Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
KC NASHVILLE-IM, L.L.C. c/o Kessinger Hunter & Company 2600 Grand Avenue 7th Floor Kansas City, Missouri 64108	Map 174, Parcel 199	Same as New Owner
This instrument prepared by: Boult, Cummings, Conners & Berry, PLC (JSK) 414 Union Street, Suite 1600, P.O. Box 198062, Nashville, Tennessee 37219		

SPECIAL WARRANTY DEED

STATE OF TENNESSEE §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DAVIDSON §

This Indenture, made as of the date set forth below, between ***TSC REALTY CAPITAL, L.P.***, a Tennessee limited partnership, whose mailing address is 5214 Maryland Way, Suite 405, Brentwood, Tennessee 37027, Attn: G. Nelson Crowe ("**Grantor**"), and to ***KC NASHVILLE-IM, L.L.C.***, a Missouri limited liability company, whose mailing address c/o Kessigner/Hunter & Company, 2600 Grand Avenue, 7th Floor, Kansas City, Missouri 64108 ("**Grantee**").

W I T N E S S E T H:

That Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency of which consideration is hereby confessed and acknowledged, has **GRANTED, BARGAINED, SOLD** and **CONVEYED**, and by these presents does **GRANT, BARGAIN, SELL** and **CONVEY** to Grantee (a) that certain real property, more particularly described on **Exhibit "A"** attached hereto; and (b) all rights and appurtenances of Grantor pertaining thereto including any right, title and interest of Grantor (but without warranty, whether statutory, express or implied) in and to adjacent streets, alleys or rights-of-way.

STATE OF ~~TENNESSEE~~ Missouri
COUNTY OF ~~DAVIDSON~~ Jackson

The actual consideration or value, whichever is greater, for this transfer is $170,000.00.

Affiant

Subscribed and sworn to before me this 7th day of October, 1999.

DIANA L. ENNIS
Notary Public-Notary Seal
STATE OF MISSOURI
JACKSON COUNTY
My Commission Expires MAY 3 1998
10-20-2000

Notary Public

My Commission Expires: 10-20-2000

The property and property rights described above shall be hereinafter collectively referred to as the "**Subject Property**."

The conveyance of the Subject Property is made by Grantor and accepted by Grantee subject to (a) the matters expressly stated herein, (a) all matters of record, including, without limitation, the matters described on **Exhibit "B"**, attached hereto, (b) municipal codes and zoning ordinances, to the full extent same are valid and pertain to the Subject Property, and (c) any and all matters on the ground that a true and correct survey would reveal (collectively, the "**Permitted Exceptions**").

EXCEPT AS TO THE WARRANTY OF TITLE AS EXPRESSLY PROVIDED HEREIN, AND EXCEPT AS TO THOSE WARRANTIES CONTAINED IN SECTION 11(b) OF THAT CERTAIN (i) COMMERCIAL LAND PURCHASE AND SALE AGREEMENT BETWEEN AMERICAN GENERAL REALTY INVESTMENT CORPORATION ("**AGRIC**"), AS SELLER, AND IRON MOUNTAIN STATUTORY TRUST - 1999 ("**IMST - 1999**"), AS PURCHASER; (ii) ASSIGNMENT AND ASSUMPTION OF CONTRACT RIGHTS BETWEEN AGRIC AND GRANTOR DATED SEPTEMBER 1, 1999; (iii) AMENDMENT TO COMMERCIAL LAND PURCHASE AND SALE AGREEMENT DATED SEPTEMBER 29, 1999 BETWEEN GRANTOR AND IMST-1999; AND (iv) ASSIGNMENT AND ASSUMPTION AGREEMENT BETWEEN GRANTOR, IMST-1999 AND GRANTEE DATED OCTOBER 8th, 1999. GRANTEE ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, OF, AS TO, CONCERNING, OR WITH RESPECT TO, (i) THE VALUE, NATURE, QUALITY OR CONDITION OF THE SUBJECT PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (ii) THE SUITABILITY OF THE SUBJECT PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH MAY BE CONDUCTED THEREON, (iii) THE COMPLIANCE OF OR BY THE SUBJECT PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (iv) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SUBJECT PROPERTY, OR (v) ANY OTHER MATTER WITH RESPECT TO THE SUBJECT PROPERTY. SPECIFICALLY, BUT NOT IN LIMITATION OF THE FOREGOING, GRANTEE FURTHER ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES REGARDING COMPLIANCE OF THE SUBJECT PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING WITHOUT LIMITATION, THOSE PERTAINING TO SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE SUBJECT PROPERTY, OF ANY HAZARDOUS SUBSTANCES, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE

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COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND THE REGULATIONS PROMULGATED THEREUNDER. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE SUBJECT PROPERTY, GRANTEE IS RELYING SOLELY ON GRANTEE'S OWN INVESTIGATION OF THE SUBJECT PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE SUBJECT PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THE SALE OF THE SUBJECT PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS.

