



## Robertson County Tennessee

*Jody Stewart, Finance Director*

*Finance Department*

523 South Brown Street, Springfield, TN 37172

(615) 384-0202

Fax (615) 384-0237

POST DATE: **May 20, 2022**

**BID 1500: Sale of Improved Real Property Owned by Robertson County located at 4676 Highway 41 North, Springfield, Robertson County, Tennessee**

Sealed bids must be received by: July 22, 2022 at 10:00 AM

Robertson County Finance Office

523 South Brown Street

Springfield, TN 37172

**THE OUTSIDE OF THE ENVELOPE MUST BE MARKED WITH THE BIDDER'S COMPANY NAME, ITEM BID, TIME OF BID OPENING, DATE OF BID OPENING, BID NO. 1500 AND MUST BE MARKED "SEALED BID, DO NOT OPEN."**

Bids are opened and read aloud to the public at the Robertson County Finance Office, 523 S. Brown Street, Springfield, TN 37172 immediately after the bid receipt deadline. Each vendor may submit more than one bid provided each bid meets the stated specifications. Each bid must be submitted in a separate sealed envelope with the appropriate notation on the outside. All bids must be signed by an authorized agent and submitted on the prescribed forms. Submission of bids by telegraph, telephone, or other electronic means is strictly prohibited. Any brand name called for the bid specifications is provided as a reference only. Alternate brand name items offered for bid must be equivalent as to function, basic design, type and quality of material, method of construction, and any required dimensions. Bidder must attach a letter of exception to specifications.

To set up a site visit please contact Traye Fann, County Engineer at (615) 384-6216 or by email: [tfann@robco tn.org](mailto:tfann@robco tn.org). For assistance with bid procedures contact Taylor Tomblin, Robertson County Finance Office at (615) 384-0202 or by email: [ttomblin@robco tn.org](mailto:ttomblin@robco tn.org).

**Note: Robertson County reserves the right to reject any or all bids, to waive any technicalities or informalities, and to accept any bid deemed in the best interest of the County. All bids will be considered in accordance with Title VI and without regard to age, sex, color, race, creed, national origin, religious persuasion, marital status, political belief, or disability that does not prohibit the performance of duty.**

**This Instrument Prepared by:**  
**Clyde W. Richert III**  
**Richert & Dilliha, PLLC**  
**Springfield, TN 37172**

**CONTRACT FOR SALE OF REAL ESTATE**

THIS CONTRACT OF SALE made and entered into by and between ROBERTSON COUNTY, TENNESSEE, hereinafter referred to as the Seller,  
and \_\_\_\_\_ hereinafter referred  
to as the Buyer;

**WITNESSETH:**

1. **EARNEST MONEY:**

The Buyer herewith deposits with the Robertson County Finance Office the sum of \$1,000.00 as earnest money to constitute part payment of purchase price.

2. **AGREEMENT OF SALE:**

The Seller, in consideration of any earnest money deposited, and the mutual promises set forth in this Contract, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has this day sold, does hereby agree to convey by a good and valid special warranty deed to said Buyer, or to such person as Buyer may in writing direct, the following described real estate, with address of 4676 Highway 41 North, Springfield, Robertson County, Tennessee.

See attached Exhibit "A" for the legal description of the Property

3. **CONSIDERATION:**

The buyer agrees to purchase the Seller's interest in said real estate, and to pay therefore the total sum of \$\_\_\_\_\_ (\$\_\_\_\_\_) with any earnest money paid by Buyer to be applied toward the purchase price at closing.

4. BUYER DUE DILLIGENCE:

The Buyer acknowledges that Buyer has received and reviewed carefully the bid package received from the County which includes among other items a copy of known current leases which affect the property and which also includes a copy of this proposed Contract of Sale. The Buyer acknowledges the Buyer has made its own independent inspection of the property to Buyer's satisfaction. The Buyer acknowledges that Buyer is purchasing the property "AS IS" and "WHERE IS", and that the Seller makes no representation whatsoever as to the condition of the property or the uses to which that property may be put.

This conveyance will be made subject existing building restrictions and/or zoning ordinance of record and all other matters which may be applicable to the property, included but not limited to those leases with Square 1 Construction, LLC and the State of Tennessee. Said leases will be assigned to the Buyer, who will then take over the benefits and responsibilities of the leases, and the Buyer will hold the County harmless from any further lease responsibility.

5. PROPERTY TAXES:

To the extent there have been any property taxes assessed against the property those taxes for the year of closing shall be prorated between the parties as of the closing date. Any back property taxes already assessed, if any, will be paid by the Seller.

6. TITLE COSTS:

The parties agree that if the Buyer desires any owner's title insurance policy that will be the responsibility of the Buyer at Buyer's cost. Otherwise any title review will be the sole responsibility of the Buyer.

7. OTHER CLOSING COSTS:

Each party shall be responsible for their respective settlement-closing fee. The closing agent for the Seller will be Richert & Dilliha Title Services, Inc. The Seller will pay for the deed preparation fee. The Seller will deliver a Special Warranty Deed to the Buyer, with exception made for the leases referenced herein and all other matters of record. The Buyer shall be responsible for

the cost of recording the deed and any mortgage documents together with all transfer taxes thereon.

8. CLOSING DATE:

The execution of this Contract by the Buyer is considered an offer to purchase the property in keeping with the advertisement for sale and other bid related documents. The parties acknowledge that the acceptance by the County of such offer is solely conditioned upon the approval of the Buyer as the successful bidder by the Robertson County and that such acceptance is in the absolute and sole discretion of the County. The closing of this transaction shall take place on or before thirty (30) days from notice of final County approval to Buyer, such closing to occur no later than 4:00 PM local time at the offices of the closing agent in Springfield, Tennessee, and if that date is on a Saturday, Sunday or holiday, the closing is extended to the next business day.

9. BREACH OF CONTRACT BY BUYER:

If this Agreement be breached by Buyer, or the Buyer fails for any reason to complete the purchase of said property in accordance with the terms set forth above, the Buyer shall pay to the Seller any damages caused by said breach, including attorney's fees and costs. The earnest money herewith deposited by the Buyer may be applied to such damages, but this shall not preclude the Seller from suing for specific performance of this agreement or for damages, or both.

10. BREACH OF CONTRACT BY SELLER:

If this Agreement is breached by Seller or if the Seller fails for any reason to complete sale of said property in accordance with the terms as set forth above, the Seller shall return the earnest money to Buyer and the return of such earnest money shall be the sole remedy for such breach.

11. MISCELLANEOUS:

- A. It is expressly understood and agreed that this instrument, together with the referenced bid documents, contains the entire agreement between the parties and that, except as herein noted, there are no oral or collateral conditions, agreements, or representations, all such having been incorporated and resolved into this agreement. The terms of this contract may be modified or altered only in writing signed by all the

parties hereto.

- B. Should legal action become necessary to enforce this contract, the non-prevailing party shall pay all reasonable attorney's fees and costs of prosecution of the case incurred by both parties.
- C. There are no real estate commissions due.
- D. The parties acknowledge that a fax copy or scanned and e-mailed copy of this contract and the signatures hereto are to be treated as and have the same force and effect as an original.
- E. Possession of the property will be granted at closing subject to the herein reference leases.
- F. Any Seller insurance on the property will be cancelled as of the closing date.
- G. Clyde Richert serves as Attorney for the Seller. Should Buyer have any questions about this Contract on the sale process the Buyer acknowledges the opportunity to have consulted separate legal counsel.
- H. Time is of the essence as to this contract and all of the conditions thereof.

IN TESTIMONY WHEREOF, the parties hereto have hereunto set their signatures on the date(s) indicated below.

**SELLER:**

ROBERTSON COUNTY, TENNESSEE

BY: \_\_\_\_\_  
WILLIAM A. VOGLE, County Mayor

Date: \_\_\_\_\_

**BUYER:**

\_\_\_\_\_

Date: \_\_\_\_\_

ADDRESS NEW OWNER AS:  
Robertson County, Tennessee

THIS INSTRUMENT PREPARED  
BY: Gary L. Dilliha  
Attorney at Law  
Springfield, Tennessee

SEND TAX BILLS TO:  
N/A

Map: 080B  
Group: C  
Parcels: 001.00

Connie Stroud, Registrar  
Robertson County Tennessee  
Rec #: 269405 Instrument #: 321550  
Rec'd: 10.00 Recorded  
State: 0.00 9/18/2017 at 2:06 PM  
Clerk: 0.00 in Record Book  
Other: 2.00 1764  
Total: 12.00 Pgs 19-20

THIS DEED OF CONVEYANCE, executed and delivered by GLASS HOLDINGS, LLC, a Kentucky Limited Liability Company, hereinafter called the Grantor, to ROBERTSON COUNTY, TENNESSEE, a Tennessee governmental entity, hereinafter called the Grantee; WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor has this day bargained and sold, and does by these presents hereby sell, transfer and convey unto the said Grantee, successor and assigns, a certain tract or parcel of land located in the 9th Civil District of Robertson County, Tennessee, being more particularly described as follows, to-wit:

**BEGINNING** at an iron pin in the South margin of Old U.S. 41-E, said pin being the most northwest corner of this property and a corner to a 70 foot easement granted to Burley Warehouse, Inc. and continuing as follows; South 48 deg. 00' East 349.47 feet to an iron pin in the West right-of-way of New U.S. 41-E; thence North 01 deg. 56' West 596.34 feet to an iron pin at the intersection of the two right-of-ways; thence South 33 deg. 29' West 434.22 feet to the point of beginning, containing 1.72 acres, more or less, as per survey by Jack L. Head and Associates dated October 10, 1974.

Being Tract 4 of that property conveyed to Glass Holdings, LLC by deed from F&M Real Estate Transfer Corporation, of record in Record Book 1587, page 267, Register's Office for Robertson County, Tennessee.

TO HAVE AND TO HOLD the premises aforesaid, together with all the appurtenances and immunities thereto pertaining, unto the said Grantee, successor and assigns.

The Grantor further covenants with the Grantee, successor and assigns, that it has a good and perfect right to convey same, and that said property is unencumbered.

The Grantor further covenants with the Grantee that it will warrant and forever defend the title to said property against the lawful claims and demands of all persons whomsoever.

Taxes are to be prorated and possession granted as of the date of this deed.

IN WITNESS WHEREOF, the Grantor has hereunto set its signature on the date indicated in the notary acknowledgements below.

GLASS HOLDINGS, LLC

By   
LARRY D. GLASS, Member

STATE OF TENNESSEE )  
COUNTY OF ROBERTSON )

Before me, the undersigned, a Notary Public in and for the aforesaid State and County, personally appeared **Larry D. Glass**, 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 Member of Glass Holdings, LLC, the within named bargainer, a Limited Liability Company, and that he as such member, 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 member.

WITNESS my hand and official seal of office this the 14 day of September, 2017.

My Commission Expires: \_\_\_\_\_

  
NOTARY PUBLIC



This Instrument is exempt from State of Tennessee Recording Tax pursuant to T.C.A. §67-4-409(f) as, for the purposes of said statute, the Grantees herein is a municipality.

