



20120104000004930 1/5 \$35.00
Shelby Cnty Judge of Probate, AL
01/04/2012 02:59:37 PM FILED/CERT

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Jennifer S. Kukla, Esq. 214.659.4671
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Linda Krieg for Jennifer S. Kukla, Esq. Andrews Kurth LLP 1717 Main Street, Suite 3700 Dallas, Texas 75201

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME VISTA COMMUNITIES VENTURE, LLC				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS Cira Centre, 2929 Arch Street		CITY Philadelphia	STATE PA	POSTAL CODE 19014-2868
1d. SEE INSTRUCTIONS		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION limited liability company	1f. JURISDICTION OF ORGANIZATION Delaware
			1g. ORGANIZATIONAL ID #, if any 5059658	<input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY
2d. SEE INSTRUCTIONS		ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION
				2g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME GENERAL ELECTRIC CAPITAL CORPORATION				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 14951 Dallas Parkway, Suite 600		CITY Dallas	STATE TX	POSTAL CODE 75254
				COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All of the items described in the attached Schedule I - Schedule of Collateral, owned or hereafter acquired by Debtor and located on or about or in any way pertaining to the real property in Jefferson and Shelby Counties, Alabama, as more particularly described in EXHIBIT A attached hereto (the "Land") and Debtor's right, title and interest in the improvements constructed or to be constructed thereon (collectively, the "Mortgaged Property"), including fixtures.

5. ALTERNATIVE DESIGNATION [if applicable]:	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional]		All Debtors		Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA Vista Portfolio-AL / 199051						
Jefferson County and Shelby County, AL Records						

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME	VISTA COMMUNITIES VENTURE, LLC		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME				
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME				
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate:

See EXHIBIT A attached hereto for complete legal description.

16. Additional collateral description:

See SCHEDULE I - SCHEDULE OF COLLATERAL for complete description of collateral covered.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years

☐ Filed in connection with a Public-Finance Transaction — effective 30 years

SCHEDULE I

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SCHEDULE OF COLLATERAL TO UNIFORM COMMERCIAL FINANCING STATEMENT BETWEEN VISTA COMMUNITIES VENTURE, LLC, as Debtor, and GENERAL ELECTRIC CAPITAL CORPORATION, as Secured Party

I. Item No. 4 (continued):

This financing statement covers all present and future personal property of Debtor including without limitation the following types (or items) of property:

(a) All materials, supplies, appliances, equipment (as such term is defined in the UCC (defined below)), apparatus and other items of personal property now owned or hereafter acquired by Debtor and now or hereafter attached to, installed in or used in connection with any of the Improvements (defined below) or the Land (defined below), and water, gas, electrical, storm and sanitary sewer facilities and all other utilities whether or not situated in easements (the "**Fixtures**"); all right, title and interest of Debtor in and to all goods, inventory, accounts, general intangibles, software, investment property, instruments, letters of credit, letter-of-credit rights, deposit accounts, documents, chattel paper and supporting obligations, as each such term is presently or hereafter defined in the UCC, and all other personal property of any kind or character, including such items of personal property as presently or hereafter defined in the UCC, now owned or hereafter acquired by Debtor and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Land and Improvements or which may be used in or relating to the planning, development, financing or operation of the Mortgaged Property (defined below), including, without limitation, furniture, furnishings, equipment, machinery, money, insurance proceeds, accounts, contract rights, software, trademarks, goodwill, promissory notes, electronic and tangible chattel paper, payment intangibles, documents, trade names, licenses and/or franchise agreements, rights of Debtor under leases of Fixtures or other personal property or equipment, inventory, all refundable, returnable or reimbursable fees, deposits or other funds or evidences of credit or indebtedness deposited by or on behalf of Debtor with any governmental authorities, boards, corporations, providers of utility services, public or private, including specifically, but without limitation, all refundable, returnable or reimbursable tap fees, utility deposits, commitment fees and development costs, and commercial tort claims arising from the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Mortgaged Property (the "**Personalty**"); all reserves, escrows or impounds required under the Loan Agreement between Debtor, as borrower, and Secured Party, as lender, and all deposit accounts (including accounts holding security deposits) maintained by Debtor with respect to the Mortgaged Property; all plans, specifications, shop drawings and other technical descriptions prepared for construction, repair or alteration of the Improvements, and all amendments and modifications thereof; all leases, subleases, licenses, concessions, occupancy agreements or other

