

March 10, 2014

BE IT REMEMBERED that the Board of Commissioners of Montgomery County, Tennessee, met in regular session on Monday, March 10, 2014, at 7:00 P.M. at the Montgomery County Courthouse. Present and presiding the Hon. Carolyn Bowers, County Mayor (Chairman). Also present, John Fuson, Sheriff, Kellie A. Jackson, County Clerk, Austin Peay, VII, County Attorney, Jeff Taylor, Director of Accounts and Budgets and the following Commissioners:

Jerry Allbert	John M. Gannon	Robert Nichols
Ed Baggett	John M. Genis	Keith Politi
Mark Banasiak	Robert Gibbs	Mark Riggins
Martha Brockman	Dalton Harrison	Nick Robards
Loretta Bryant	Charles Keene	Larry Rocconi
Joe L. Creek	Lettie Kendall	Ron J. Sokol
Glen Demorest	Robert Lewis	Tommy Vallejos

PRESENT: 21

ABSENT: None

When and where the following proceedings were had and entered of record, to-wit:

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION – Chaplain Joe Creek

ROLL CALL

APPROVAL OF FEBRUARY 10, 2014 MINUTES

PRESENT PROCLAMATIONS

1. Athletic Trainers Month – Therese Sparn

VOTE ON ZONING RESOLUTION

CZ-2-2014: Application of Thomas R. Meeks, from R-1 to C-2

VOTE ON OTHER RESOLUTIONS

- 14-3-1:** Resolution in Support of Fiscal Year 2014 THDA HOME Grant Application
- 14-3-2:** Resolution of the Montgomery County Board of Commissioners Approving Amendments to the 2013-14 School Budget
- 14-3-3:** Resolution Authorizing the Negotiation of a Contract with Greater Dickson Gas Authority to Provide Natural Gas Service to Southern Montgomery County
- 14-3-4:** Resolution of the Montgomery County Board of Commissioners Authorizing the Acceptance and Permission to Spend Grant Funds from the Tennessee Department of Health
- 14-3-5:** Resolution to Establish an Updated Occupational Safety and Health Program Plan, Devise Rules and Regulations, and to Provide for a Safety Director and the Implementation of Such a Program Plan
- 14-3-6:** Resolution to Encourage and Support an Act by the Tennessee General Assembly for the Honorary Naming of the US 41A Bypass, Also Known as Ashland City Road, to the David “Bubba” Johnson Memorial Highway

UNFINISHED BUSINESS

1. A motion needs to be made to amend Resolution 13-10-7 (Resolution Approving a Site Location and Development Agreement Between the State of Tennessee; the Industrial Development Board of the County of Montgomery, Tennessee; Montgomery County, Tennessee; the City of Clarksville, Tennessee; and a Major Manufacturing Company, to Establish a Manufacturing Facility in the Clarksville-Montgomery County Corporate Business Park) to approve the attachments to the Exhibits that were not complete at the time the resolution was approved in October of 2013.

REPORTS

1. County Clerk's Report – (requires approval by Commission)

REPORTS FILED

1. February 2014 Adequate Facilities Tax and Permit Revenue Reports
2. Accounts & Budgets – Year-to-Date Report
3. Trustee's Report
4. School System – Quarterly Financial and Construction Reports

COUNTY MAYOR NOMINATIONS – Mayor Carolyn Bowers

ANNOUNCEMENTS

1. The Ribbon Cutting and Dedication of the Cumberland Heights Bartee Center will be held on March 27, at 2:00 p.m. You should find an invitation on your desk.

ADJOURN

COUNTY COMMISSION MINUTES FOR

FEBRUARY 10, 2014

SUBMITTED FOR APPROVAL MARCH 10, 2014

BE IT REMEMBERED that the Board of Commissioners of Montgomery County, Tennessee, met in regular session on Monday, February 10, 2014, at 7:00 P.M. at the Montgomery County Courthouse. Present and presiding, the Hon. Carolyn Bowers, County Mayor (Chairman). Also present, John Fuson, Sheriff, Kellie A. Jackson, County Clerk, Austin Peay, VII, County Attorney, Phil Harpel, Director of Administration, Shannon Holt, Interim Director of Accounts and Budgets and the following Commissioners:

Jerry Allbert	John M. Gannon	Robert Nichols
Ed Baggett	John M. Genis	Keith Politi
Mark Banasiak	Robert Gibbs	Mark Riggins
Martha Brockman	Dalton Harrison	Nick Robards
Loretta Bryant	Charles Keene	Ron J. Sokol
Joe L. Creek	Lettie Kendall	Tommy Vallejos
Glen Demorest	Robert Lewis	

PRESENT: 20

ABSENT: Larry Rocconi (1)

When and where the following proceedings were had and entered of record, to-wit:

The minutes of the January 13, 2014, meeting of the Board of Commissioners were approved.

A Proclamation was presented to Stacy Frazier, for the Governor's Volunteers Stars Adult Award, for her loyal and dedicated volunteer service to the citizens of the community by Mayor Bowers.