LEASE AMENDMENT #1

Prepared By:  
Clyde R. Richert, Atty.  
516 S. Main  
Springfield, TN. 37172

The First Lease Amendment entered into by and between ROBERTSON COUNTY, TENNESSEE, referred to herein as "LESSOR", and /or "the County", and SQUARE 1 CONSTRUCTION, LLC, referred to herein as LESSEE and/or "Square 1".

WITNESSETH:

WHEREAS, Glass Holdings, LLC formerly owned the property that is the subject of this Lease, and entered into the "Original Lease" with Square 1, dated September 30, 2014, a copy of said Original Lease attached hereto as Exhibit "1"; and

WHEREAS, the County later purchased this property from Glass Holdings and is now the Lessor of the Property; and

WHEREAS, the parties acknowledge that the Square 1 lease includes only a portion of the building and property, and that other portions of the building and property are presently leased by the County to the State of Tennessee; and

WHEREAS, the County and Square 1 have had certain discussions about the use of the building and property and wish to put those agreements into writing.

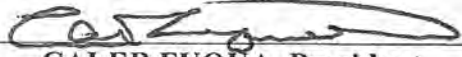
NOW, THEREFORE, the parties agree as follows:

1. The parties acknowledge that the current monthly rent is \$3,150.00.
2. The parties adopt and make part of the Lease that drawing as attached as Exhibit "2" hereto, which depicts the current occupancy of the lease space by Square 1 and the retained or State leased remainder of the Property.
3. The parties likewise adopt as "Exhibit 3" hereto attached, a new plan of occupancy, such that:
  - a. Square 1 will add to its leased space the 11.5 x 14', another 11.5 x 14', and the 14.5' x 14' and 14' rooms along the back wall of the building;
  - b. Square 1 will also add to its leased space the 16' X 14 "room and adjoining storage room along the right side of the hall proceeding from the front of the building to the back of the building;
  - c. Square 1 will continue to have use of the "shed area" located on the far northerly part of the property, but understands that the parking spaces adjacent to the shed are leased to and used by the State.

Connie Stroud, Register  
Robertson County Tennessee  
Rec #: 300871 Instrument #: 362036  
Rec'd: 75.00 Recorded  
State: 0.00 5/4/2020 at 4:13 PM  
Clerk: 0.00 in Record Book  
Other: 2.00 1955  
Total: 77.00 PGS 705-719

- d. The County will add to its retained area previously leased to Square 1, the 16' X 12' room, the 9' X 12" room, and the 16' X 12' room, all along the front of the building.
4. The parties agree that the above changes in occupancy of the building are depicted by the Exhibit 3 attached, with the new Square 1 leased space marked in cross hatch green and the County retained areas marked by cross hatch yellow and as otherwise set forth herein.
  5. Those areas marked in red on Exhibit 3, including the "unfinished area" and the elevated floor area are retained by the County.
  6. The lobby will remain as a common area as will the kitchen and restrooms. For so long as Square 1 maintains substantial use of the leased area, it shall continue to maintain in a clean and orderly manner these common areas and furnish such supplies as customary for the use of such areas. If the County makes use of its retained areas and/or leases those areas to another tenant, the maintenance of such common areas will be a joint obligation of such parties.
  7. The County will retain the right to use the 8 parking spaces facing US Highway 41 that are located on the left side of the building as you enter the building from said Highway. Square 1 shall retain the right to use the parking spaces that face the front of the building on that same side, any parking spaces to the southerly side of the building, and the right to use the concrete areas to the rear of the building. In addition, at the cost to the County, the County will upon request of Square 1 spread some "road shavings" or some other similar material such as to allow Square 1 parking in the grassy area to the far back of the Property, but after such initial work, if Square 1 desires to continue to use that area, future maintenance shall be the responsibility of Square 1. The County makes no representation about the zoning or other ability of use of this area since the Property lies within the City of Springfield.
  8. In all other respects the Original Lease remains in full force and effect.

**SQUARE 1 CONSTRUCTION, INC:**

By:   
CALEB FUQUA, President

**ROBERTSON COUNTY, TENNESSEE:**

By:   
WILLIAM A. VOGLE, County Mayor

STATE OF TENNESSEE     )  
COUNTY OF ROBERTSON    )

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared **CALEB FUQUA**, 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 Square 1 Construction, LLC, the within named bargainor, a corporation (or partnership), and that he, as such officer (or partner), being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation (or partnership) by himself as such officer (or partner).



Witness my hand and official seal at office this the 7 day of May, 2020.

Donna K Brigen  
NOTARY PUBLIC

My commission expires: 5/31/2020

STATE OF TENNESSEE     )  
COUNTY OF ROBERTSON    )

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared **WILLIAM A. VOGLE**, 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 Mayor of Robertson County, Tennessee, the within named bargainor, a corporation (or partnership), and that he, as such officer (or partner), being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation (or partnership) by himself as such officer (or partner).

Witness my hand and official seal at office this the 4 day of May, 2020.



Clyde W. Richert III  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

Connie Stroud, Register  
Robertson County Tennessee  
Rec #: 267359 Instrument #: 318847  
Rec'd: 50.00 Recorded  
State: 0.00 7/13/2017 at 10:18 AM  
Clerk: 0.00 in Record Book  
Other: 2.00 1751  
Total: 52.00 Pgs 757-766

Prepared by: Kim Glass  
364 N. L Rogers Wells Blvd.  
Glasgow, KY 42141  
Phone- 270-689-4544

### LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 30 day of September, 2014, by and between GLASS HOLDINGS, LLC, a Kentucky limited liability company, of 364 N L Rogers Wells Blvd., Glasgow, Kentucky 42141 (hereinafter "LESSOR"), and SQUARE 1 CONSTRUCTION, LLC, c/o Jesse Caleb Fuqua, of 4676 highway 41, Springfield, Tennessee 37172 (hereinafter "LESSEE");

### **WITNESSETH:**

THAT, WHEREAS, Lessor desires to lease Two Thousand Two Hundred (2,200) square feet of office space and the outside fenced-in coverage storage area, which is located at 4676 Highway 41 North, in Springfield, Robertson County, Tennessee (hereinafter "facility" or sometimes also referred to as "premises");

WHEREAS, Lessor and Lessee have reached an agreement whereby the Lessee shall lease from Lessor the facility;

NOW, THEREFORE, for an in consideration of the mutual terms and conditions hereinafter set out, Lessor does hereby rent and lease unto Lessee, and Lessee does hereby rent and lease from Lessor, the premises located at 4676 Highway 41 North, in Springfield, Robertson County, Tennessee.

The rental covenants and conditions of this Lease are as follows:

1. **Primary Term:** The primary term of this Lease is for a period of five (5) years, commencing on the 1st day of October, 2014, and ending 12:00 a.m., on the 30th day of September, 2019.
2. **Primary Term Rental:** Beginning on the 1st day of October, 2014, and

for each month thereafter during the primary term of this Lease Agreement, the rent shall be Three Thousand Dollars (\$3,000.00) per month. The monthly rental shall be due on or before the 1st day of each month, and in the form of direct deposit into Lessor's account. Lessor shall provide Lessee with the information and means necessary in order to make the direct deposits.

3. **Late Charge:** Lessee shall be given a five (5) day grace period within which to pay the rental after it becomes due and owing. However, if Lessee is more than five (5) days late in paying said rental, a late charge will be assessed and shall be five percent (5%) of said rental which is overdue.

4. **Security Deposit:** There shall be a refundable security deposit of one month's rent (\$3,000.00) which shall be paid upon execution of this Lease Agreement. The deposit will be refunded in full upon the tenants exit of the premises after any satisfied lease term or extended option, less any damage charges, normal wear and tear is expected or rental arrears.

5. **Renewal of Lease:** Lessee, having paid all rentals to be paid under the primary term of this Lease, or any extension or renewal thereof, and having otherwise complied with all other of its obligations hereunder, shall have the privilege of renewing this Lease for three (3) additional terms of five (5) years, upon the same terms and conditions. It is agreed by and between the parties hereto that each option of renewal shall be increased in the amount of Five Percent (5%) with respect to the monthly rental. For example, if Lessee elects to renew its lease after the initial term, the monthly rental and security deposit for the renewed term shall be \$3150.00. In the event

Lessee does not plan to renew this Lease, or any renewal thereof, Lessee shall give notice in writing to the Lessor, at least ninety days (90) prior to such non-renewal.

6. **Utilities.** All basic utilities (Electric, Gas, Water, Sewer and Storm Water Fees), with the exception of the telephone service, cable services and internet service are inclusive of the rent amount paid each month. Lessee is responsible for its own telephone, cable and internet service.

7. **Repairs, Alterations and Use.** Lessor shall keep the exterior or outside of the premises and the roof thereon in good condition and repair. It shall be the obligation of the Lessor to maintain and keep in good state of repair any and all air conditioning units, heating units, and electrical systems which have been installed in the leased premises. It shall be the obligation of the Lessee to keep and maintain in good state of repair the leased facility. Lessee shall make no alterations or improvements to the premises without the prior express written consent of Lessor.

8. **Liability Insurance.** During the primary term of this Lease, or any extension or renewal thereof, Lessee, at its sole expense, shall procure and maintain in full force and effect a policy of insurance covering liability for injuries to Lessee or any of Lessee's family, servants, employees, agents, visitors, licensees, or invitees, while on the premises in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate, naming Lessor as an additional insured and shall exhibit said policy to Lessor as proof of insurance.

9. **Worker's Compensation Insurance.** During the primary term of this Lease, or any extension or renewal thereof, Lessee shall, at its sole expense, procure

and maintain in full force and effect a worker's compensation policy of insurance covering liability for work related injuries to Lessee's employees and shall exhibit said policy to Lessors as proof of insurance. Said policy shall name Lessee and Lessor as the insured as their respective interests may appear.

10. **Casualty Insurance.** During the primary term of this Lease, or any extension or renewal thereof, Lessor, at its sole expense, shall procure and maintain in full force and effect a policy of insurance covering loss or damage to the premises, including building and contents, by fire or other casualty. The proceeds of such casualty insurance in the event of loss shall be paid to Lessor or its assigns. Should the premises herein be damaged by fire or other casualty and cannot be restored to a tenantable condition within a period of ninety (90) days following such damage or destruction, then either of the parties hereto may, within said period of time, terminate this Lease as of the date of such damage or destruction by notice in writing, to that effect to the other party. If, in the event of such damage or destruction, the premises can be restored to a tenantable condition within a period of ninety (90) days thereafter, then this Lease shall continue in full force and effect, but in that event the rental shall be abated for the period during which said premises are untenable.

11. **Use of leased property.** It is understood and agreed that Lessee shall not, during the primary term of this Lease, or any extension or renewal thereof, change the type of business being conducted upon the premises unless expressly authorized in writing by Lessor. Lessee is in the construction business. Lessee agrees that in its use of the premises, it will comply with all rules, regulations, and the casualty

underwriters, as well as all ordinances and laws of the City of Springfield, State of Tennessee, or the United States of America, and any similar bodies or agencies having supervision or control of the use and maintenance of said premises.

12. **Lost or Stolen Items.** Because the leased facility being utilized by Lessee is within other leased areas in the same building, Lessor will not be responsible for any lost or stolen items, and Lessee is solely responsible for keeping its leased facility locked and secured.

