

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & TEL # OF CONTACT AT FILER (optional)
B. SEND ACKNOWLEDGMENT TO: (Name and Mailing Address)
Lucas B. Gambino Maynard, Cooper & Gale, P.C. 1901 Sixth Avenue North 2400 AmSouth/Herbert Plaza Birmingham, AL 35203-2618

Inst # 2002-12262

03/14/2002-12262
12:19 PM CERTIFIEDSHELBY COUNTY JUDGE OF PROBATE
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

OR	1a. ORGANIZATION'S NAME BTC Properties, LLC				
	1b. INDIVIDUAL'S LAST NAME				
1c. MAILING ADDRESS 3500 Messer-Airport Highway		CITY Birmingham	STATE AL	POSTAL CODE 35222	COUNTRY USA
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Limited liability company	1f. JURISDICTION OF ORGANIZATION Alabama	1g. ORGANIZATIONAL ID # (if any) <input checked="" 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

OR	2a. ORGANIZATION'S NAME				
	2b. INDIVIDUAL'S LAST NAME				
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
2d. TAX ID #: SSN OR EIN	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)

OR	3a. ORGANIZATION'S NAME AmSouth Bank				
	3b. INDIVIDUAL'S LAST NAME				
3c. MAILING ADDRESS P. O. Box 11007		CITY Birmingham	STATE AL	POSTAL CODE 35288	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All types (or items) of property described in Schedule I and Schedule II attached hereto and made a part hereof.Some of the property described in Schedule I and Schedule II is now, or may in the future become, affixed to the Land described on Exhibit A attached thereto and made a part hereof. The Debtor is the record owner of said Land.

[Fixture Filing]

The initial indebtedness secured by this financing statement is additional security to a mortgage filed simultaneously herewith.

5. ALTERNATIVE DESIGNATION (If applicable: <input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAILOR <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AG. LIEN <input type="checkbox"/> NON-UCC FILING	
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (or record) (or recorded) in the REAL ESTATE RECORDS Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2 (ADDITIONAL FEE) (optional)
8. OPTIONAL FILER REFERENCE DATA To be filed with: Shelby County, Alabama AmSouth Bank/BTC Properties, LLC (#2-1974)	

**SCHEDULE I
TO
UCC FINANCING STATEMENT**

The Property covered by this financing statement includes all of the Company's right, title and interest in, to and under the following described property, whether now owned or hereafter acquired by the Company and whether now existing or hereafter incurred, created, arising or entered into (all of which being hereinafter collectively called the "Collateral"):

I.

Real Property

The real property and interests therein described in Exhibit A attached hereto, together with all easements, permits, licenses, rights-of-way, contracts, leases, tenements, hereditaments, appurtenances, rights, privileges and immunities pertaining or applicable to said real property and interests therein (the "Real Property").

II.

Buildings

All buildings, structures and other improvements now or hereafter located on the Real Property (the "Buildings").

III.

Personal Property

All personal property, both tangible and intangible (including replacements, substitutions and after-acquired property) at any time owned by the Company and located on or about the Real Property or used or intended to be used in the operation thereof including, without limitation, all fixtures, furniture, equipment and supplies, accounts receivable and all licenses, permits and other governmental approvals.

IV.

Special Funds Under Indenture

Money and investments from time to time on deposit in, or forming a part of, the Special Funds established under the Indenture; provided, however, that money and investments in the Special Funds may be applied as provided in the Indenture.

V.

Construction Documents

All right, title and interest of the Company in and to (i) the plans and specifications for the Buildings; (ii) contracts with architects, engineers and contractors for the design, construction and development of the buildings and improvements constituting a part of the Buildings, (iii) contracts and purchase orders with vendors and suppliers for the acquisition and installation of equipment and other personal property constituting a part of the Buildings, and (iv) performance and payment bonds with respect to such contracts and purchase orders for the Buildings.

VI.

Condemnation Awards and Insurance Proceeds

All awards or payments, including all interest thereon, together with the right to receive the same, that may be made to the Company with respect to property constituting part of the Collateral, as a result of the exercise of the right of eminent domain, and all right, title and interest of the Company in and to any policies of insurance (and the proceeds thereof) with respect to any damage to or destruction of such property.