agreements (written or oral, now or at any time in effect) which grant a possessory interest in, or the right to use, all or any part of the Mortgaged Property, together with all related security and other deposits (the “**Leases**”); all of the rents, revenues, income, proceeds, profits, security and other types of deposits, lease cancellation payments, and other benefits paid or payable by parties to the Leases other than Debtor for using, leasing, licensing, possessing, operating from, residing in, selling, terminating the occupancy of or otherwise enjoying the Mortgaged Property; all other agreements, such as construction contracts, architects’ agreements, engineers’ contracts, utility contracts, maintenance agreements, management agreements, service contracts, permits, licenses, certificates and entitlements in any way relating to the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Mortgaged Property; all insurance policies (regardless of whether required by Secured Party), unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Debtor; and all of Debtor’s right, title and interest in and to any awards, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Land, Improvements, Fixtures or Personalty.

(b) All present and future accessories, additions, attachments, proceeds, products, replacements and substitutions of or to any or all of the property described in paragraph (a) above.

As used above, the following terms shall have the following meanings:

“**Land**” shall mean the real property described in Exhibit A attached hereto and incorporated herein, together with any greater estate therein as hereafter may be acquired by Debtor.


“**Improvements**” shall mean all buildings, structures and other improvements, now or at any time situated, placed or constructed upon the Land.

“**Mortgaged Property**” shall mean all or, where the context permits or requires, any portion of the property described in paragraphs (a) and (b) above or any interest therein.

“**UCC**” shall mean the Uniform Commercial Code of Alabama or, if the creation, perfection and enforcement of any security interest granted in the Deed of Trust, Security Agreement and Fixture Filing executed by Debtor, as trustor, in favor of Secured Party, as beneficiary, is governed by the laws of a state other than Alabama, then, as to the matter in question, the Uniform Commercial Code in effect in that state.

Exhibit A

Description of Land


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PARCEL I:

Lot 4-A, according to a Resurvey of Lot 4, Crowne Resurvey of Galleria Woods, First Addition, as recorded in Map Book 32, page 35, in the Probate Office of Jefferson County, Alabama, Bessemer Division.

Together with all rights acquired in Amendment No. 2 to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business) recorded in Birmingham Real 1437, page 570 and Bessemer Real 348, page 878 in the Probate Office of Jefferson County, Alabama and in Book 19, page 633, in the Probate Office of Shelby County, Alabama.

PARCEL II:

Lot 3, Crowne Resurvey of Galleria Woods, First Addition as recorded In Map Book 30, page 77, in the Probate Office of Jefferson County, Alabama, Bessemer Division and recorded in Map Book 21, page 91, In the Probate Office of Shelby County, Alabama; LESS AND EXCEPT, that rectangular parcel measuring 100 feet by 220 feet shown as "Jefferson County San. Pump Sta." on said Crowne Resurvey of Galleria Woods, First Addition.

Together with all rights acquired in Amendment No. 2 to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business) recorded in Birmingham Real 1437, page 570 and Bessemer Real 348, page 878 in the Probate Office of Jefferson County, Alabama and In Book 19, page 633 in the Probate Office of Shelby County, Alabama.

PARCEL III:

Lot 2, Crowne Resurvey of Galleria Woods, recorded in Map Book 178, Page 65 and Bessemer Map Book 29, page 70 in the Probate Office of Jefferson County, Alabama.

Along with the right to use the sanitary sewer easement recorded In Bessemer Real 1025, page 508 In the Probate Office of Jefferson County, Alabama

Together with all rights acquired in Amendment No. 2 to the Declaration of Protective Covenants, Agreements, Easements, Charges and Liens for Riverchase (Business) recorded in Birmingham Real 1437, page 570 and Bessemer Real 348, page 878 in the Probate Office of Jefferson County, Alabama and in Book 19, page 633 In the Probate Office of Shelby County, Alabama.