A Proclamation was presented to Nick Cunningham, for the Governor's Volunteers Stars Youth Award, for his dedication and service to the citizens of the community by Mayor Bowers.

The following Resolutions were Adopted:

- CZ-1-2014** Amended Resolution of the Montgomery County Board of Commissioners Amending the Zone Classification of the Property of Mike Lafferty
- 14-2-1** Resolution to Accept Office of Domestic Preparedness State Homeland Security Grant Program EMW-2013-SS-00008, and to Appropriate Funds
- 14-2-2** Resolution Authorizing the Transfer of Funds from the Sheriff's Data Processing Reserve Account to the Sheriff's Office Data Processing Expenditure Account
- 14-2-3** Resolution Approving Submission of a Grant Application for Federal Lands Access Program for Improvements to Lafayette Road

Motion to Suspend the Rules

- 14-2-4** Amended Resolution Ratifying the Appointment of a Director of Accounts and Budgets by the County Mayor

The County Clerk's Report for the month of January was Adopted.

Reports Filed:

1. Court Safety Program: Adult Driver Improvement Program; Juvenile Court Defensive Driving Course-4; Juvenile Court Defensive Driving Course-6/8; Safety Belt CLas; Anti-Theft Class; Alive at 25 Defensive Driving Course Revenue and Attendees for October – December, 2013
2. TDOT Project Status Report
3. Highway Department – Quarterly Report, October – December, 2013
4. January 2014 Adequate Facilities Tax and Permit Revenue Reports
5. Accounts & Budgets – Year-to-Date Report
6. Trustee's Report
7. Highway Department – 2013 County Road List (Approved by Commission)
8. Highway Department – January, 2014 County Road List (Approved by Commission)

9. Highway Department – January, 2014 Road System List (Approved by Commission)

Nominating Committee Nominations Adopted:

COMMUNITY HEALTH FOUNDATION

3-yr terms (9 yr max)

Anne Black nominated to serve another three-year term to expire February, 2017.

Mike O'Malley nominated to serve another three-year term to expire February, 2017.

Jennifer A. Ellis, M.D., nominated to serve another three-year term to expire February, 2017.

Jack B. Turner nominated to serve another three-year term to expire February, 2017.

Mayor Appointments Announced:

BUILDING ADVISORY COMMITTEE

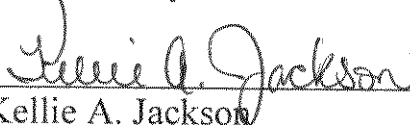
3-yr term (max 6 yrs)

Ron Sokol appointed to replace Jerry Allbert for a three-year term to expire February, 2017.

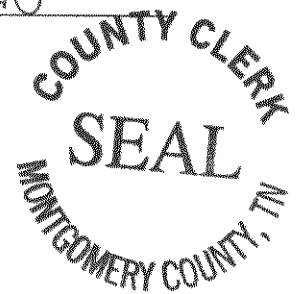
Mark Banasiak appointed to replace Keith Politi for a three-year term to expire February, 2017.

The Board was adjourned.

Submitted by:



Kellie A. Jackson
County Clerk



On Motion to Adopt by Commissioner Allbert, seconded by

Commissioner Nichols, the foregoing February 10, 2014, Minutes of the

Board of County Commissioners presented by Kellie A. Jackson, County

Clerk, were Approved unanimously by the following roll call vote:

Jerry Allbert	Y	John M. Gannon	Y	Robert Nichols	Y
Ed Baggett	Y	John M. Genis	Y	Keith Politi	Y
Mark Banasiak	Y	Robert Gibbs	Y	Mark Riggins	Y
Martha Brockman	Y	Dalton Harrison	Y	Nick Robards	Y
Loretta Bryant	Y	Charles Keene	Y	Larry Rocconi	Y
Joe L. Creek	Y	Lettie Kendall	Y	Ron J. Sokol	Y
Glen Demorest	Y	Robert Lewis	Y	Tommy Vallejos	Y

Ayes - 21 Abstentions - 0 Noes - 0

ABSENT: None

MONTGOMERY COUNTY GOVERNMENT



PROCLAMATION

By The County Mayor

WHEREAS, *March is National Athletic Training Month, a month to recognize and thank some of the most important men and women in sports; and*

WHEREAS, *certified athletic trainers are highly qualified health professionals who are trained in preventing, recognizing, managing, and rehabilitating injuries that result from physical activity; and*

WHEREAS, *athletic trainers can help athletes avoid unnecessary medical treatment and disruption of normal daily life by working with their healthcare provider so they can mend and keep moving; and*

WHEREAS, *currently there are approximately twenty-five to thirty certified athletic trainers in Clarksville which gives high school athletes access to an athletic trainer at games and practices; and*

WHEREAS, *athletic trainers provide coverage for local multi-events such as AAU basketball and wrestling tournaments, local rugby and soccer association events, statewide Sportsfest activities and cover district, regional and state high school events; and*

WHEREAS, *since sports provide many benefits to children and adolescents, such as improvements in physical health, emotional well-being, social skills, and even academic achievement, ensuring that those children and adolescents stay healthy and safe to keep playing sports is essential and having athletic trainers present at all schools is one of the most important ways to do that.*

NOW, THEREFORE, I, CAROLYN P. BOWERS, *Mayor of Montgomery County, Tennessee do hereby proclaim March to be National Athletic Training Month in order to spread awareness about everything that athletic trainers do for the safety and well-being of our athletes.*

A handwritten signature in cursive script, reading "Carolyn P. Bowers".