VII.

Leases and Rents

(a) All written or oral leases or subleases or other agreements for the use or occupancy of all or any portion of the Collateral with respect to which the Company is the lessor or sublessor, and any and all extensions and renewals thereof, now or hereafter existing (the "Leases");

(b) Any and all guaranties of performance by lessees or sublessees under the Leases;

(c) The immediate and continuing right to collect and receive all the rents, income, receipts, revenues, issues and profits now due or that may hereafter become due or to which the Company may now be or may hereafter (including during the period of redemption, if any) become entitled to demand or claim, arising or issuing from or out of the Leases or from or out of such property, or any part thereof, including but not limited to minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, liquidated damages upon default, the premium payable by any lessee or sublessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to such property, together with any and all rights and claims of any kind

that the Company may have against any such lessee or sublessee under the Leases or against any sub-sublessees or occupants of such property (the "Rents"); and

(d) Any award, dividend or other payment made hereafter to the Company in any court procedure involving any of the lessees or sublessees under the Leases in any bankruptcy, insolvency or reorganization proceeding in any state or federal court and any and all payments made by lessees or sublessees in lieu of rent, the Company hereby appointing the Bank as its irrevocable attorney-in-fact to appear in any action and collect any such award, dividend or other payment.

VIII.

Other Property

Any and all other real or personal property of every kind and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred to the Bank as and for additional security hereunder by the Company or by anyone on behalf of, or with the written consent of, the Company.

As used in this Schedule I, capitalized terms are defined as follows:

"Bank" shall mean the secured party described in this financing statement.

"Company" shall mean the debtor described in this financing statement.

"Indenture" shall mean that certain Trust Indenture dated March 1, 2002, between the Company and The Bank of New York Trust Company of Florida, N.A., a national banking association, and its successors and assigns.

"Special Funds" shall mean all funds and accounts established pursuant to the Indenture, including without limitation the Debt Service Fund, the Note Purchase Fund and the Acquisition Fund established pursuant to the Indenture.

EXHIBIT A

(Legal Description)

[see attached]

LEGAL DESCRIPTION

Site 6-A, according to the Resurvey of Site 6 and Lot 1-A-1-A-1, Shelby West Corporate Park, as recorded in Map Book 29, page 30, in the Probate Office of Shelby County, Alabama.
Situatcd in Shelby County, Alabama.

SCHEDULE II
TO
FINANCING STATEMENT

This financing statement covers the following items (or types) of property:

(a) All leases and subleases, written or oral, and all agreements for use or occupancy of any portion of the land described on Exhibit A attached hereto and made a part hereof (the "Land") or any improvements, buildings, structures and fixtures now or hereafter located thereon (the "Improvements") with respect to which the Grantor is the lessor or sublessor, including any leases now existing (the "Existing Leases"), any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Land or the Improvements, all such leases, subleases, agreements and tenancies heretofore mentioned (including the Existing Leases), whether entered into before or after the filing by or against the Grantor of any petition for relief under the federal Bankruptcy Code, being covered by this assignment and being hereinafter collectively referred to as the "Leases";

(b) any and all guaranties of the lessee's and any sublessee's performance under any of the Leases;

(c) the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Grantor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, whether paid or accruing before or after the filing of any petition by or against the Grantor for relief under the federal Bankruptcy Code, arising or issuing from or out of the Leases or from or out of the Land or the Improvements, or any part thereof, including minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Land or the Improvements, together with any and all rights and claims that the Grantor may now or hereafter have against any such lessee under the Leases or against any subtenants or occupants of the Land or any of the Improvements; and

(d) any award, dividend or other payment made hereafter to the Grantor in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent.

As used in this Schedule II, **Grantor** means the debtor described in this financing statement.

EXHIBIT A

(Legal Description)

[see attached]

LEGAL DESCRIPTION

Site 6-A, according to the Resurvey of Site 6 and Lot 1-A-1-A-1, Shelby West
Corporate Park, as recorded in Map Book 29, page 30, in the Probate Office of Shelby
County, Alabama.
Situated in Shelby County, Alabama.

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SHELBY COUNTY JUDGE OF PROBATE
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