13. **Taxes.** Lessor shall pay all City, County, State and School ad valorem taxes which may be levied against the leased property.

14. **Assignment and Sub-letting.** Lessee shall not assign or sub-lease the leased property unless assignment or sub-letting is approved in writing by Lessor.

15. **Right of entry and inspection.** Lessor is to have the right of entry at any reasonable time in order to inspect the leased property for the purposes of determining its condition of upkeep and the manner in which Lessee is complying with the provisions of this agreement.

16. **Insolvency proceeding.** If Lessee shall be adjudged bankrupt or shall make or suffer any assignment for the benefit of creditors or the appointment of a receiver for the benefit of creditors or any other insolvency proceeding, Lessor shall have the right, at its option, to immediately terminate this Lease and to take possession of the premises and all improvements therein, as liquidated damages, provided that such termination shall not relieve Lessee of any debts already owing under this Lease Agreement.

17. **Waiver.** No waiver of any of the covenants and agreements herein contained or of any breach thereof shall be taken to constitute a waiver of any subsequent breach of such covenant or agreement or to justify or authorize the non-observance at any time of the same or of any other covenants and agreements herein contained.

18. **Default.** If Lessee shall not pay the monthly installments of rent within thirty (30) days after such monthly rental payments are due, or shall fail to correct any other default within thirty (30) days after written notice of such default, Lessor may, at its option, terminate this Lease upon giving ten (10) days written notice to Lessee to vacate, sent to its address by registered mail and declare all unpaid rents under the terms of this lease or any extension or renewal thereof, to be immediately due and payable, to enter upon the premises and to take possession with full right to sue on and collect all rents and other amounts for payment of which Lessee shall then be in default, and Lessee agrees to surrender quiet and peaceful possession of the premises to Lessor within five (5) days after Lessor shall have given to Lessee notice in writing that this Lease is to be forfeited because of such default. Lessor may, at its option, bring suit for the collection of all rents and other amounts due under this agreement without entering into possession of the premises or voiding or terminating this Lease.

19. **Return of leased property to Lessor.** Upon termination of this Lease, or any extension or renewal thereof, Lessee covenants that it will return the leased property to Lessor in the same condition as the premises were in at the beginning of this Lease, reasonable wear and tear excepted, and Lessee covenants it will restore the

leased property back to such condition and will be liable to Lessor for any reasonable costs incurred by Lessor in restoring said premises to such condition.

20. **Liability for damages.** Lessors and its agents shall not be liable for any loss of or damage or injury to the person or the property of Lessee, or of any of Lessee's family, servants, employees, agents, visitors, licensees, or invitees, due to any defect in the structure or its equipment on the premises or the building of which the premises is a part, or from any other cause. Lessee shall indemnify and hold Lessor harmless from any loss, damage, cost or expense arising out of any claim asserted by any person because of any loss of or damage or injury to the person or property of any person caused by an act, fault or neglect of Lessee and/or servants, employees, agents. Lessor shall be responsible for damages caused by the Lessor's neglect and shall indemnify Lessee for any damages occasioned by the same.

21. **Addresses of parties.** Any notices required or given by one party to the other pursuant to this Lease or any extension or renewal thereof shall be directed to the following appropriate address, or to another changed address, the notice of which has been given in writing by one party to the other:

Glass Holdings, LLC  
Attn: Kim Glass  
[kim.glass@glassholdingsllc.com](mailto:kim.glass@glassholdingsllc.com)  
364 N. L Rogers Wells Blvd.  
Glasgow KY 42141  
Phone: 270-629-4544

Square 1 Construction, LLC  
Attn: Jesse Caleb Fuqua  
email: [Fugua.square1construction@gmail.com](mailto:Fugua.square1construction@gmail.com)  
4676 Highway 41 N  
Springfield, TN 37172

Phone:615-881-3856

22. **Right to terminate for material change in circumstances.** In the event ownership of either the Lessor or Lessee is sold, transferred, merged, or otherwise changed subsequent to the execution of this Lease Agreement, at the option of either the Lessor or Lessee, this Lease Agreement may be terminated upon ninety (90) days written notice. Further, should there be such a change in ownership, it shall be the affirmative duty of the Lessor or Lessee, as the case may be, to notify the other party in advance of such anticipated change so that the affected party may make an informed decision whether or not to terminate.

23. **Miscellaneous.** Lessor covenants that it has approved this Lease through its Members and that its Member, Larry D. Glass, is authorized to execute this Lease on its behalf. Lessee covenants that it has approved this Lease through its Members and that its Member, Jesse Caleb Fuqua, is authorized to execute this Lease on its behalf.

Lessee shall not incur any indebtedness in Lessor's name under any circumstance, nor shall Lessee in any way encumber the leased property.

Lessor shall be solely responsible for the payment of any liens or encumbrances against the real estate or personal property being leased, including mortgage or chattel indebtedness, and shall keep same current during the primary term of this Lease, or any extension or renewal thereof, so as not to affect the Lessee's interest in the leased property. Should any of Lessor's creditors require, from time to time, Lessee to sign any documents to facilitate Lessor's loan transaction, including estoppel documents or

non-disturbance and attornment agreements, then in that event, Lessee shall comply with such request.

24. **Signage.** Lessee shall be entitled to erect a sign on the premises advertising its services. Location and design of the sign shall be approved in writing by the Lessor before it is placed on the premises.

25. **Other advertising.** Lessor and Lessee shall keep all print, television, radio and other advertising campaigns separate and apart from each other.

26. **Parking Spaces.** Lessee will occupy parking spaces in front of the leased facility, including the side parking lot for storage bins and other of its equipment.

27. **Enforcement of Lease.** Lessee shall be responsible for all costs associated with Lessor's enforcement of this Lease and collection of rent, including, but not limited to, filing fees, court costs and reasonable attorney fees.

28. **Entire agreement.** This written Lease Agreement supercedes any and all other agreements between the parties hereto and subsequent modification of this Lease Agreement shall be binding upon the respective heirs, personal representatives, and assigns, for and of the parties hereof.

IN TESTIMONY WHEREOF, Lessor and Lessee have caused this Lease Agreement to be executed in duplicate this day and date first herein above written.

LESSOR:

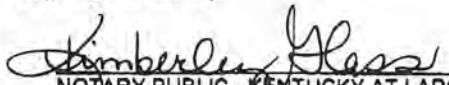
  
GLASS HOLDINGS, LLC  
BY: Larry D. Glass, Member

LESSEE:

  
SQUARE 1 CONSTRUCTION, LLC  
BY: Jesse Caleb Fuqua, Member

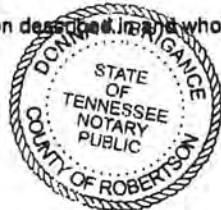
STATE OF KENTUCKY  
COUNTY OF BARREN

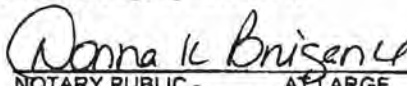
On the 30 day of September, 2014, the foregoing instrument was acknowledged, subscribed, and sworn to before me by GLASS HOLDINGS, LLC, LESSOR, by and through its Member, Larry D. Glass, who personally appeared before me and is known to me (or who produced sufficient evidence that he is the person described in and who executed the foregoing instrument.)

  
NOTARY PUBLIC - KENTUCKY AT LARGE  
My Commission Expires: July 27, 2017  
ID 492287

STATE OF Tennessee  
COUNTY OF Robertson

On the 13 day of ~~September, 2014~~ July 2017, the foregoing instrument was acknowledged, subscribed, and sworn to before me by SQUARE 1 CONSTRUCTION, LLC, LESSEE, by and through its Member, JESSE CALEB FUQUA, who personally appeared before me and are known to me (or who produced sufficient evidence that he is the person described in and who executed the foregoing instrument.)



  
NOTARY PUBLIC - AT LARGE  
My Commission Expires: May 31, 2020

## Exhibit 2

Fuqua Current Office Lease  
Area = 2,132 sq. ft. +/-

Additional Office Lease  
Area = 860 sq. ft. +/-

Additional Office Lease  
Area = 1,747 sq. ft. +/-



## Exhibit 3

### Fuqua Revised Office Lease

Area = 2,352 sq. ft. +/-

### Additional Office Lease

Area = 860 sq. ft. +/-

### Additional Office Lease

Area = 1,527 sq. ft. +/-

Department of Safety  
Lease Area  
Approx. 7,000 sq. ft.



**LE 0464**

This Instrument Prepared by:

State of Tennessee

Real Estate Asset Management

William R. Snodgrass Tennessee Tower

24<sup>th</sup> Floor, 312 Rosa L. Parks Avenue

Nashville, TN 37243-1102

AGENCY: Department of Safety DLI / THP	349.02
BUSINESS UNIT: 501.03	CHARTFIELD LOCATION: 74009

LEASE NUMBER: **0464**

NOTE: No handwritten or interlineated change to this lease will override this lease

*State is Tenant*

This lease document is not effective or Binding unless approved in printed text according with all applicable laws

ESC 01/23/2017 Template

1. Date of this Lease: *December 19, 2019*

Name and Address of Building:

4676 Highway 41 North, Suite C

Springfield, TN 37172

2. Tenant: State of Tennessee

Landlord Name, Address, Contact Information:

Robertson County Government

523 South Brown Street

Springfield, TN 37172

Phone: 615-384-0202 Jody Stewart

Email Address: jstewart@robcofn.org

3. Leased Premises: The portion of the Building and all other areas described on Exhibit B.4. Rentable Square Feet 6,688 sf.Usable Square Feet: 6,100 sf.Term of the Lease: 5 year(s) and 0 month(s)5. The Lease shall commence on **January 1, 2020**6. Termination for Convenience: Tenant may terminate this Lease at any time by giving written notice to Landlord at least 90 days prior to the date the termination becomes effective. See paragraph 26 for Termination Fee

## 7. Monthly Rental Installments:

Lease Year(s)	Annual Rental	Monthly Rental Installments	Rental Rate Per Rentable Square Foot
1	\$ 89,284.80	\$ 7,440.40	\$ 13.35
2	\$ 89,284.80	\$ 7,440.40	\$ 13.35
3	\$ 89,284.80	\$ 7,440.40	\$ 13.35
4	\$ 89,284.80	\$ 7,440.40	\$ 13.35
5	\$ 89,284.80	\$ 7,440.40	\$ 13.35
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$

## 8. Utilities and Services:

☐ (Full Service) All utilities, janitorial services, and supplies are included in the Monthly Rent installments☒ (Modified Gross) The following utilities, services, and supplies are not included in the Monthly Rent Installments: janitorial services and supplies.