Mayor

**A Proclamation was presented to Therese Sparn for National Athletic
Training Month by Mayor Bowers.**

**RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF
COMMISSIONERS
AMENDING THE ZONE CLASSIFICATION OF THE PROPERTY OF
THOMAS R MEEKS**

WHEREAS, an application for a zone change from R-1 Single-Family Residential District to C-2 General Commercial District has been submitted by Thomas R Meeks and

WHEREAS, said property is identified as County Tax Map 78-E-A, parcel 11.00, containing 0.63 acres, situated in Civil District 13, located in the southwest corner of the Zinc Plant Rd. & Cumberland Heights Rd. intersection.; and

WHEREAS, said property is described as follows:

Beginning at an iron pin 30.0" off the center of Zinc Plant Road, being Bobby Baggett's Northeast corner, thence with Baggett South 05 degrees, 22' West- 130.92' to an existing iron pin, thence with the fence line bordering Charlie Jones and John Potter South 86 degrees 18' East- 285.50' to an iron pin, 25.0' off the center of Cumberland Heights Road, thence with the Road R.O.W. North 8 degrees, East- 61.0' to an iron pin at the R.O.W. of Zinc Plant Road, thence with Zinc Plant Road R.O.W. North 72 degrees 33' 09" West- 294.71' to the beginning containing 0.63 +/- acres (Tax Map 078-E-A Parcel 11.00)

WHEREAS, the Planning Commission staff recommends APPROVAL and the Regional Planning Commission recommends APPROVAL of said application.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of County Commissioners assembled in regular session on this 10th day of March, 2014, that the zone classification of the property of Thomas R Meeks from R-1 to C-2 is hereby approved.

Duly passed and approved this 10th day of March, 2014.

Sponsor

Commissioner

Approved

D. D. Apple

Joe G. Galt

Carolyn Bowers

County Mayor

Attested:

County Clerk

Kelli Jackson



CZ-2-2014

On Motion to Adopt by Commissioner Bryant, seconded by

Commissioner Nichols, the foregoing Resolution was Adopted by the

following roll call vote:

Jerry Allbert	Y	John M. Gannon	Y	Robert Nichols	Y
Ed Baggett	Y	John M. Genis	Y	Keith Politi	Y
Mark Banasiak	Y	Robert Gibbs	Y	Mark Riggins	Y
Martha Brockman	Y	Dalton Harrison	Y	Nick Robards	Y
Loretta Bryant	Y	Charles Keene	Y	Larry Rocconi	Y
Joe L. Creek	Y	Lettie Kendall	Y	Ron J. Sokol	Y
Glen Demorest	Y	Robert Lewis	Y	Tommy Vallejos	Y

Ayes - 21 Abstentions - 0 Noes - 0

ABSENT: None

**RESOLUTION IN SUPPORT OF FISCAL YEAR 2014
THDA HOME GRANT APPLICATION**

WHEREAS, funds are available through the State of Tennessee, HOME Program; and

WHEREAS, Montgomery County wishes to improve housing within Montgomery County; and

WHEREAS, Montgomery County may apply for HOME funds in an amount not to exceed \$500,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in regular session on this the 10th day of March, 2014, that application be made for HOME funds for housing improvements, and that Carolyn Bowers, County Mayor, be authorized to sign the application and all assurances necessary to filing said application.

Duly passed and approved this 10th day of March, 2014.



Sponsor

Carolyn Bowers

Commissioner

Joe / Ayck

Approved

Carolyn Bowers
County Mayor

Attested

Kellie A. Jackson
County Clerk

14-3-1

On Motion to Adopt by Commissioner Brockman, seconded by

Commissioner Rocconi, the foregoing Resolution was Adopted by the

following roll call vote:

Jerry Allbert	Y	John M. Gannon	Y	Robert Nichols	Y
Ed Baggett	Y	John M. Genis	Y	Keith Politi	Y
Mark Banasiak	Y	Robert Gibbs	Y	Mark Riggins	Y
Martha Brockman	Y	Dalton Harrison	Y	Nick Robards	Y
Loretta Bryant	Y	Charles Keene	Y	Larry Rocconi	Y
Joe L. Creek	Y	Lettie Kendall	Y	Ron J. Sokol	Y
Glen Demorest	Y	Robert Lewis	Y	Tommy Vallejos	Y

Ayes - 21 Abstentions - 0 Noes - 0

ABSENT: None

RESOLUTION OF THE MONTGOMERY COUNTY
BOARD OF COMMISSIONERS APPROVING
AMENDMENTS TO THE 2013-14
SCHOOL BUDGET

WHEREAS, the proposed amendments to the General Purpose School Fund, and Transportation Fund Budgets reflect the most recent estimates of revenues and expenditures, and,

WHEREAS, the Clarksville-Montgomery County Board of Education has studied the attached amendments and approved them on February 11, 2014, for recommendation to the Montgomery County Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of County Commissioners assembled in Regular Business Session on this 10th day of March, 2014, that the 2013-14 School Budget be amended as per the attached schedules.