TO HAVE AND TO HOLD the Subject Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns, forever; and Grantor, for its successors, assigns and legal representatives, does covenant and agree to and with Grantee, its successors and assigns, that Grantee is lawfully seized in fee of the aforesaid premises, that the same are free of all encumbrances (subject, however, to (a) the Permitted Exceptions and the matters herein stated; and (b) taxes for the year 1999, which have been prorated as of the date hereof and payment of which is assumed by Grantee), that it has good right to sell and convey the same to Grantee as aforesaid and that it will warrant and forever defend, all and singular, the Subject Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

Conveyance of the Subject Property is subject to the following:

1. **Right of First Refusal.** Grantor hereby reserves the exclusive right to repurchase all or any portion of the Subject Property from Grantee if Grantee does not desire to construct the improvements contemplated to be constructed by Grantee (the "**Improvements**") on the Subject Property and intends to sell all or any portion of the Subject Property to any third party in its unimproved condition. This right of first refusal shall be applicable only to that portion of the Subject Property which Grantee may desire, in the future, to sell in an unimproved condition. For purposes hereof, "**unimproved condition**" shall mean and refer to real property which is not improved with either vertical building improvements or paved parking facilities, and as used in this paragraph 1, the term "**Property**" shall mean and refer to all or any portion of the Subject Property which Grantee desires to sell in an unimproved condition.

If Grantee offers the Subject Property for sale, exchange or other form of conveyance (other than conveyance of a leasehold interest to Arcus Data Security, Inc.) prior to the commencement of construction of the Improvements and Grantee shall have received an acceptable bona fide written offer (the "**Sales Offer**," which Sales Offer must state a purchase price payable

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in cash and/or on terms that can be matched by Grantor) for the sale of the Subject Property to a third party, Grantee shall first offer the Subject Property to Grantor, and Grantor shall have a period of thirty (30) days after Grantee shall have given Grantor notice and a copy of the Sales Offer in which to accept or reject Grantee's offer to repurchase the Subject Property. If Grantor accepts Grantee's aforesaid offer, Grantor shall repurchase the property on the same terms and conditions as contained in the Sales Offer or for cash, provided, however, in no event shall Grantor be obligated to pay as the purchase price in connection with said Sales Offer an amount in excess of the purchase price paid by Grantee for purchase of the Subject Property from Grantor (the "**Purchase Price**"). If Grantor fails or refuses, within such thirty (30) day period, to give Grantee written notice as to whether Grantor accepts or rejects such offer, Grantor shall be deemed to have rejected such offer. The repurchase shall occur within thirty (30) days after the date that Grantor gives Grantee written notice of Grantor's election to exercise such repurchase option. Simultaneously with the payment of the Purchase Price to Grantee, Grantee shall execute and deliver a Special Warranty Deed to the Subject Property to Grantor, subject only to the Permitted Encumbrances. The closing of the repurchase hereunder shall occur at Lawyers Title Insurance Company, through its agent, Boult, Cummings, Conners & Berry, PLC, 414 Union Street, Suite 1600, Nashville, Tennessee 37219, or other agent acceptable to Grantor, and the costs of closing shall be paid for as specified in the Sales Offer. Grantee hereby agrees that Grantor may have the right of specific performance against Grantee to enforce Grantor's preferential repurchase rights herein created and that any contract or sale made in violation of this Deed shall be null and void. If Grantor rejects Grantee's offer to repurchasel the Subject Property, Grantee shall have a period of one hundred twenty (120) days from the date of Grantor's rejection to consummate the sale of the Subject Property to a third party on terms no more favorable than contained in the Sales Offer without again being required to offer the Subject Property to Grantor.

If Grantee commences construction and certifies the same in writing to Grantor, Grantor agrees, upon Grantee's written request, to deliver promptly to Grantee a duly executed and acknowledged release, releasing Grantor's right of first refusal as set forth herein.