## 9. Improvements (check any that apply):

☒ A. Existing Space ( New Tenant or Renewal)☒ B. Landlord to build out space pursuant to Exhibit D

## 10. Attached hereto and incorporated herein for all purposes are the following additional exhibits:

Exhibit A- Lease Standard Terms and Conditions

Exhibit B- Description of Leased Premises

Exhibit C- Commencement Date Agreement - **Intentionally deleted**

Exhibit D- Special Buildout and Other Specifications

<b>LANDLORD: ROBERTSON COUNTY, TN</b>	<b>TENANT: STATE OF TENNESSEE</b>
By: <u>William A. Vogle</u>	<u>Christi W. Branscom</u> Christi W. Branscom, Commissioner of Department of General Services
Name: William A. Vogle	
Title: <u>Mayor</u>	
Date: <u>12-17-19</u>	Date: <u>12/19/19</u>

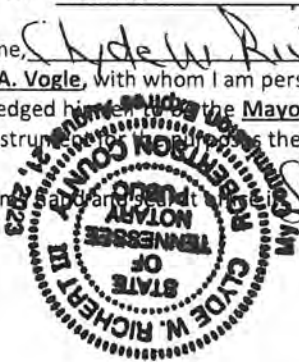
**LANDLORD NOTARY**

STATE OF TENNESSEE

COUNTY OF Robertson

Before me, Clyde W. Richert III, Notary Public in and for the County and State aforesaid, personally appeared William A. Vogle, 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 Mayor of Robertson County, the within named Landlord, and that he as such Mayor executed the within instrument for the purposes therein contained by signing the name of the entity by himself as such Mayor.

Witness my hand and seal at Springfield, Tennessee, on this the 17 day of December, 2019.



Clyde W. Richert III  
Notary Public

My Commission Expires: \_\_\_\_\_

(seal)

**TENANT NOTARY**

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, Loretta Marie Balty, Notary Public in and for the County and State aforesaid, personally appeared Christi W. Branscom, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged herself to be Commissioner of the Department of General Services for the State of Tennessee, the within named Tenant, and that she as such representative, executed the foregoing instrument for the purposes therein contained and signed the name of the State of Tennessee, by herself as Commissioner, Department of General Services for the State of Tennessee.

Witness my hand and seal, at office in Nashville, Tennessee, this the 19<sup>th</sup> day of December, 2019.



Loretta Marie Balty  
Notary Public

My Commission Expires: March 3, 2020

(seal)

## EXHIBIT A

**NOTE:** No hand written or interlineated changes to this Lease will override the printed text of this lease.

In consideration of the mutual covenants and representations set forth in the Lease (the "Lease") and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows. The capitalized terms used herein shall have the meaning assigned to such terms in the Lease, unless another meaning is assigned to such terms in this Exhibit A.

1. **DEMISE.** Upon the terms and conditions hereinafter set forth and as set forth in the Lease, Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, the Leased Premises for the Term of the Lease. Landlord represents and warrants to Tenant that Landlord is the fee simple owner of the Leased Premises and has the right to lease the Leased Premises to Tenant pursuant to the terms of the Lease. Landlord further represents and warrants to Tenant that there are no easements, covenants, restrictions or other agreements or instruments encumbering the Leased Premises that (i) contain any pre-approval rights relating to the Lease (including any lender approval rights) which have not been secured by Landlord, or (ii) would interfere with or restrict Tenant's ability to use the Leased Premises for office, storage and any other purpose permissible under applicable law (the "Permitted Use"). Landlord further represents and warrants to Tenant that (x) the use of the Leased Premises for the various purposes for which it is presently being used is permitted under all applicable zoning legal requirements and (y) all utilities necessary for the use of the Leased Premises for the various purposes for which it is presently being used are being supplied to the Building via publicly dedicated utility easement areas. The Request for Lease Proposal from which the Lease originated and the Landlord's response to the Request for Lease Proposal (collectively, the "Proposal Package") are hereby incorporated in the Lease; provided, however, that in the event of any conflict between the Proposal Package and the Lease, the Lease shall control.
2. **RENT.** The Monthly Rental Installments for the lease of the Leased Premises shall be payable in **arrears on the last day of each and every month during the term** hereof to Landlord by Automated Clearing House (ACH) payment to the account set forth on the Supplier Direct Deposit Authorization Form.
  - A. No payment shall be made by Tenant under the Lease until Tenant has received an "IRS W-9 Form" and a "Supplier Direct Deposit Authorization Form" which have been properly completed and signed by all required parties on the forms provided by the Tenant. Landlord acknowledges that the "Supplier Direct Deposit Authorization Form" must be certified by Landlord's financial institution (bank) and that that the State will only accept the original Supplier Direct Deposit Authorization Form received directly from the Landlord or its bank. The original, completed "IRS W-9 Form" and "Supplier Direct Deposit Authorization Form" must be sent to the Tenant at the following address and marked **CONFIDENTIAL**:
 

State of Tennessee  
Attn: Supplier Maintenance  
21st Floor WRS Tennessee Tower  
312 Rosa L Parks Avenue  
Nashville, TN 37243
  - B. Notwithstanding anything in the Lease to the contrary, Landlord agrees that the rent provided under the terms of this Section 2 is based in part upon the costs of the services, utilities, and supplies to be furnished by Landlord pursuant to Section 3 hereof and that should Tenant vacate the Leased Premises prior to the end of the Term of the Lease, or, if after notice in writing from Tenant, all or any part of such services, utilities or supplies for any reason are not used by Tenant, then, in such event, the Monthly Rental Installments as to each month or portion thereof as to which such services, utilities or supplies are not used by Tenant shall be reduced by an amount equal to the average monthly costs of such unused services, utilities or supplies during the six-month period immediately preceding the first month in which such services, utilities or supplies are not used.

## 3. LANDLORD'S OBLIGATIONS.

- A. Utilities: If required by Block 8 of the Lease, Landlord shall, at Landlord's expense, furnish all utilities to the Leased Premises, including electrical, gas, water and sewer, heat, ventilation, and air conditioning in capacities sufficient for the Permitted Use; provided, however, Tenant shall be responsible for telephone and data services. These utilities, if provided by Landlord, must be provided on a 24 hours per day, 7 days a week basis. The temperature of the telecom closet on the Leased Premises at all times shall be maintained between 64 and 75 degrees with a relative humidity range of 30-55%. The temperature of the interior of the Leased Premises where State employees or contractors operate at all times shall be maintained between 68 and 72 degrees with a relative humidity range of 30-55%.
- B. Maintenance: Landlord shall, at Landlord's expense, and as required to keep the Building and the Leased Premises in a good, attractive and safe condition, maintain and repair, in a good and workmanlike manner and in compliance with all replacement and maintenance schedules followed by prudent landlords of commercial buildings, (i) the Building, including, but not limited to, the roof, foundation and exterior and load-bearing walls; (ii) the mechanical, plumbing and electrical systems, including, but not limited to, air conditioning, heating, plumbing, wiring and piping and all filters, valves and other components; (iii) the land upon which the Building is located, including any landscaped areas, parking areas and driveways, including, but not be limited to the following: weekly lawn cutting during the growing season, debris pick-up, leaf removal, mulching of planting beds, maintain any landscaping, daily snow and ice removal from parking areas and entrances to the Leased Premises; (iv) elevators, if any; (v) interior of the Building and the Leased Premises, including but not limited to repair, maintenance, patching, mold, mildew, and moisture removal, and painting of the walls, floors, ceilings, carpet and other surfaces; and (vi) all lighting components, including but not limited to, furnishing and monthly replacement of electrical light bulbs, fluorescent tubes, ballasts and starters. Landlord shall also, at Landlord's expense, furnish and maintain appropriate outside trash and refuse receptacles for the disposal of trash and refuse from the Leased Premises. Furthermore, Landlord shall have maintenance personnel available to respond to routine calls within twenty four (24) hours and emergency calls within four (4) hours. "Emergency" repair or maintenance calls shall include, but not be limited to, situations involving HVAC, electrical, plumbing, roof leaks, utility disruptions, ingress and egress, and environmental issues which prevent the Tenant from using the Leased Premises for the Permitted Use.
- C. Insurance: Landlord shall, at Landlord's expense, maintain fire and extended coverage insurance on Leased Premises, in an amount not less than the full replacement cost of the Building, and comprehensive general liability insurance coverage in the sum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) per annual aggregate against any and all liability, loss or damage arising from any injury or damage to any person or property occurring in or about the Leased Premises or the Building resulting from Landlord's negligence or matters arising for reasons beyond Tenant's control. The policies described in this Section shall name Tenant as an additional insured. Annually, Landlord shall furnish Tenant with a certificate of such coverage which shall provide that thirty (30) days' advance written notice shall be given to Tenant in the event of cancellation or material change in the insurance policies maintained as required herein.
- D. Taxes: Landlord shall be responsible for payment of all real estate taxes assessed against the Building or land on which the Building is located, as well as all applicable local, state and federal income taxes which are or may be payable by Landlord. Landlord, by virtue of leasing property to Tenant, does not become a State of Tennessee agency, entity, or employee and is not entitled to any rights, privileges or immunities pertaining to the State or its agencies and instrumentalities.
- E. Janitorial: If required by Block 8 of the Lease, Landlord shall, at Landlord's expense, provide janitorial services and janitorial supplies, including break room supplies, to the Leased Premises in accordance with the following schedule:
- i. Daily: Dust all furniture, counters, cabinets and window sills; sweep and/or vacuum all floors; empty all wastebaskets and ashtrays; dispose of all rubbish; clean and maintain in sanitary condition all restrooms and plumbing fixtures; sweep sidewalks, stairways and halls; replace light bulbs, tubes, ballasts and starters if necessary; and stock supplies.

- ii. Weekly: Mop all floors and dust all Venetian blinds; and vacuum carpets, if any.
  - iii. Quarterly: Strip and wax all floors, if not carpeted.
  - iv. Semi-Annually: Wash all windows, venetian blinds, light fixtures, walls and painted surfaces and clean all carpeted areas via commercial hot water extraction or commercial chemical dry cleaning.
- F. Pest Control: Landlord shall, at Landlord's expense, provide monthly interior and quarterly exterior pest extermination services. All such services shall be performed after normal business hours.
4. **IMPROVEMENTS.** Tenant shall have the right during the existence of the Lease to make alterations, attach fixtures and erect additions, structures or signs in or upon the Leased Premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the Leased Premises under the Lease or any prior lease of the Leased Premises by Tenant shall be and remain the property of Tenant and may be removed therefrom by Tenant prior to the termination or expiration of the Lease or any renewal or extension thereof, or within a reasonable time thereafter. Tenant shall be permitted to maintain, inspect, repair and replace any equipment or fixtures installed by Tenant on the Leased Premises.
5. **TERMINATION FOR CAUSE.** Tenant may in its sole discretion terminate the Lease at any time for any of the following causes: (a) Landlord's failure to disclose any conflict or potential conflict of interest existing at the date of the Lease or hereafter created; (b) termination or consolidation of Tenant's operations or programs housed in the Leased Premises because of loss of funding; (c) lack of funding by the appropriate Legislative Body for obligations required of Tenant under the Lease; (d) misrepresentations contained in the response to the request for proposal or committed during the negotiation, execution or term of the Lease; (e) failure to comply with the assertions and promises set forth in the response to the request for proposals; (f) the availability of space in Tenant-owned property, provided that no cancellation for this reason may take place until the Lease has been in effect for one year; and (g) any default by Landlord which is not adequately remedied in accordance with Section 7 hereof. Notwithstanding the foregoing, all terms and conditions of the Lease are made subject to the continued appropriations by the appropriate Legislative Body.
6. **ENVIRONMENTAL PROVISIONS.** Following due inquiry, Landlord represents that there are no hazardous substances or hazardous wastes as defined by the Comprehensive Environmental Response and Liability Act or any hazardous wastes as defined by the Resource Conservation and Recovery Act, or any mold, PCB's, radon or asbestos containing materials, located on, in or about the Leased Premises to be occupied by Tenant. Landlord agrees that should any hazardous wastes, hazardous substances, mold, PCB's, radon or asbestos containing materials be determined to be present as a result of the acts or omissions or negligence of any person or legal entity, other than Tenant, Landlord shall indemnify, hold harmless and defend Tenant from all claims, damages, expenses or litigation resulting from the presence of such materials. If Tenant reasonably believes that hazardous substances may be present in the Leased Premises or the Building, Landlord will engage, at its expense, a qualified third party engineer to conduct an appropriate environmental survey. If hazardous substances are found or such survey indicates a risk of such hazardous substances being present in the Leased Premises or Building, then Landlord, at its expense, will make all necessary changes and/or corrections so that the Building and/or the Leased Premises are in compliance with all environmental laws and regulations. In the event Landlord discovers hazardous materials on the Leased Premises during the Term of the Lease, Landlord shall promptly notify Tenant.

