This instrument prepared by: Aladdin Resources, Inc., One Vantage Way, Suite 100, Nashville, Tennessee 37228.

SPECIAL WARRANTY DEED

BOOK 6281 PAGE 315

ADDRESS NEW OWNER(S) AS FOLLOWS:	SEND TAX BILLS TO:	MAP-PARCEL NUMBERS
DATALEASE	SAME	70-11-02
(NAME)	(NAME)	
1025 Chancery Lane		
(STREET ADDRESS OR ROUTE NUMBER)	(STREET ADDRESS)	
Nashville, TN 37215		
(CITY) (STATE) (P.O. ZIP)	(CITY) (STATE) (ZIP)	

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or value, whichever is greater, for this transfer is $1,119,600.00.

James W. Stringer
Executive Vice President and
Chief Operating Officer

Subscribed and sworn before me, this the 27th day of April, 1984.

Notary Public

My Commission Expires: Sept. 21, 1987

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) cash in hand paid by DATALEASE, a Tennessee general partnership/joint venture, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, METROCENTER PROPERTIES, a Tennessee General Partnership, hereinafter called the GRANTOR, bargained and sold, and by these presents do transfer and convey unto DATALEASE, hereinafter called GRANTEE, its successors and assigns, a certain tract or parcel of land in Davidson County, Tennessee, described as follows, to-wit:

A parcel of land known as Tract 33, consisting of 6.22 acres, more or less, being more particularly described on a plat entitled "Section 20, Resubdivision of Part of Section Eleven, MetroCenter, Tracts 32 & 33", recorded among the Land Records of Davidson County, Tennessee on the 16th day of April, 1984 in Plat Book 6200, Page 7.

Being part of the property conveyed to MetroCenter Properties, a Tennessee General Partnership composed of Aladdin Resources, Inc., (formerly Pathfinder Resources, Incorporated), R. C. Mathews, Contractor, Inc., and Robert C.H. Mathews, Jr., by deed from Mat-Nel Company, of record in Book 4983, page 781, said Register's Office, and in Cumberland Bend Investments, Inc., successor in interest to R. C. Mathews Contractor, Inc., a Tennessee Corporation, et al., by deed of record in Book 5718, Page 52, said Register's Office.

This conveyance is made subject to the Restrictive Covenants recorded in Deed Book 5242, Page 389; as modified in Deed Book 5792, Page 787; Memorandum of Lease recorded in Deed Book 5225, Page 112; Exculsive Covenant recorded in Deed Book 5225, Page 120; Restrictive Covenants recorded in Deed Book 4784, page 659 Register's Office for Davidson County, Tennessee; subject to easements and restrictions of record; and subject to easements and setback lines shown on Plat of Survey, recorded in Book 6200, Page 7, said Register's Office, and those Special Covenants and Restrictions attached hereto as Exhibit "A" and incorporated herein by reference.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, its successors and assigns, forever, in fee simple.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEE, its successors and assigns, forever, and we do covenant with the said GRANTEE that we are seized and possessed of the said land, and have a right to convey it, and we warrant the title against all persons claiming under us.

IN WITNESS WHEREOF, the undersigned, MetroCenter Properties has caused this deed to be executed this 27th day of April, 1984.

METROCENTER PROPERTIES, a
Tennessee General Partnership

BY: Aladdin Resources, Inc.,
a Delaware corporation,
Managing General Partner

ATTEST: Deborah S. Peatross
Deborah S. Peatross
Secretary

BY: _____
James W. Stringer
Executive Vice President and
Chief Operating Officer

(Corporate Seal)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, _____, a Notary Public within and for the State and County aforesaid, personally appeared James W. Stringer and Deborah S. Peatross, with whom I am personally acquainted and who upon their several oaths acknowledge themselves to be the Executive Vice President and Chief Operating Officer and Secretary respectively of ALADDIN RESOURCES, INC., the Managing General Partner of METROCENTER PROPERTIES, a Tennessee General Partnership, and that they as such Executive Vice Presient and Chief Operating Officer and Secretary, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing on behalf of the partnership in the name of the managing general partner, Aladdin Resources, Inc. by the said James W. Stringer as such Executive Vice President and Chief Operating Officer and attesting the same by the said Deborah S. Peatross as such Secretary.