Sponsor

B. W. Galt

Commissioner

Joe / Auck

Approved

Carolyn Bowers
County Mayor

Attested

Shirley A. Jackson
County Clerk



Clarksville-Montgomery County School System

General Purpose School Fund Budget

2013-2014 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget
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Estimated Revenues

Local Revenues

Current Property Tax	29,887,700	29,887,700	942,900	30,830,600	Based on YTD collections
Trustees Collection - Prior Years	1,000,000	1,000,000	(25,000)	975,000	Based on YTD collections
Trustees Collection - Bankruptcy	-	-	36,855	36,855	Based on YTD collections
Cir. Clk/Clk Mastr Coll	-	-	3,158	3,158	Based on YTD collections
Interest & Penalties	250,000	250,000	38,000	288,000	Based on YTD collections
Payments In Lieu of Taxes (Utility)	797,830	797,830	25,170	823,000	Based on YTD collections
Local Option Sales Tax	39,662,700	39,662,700	(800,000)	38,862,700	Based on YTD collections
Wheel Tax	4,124,000	4,124,000	(100,000)	4,024,000	Based on YTD collections
Business Tax	600,000	600,000	116,000	716,000	Based on YTD collections
Mixed Drink Tax	-	-	354,000	354,000	Based on YTD collections
Bank Excise Tax	50,000	50,000	25,000	75,000	Based on YTD collections
Interstate Telecommunications Tax	10,000	10,000	10,000	20,000	Based on YTD collections
Archives & Records Management Fee	6,300	6,300	2,200	8,500	Based on YTD collections
Tuition - Regular Day Students	40,000	40,000	-	40,000	
Criminal Background Fee	30,000	30,000	(2,000)	28,000	Based on YTD collections
Lease/Rentals	133,116	133,116	23,284	156,400	Based on YTD collections
Sale of Materials & Supplies	50	50	1,450	1,500	Based on YTD collections
Sale of Recycled Materials	1,000	1,000	5,000	6,000	Based on YTD collections
E-Rate Funding	159,245	159,245	76,255	235,500	Based on YTD collections
Misc. Refund - Other	35,000	35,000	30,800	65,800	Based on YTD collections
Sale of Equipment	25,000	25,000	95,000	120,000	Based on YTD collections
Damages from Individuals	1,000	1,000	-	1,000	
Contributions & Gifts	60,000	60,000	20,000	80,000	Premier Medical, Ed. Foundation
Total Local Revenues	76,872,941	76,872,941	878,072	77,751,013	

State Revenues

Transition School To Work	90,000	90,000	-	90,000	
Basic Education Program	120,911,166	120,911,166	988,834	121,900,000	Move Tech PARCC funding/ADM growth
Early Childhood Education	1,829,270	1,829,270	-	1,829,270	
Other State Education Funds	30,000	30,000	1,830,354	1,860,354	PARCC assessment funding
Career Ladder Program	620,000	620,000	102,486	722,486	Based on YTD collections
Career Ladder Extended Contracts	106,600	106,600	-	106,600	
Income Tax	134,800	134,800	22,800	157,600	Based on YTD collections
Mixed Drink Tax	310,000	310,000	(310,000)	-	Moved to local revenue

Clarksville-Montgomery County School System

General Purpose School Fund Budget

CMCSS

	2013-2014 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget	
Total State Revenues	124,031,836	124,031,836	2,634,474	126,666,310	
Federal Revenues					
Educ. of the Handicapped Act	-	81,018	-	81,018	
Special Ed Preschool	-	19,482	-	19,482	
Public Law 874 (Impact Aid)	3,416,000	3,416,000	-	3,416,000	
JROTC	460,000	460,000	120,000	580,000	
Adult Literacy	27,000	27,000	-	27,000	Based on YTD collections
Total Federal Revenues	3,903,000	4,003,500	120,000	4,123,500	
Non-Revenue Sources					
Insurance Recovery	25,000	25,000	8,000	33,000	Based on YTD collections
Operating Transfers	242,307	242,307	37,693	280,000	Based on YTD collections
Total Non-Revenue Sources	267,307	267,307	45,693	313,000	
Total Revenues	205,075,084	205,175,584	3,678,239	208,853,823	
Beginning Reserves and Fund Balance					
Reserve for On-The-Job Injury	1,375,218	1,375,218	-	1,375,218	
Reserve for Property & Liability Insurance	1,320,000	1,320,000	-	1,320,000	
Reserve for Extended Contract	146,206	147,372	-	147,372	
Reserve for Career Ladder	-2,714	(520)	-	(520)	
Total Reserves	2,838,710	2,842,070	-	2,842,070	
Beginning Fund Balance	17,651,709	21,621,693	-	21,621,693	
Total Reserves and Fund Balance	20,490,419	24,463,763	-	24,463,763	
Total Available Funds	225,565,503	229,639,347	3,678,239	233,317,586	