## 7. DEFAULT.

- A. Tenant shall be in default of the terms of the Lease if Tenant shall fail to make a payment of any rent or additional rent, and such rent or additional rent is not paid within ten (10) days of written notice by Landlord to Tenant of non-payment of same, or in the event that Tenant shall otherwise commit an act of default under the terms hereof, and shall not cure such default within thirty (30) days of written notice by Landlord to Tenant of such default, or, if it is not possible to complete the cure by such time, Tenant has not commenced the cure within such 30 day period and does not thereafter diligently pursue the same to completion within a reasonable time thereafter. In the event of default by Tenant hereunder:
- i. Landlord may continue the Lease in full force and effect and shall have the right to collect rent when due. During the term Tenant is in default, Landlord may reenter the Leased Premises with legal process and re-let same, or any part thereof, to third parties for Tenant's account. Tenant shall pay to Landlord the rent due under the Lease on the date such rent is due, less the rent Landlord receives from any re-letting. Landlord shall make its best efforts to re-let the Leased Premises at a reasonable price. Under this paragraph, Tenant's obligations shall not exceed the total rent due for the remainder of the term.
  - ii. Landlord may terminate the Lease pursuant to the terms of this Section. Upon termination, Landlord shall have the right to collect an amount equal to all expenses, if any, not including attorneys' fees, incurred by Landlord in recovering possession of the Leased Premises and all reasonable costs and charges for the care of the Leased Premises while vacated by Tenant.
- B. Except as specifically set forth herein, Landlord shall be in default of the terms of the Lease if Landlord shall commit an act of default under the terms hereof, and shall not cure such default within twenty (20) days of written notice by Tenant to Landlord of such default, or, if it is not possible to complete the cure by such time, Landlord has not commenced the cure within such 20 day period and does not thereafter diligently pursue the same to completion within a reasonable time thereafter. In the event of a default by Landlord hereunder, Tenant may, in addition to all rights and remedies available at law or in equity, (i) cure such default and deduct any reasonable and necessary amounts incurred by Tenant in connection therewith from future rent payments due by Tenant hereunder with the presentment of receipts for such reasonable and necessary actions, or (ii) terminate the Lease. Notwithstanding the foregoing, in the event that Tenant is unable, in its reasonable judgment, to operate in the Leased Premises as a result of the failure by Landlord to satisfy its obligations pursuant to Section 3 hereof (A) for a period of more than forty eight (48) consecutive hours, then the rent shall abate during the entire period of the disruption and Tenant shall have the right to terminate the Lease in the event Landlord remains unable to satisfy its obligations pursuant to Section 3 hereof for a period of more than ten (10) consecutive days; or (B) more than ten (10) days during any twelve (12) month period, then Tenant shall have the right to terminate the Lease.
8. END OF TERM. At the termination of the Lease, Tenant shall surrender its interest in the Leased Premises to Landlord in as good condition and repair as reasonable use thereof will permit, ordinary wear and tear excepted, and will leave the Leased Premises broom clean. Tenant shall have the right, prior to said termination, to remove any equipment, furniture, trade fixtures or other personal property in the Leased Premises owned by Tenant, provided that Tenant promptly repairs any damage to the Leased Premises caused by such removal. In the event of holding over by Tenant after the expiration or termination of the Term of the Lease, Tenant shall pay rent at the then current rate for rent as set forth in the Lease, on a monthly basis and the Term of the Lease shall be automatically extended for successive periods of one (1) year each; provided that during any automatically extended period following the expiration of the Term of the Lease, Landlord and Tenant shall each have the right to terminate the Lease by delivering written notice to the other at least ninety (90) days prior to the desired expiration date.

9. **DAMAGE OR DESTRUCTION.** If the Leased Premises are damaged by fire or other casualty, the damage shall be repaired by and at the expense of Landlord (excluding any personal property which is owned by Tenant), provided that such repairs can, in Landlord's opinion, be made within sixty (60) days after the occurrence of such damage. Landlord shall notify Tenant within fifteen (15) days of the event of casualty of its determination. Until such repairs are completed, the rent shall be abated in proportion to the part of the Leased Premises rendered unusable, but there shall be no abatement of rent for a period equal to one (1) day or less. If such repairs cannot, in Landlord's opinion, be made within sixty (60) days and Landlord nonetheless chooses to repair, then Tenant may, at its option, continue as Tenant under the Lease until such repairs are completed, during which time all rent shall abate, or Tenant may terminate the Lease. A total destruction of the Building in which the Leased Premises are located shall automatically terminate the Lease. Total destruction of the Building shall be defined as damage greater than fifty percent (50%) of the then replacement value thereof.
10. **NOTICES.** Any notice required or permitted to be given hereunder shall be sufficiently given if personally served, sent by registered or certified mail, or by reputable overnight courier, addressed to the relevant party at the addresses specified in the Lease, for Landlord, and for Tenant to: Real Estate Asset Management, 312 Rosa L. Parks Avenue, 24th Floor, Nashville, Tennessee 37243.
11. **QUIET ENJOYMENT.** Landlord warrants and shall defend Tenant in the quiet enjoyment and possession of the Leased Premises during the term and any extension or renewal thereof.
12. **SUBORDINATION, ATTORNMEN AND NON DISTURBANCE.** Tenant agrees that the Lease and all rights of Tenant hereunder are and shall be subject and subordinate to any ground or underlying lease which may now or hereafter be in effect regarding the Building or any component thereof, to any mortgage now or hereafter encumbering the Leased Premises or the Building or any component thereof, to all advances made or hereafter to be made upon the security of such mortgage, to all amendments, modifications, renewals, consolidations, extensions and restatements of such mortgage, and to any replacements and substitutions for such mortgage (collectively, "Mortgages"); provided as a condition to such subordination, any holder of the Mortgage must enter into a Subordination, Non-Disturbance and Attornment Agreement with Tenant in form reasonably acceptable to Tenant. In the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under, or in the event of a deed in lieu of foreclosure with respect to any Mortgage covering the Leased Premises or the Building, or in the event of termination of any lease under which Landlord may hold title, Tenant shall, at the option of transferee, attorn to such transferee and shall recognize and be bound and obligated hereunder to such person as Landlord under the Lease, unless the Lease is terminated. Notwithstanding anything contained herein to the contrary, so long as Tenant is not in default in the payment of rent, or in the performance of any of the other terms, covenants or conditions of the Lease beyond any applicable cure periods, no mortgagee or similar person shall disturb Tenant in its occupancy of the Leased Premises during the original or any renewal term of the Lease notwithstanding any event or proceedings described in this section.
13. **APPROVALS.** Neither the Lease nor any amendment or modification hereto shall be effective or legally binding upon Tenant, unless and until a fully executed, original Lease has been returned to Tenant and the review and approval by all appropriate State officials and the State Building Commission, if applicable has been obtained.
14. **COMPLIANCE WITH LAWS.** Landlord represents and warrants to Tenant that as of the Commencement Date, the Building and the Leased Premises will comply with the provisions of the Americans with Disabilities Act (ADA) in all material respects. Landlord hereby indemnifies and holds harmless Tenant from and against all costs, liabilities, and causes of action occurring or arising as a result of Landlord's failure to comply with any of the requirements of the ADA or similar laws or as a result of any violation of any of the requirements of the ADA or similar laws by Landlord or its agents. Tenant reserves the right, at any time during the Term of the Lease, to require Landlord to make additional reasonable accommodations to comply with the Americans with Disabilities Act. These accommodations may include, but are not limited to, modifications to the exterior or interior of the Building, any ingress and egress points to the Building or property on which the Building stands, or any portion of the property that may serve to limit accessibility to disabled persons. Landlord shall provide all life safety equipment, including but not limited to, fire extinguishers and smoke alarms, in compliance with applicable municipal building codes.

15. **FORCE MAJEURE.** With the exception of the obligation of Tenant to pay rent and all other amounts that may be due from time to time under the Lease, if either party shall be delayed or hindered in or prevented from doing or performing any act or thing required hereunder by reason of any matters beyond the reasonable control of such party, then such party shall not be liable or responsible for any such delays and the doing or performing of such act or thing shall be extended for a period equivalent to the period of such delay. In such event, the Lease and the obligations of both parties to perform and comply with all of the other terms and provisions of the Lease shall in no way be affected, impaired, or excused.
16. **RECORDS RETENTION.** Landlord shall maintain documentation for all charges against Tenant under the Lease. The books, records and documentation of Landlord, insofar as they relate to reimbursement by Tenant for costs incurred, whether in whole or in part, shall be maintained in conformity with generally accepted accounting principles for a period of five (5) full years from the date of what amounts to the final payment under the Lease, and shall be subject to audit, at any reasonable time and upon reasonable notice by the Comptroller of the Treasury or his duly appointed representative or a licensed independent public accountant.
17. **SPACE AUDIT.** Landlord certifies that the rentable square feet set forth in the Lease is accurate to the best of its knowledge. Within thirty (30) days of the Commencement Date, Tenant reserves the right to perform physical measurements of the Leased Premises and adjust the Monthly Rental Installments proportionally based upon such measurements.
18. **COMMON AREAS.** During the Term of the Lease, Landlord agrees that Tenant and its employees, agents, invitees and visitors shall have the non-exclusive right to use the Common Areas for their intended purpose. Except for repairs, maintenance and replacements required under the Lease, Landlord shall not materially alter (or permit the material alteration of) any entrances, exits, corridors, sidewalks or hallways providing access to or from the Leased Premises. Landlord represents and warrants to Tenant that the Common Areas include all areas which are necessary for the use of the Leased Premises for its current use. As used herein, "Common Areas" means all portions of the Building and land on which the Building is located intended for the general use or benefit of Tenants or owners of the Building, and their employees, agents, and visitors, including, without limitation, all entrances, common corridors, parking areas, loading and unloading areas, trash areas, roadways, walkways, sidewalks and driveways.
19. **LANDLORD BUILDOUT.** Tenant shall provide test fits for the build out of the Leased Premises to State's specifications set forth on Exhibit D of the Lease (the "Build Out Plans"). Upon the Tenant's approval of the Build Out Plans, Landlord shall cause the Leased Premises to be put in the condition set forth in the Build Out Plans. Landlord agrees that the work set forth in the Build Out Plans will be substantially completed on or before January 1, 2020 (the "Occupancy Date") In the event that the work on the Leased Premises is not substantially complete within 60 calendar days of the Occupancy Date or February 29, 2020, the Tenant shall be entitled to one day of free rent for each calendar day of delay beyond February 29, 2020, which will be deducted from the rent payment.
20. **COMMENCEMENT.** January 1, 2020.
21. **CONFLICTS OF INTEREST.** The Landlord warrants that no part of the total payment from the Tenant under the Lease shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, or employee of the Landlord in connection with any work contemplated or performed relative to the Lease.