WITNESS my hand and official seal at office at Nashville, Tennessee on this 27th day of April, 1984.

_____
Notary Public

My Commission Expires: _____

EXHIBIT "A"

DECLARATION OF SPECIAL COVENANTS AND RESTRICTIONS

This Declaration of Special Covenants and Restrictions between DATALEASE, a Tennessee general partnership/joint venture, ("BUYER") and METROCENTER PROPERTIES, a Tennessee General Partnership, ("MCP").

WHEREAS, MCP owns all that tract of land known as Tract 33, more particularly described on a plat entitled "Section 20, Resubdivision of Part of Section Eleven, Book 5200, Page 237, MetroCenter, Tracts 32 & 33", ", recorded in the Register's Office of Davidson County, Tennessee in Plat Book 6200, Page 7, on the 16th day of April, 1984, (the "Property") as described in the deed from MCP to BUYER dated the 27th day of April, 1984.

WHEREAS, as a part of the consideration for the conveyance of the Property by MCP to BUYER, MCP and BUYER agree to restrict the use of the Property by those certain covenants and restrictions hereinafter set forth.

NOW THEREFORE, for valuable consideration and the representations, covenants, obligations and warranties hereinafter set forth by Buyer and MCP, the parties hereto agree as follows:

A. BUYER hereby covenants, warrants and agrees for itself, its successors and assigns that the Property shall be used solely for:

1. A first class headquarters office building not to exceed 113,000 square feet of gross area, with not more than 28,000 square feet of warehouse space to service the needs of the owner or a sole user/lessee of the building; provided, however, that the owner, if it occupies the building, or the sole user/lessee may sublet a portion of the building not to exceed twenty percent (20%) of the gross building area of such building. The exterior materials, roofing, color scheme and general appearance of the building shall be compatible with the criteria set forth by the Project Review Committee ("PRC") and with the existing buildings in the vicinity of the Property hereinabove described and shall be subject to the approval of the PRC hereinafter setforth.

2. For a period extending from the date hereof through the date upon which an initial lease of the building expires or is terminated, but in no event shall such period of time be less than ten (10) years from the date hereof, no use other than the aforesaid use shall be made of the property without the prior written approval of MCP. Such approval shall be in the sole unreviewable discretion of MCP. Beginning upon the expiration of the period determined pursuant to the first sentence of this Paragraph 2., Buyer shall have the additional right to use the Building as a general purpose multi-tenant office building, but no other additional use shall be made of the property without the prior written approval of the PRC or any successor entity (or if there is no successor entity, then MCP, its successor or assigns). The said PRC, in determining whether to grant such approval shall take into account the necessity for and the suitability of the proposed use in the neighborhood, its effect on surrounding property, and the nature, quality, appearance and general compatibility of the structure proposed for such use to the character of MetroCenter. The failure to approve of one such use shall not bar further applications for other uses. In the event that such approval is obtained from the appropriate parties aforesaid, such party shall, at the expense of BUYER, its successors or assigns, record a written declaration thereof among the land records of Davidson County, Tennessee.

B. In the event of a breach of any of the special covenants or restrictions contained herein, MCP, or the PRC, as the case may be, shall have the right to injunctive relief and any other relief to which it may be entitled under law or equity including a Two Thousand Dollar ($2,000.00) per day penalty for each day of a continuing violation. The benefits of the special covenants and restrictions contained herein shall inure solely to the benefit of and be enforceable solely by MCP or its successors or assigns during such twenty (20) year period and thereafter, to or by the PRC or its successor.

C. The exterior materials, roofing, color scheme and general appearance of any building on the Property shall be subject to the approval of the PRC as

constituted under the covenants and restrictions recorded in Deed Book 5225, Page 112; Deed Book 5225, Page 120; Deed Book 5242, Page 389; Deed Book 5792, Page 787 and Deed Book 4784, Page 659 among the land records of Davidson County, Tennessee.