2. **Repurchase Option.** Grantee has represented and warranted to Grantor, and Grantor has relied on such representation and warranty in connection with the conveyance of the Subject Property herein to Grantee, that Grantee shall commence construction of the Improvements on the Subject Property on or before one (1) year following the date hereof (the "**Construction Commencement Date**"). If Grantee has not, on or before the Construction Commencement Date (plus a period of time equal to the duration of delays caused by events not within the reasonable control of Grantee) commenced construction of the Improvements, then Grantor may require Grantee to reconvey the Subject Property to Grantor for an amount not to exceed the Purchase Price, payable in cash at the closing of the repurchase of the Subject Property. Grantor shall not be obligated to (i) reimburse Grantee for any taxes or maintenance charges paid by Grantee with respect to the Subject Property or any other sums paid by Grantee in connection with the purchase of the Subject Property or (ii) pay Grantee any interest on the Purchase Price paid by Grantee.

If Grantee has not commenced construction of the Improvements on the Subject Property on or before the Construction Commencement Date, Grantor or its nominee shall have a period of nine (9) months after the required Construction Commencement Date (plus a period of time equal to the duration of delays caused by events not within the reasonable control of Grantee), to exercise the aforesaid option to purchase, provided that Grantee has not commenced construction of the Improvements on the Subject Property prior to Grantor's exercise of such repurchase option. Grantor shall be deemed to have exercised such repurchase option upon notifying Grantee, in writing, of its intent to exercise such repurchase option, provided that if Grantee commences construction of the Improvements prior to receipt of such notification from Grantor, Grantor shall no longer have the right to exercise such repurchase option. The repurchase shall occur within thirty (30) days after the date that Grantor exercises, by written notice to Grantee, such repurchase option. Simultaneously with the payment of the Purchase Price to Grantee, Grantee shall execute and deliver a Special Warranty Deed to the Subject Property to Grantor or its nominee, subject only to the Permitted Encumbrances and any other exceptions to which Grantor may have consented, in writing. Grantee shall also execute any other documents that may be necessary or required to reconvey the Subject Property to Grantor. The closing of the repurchase hereunder shall occur at Lawyers Title Insurance Company, through its agent, Boult, Cummings, Conners & Berry, 414 Union Street, Suite 1600, Nashville, Tennessee 37219, or other agent acceptable to Grantor, and the costs of closing shall be payable in accordance with local custom for the closing of similar transactions in Davidson County, Tennessee. Grantee hereby agrees that Grantor may have the right of specific performance against Grantee to enforce Grantor's preferential repurchase rights herein created and that any contract or sale made in violation of this Deed shall be null and void. This provision shall be binding on Grantee, its successors, and assigns.

If the aforementioned notice of exercise of Grantor's option to purchase the Subject Property in the manner specified in the immediately preceding paragraph shall not be so given by Grantor to Grantee on or before the expiration of such nine (9) month period as aforesaid, Grantor's option to exercise the purchase of the Subject Property because of Grantee's failure to commence construction on or before the Construction Commencement Date shall thereupon cease and terminate.

Grantor agrees, upon Grantee's written request, to deliver to Grantee a duly executed and acknowledged release, releasing Grantor's option to repurchase the Subject Property for failure to commence construction on or before the Construction Commencement Date in the event either: (i) Grantee commences construction on or before the Construction Commencement Date, and certifies to the same in writing to Grantor, prior to the time Grantor exercises its option to purchase the Subject Property for Grantee's failure to commence construction on or before the Construction Commencement Date; or (ii) Grantor fails to exercise its option within the time and in the manner set forth herein.

For purposes of this Deed, "**commencement of construction**" or "**commences construction**" shall mean the pouring of the foundation for not less than a 20,000 to 45,000 square foot one story facility to be used exclusively for records storage and office space to comprise part

of the Improvements following approval of the plans and specifications and plot plan therefor as set forth in the Restrictions (as defined on **Exhibit "B"** attached hereto and made a part hereof).

This Special Warranty Deed may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute but one instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Grantor has executed this Deed this ____ day of October, 1999.

TSC REALTY CAPITAL, L.P., a Tennessee limited partnership

By: SC CAPITAL, LLC, a Tennessee limited liability company

By: Thomas S Smith
Name: THOMAS S. SMITH
Title: CHIEF MGR

Grantee joins in the execution of this Deed for the purposes of acknowledging the terms and provisions in the Deed.

KC NASHVILLE-IM, L.L.C., a Missouri limited liability company

By: Gil P Bourk
Gil Bourk, Manager

STATE OF TENNESSEE)
COUNTY OF Davidson)

Before me, Jennifer Kelly Notary Public the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Thomas S Smith, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be Chief Manager of SC Capital, LLC, the general partner of TSC Realty Capital, L.P., the within named bargainor, a Tennessee limited partnership, and that he as such Chief Manager of the general partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited partnership by himself as Chief Manager of SC Capital, LLC, general partner of TSC Realty Capital, L.P.