The Landlord acknowledges, understands, and agrees that the Lease shall be null and void if the Landlord is, or within the past six months has been, an employee of the State of Tennessee or if the Landlord is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

The Landlord acknowledges, understands, and agrees that it and its performance under the Lease are subject to State Building Commission Policy and Procedure Item 12, and that Tenant has read and understands all of the provisions and requirements of same.

22. **FINANCIAL INTEREST NOTICE.** The Landlord's response to the Request for Lease Proposal provided to Tenant a list of names and addresses of persons, associations, or corporations who hold any financial interest in the Leased Premises. Such list shall be immediately revised and provided by the Landlord to the Tenant in the event of a transfer of any such interest.
23. **IRAN DIVESTMENT ACT.** The requirements of Tenn. Code Ann. § 12-12-101 et. seq., addressing contracting with persons with investment activities in Iran, shall be a material provision of this Contract. The Lessor agrees, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
24. **MISCELLANEOUS.** The article captions contained in the Lease are for the convenience of the parties only and shall not be considered in the construction or interpretation of any provision hereof. Landlord and its agents shall have reasonable access to the Leased Premises during all reasonable business hours for the purpose of examining same to ascertain if they are in good repair and to make reasonable repairs which Landlord may be required to make hereunder. Acknowledging the privacy protection responsibilities of Tenant, the Parties agree that entry into the Leased Premises by Landlord or its agents without prior permission from Tenant after business hours or without lawful emergency justification can be considered trespass and treated as such by Tenant. The making of repairs by Landlord or its agents shall be coordinated with Tenant to minimize disruptions of Tenant's conduct of business in the Leased Premises. The Lease contains the entire agreement between the parties and supersedes any and all other prior oral and written agreements between the parties regarding the subject matter contained herein and may not be changed or terminated orally but only by agreement in writing and signed by all parties. Landlord and Tenant acknowledge and agree that (i) all exhibits referenced in the Lease (or in any of its exhibits) are incorporated into the Lease by reference, and (ii) any reference to "the Lease," "this Lease," "hereunder," "herein" or words of like import shall mean and be a reference to the Lease including such exhibits. No waiver by either party shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision. The Lease shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, assigns, executors and administrators.
25. **RESPECTFUL WORKPLACE.** The Landlord acknowledges and understands that the Leased Premises is leased to be used by State of Tennessee employees as their workplace, and that the State of Tennessee is firmly committed to the principle of fair and equal employment opportunities for all of its citizens. State DOHR Policy 12-008 prohibits any unwelcome verbal or written communication, or any physical conduct which creates a hostile work environment for State employees. Landlord itself, its agents and employees agree to be responsible for adherence to this Policy in workplace interactions with State employees, State visitors and State clients.
26. **TERMINATION FEE.** In the event that Tenant terminates the Lease for convenience as provided for in Block 6 of the Lease, Tenant shall pay to Landlord a fee (the "Termination Fee"). The Termination Fee shall equal the total of the following through the date of termination of the Lease: (i) the unamortized value of the documented, third party, out of pocket costs incurred by Landlord to build out the Leased Premises in compliance with Section 19 of Exhibit A to the Lease; (ii) the unamortized value of any leasing commissions paid to Tenant's broker by Landlord in connection with the Lease; (iii) any rent accrued but unpaid through the date of termination of the Lease; and (iv) the unamortized value of any free rent provided to Tenant. The Termination Fee shall be due and payable upon the effective termination date of the Lease.

EXHIBIT B

## LEASED PREMISES

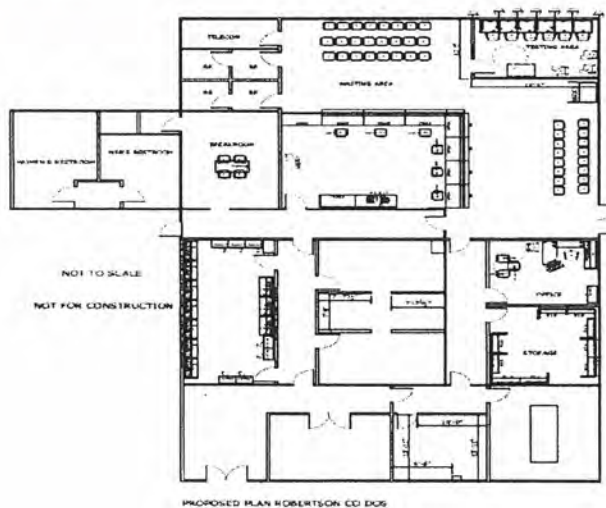
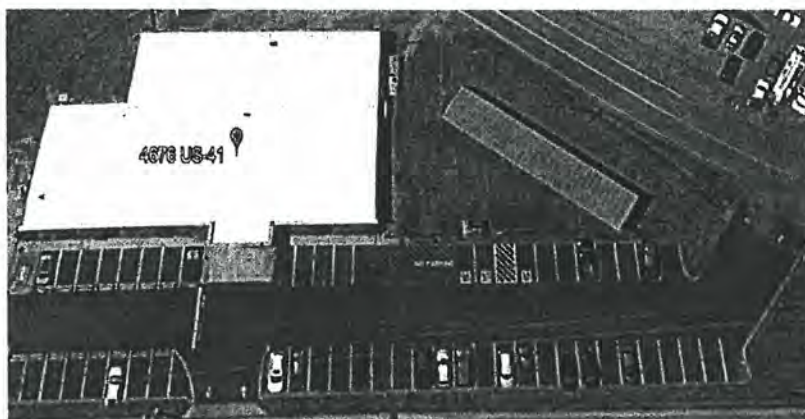
County: Robertson

Assessor's Map and Parcel # : \_\_\_\_\_

Parcel ID: \_\_\_\_\_

Deed Book/Page: 1764 / 19

The Leased Premises include that portion of the Building known as 4676 Highway 41 North, Suite C, Springfield, TN, 37172 together with all common areas associated with the Building and; 45 parking spaces of which 6 will be located in the front of the building and designated as Department of Safety employee parking, only. *The Leased Premises are depicted on the attached floor plan.*



## EXHIBIT D

## SPECIAL BUILDOUT AND OTHER SPECIFICATIONS

**PROJECT SPECIFIC REQUIREMENTS**

1. Construct hard wall testing station, including all electrical, lighting, doors, windows, hardware, etc.
2. Install/add an exit door within the relocated staff workstation area (as depicted on the floorplan in Exhibit B)
3. Install mini-split HVAC unit in testing station
4. Install new carpet in staff areas
5. Provide and install agency exterior signage
6. Provide and install exterior lighting (LED)
7. Paint all walls throughout Leased Premises
8. Paint existing wood baseboards throughout the Leased Premises
9. Replace VCT flooring in public restrooms
10. Install new 4" vinyl/rubber baseboard in all restrooms
11. Install commercial (Powerflush) toilets in public restrooms
12. Install new sink, faucet, etc. in public restrooms
13. Strip, clean, and wax VCT flooring throughout Leased Premises
14. Replace all stained, cracked, or broken ceiling tiles with ceiling tiles of like kind to those that currently exist

AS APPLICABLE, Landlord agrees to perform the following improvements to the Leased Premises while coordinating with Tenant so that they are accomplished with minimal impact on Tenant's ongoing operations in the Leased Premises.

Landlord required to provide licensed electrician for electrical needs (ie junction boxes, power poles for furniture, security, or dedicated circuits as programmatic needs may require), and invoice State separately including invoice backup, **upon move in and move out** of space.

When flooring is replaced, Landlord's vendor must supply necessary means to lift of (system) furniture and fixtures **as required** by programmatic needs and at State direction.

**GENERAL SPECIFICATIONS****1. General**

- a. The Leased Premises, including all common areas and points of ingress and egress, shall be designed and maintained to meet all applicable code requirements for commercial office building construction, including the requirements of the Americans with Disabilities Act.
- b. The Leased Premises shall have a current occupancy permit issued by the local jurisdiction at the time of Tenant's occupancy.

**2. Site**

- a. The site shall be fully graded, landscaped and maintained in a manner commensurate with market for comparable properties of the same property type and class as the Leased Premises.

**3. Structure**

- a. Space above ceilings must allow sufficient clearance for ease of installation of Tenant's mechanical and electrical equipment, including but not limited to distribution ductwork, HVAC boxes, lighting and conduit.
- b. The building foundation and below-grade spaces shall be protected with a properly installed foundation drainage and waterproofing system.

**4. Building Skin and Roof**

- a. The building skin and roof will be complete and weather-tight including all exterior finish materials, cladding, sealants, glass and glazing including vision and spandrel glass, store front glass, exterior doors and hardware, membrane or built-up roofing, ballast, flashing, and other elements required to make the building weather-tight.

**5. Building Common Areas**

- a. The building entrance lobby, common corridors, restrooms, mechanical spaces, loading dock, trash removal spaces, and other common areas will be substantially complete.
- b. Restrooms shall be complete with all fixtures, partitions, accessories, lavatories, lavatory tops, and mirrors. Fixtures, partitions, and accessories shall be institution grade or better, and shall be water saving type, as appropriate. The finishes in restrooms shall be commensurate with market for comparable properties of the same property type and class as the Leased Premises.

**6. Common Walls**

- a. Common walls shall include slab-to-slab gypsum wallboard on the public side of all demising walls, corridors, stairwells, and other walls not interior to the Tenant space. All common walls shall be taped, blocked, finished and sanded. Landlord will install sound attenuation insulation on Tenant side of Common Walls and demising walls prior to Tenant finishes being installed.
- b. Common walls shall include entry and exit doors from common areas furnished and installed by Landlord. Doors and hardware shall be building standard or better.

**7. Electrical**

- a. Landlord shall provide a minimum of 7 watts per square foot for lighting and power.
- b. Landlord shall install all main switchboards, panel boards, distribution boards, transformer, bus duct, feeders and other equipment to completely distribute power to electrical closets on each floor in the Leased Premises. Landlord shall locate an electrical service panel in the electrical closet in the Common Area on the same floor as the Leased Premises. Installation of electrical service up to and including the Tenant's service panel(s) shall be a base building cost.
- c. Landlord shall install all wiring, branch circuiting, conduit and devices for the complete electrical system to all public and common areas. Landlord shall provide at Landlord's expense all power wiring and connection for all mechanical equipment furnished as part of base building. Landlord shall provide at Landlord's expense all power wiring to life safety and fire protection systems.

**8. Communications**

- a. Landlord shall bring BUSINESS data/telephone service, as provided by the local data/telephone operating company, to the building Main Telephone Room.