Clarksville-Montgomery County School System

General Purpose School Fund Budget

CMCSS

	2013-2014 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget	
<u>Expenditures (Appropriations)</u>					
71100 - Regular Instruction					
Salaries	74,985,273	76,012,721	-	76,012,721	
Employee Benefits	25,702,360	25,876,086	-	25,876,086	
Contracted Services	2,447,040	2,447,040	-	2,447,040	
Supplies and Materials	2,142,439	2,147,439	71,787	2,219,226	School instructional supplies
Other Charges	416,247	416,247	-	416,247	
Equipment	23,000	23,000	-	23,000	
Total 71100 - Regular Instruction	105,716,359	106,922,533	71,787	106,994,320	
71150 - Alternative School					
Salaries	770,668	778,468	19,949	798,417	Based on ed/exp/positions used Required benefits
Employee Benefits	226,753	228,050	3,298	231,348	
Contracted Services	30,600	30,600	-	30,600	
Supplies and Materials	3,000	3,000	-	3,000	
Total 71150 - Alternative School	1,031,021	1,040,118	23,247	1,063,365	
71200 - Special Education					
Salaries	16,401,860	16,627,952	100,960	16,728,912	Additional positions based on student needs
Employee Benefits	5,706,593	5,760,341	-	5,760,341	
Contracted Services	1,408,679	1,408,679	-	1,408,679	
Supplies and Materials	85,360	85,360	-	85,360	
Equipment	10,000	55,000	-	55,000	
Total 71200 - Special Education	23,612,492	23,937,332	100,960	24,038,292	

Clarksville-Montgomery County School System

General Purpose School Fund Budget

CMCSS

	2013-2014 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget	
71300 - Vocational Education					
Salaries	3,427,091	3,468,011	-	3,468,011	
Employee Benefits	1,148,664	1,155,427	-	1,155,427	
Contracted Services	84,000	84,000	-	84,000	
Supplies and Materials	182,000	182,000	-	182,000	
Equipment	10,000	10,000	-	10,000	
Total 71300 - Vocational Education	4,851,755	4,899,438	-	4,899,438	
72110 - Student Services					
Salaries	578,581	585,250	-	585,250	
Employee Benefits	189,491	190,564	-	190,564	
Contracted Services	10,125	10,125	-	10,125	
Supplies and Materials	3,975	3,975	-	3,975	
Other Charges	6,000	6,000	-	6,000	
Total 72110 - Student Services	788,172	795,914	-	795,914	
72120 - Health Services					
Salaries	872,161	891,263	478	891,741	Based on ed/exp/positions used
Employee Benefits	345,195	348,767	-	348,767	
Contracted Services	700	700	-	700	
Supplies and Materials	18,045	18,345	-	18,345	
Equipment	13,000	13,000	-	13,000	
Total 72120 - Health Services	1,249,101	1,272,075	478	1,272,553	
72130 - Other Student Support					
Salaries	5,683,688	5,830,323	(299,417)	5,530,906	Replaced teacher stipends with grant funding
Employee Benefits	1,797,301	1,816,788	-	1,816,788	
Contracted Services	301,783	301,783	-	301,783	
Supplies and Materials	1,200	1,200	-	1,200	
Total 72130 - Other Student Support	7,783,972	7,950,094	(299,417)	7,650,677	

Clarksville-Montgomery County School System

General Purpose School Fund Budget

CMCSS

	2013-2014 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget	
72210 - Regular Instruction Support					
Salaries	7,389,239	7,481,997	26,770	7,508,767	Based on degree/exp/positions used
Employee Benefits	2,457,342	2,559,782	-	2,559,782	
Contracted Services	71,971	71,971	-	71,971	School supply allocation adjusted Staff development requirements
Supplies and Materials	536,558	539,031	(1,250)	537,781	
Other Charges	242,086	242,086	34,878	276,964	
Total 72210 - Regular Instruction Support	10,697,196	10,894,867	60,398	10,955,265	
72215 - Alternative School Support					
Salaries	20,257	20,903	26	20,929	Actual salary requirement Required benefits
Employee Benefits	18,392	18,533	6	18,539	
Total 72215 - Alternative School Support	38,649	39,436	32	39,468	
72220 - Special Education Support					
Salaries	1,627,599	1,659,180	-	1,659,180	
Employee Benefits	521,225	526,466	-	526,466	
Contracted Services	31,900	31,001	-	31,001	
Supplies and Materials	82,050	81,750	-	81,750	
Other Charges	20,500	19,000	-	19,000	
Total 72220 - Special Education Support	2,283,774	2,317,397	-	2,317,397	
72230 - Vocational Education Support					
Salaries	80,633	81,957	-	81,957	
Employee Benefits	33,167	33,398	-	33,398	
Contracted Services	400	400	-	400	
Supplies and Materials	1,000	1,000	-	1,000	
Other Charges	1,500	1,500	-	1,500	
Total 72230 - Vocational Education Support	116,700	118,255	-	118,255	