D. This Declaration of Special Covenants and Restrictions is intended to be complimentary to all covenants and restrictions herein before recorded among the land records of Davidson County which apply to the Property and to be solely for the benefit of MCP, its successors and assigns as herein set forth. In the event of any conflict between the provisions of any one or more or part of any one of these special covenants and restrictions with any other covenant, restriction, zoning or subdivision ordinance or regulation, the provisions of the special covenants and restrictions shall prevail.

E. BUYER covenants and agrees that it will become a member of an association or associations which may hereinafter be formed by MCP for the purpose of the maintenance and improvement of common (including public) planted/landscaped areas in MetroCenter. Such association shall be formed among the owners of property in MetroCenter for the purpose of serving the mutual interest of such property owners and the preservation of the safety and aesthetic appeal of MetroCenter and any such association shall be cooperatively financed by its members on a pro rata basis proportionate to the land area owned by each in MetroCenter and any such association shall be non-profit with no part of its net earnings inuring to the benefit of any private person.

The formation and operation of any such association shall not affect the rights of MCP and others as set forth in any recorded covenants and restrictions to enforce any covenant, restriction or lien against the Property.

This Declaration of Special Covenants and Restrictions shall run with and bind the land and shall be binding upon its successors and assigns.

This Agreement is entered into by the parties this 27th day of April, 1984.

METROCENTER PROPERTIES, a
Tennessee general partnership

BY: ALADDIN RESOURCES, INC., a
Delaware corporation
Managing General Partner

ATTEST: Deborah S. Peatross
Deborah S. Peatross
Secretary

BY: James W. Stringer
James W. Stringer
Executive Vice President and
Chief Operating Officer

ALADDIN RESOURCES CORPORATE SEAL
(Corporate Seal)

DATALEASE, a Tennessee
general partnership/joint venture

WITNESS:

BY:

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, [illegible], a Notary Public within and for the State and County aforesaid, personally appeared James W. Stringer and Deborah S. Peatross with whom I am personally acquainted and who upon their several oaths acknowledge themselves to be the Vice President - Finance and Treasurer and Secretary respectively of ALADDIN RESOURCES, INC., a Delaware corporation, Managing general partner of METROCENTER PROPERTIES, a Tennessee general partnership, the within named bargainor, a partnership, and that they as such Vice President - Finance and Treasurer and Secretary of ALADDIN RESOURCES, INC., being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by the said James W. Stringer as such Vice President - Finance and Treasurer, and attesting the same by the said Deborah S. Peatross as such Secretary.

WITNESS my hand and official seal at office at Nashville, Tennessee on this 2nd day of April, 1984.

[illegible]
Notary Public

My Commission Expires: Oct. 9, 1984

ALTA ULAM NOTARY PUBLIC AT LARGE STATE OF TENN.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, The undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Douglas C. Attenbery with whom I am personally acquainted and who upon his/her several oaths acknowledged himself/herself to be the General Partner respectively of Datalease, ~~Managing general partner of~~ ~~joint venture~~, a Tennessee general partnership, the within named bargainor, ~~a joint venture~~, and that he/she as such General Partner of Datalease, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the ~~corporation~~ General Partnership by the said Douglas C. Attenbery as such General Partner.

WITNESS my hand and official seal at office at Nashville, Tennessee on this 24th day of April, 1984.

[illegible]
Notary Public

My Commission Expires OCT. 8, 1984

My Commission Expires: _____

PUSH

IDENTIF. REFERENCE

APR 30 2 33 PM '84

FELIX A. WILSON II REGISTER
DAVIDSON COUNTY, TN

118763

OFFICIAL RECEIPT
FELIX Z. WILSON, II
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 6281 PAGE 320

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
	CO	1,119,600.00		
			2910.96 CSTAX	
			.50 PRFEE	
			15.00 MDEED	
			CHECK 3986.46-	
			2495A04/30/84 BAL .00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

11837.63

IDENTIF. REFERENCE

APR 30 2 33 PM '84

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

No. 32133