**9. Lighting**

- a. Landlord shall furnish and install lights in all common areas.
- b. Building lighting levels must meet a minimum of 30 foot-candles at the desk and 20 foot-candles in corridors providing ingress and egress to the Leased Premises. Base building shall include a lighting level of at least 10 foot-candles or minimum levels to insure safety in other interior areas as set by the current version of the Illuminating Engineering Society of North America (IESNA). All lighting fixtures should be cleaned at commencement and bulbs and ballasts in working order.

**10. Plumbing**

- a. Plumbing tie-ins shall be provided for State's use for break room or other functions required by the Permitted Use.

**11. HVAC**

- a. Building common areas shall include heating, ventilation, and air conditioning systems in accordance compliance with current ASHRAE standards.
- b. All HVAC for the Leased Premises shall be installed with complete distribution to ceiling mounted diffusers and perimeter slot diffusers for exterior zones and distribution to VAV boxes for interior zones.

**12. Building Directory**

- a. If the Building has multiple tenants, Landlord shall provide a directory in the lobby of the Building.
- b. Landlord shall add Tenant's name to directory, and shall provide Tenant suite signage (suite entry door plaque or hall plaque, matching building graphics standards).

**13. Keys**

- a. Landlord shall supply Tenant with five (5) sets of keys at no cost. Additional keys shall be provided at Tenant's request at a reasonable cost. Keys should allow access to the Leased Premises, parking areas and other common areas of the Property.

**14. Access Control**

- a. Landlord shall provide new locks on all exterior doors and doors into common areas.
- b. Tenant may install card access to the Leased Premises at suite entry locations, fire stairs with access into the Leased Premises and interior doors within the Leased Premises compatible with the base building security system. Landlord to provide required infrastructure (ie electricity for system).
- c. Tenant may install keypad, pursuant to Tenant requirements, to the Leased Premises at approved entry and exit of Leased Premises. Landlord to provide required infrastructure (ie electricity for system). Landlord is required to purchase keypad system, but provide backup invoices for Tenant reimbursement.
- d. Tenant may install cameras or other security-related systems, pursuant to Tenant requirements, for the Leased Premises. Landlord to provide required infrastructure (ie electricity for system).
- e. Provide heavy-duty cylindrical hardware within suite and heavy duty mortised lockset at suite entry doors.

- f. Provide locksets on the following doors: offices, enclaves, communication rooms, utility rooms, storage/file rooms, network rooms.

## **INTERIOR BUILDOUT SPECIFICATIONS**

### **1. Ceiling**

- a. Existing ceiling tile and grid shall remain if these materials meet the Minimum Qualification Specification (Section e below) and are in good and attractive condition. Patch and repair grid as needed to accommodate demolition of walls. Replace any damaged or discolored tiles to match existing.
- b. Existing lighting shall be cleaned and re-lamped after construction. All lamps shall be the same color temperature. Coordinate the appropriate lamp color with the State.
- c. Provide 15'-20' whip at all above-ceiling junction boxes for power pole connections.
- d. Minimum ceiling heights shall be a minimum of 8 feet and be proportionate to the open area floor plate size.
- e. Acoustical Panel Ceiling Minimum Qualification Specifications:
- f. General Ceiling
  - i. Acoustical Panel Standard: Comply with ASTM E 1264.
  - ii. Metal Suspension System Standard: Comply with ASTM C 635.
  - iii. Attachment Devices: Size for five times the design load indicated in ASTM C 635, Table 1, "Direct Hung," Comply with seismic design requirements.
- g. Acoustical Panels
  - i. Color: White.
  - ii. LR: Minimum of 0.83.
  - iii. NRC: Minimum of 0.60, Type E-400 mounting according to ASTM E 795.
  - iv. CAC: Minimum of 33.
  - v. Modular Size: 24 by 24 inches (610 by 610 mm) or 24 by 48 inches (610 by 1220 mm).

### **2. Electrical and Communication**

- a. Provide and install conduit, conductors, pull wires, boxes, cover plates, devices, etc., for all outlets as required by the Build Out Plans. All devices shall be a consistent color.
- b. Contractor shall be responsible for all coordination and final electrical connections for furniture (systems furniture, conference/training tables, etc.). Coordinate with State for specifics on wiring configurations. For general planning purposes, provide 1 circuit per every 2 standard workstations as required by the Build Out Plans.
- c. Provide 1 voice/data per standard workstation as required by the Build Out Plans.
- d. Provide 2 duplex power outlets and 1 voice/data per standard office as required by the Build Out Plans.
- e. Provide 2 duplex power outlets and 1 voice/data per enclave as required by the Build Out Plans.
- f. At minimum, all enclosed rooms (such as storage and file rooms) to have (2) convenience duplex power outlets as required by the Build Out Plans.
- g. Lighting and controls shall be properly zoned. Separate light switches for hardwall spaces shall be provided as required by the Build Out Plans.

### **3. Partitions**

- a. All existing perimeter sill walls and core walls throughout space shall be freshly painted in an eggshell or satin paint finish.
- b. All new partitions to be 5/8" drywall and 3 5/8" metal studs with sound attenuation blankets inside the partition. Additional sound blankets to be provided above partitions on ceiling tile, 2'-0" on either side of all new or existing partitions not extending to the deck.
- c. Partitions around all new conference rooms, training rooms, break rooms, meeting rooms, and restrooms, shall extend to the deck. Sound attenuation blankets shall be provided inside the partition, seal all penetrations within partitions including power/data boxes and at the connection of the partition to the deck.
- d. Connections from partition to mullion will require an acoustically sealed connection.
- e. Finish partitions completely to floor.

### **4. Glazing**

- a. All office, enclave, break room, and conference room front walls shall have a 3'-0" wide sidelite with 1/4" clear tempered glass in 2" welded hollow metal frame with a solid core door (match building standard), and etched film on 3'-0" w full height sidelights. Framing for glass sidelights and windows shall be integral with doorframes and not separated by drywall.

**5. Doors and Frames**

- a. Interior doors shall match building standard height and finish; at a minimum, all doors shall be solid core, 7'-0" in height.
- b. Interior doorframes shall be 2" welded hollow metal steel, painted.
- c. All hardware shall match existing building standard finish. At a minimum, all hardware shall be lever handle. All doors shall include the following: doorstops, silencers, lever hardware, mortised ball bearing hinges. All office doors shall include a coat hook. In addition, pairs of doors shall include the following as determined by function: dummy trim, closer coordinators, flush bolts, dust proof strikes, ball catch (as required).
- d. All main entrance public access doors shall be metal frame glass storefront entrance type with double-pane glass. Exterior exit doors shall be metal framed with insulated flush type metal door. All exterior doors must be equipped with commercial grade closers and hardware.

**6. Window Treatments**

- a. All exterior windows shall be equipped with inside mount aluminum horizontal mini-blinds of color and quality acceptable to the State. State may determine that repair or replacement, in part or entirety, of existing blinds is acceptable.

**7. Finishes**

- a. Doors, frames, hardware, ceiling tile and grid and lights shall be reused if approved by the State.
- b. Carpet shall be modular tiles laid with low VOC adhesives. Carpet shall generally be laid in a monolithic, ashlar or brick laid pattern. Carpet shall not be laid in a quarter turn pattern unless noted specifically. If not replaced, existing floors must be cleaned as appropriate prior to Commencement.
- c. Carpet must meet the following minimum qualification specifications:
  - i. Products: All manufacturers to provide modular tile products as specified below and in addition to meeting the minimum requirements.
  - ii. Commercial Face Fibers: High performance premium branded Nylon required to be third party certified post-consumer recyclable and defined as a commercial grade nylon fiber from a carpet or fiber manufacturer nationally recognized by the flooring industry; the nylon fiber shall have a documented five (5) year minimum successful testing period; Note: OLEFIN FIBER IS NOT ACCEPTABLE.
  - iii. Pile Characteristic: Level-loop, Cut-and-loop pile, Shear-and-loop pile.
  - iv. Density: Minimum rating of 5,000 or higher.
  - v. Stitches: Minimum of 9 stitches per inch.
  - vi. Gage: 1/12 inch minimum.
  - vii. Surface Pile Weight: Minimum 20 oz. per square yard.
  - viii. Dye System: Minimum of 50% solution dyed or yarn dyed (Type 6, Type 6,6 or proven equal).
  - ix. Backing System: Provide applicable backing system based on carpet type/brand selected.
  - x. Size: 24 by 24 inches (610 by 610 mm) or larger.
  - xi. Applied Soil-Resistance Treatment: Duratech, Protech, or equal (specify with proposal).
  - xii. Antimicrobial Treatment: Manufacturer's standard material according to AATCC174.
- d. Provide 4" coved rubber base in areas specified to receive new flooring. All base shall be continuous roll base (not 4' segments).
- e. All walls to have one prime coat and 2 finish coats of eggshell or satin finish. Door and window frames shall have semi-gloss finish. Drywall ceilings shall have flat finish. State may determine that only touch up is required. New paint may be required for short-term leases.
- f. Where identified as laminate finish on casework, use color core laminates for exposed surfaces for doors, drawers, counter tops and splashes. The underside of all vertical laminate panels in wet areas shall receive a laminate or pvc edge to prevent water from wicking up through laminate panel substrates. Counters and splashes shall be thoroughly caulked to walls and countertops using clear silicone caulk.

**8. Break Rooms**

- a. Finishes: VCT floor tile in a floor pattern using 3 different colors, plastic laminate base and wall cabinets. New floor tile must be waxed and sealed prior to Commencement. Upon State determination, if existing floor tile is not replaced, existing floor tile must be waxed and sealed prior to Commencement.
- b. Provide double bowl, under mount stainless steel sink with hot/cold water.
- c. Provide dedicated outlets for refrigerators, microwaves, and (2) coffee makers. Provide (3) standard wall duplex outlets at 42" AFF in kitchen area. Provide (2) additional wall outlets at other walls for convenience purposes.

**9. Copy Rooms / Areas**

- a. Finishes: VCT flooring, plastic laminate base and wall cabinets, plastic laminate countertop. Cabinetry shall be sufficient to meet the needs of the Tenant at its sole discretion. New floor tile must be waxed and sealed prior to Commencement. Upon State determination, if existing floor tile is not replaced, existing floor tile must be waxed and sealed prior to Commencement.
- b. Provide (2) wall duplex outlets (one circuit) and (2) voice/data outlets at 42" AFF in work area.

**10. Telecom Rooms**

- a. Finishes: VCT flooring, 4" rubber base. New floor tile must be waxed and sealed prior to Commencement. Upon State determination, if existing floor tile is not replaced, existing floor tile must be waxed and sealed prior to Commencement.
- b. Walls shall extend to deck; no lay-in ceiling.
- c. A minimum of a half-ton (5,000 BTU's) of cooling for coverage of equipment is required. Stand-alone mechanical unit is preferred. If stand-alone is not possible, then the space should be removed from the EMS and have VAV-type controls.
- d. Provide at least a 3" conduit from the interior telecom room or non-common space to an exterior right of way or utility easement for new service provider connection. Coordinate with service provider.
- e. Each telecom room should be a minimum of 8' x 10' in size, with one room per 15,000 square feet of usable space. Telecom rooms shall align vertically if in a multiple-floor facility.
- f. Doors to telecom rooms shall open out into the corridor, if possible. If this is not possible, then locate the door in an area with minimal clearance impact.
- g. Provide at least (2) dedicated quad outlets, 110 volt, 20 amp circuits, in addition to the normal service outlets.
- h. The State cabling contractor, at State's expense, shall install a grounding bus bar and place correctly-sized conductor back to the main panel for facility personnel to connect.
- i. Telecom rooms do not include space for building/energy automation/management, life safety controls, or security, audio, or CC/CATV systems.