Clarksville-Montgomery County School System

General Purpose School Fund Budget

CMCSS

	2013-2014 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget
72260 - Adult Education Support				
Salaries	120,715	122,103	-	122,103
Employee Benefits	24,381	24,611	-	24,611
Total 72260 - Adult Education Support	145,096	146,714	-	146,714
72310 - Board of Education				
Salaries	60,951	61,530	13,625	75,155
Employee Benefits	14,218	1,075,836	1,043	1,076,879
Contracted Services	222,000	222,000	-	222,000
Other Charges	396,000	396,000	-	396,000
Insurance Premiums	240,819	240,819	385,769	626,588
Trustee's Commission	1,330,529	1,330,529	-	1,330,529
Total 72310 - Board of Education	2,264,517	3,326,714	400,437	3,727,151
72320 - Director of Schools				
Salaries	221,424	222,649	-	222,649
Employee Benefits	59,616	61,300	-	61,300
Contracted Services	79,300	81,800	-	81,800
Supplies and Materials	5,500	5,500	-	5,500
Other Charges	15,000	15,000	-	15,000
Total 72320 - Director of Schools	380,840	386,249	-	386,249
72320 - Printing and Communications				
Salaries	367,036	380,265	-	380,265
Employee Benefits	156,030	158,659	-	158,659
Contracted Services	47,570	47,570	-	47,570
Supplies and Materials	54,366	54,366	-	54,366
Other Charges	12,000	12,000	-	12,000
Equipment	6,000	6,000	-	6,000
Total 72320 - Printing and Communications	643,002	658,860	-	658,860

Per Board/County Commission meeting rate change
Required benefits

Liability premium moved from 72610

Clarksville-Montgomery County School System

General Purpose School Fund Budget

CMCSS

	2013-2014 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget	
72410 - Office of the Principal					
Salaries	11,288,812	11,476,397	18,100	11,494,497	Based on ed/exp/positions used Required benefits
Employee Benefits	4,115,164	4,147,273	9,570	4,156,843	
Contracted Services	19,230	19,230	-	19,230	
Other Charges	24,000	24,000	-	24,000	
Equipment	58,000	58,000	-	58,000	
Total 72410 - Office of the Principal	15,505,206	15,724,900	27,670	15,752,570	
72510 - Business Affairs					
Salaries	1,399,926	1,456,990	2,780	1,459,770	Startup for In-house Teacher Sub Program Required benefits
Employee Benefits	559,044	576,493	1,236	577,729	
Contracted Services	203,760	228,221	-	228,221	
Supplies and Materials	43,200	43,200	(2,200)	41,000	Savings in office supplies
Other Charges	20,000	20,000	-	20,000	
Equipment	3,600	59,453	2,410	61,863	Actual cost of equipment
Total 72510 - Business Affairs	2,229,530	2,384,357	4,226	2,388,583	
72520 - Human Resources					
Salaries	1,009,932	1,026,937	30,824	1,057,761	Startup for In-house Teacher Sub Program Required benefits
Employee Benefits	1,408,774	352,473	12,398	364,871	
Contracted Services	78,943	78,943	(688)	78,255	Travel expense
Supplies and Materials	38,000	38,000	-	38,000	
Other Charges	29,285	29,285	(11,285)	18,000	Moved prof. development to instruction
Equipment	500	500	-	500	
Total 72520 - Human Resources	2,565,434	1,526,138	31,249	1,557,387	

Clarksville-Montgomery County School System

General Purpose School Fund Budget

CMCSS

	2013-2014 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget	
72610 - Operation of Plant					
Salaries	4,683,830	4,785,720	-	4,785,720	
Employee Benefits	2,462,232	2,483,800	-	2,483,800	
Contracted Services	491,360	491,360	-	491,360	
Supplies and Materials	436,969	436,969	-	436,969	
Other Charges	7,000	7,000	-	7,000	
Equipment	70,000	70,000	800	70,800	Based on actual cost
Utilities	7,724,810	7,724,810	-	7,724,810	
Insurance Premiums	854,701	854,701	(391,496)	463,205	Liability moved to Board accounts
Total 72610 - Operation of Plant	16,730,902	16,854,360	(390,696)	16,463,664	
72620 - Maintenance of Plant					
Salaries	2,245,194	2,411,836	10,736	2,422,572	Based on ed/exp/positions used
Employee Benefits	1,004,613	1,040,272	-	1,040,272	
Contracted Services	1,646,357	1,646,357	(50,000)	1,596,357	Based on negotiated copier contract
Supplies and Materials	1,192,446	1,192,446	3,000	1,195,446	Required for vehicle parts account
Other Charges	2,500	2,500	-	2,500	
Equipment	5,000	5,000	-	5,000	
Insurance Premiums	21,044	21,044	(1,490)	19,554	Based on actual premiums
Total 72620 - Maintenance of Plant	6,117,154	6,319,455	(37,754)	6,281,701	
72810 - Information Technology					
Salaries	800,597	826,380	(7,766)	818,614	Based on ed/exp/positions used
Employee Benefits	257,057	262,725	(115)	262,610	Required benefits
Contracted Services	2,056,802	2,056,802	-	2,056,802	
Supplies and Materials	1,517,158	1,517,158	-	1,517,158	
Other Charges	45,161	45,161	-	45,161	
Equipment	1,238,825	1,238,825	40,000	1,278,825	Technology for NWHS academy
Total 72810 - Information Technology	5,915,600	5,947,051	32,119	5,979,170	