Witness my hand and seal, at office in Nashville, Tennessee, this the 8th day of October, 1999.

Jennifer Kelly
NOTARY PUBLIC

JENNIFER KELLY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires: _____

My Commission Expires MAY 26, 2002

0595246.02
100849-012 10/06/1999

STATE OF Missouri)
COUNTY OF Jackson)

Before me, Diana L. Ennis, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared GIL BOURK, with whom I am personally acquainted(or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be Manager of KC NASHVILLE-IM, L.L.C., the within named bargainor, a Missouri limited liability company, and that he as such Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Manager.

Witness my hand and seal, at office in Kansas City, this the 7th day of October, 1999.

Diana L. Ennis
NOTARY PUBLIC

My Commission Expires: 10-20-2000

DIANA L. ENNIS
Notary Public-Notary Seal
STATE OF MISSOURI
JACKSON COUNTY
My Commission Expires [redacted] 10-20-2000

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COUNTY, TN.

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100849-012 10/06/1999

EXHIBIT "A"

Legal Description

Being a tract of land in Nashville, Davidson County, Tennessee, located at the northwest intersection of Crossing Ridge Drive and Crossing Boulevard. Being a portion of Lot 3 of the Subdivision Plat of "Resub of Lot 3 the Crossings at Hickory Hollow Phase III" recorded in Plat Book 9700, page 707, in the Register's Office for Davidson County, Tennessee. Tract being described as follows:

POINT OF BEGINNING being a radius return on the northern right-of-way (ROW) of Crossings Boulevard; thence, along said northern ROW with a curve to the left having a radius of 1619.19 feet, a length of 216.70 feet, delta angle of 7 degrees 40 minutes 05 seconds and a chord bearing and distance of North 75 degrees 17 minutes 08 seconds West 216.54 feet to a point; thence, leaving said ROW North 10 degrees 52 minutes 49 seconds East 211.19 feet to a point; thence North 39 degrees 45 minutes 16 seconds East 321.34 feet to a point; thence South 50 degrees 14 minutes 44 seconds East 327.15 feet to a point on the northern ROW of Crossing Ridge Drive; thence, along said northern ROW with a curve to the left having a radius of 431.16 feet, a length of 351.04 feet, delta angle of 46 degrees 38 minutes 55 seconds and a chord bearing and distance of South 43 degrees 47 minutes 27 seconds West 341.43 feet to a point; thence continuing along said ROW South 20 degrees 39 minutes 51 seconds West 38.38 feet to a point on a curve to the right; thence continuing along said ROW and curve having a radius of 30.00 feet, length of 46.02 feet, delta angle of 87 degrees 53 minutes 04 seconds and having chord bearing and distance of South 64 degrees 36 minutes 22 seconds West 41.64 feet to the point of beginning and containing 130,680 square feet or 3.00 acres according to a survey by Littlejohn Engineering Associates, Inc., Robert M. Searson, RLS No. 1666, 1935 21st Avenue South, Nashville, Tennessee 37212, dated September 27, 1999.

Being a portion of the property conveyed to TSC Realty Capital, L.P. by deed of record in Book 11647, page 143, Register's Office for Davidson County, Tennessee.

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EXHIBIT "B"

Permitted Exceptions

1. 1999 taxes, a lien, which are due and payable, but not yet delinquent, which have been prorated between Grantor and Grantee and assumed by Grantee.

2. Taxes and or assessments levied or assessed against the subject property pursuant to the provisions of TCA 67-5-603, et seq., which have not been assessed and are not payable.

3. All matters shown on Plat recorded in Book 7900, page 39, Book 9700, page 707, and Book 11700, page 30, Register's Office for Davidson County, Tennessee.

4. Restrictions as contained in Book 7963, page 145, as re-recorded in Book 7966, page 60, as amended in Book 8085, page 402, Register's Office for Davidson County, Tennessee.

5. 20' public utility, drainage easement and landscape easement, 20' building setback line, drainage structures, sanitary sewer line and NES stubouts, all as more particularly shown on the survey by Littlejohn Engineering Associates, Inc., Robert M. Searson, RLS No. 1666, 1935 21st Avenue South, Nashville, Tennessee 37212, dated September 27, 1999.

OFFICIAL RECEIPT

BILL GARRETT
REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 11699 PAGE 596

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	CFEE	COMPUTER FEE	PRFEE	PROBATE FEE

0645648

REFERENCE

99 OCT 12 PM 1:34

REGISTER
COUNTY, TN.

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	170000.00
TA	629.00
	1.00
	47.00
	2.00
TOTAL	679.00
	679.00

13:37 1971 BBL

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

No. 1526709