**11. Conference Rooms**

- a. All conference rooms that seat (8) people or more shall have (2) power and voice/data outlets. Larger Conference rooms of greater than (18) people shall have (4) power and (2) voice/data outlets.
- b. Lighting switching shall provide flexibility for a variety of scene configurations for different presentations and meetings. Fixtures shall provide both ambient lighting to the table as well as accent wall wash lighting at the perimeter of the room.
- c. Coordinate placement of switches, AV screens, furniture, & doors so as to avoid conflicts when components are in use.

**12. Restrooms**

- a. Finishes: VCT flooring, 4" rubber base. New floor tile must be waxed and sealed prior to Commencement. Upon State determination, if existing floor tile is not replaced, existing floor tile must be waxed and sealed prior to Commencement.
- b. All restrooms shall be equipped with liquid soap dispensers and mirrors, and either paper towel dispensers or hand blow dryers.
- c. Provide a floor drain in each restroom.

**13. Janitor Closet**

- a. Finishes: VCT flooring, 4" rubber base. New floor tile must be waxed and sealed prior to Commencement. Upon State determination, if existing floor tile is not replaced, existing floor tile must be waxed and sealed prior to Commencement.
- b. Provide storage for equipment, materials, and supplies, in a minimum 25 sf room.
- c. Provide service sink with hot and cold water and a floor drain.

**14. Building Interior**

- a. Provide (accessible) chilled drinking fountains as per code requirements. If it is deemed necessary to replace existing or incorporate additional drinking fountains, equipment shall be able to accommodate a water bottle refill component.
- b. Provide evacuation maps and other interior signage as required and requested by the State. Coordinate locations with the State. May be required for short-term leases.

**15. Building Exterior**

- a. Provide exterior canopies at all building entrances and exits, as well as a vestibule/airlock at all public entrances.
- b. Provide exterior signage and dumpster access. May be required for short-term leases.
- c. Hard-surface exterior walkways shall be provided to connect all Building entrances and exits to on-site parking lots or other hard-surfaced areas

State of Tennessee  
Real Estate Asset Management  
24<sup>th</sup> Floor, 312 Rosa L. Parks Avenue  
Nashville, TN 37243-1102

**ASSUMPTION OF LEASE LE# 0464**

THIS ASSUMPTION OF LEASE (the "Lease Assumption") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between **Robertson County Government** ("Purchaser Lessor"); and the **STATE OF TENNESSEE**, ("Tenant").

**WITNESSETH:**

WHEREAS, Tenant previously entered into a lease dated **December 19, 2019** with **Robertson County Government**, with \_\_\_\_\_ as a successor in interest to \_\_\_\_\_, ("Current Lessor"), and as Lessor for the Lease of the **6,688** sq. ft. premises located at **4676 Highway 41 North, Suite C, Springfield, TN 37172**, ("Premises"); and

WHEREAS, Purchaser Lessor intends to acquire the Premises from Current Lessor; and Tenant wishes to have the Purchaser Lessor enter into this Lease Assumption to reflect the continued obligation and responsibilities of the Purchaser Lessor to Tenant under the Lease.

NOW, THEREFORE, for the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser Lessor and Tenant agree as follows:

1. Purchaser Lessor assumes all rights and obligations of Lessor to Tenant under the Lease. Tenant acknowledges and shall fulfill Tenant obligations under the Lease to Purchaser Lessor by virtue of Purchaser Lessor's assumption of the obligations as Lessor under the Lease.
2. As part of the acquisition of the Premises, Purchaser Lessor has or shall confirmed to Tenant appropriate tax identification, ACH instructions and shall provide statutorily required conflict of interest statements upon which Tenant shall rely.
3. This Lease Assumption shall be construed and enforced in accordance with and governed by the laws of the State of Tennessee, and shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

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IN WITNESS WHEREOF, Purchaser Lessor and Tenant have executed this Lease Assumption as of the day and year first above written.

STATE OF TENNESSEE

By: \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Christi W. Branscom  
Commissioner, Tennessee Department  
of General Services

PURCHASER LESSOR

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me, \_\_\_\_\_, Notary Public in and for the County and State aforesaid, personally appeared \_\_\_\_\_ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), the within named (title) \_\_\_\_\_ of \_\_\_\_\_, a (state) \_\_\_\_\_, and that she/he executed the foregoing instrument as (title) \_\_\_\_\_ of \_\_\_\_\_ for the purposes therein contained.

Witness my hand and seal at office in \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
my comm. exp.

TENANT

STATE OF TENNESSEE  
COUNTY OF DAVIDSON

Before me, the undersigned Notary Public in and for the state and county mentioned above, personally appeared Christi W. Branscom, with whom I am personally acquainted, and who, upon oath, acknowledged that she is the Commissioner of the Tennessee Department of General Services and that she as such Commissioner of the Tennessee Department of General Services, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the organization by herself as Commissioner of the Tennessee Department of General Services.

Witness my hand and seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
My comm. expires

\_\_\_\_\_  
Notary Public

## FINANCIAL INTEREST FORM

As required by T.C.A. Section 12-2-114, the names of any and all persons financially interested in the lease are as follows:

Name \_\_\_\_\_ Telephone # \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Email address \_\_\_\_\_

Name \_\_\_\_\_ Telephone # \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Email address \_\_\_\_\_

Name \_\_\_\_\_ Telephone # \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Email address \_\_\_\_\_

Name \_\_\_\_\_ Telephone # \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Email address \_\_\_\_\_

Name \_\_\_\_\_ Telephone # \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Email address \_\_\_\_\_



STATE OF TENNESSEE  
DEPARTMENT OF FINANCE & ADMINISTRATION  
SUPPLIER DIRECT DEPOSIT AUTHORIZATION  
(NOT WIRE TRANSFERS)

Mail the ORIGINAL form to the  
address below. Mark the outside  
of the envelope "CONFIDENTIAL".  
State of Tennessee  
Attn: Supplier Maintenance  
21st Floor WRS Tennessee Tower  
312 Rosa L Parks Ave  
Nashville, TN 37243

**SECTION 1: TYPE OF REQUEST**

☐ New  
☐ Change Existing Account: Enter Existing Routing No:  Existing Account No:

**SECTION 2: ACCOUNT HOLDER INFORMATION**

Name (as shown on your income tax return):   
Business Name, if different from above:   
Federal Employer Identification Number (FEIN):  or Social Security Number (SSN):   
Enter the address that should be associated with the account number:  
Address Line 1:   
Address Line 2:   
City:  State:  Zip Code:   
Contact Name:  Telephone:   
Enter the email address to which the remittance advices should be routed:  
Email:

**SECTION 3: AUTHORIZATION**

Are payments deposited into this account subject to being transferred, in its entirety, to a financial institution outside of the United States? Yes ☐ No ☐  
Account Type: Checking ☐ Savings ☐

Financial Institution Name:   
Routing Number:  Account Number:

I authorize my financial institution to verify any information provided on this form with the State of Tennessee. I also authorize the state to initiate credit entries and to initiate if necessary, debit entries and adjustments for any credit entries in error, to my account indicated above. This authorization will remain in effect until the state has received written notification of its termination and has adequate time to act upon the request.

Authorized Signatory Printed Name:

Authorized Signature:  Date:

**SECTION 4: FINANCIAL INSTITUTION VERIFICATION**

I certify the account and routing numbers in Section 3 are for the above specified account holder and is signed by an authorized signatory on the account.

Representative Name: <input type="text"/>	Representative Signature: <input type="text"/>
Title of Representative: <input type="text"/>	Date: <input type="text"/>
Business Fax Number: <input type="text"/>	Business Phone Number: <input type="text"/>
Mailing Address: <input type="text"/>	
City: <input type="text"/>	State: <input type="text"/> Zip Code: <input type="text"/>



**STATE OF TENNESSEE  
DEPARTMENT OF FINANCE & ADMINISTRATION  
SUPPLIER DIRECT DEPOSIT AUTHORIZATION INSTRUCTIONS  
(NOT WIRE TRANSFERS)**

As a supplier to the state of Tennessee you are offered the security and convenience of having payments automatically deposited into your bank account. The Supplier Direct Deposit Authorization is required to process payments electronically. The information on this form is confidential and subject to verification by the state. The completed form must contain original signatures and be received by the state in a timely manner. Electronic signatures are not accepted.

**SECTION 1: TYPE OF REQUEST**

- Check the appropriate box.
  - New: Initial set up of supplier direct deposit.
  - Change Existing Account: Bank account information will not be changed unless the existing routing and account numbers currently on file with the state have been entered.

**SECTION 2: ACCOUNT HOLDER INFORMATION**

- The Name, Business Name, and Federal Employer Identification Number (FEIN) or Social Security Number (SSN) on the Supplier Direct Deposit Authorization form must match the W-9 submitted, or the information already on file with the state.
- Enter the address that should be associated with the account number identified in Section 3. For example, if the business has different locations, each with separate bank accounts, enter the address of the location to which this account applies. If the account is to be added to multiple addresses, list each address on an additional sheet.
- Enter the contact information of an authorized signatory on the account.

**SECTION 3: AUTHORIZATION**

- All fields in this section must be completed.

**SECTION 4: FINANCIAL INSTITUTION VERIFICATION**

- This section must be completed by the financial institution representative.

**Mail the ORIGINAL form to the address below. Mark the outside of the envelope "CONFIDENTIAL".**

State of Tennessee  
Attn: Supplier Maintenance  
21st Floor WRS Tennessee Tower  
312 Rosa L Parks Ave  
Nashville, TN 37243

**Cancellation of Direct Deposit**

To cancel direct deposit, mail a written request to the address above. The request must contain the payee's name, FEIN or SSN, routing and account numbers, that matches the information already on file with the state, and an original signature of an authorized signatory.

Should you have any questions or need assistance, contact Supplier Maintenance at 615-741-9745.

## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ► _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
				-				-		
or										
Employer identification number										
				-						

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ►	Date ►
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**Robertson County, Tennessee**  
**NON-COLLUSION AFFIDAVIT**

The agent of the bidding firm hereby certifies to the best of his/her knowledge and belief that this bid proposal to Robertson County, Tennessee has not been prepared in collusion with any other seller of similar products. The agent also certifies that the prices, terms and conditions of said bid proposal have not been communicated by the undersigned, nor by any employee or agent of the bidding firm, to any other seller of similar products and will not be communicated to any such seller prior to the official opening of said bid. The agent further states that no official or employee of Robertson County Government has promised any personal financial or other beneficial interest, either directly or indirectly in order to influence award of this bid.

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**Authorized Signature, Title (Owner/ Corporate Officer)**

**Date**

**Printed Name:** \_\_\_\_\_

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**Company Name**

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**Mailing Address**

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**Telephone No.**

**Fax No.**

**Contact preferred email address:** \_\_\_\_\_