Clarksville-Montgomery County School System

General Purpose School Fund Budget

CMCSS

	2013-2014 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget	
73400 - Early Childhood Education					
Salaries	1,425,198	1,455,445	1,198	1,456,643	Based on ed/exp/positions used Required benefits
Employee Benefits	588,773	594,309	219	594,528	
Contracted Services	51,000	51,000	-	51,000	
Supplies and Materials	10,000	10,000	-	10,000	
Other Charges	20,000	20,000	-	20,000	
Total 73400 - Early Childhood Education	2,094,971	2,130,754	1,417	2,132,171	
82230 - Debt Service					
Interest Payments	21,000	21,000	-	21,000	
Total 82230 - Debt Service	21,000	21,000	-	21,000	
99100 - Interfund Transfers					
	330,000	1,330,000	-	1,330,000	Based on actual debt payments
	499,340	499,340	(11,775)	487,565	
Total 99100 - Interfund Transfers	829,340	1,829,340	(11,775)	1,817,565	

Clarksville-Montgomery County School System

General Purpose School Fund Budget

CMCSS

	2013-2014 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget	
Total Expenditures	213,611,783	217,443,351	14,378	217,457,729	
Ending Reserves and Fund Balance					
Fund Balance	9,106,918	9,345,834	3,701,630	13,047,464	Projected fund balance as of 6/30/14
On-The-Job Injury Reserve	1,375,218	1,375,218	-	1,375,218	
Property & Liability Insurance Reserve	1,320,000	1,320,000	-	1,320,000	
Extended Contract Reserve	154,335	155,501	(37,763)	117,738	Projected reserve as of 6/30/14
Career Ladder Reserve	-2,751	(557)	(6)	(563)	Projected reserve as of 6/30/14
Total Reserves and Fund Balance	11,953,720	12,195,996	3,663,861	15,859,857	
Total Expenditures, Reserves and Fund Balance	225,565,503	229,639,347	3,678,239	233,317,586	

Clarksville-Montgomery County School System

Transportation Fund Budget

CMCSS

2013-2014 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget
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Estimated Revenues**Local Revenues**

40110	Current Property Tax	1,835,000	1,835,000	44,100	1,879,100	
40120	Trustees Collection - Prior Years	60,000	60,000	-	60,000	Based on YTD collections
40140	Interest & Penalties	15,000	15,000	-	15,000	
40162	Payments In Lieu of Taxes (Utility)	49,000	49,000	1,200	50,200	Based on YTD collections
40320	Bank Excise Tax	3,000	3,000	-	3,000	
44130	Sale of Materials & Supplies	2,500	2,500	-	2,500	
44145	Sale of Recycled Materials	3,200	3,200	-	3,200	
44170	Misc. Refund - Other	7,000	7,000	-	7,000	
44530	Sale of Equipment	40,000	40,000	-	40,000	
44560	Damages from Individuals	1,000	1,000	-	1,000	
Total Local Revenues		2,015,700	2,015,700	45,300	2,061,000	

State Revenues - BEP

46511	Basic Education Program	7,519,124	7,519,124	-	7,519,124
Total State Revenues - BEP		7,519,124	7,519,124	-	7,519,124

Federal Revenues

47143	Educ. of the Handicapped Act	1,282,915	1,282,915	-	1,282,915
47311	Race To The Top	15,000	15,000	-	15,000
Total Federal Revenues		1,297,915	1,297,915	-	1,297,915

Total		10,832,739	(10,832,739)	(45,300)	(10,787,439)
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Total Revenues		10,832,739	10,832,739	45,300	10,878,039
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Beginning Fund Balance		2,017,578	3,247,945	-	3,247,945
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Total Available Funds		12,850,317	14,080,684	45,300	14,125,984
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Clarksville-Montgomery County School System

