This Instrument Prepared By:
Michael F. Deaton, Attorney
c/o APAC, Inc., Law Department
900 Ashwood Parkway, Suite 700
Atlanta, Georgia 30338-4780

NEW OWNER	SEND TAX BILL	MAP-PARCEL NO.
David Windle P.O. Box 291647 Nashville, TN 37229	SAME	Map 95-13 Parcel 133

SPECIAL WARRANTY DEED

SPECIAL WARRANTY DEED, made as of July 10, 2003, by and between **APAC-TENNESSEE, INC.**, a Delaware corporation, with a mailing address of P.O. Box 14000, Lexington, Kentucky 40512 ("GRANTOR"), and **DAVID WINDLE**, an individual, with a mailing address of P.O. Box 291647, Nashville, Tennessee 37229 ("GRANTEE").

W I T N E S S E T H:

For and in consideration of Ten and 00/100 Dollars ($10.00) and other good, valuable and sufficient consideration, the receipt of all of which is hereby acknowledged, GRANTOR hereby grants, bargains, sells, conveys and confirms to GRANTEE, his heirs, successors and assigns, the following tract or parcel of land:

Being a parcel of land in the 3rd Civil District, Nashville, Davidson County, Tennessee, being Lot 60, Section 51, Metropolitan Industrial Park, as of record in Book 4715, Page 161, described according to survey of Barge, Waggoner, Sumner & Cannon, dated September 20, 1974, as follows:

BEGINNING at a concrete monument in the northerly margin of Elm Hill Pike, located 198 feet, more or less, westerly from the centerline of Appleton Drive; thence, in a clockwise direction with the northeasterly side of Metropolitan Industrial Park, Section 20, N. 57º 51' W. 264.38 feet to a concrete monument; thence, with the southeasterly side of Metropolitan Industrial Park, Section 33, N 36º 36' E 188.50 feet to a point in the southwesterly margin of Appleton Drive; thence, with said Drive, S 53º 24' E 209.13 feet to a concrete monument; thence with a curve to the right having a central angle of 90º 24', a radius of 50 feet, 78.89 feet to a concrete monument in the northerly margin of Elm Hill Pike; thence, with said Pike with a curve to the left having a central angle of 04º 35' a radius of 1472.39 feet, 117.78 feet to the point of beginning containing 1.05 acres, more or less.

SUBEJCT TO all easements, conditions, restrictions and agreements of record.

Davidson County DEEDWARR
Recvd: 07/16/03 15:56 4pgs
Fees:23.00 Taxes:1295.00
20030716-0099889

Being the same property conveyed to APAC-Tennessee, Inc. by deed from Ashland-Warren, Inc., of record in Book X, Page _____, Register's Office for Davidson County, Tennessee. * 20030716-0099888

TO HAVE AND TO HOLD the same, together with the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining, unto GRANTEE, his heirs, successors and assigns, forever.

This Deed is made subject to all legal highways, zoning and building laws, ordinances and regulations, to all restrictions, easements, rights-of-way, exceptions, reservations and conditions contained in prior instruments of record in the chain of title to the property conveyed hereby and to any state of facts which an accurate survey would show.

GRANTOR, insofar as it has the legal right to do so, does further release, remise and forever quitclaim unto GRANTEE, all of GRANTOR's right, title and interest, if any, in and to all roadways, streets, alleys, easements and rights-of-way adjacent to or abutting on the above described tract or parcel of land.

GRANTOR covenants and warrants with GRANTEE that GRANTOR, its successors and assigns, shall (except for the property quitclaimed by the immediately preceding paragraph) warrant and defend the real property unto GRANTEE, his heirs, successors and assigns, against the claims and demands of GRANTOR and the lawful claims of all persons claiming by, through or under GRANTOR, but no other; provided, however, that any one claim or demand, or all claims and demands in the aggregate, pursuant to this warranty, shall in no event exceed Three Hundred Fifty Thousand and 00/100 Dollars ($350,000.00), which the GRANTOR and GRANTEE hereby agree to be the true and actual value of the real and personal property conveyed hereby.

Except as expressly provided in the immediately preceding paragraph, GRANTOR MAKES NO REPRESENTATION AS TO THE PROPERTY CONVEYED HEREBY, OR ITS CONDITION, ITS MERCHANTABILITY OR ITS SUITABILITY FOR ANY PARTICULAR USE OR PURPOSE, AND GRANTEE BY HIS ACCEPTANCE OF THIS DEED, HEREBY ACKNOWLEDGES THAT HE HAS BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY AND ACCEPTS THE SAME "AS IS," "WHERE IS" AND "WITH ALL FAULTS." GRANTEE shall not make any claim against GRANTOR for diminution of the value of the Property, remediation of any contamination on the Property, loss of use of the Property, handling, transportation or disposal of contaminated media from the Property, or any other loss, damage or expense as the result of any environmental contamination or other latent or patent defect in the Property's condition.

GRANTOR and GRANTEE hereby agree that ad valorem property taxes and all assessments on the real property conveyed hereby shall be prorated and allocated between GRANTOR and GRANTEE as of the date hereof, and GRANTEE, by his acceptance of this Deed, hereby assumes and agrees to pay the same from and after the date hereof.

The terms and provisions contained in this Deed shall be binding upon and inure to the benefit of GRANTOR and GRANTEE and their respective heirs, successors, personal representatives and assigns.

IN WITNESS WHEREOF, GRANTOR has caused its name to be subscribed hereto as of the day and year first above written.

APAC-TENNESSEE, INC.

By: Gordon B Denton

Its: PRESIDENT

STATE OF TENNESSEE
COUNTY OF BLOUNT

Personally appeared before me, an official Notary Public of the said county and state, GORDON B. DENTON with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be the PRESIDENT of APAC-TENNESSEE, INC., the within named bargainor, a corporation, and who acknowledged that as such PRESIDENT, he executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as PRESIDENT.

Carolyn H. Ferguson
Notary Public

CAROLYN H. FERGUSON NOTARY PUBLIC AT LARGE BLOUNT COUNTY TN

My commission expires: 9-11-04

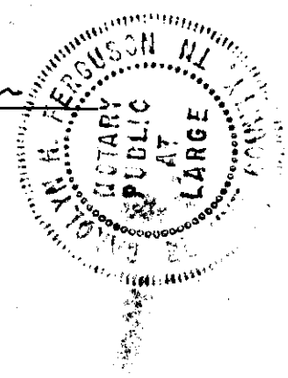
STATE OF Tennessee
COUNTY OF Blount

The actual consideration or value, whichever is greater, for this transfer is $350,000.00.

Gordon B Leach
Affiant

Sworn and subscribed before me this 10th day of ~~June~~ July, 2003.

Carolyn H. Ferguson
Notary Public



My commission expires: 9-11-04