Transportation Fund Budget

CMCSS

	2013-2014 Original Budget	Current Amended Budget	Proposed Increase (Decrease)	Proposed Amended Budget	
<u>Expenditures (Appropriations)</u>					
72310 - Board of Education					
Trustee's Commission	0	40,000	-	40,000	
Total 72310 - Board of Education	0	40,000	-	40,000	
72510 - Fiscal Services					
Total 72510 - Fiscal Services	40,000	-	-	-	
72710 - Transportation					
Salaries	6,614,056	7,038,266	-	7,038,266	
Employee Benefits	3,079,476	3,140,778	-	3,140,778	
Contracted Services	256,150	256,150	(3,100)	253,050	Reduced vehicle maintenance account
Supplies and Materials	2,036,550	2,036,550	(11,700)	2,024,850	Reduced vehicle parts account
Other Charges	20,000	20,000	-	20,000	
Equipment	106,947	106,947	6,780	113,727	Actual cost of equipment
Insurance Premiums	50,999	50,999	(5,257)	45,742	Based on actual premium
Total 72710 - Transportation	12,164,178	12,649,690	(13,277)	12,636,413	
Total Expenditures	12,204,178	12,689,690	(13,277)	12,676,413	
Ending Fund Balance	646,139	1,390,994	58,577	1,449,571	Projected fund balance as of 6/30/14
Total Expenditures and Fund Balance	12,850,317	14,080,684	45,300	14,125,984	

14-3-2

On Motion to Adopt by Commissioner Creek, seconded by

Commissioner Keene, the foregoing Resolution was Adopted by the

following roll call vote:

Jerry Allbert	Y	John M. Gannon	Y	Robert Nichols	Y
Ed Baggett	Y	John M. Genis	Y	Keith Politi	Y
Mark Banasiak	Y	Robert Gibbs	Y	Mark Riggins	Y
Martha Brockman	Y	Dalton Harrison	Y	Nick Robards	Y
Loretta Bryant	Y	Charles Keene	Y	Larry Rocconi	Y
Joe L. Creek	Y	Lettie Kendall	Y	Ron J. Sokol	Y
Glen Demorest	Y	Robert Lewis	Y	Tommy Vallejos	Y

Ayes - 21 Abstentions - 0 Noes - 0

ABSENT: None

**RESOLUTION AUTHORIZING THE NEGOTIATION OF A CONTRACT
WITH GREATER DICKSON GAS AUTHORITY TO PROVIDE
NATURAL GAS SERVICE TO SOUTHERN
MONTGOMERY COUNTY**

WHEREAS, various property owners of southern Montgomery County have expressed a desire for natural gas service; and

WHEREAS, the Greater Dickson Gas Authority of Dickson County, Tennessee, has indicated that they may be able to provide natural gas service to some residents of southern Montgomery County; and

WHEREAS, service may be available to residents in portions of Montgomery County Civil Districts 13, 16, 17, 18, 19, 20 and 22; and

WHEREAS, this project will not incur any costs to the taxpayers of Montgomery County.

NOW, THEREFORE BE IT RESOLVED by the Montgomery County Board of Commissioners meeting in regular business session on this 10th day of March, 2014, that the Montgomery County Mayor is hereby authorized to negotiate a contract with the Greater Dickson Gas Authority to extend natural gas service into portions of Montgomery County Civil Districts 13, 16, 17, 18, 19, 20 and 22.

Duly passed and approved this 10th day of March, 2014.



Sponsor

Mark Kyri

Commissioner

Joe / Rick

Approved

Carolyn Bowers

County Mayor

Attested

Julie A. Jackson

County Clerk

AGREEMENT

AN AGREEMENT between the Board of Commissioners of Montgomery County, Tennessee and the Greater Dickson Gas Authority granting to the Greater Dickson Gas Authority, hereinafter designated as Grantee, its successors and assigns, an exclusive right and franchise to use and occupy the streets, avenues, roads, alleys, lanes, parks and other public places and ways in Civil Districts 13, 16, 17, 18, 19, 20 and 22 in the County of Montgomery in the State of Tennessee for constructing, maintaining, renewing, repairing, and/or operating a gas works and/or distribution system, and other necessary means for manufacturing, transmitting, distributing, and/or selling of manufactured or natural gas or commingle gas within and/or through the above mentioned area of Montgomery County, Tennessee.

SECTION 1. The exclusive right and franchise is hereby granted to the Greater Dickson Gas Authority, its successors and assigns, to lay, construct, extend, maintain, renew, replace and/or repair gas pipes and gas mains under, along and/or across any streets, avenues, roads, alleys, lanes, parks and other places and ways in Civil Districts 13, 16, 17, 18, 19, 20 and 22 of Montgomery County, Tennessee and to use and occupy the said streets, avenues, roads, alleys, lanes, parks and other public places and ways for the purpose of therein laying or constructing, extending, maintaining, renewing, replacing, and/or repairing mains and pipes and all appurtenances and appendages thereto used and/or useful for the manufacture, transmission, distribution, and/or sale of gas within and/or through the present or future territorial limits of Civil Districts 13, 16, 17, 18, 19, 20 and 22 of Montgomery County, Tennessee such right to continue for twenty (20) years after the date of this agreement.

SECTION 2. All rights herein granted and/or authorized shall be and governed only by this Agreement provided, however, the Board of Commissioners of Montgomery County, Tennessee expressly reserve unto themselves all of their police powers to adopt general regulations necessary to protect the safety and welfare of the general public in relation to the rights herein granted not inconsistent with the provisions of this Agreement.

SECTION 3. The Greater Dickson Gas Authority, upon making an opening upon any of the streets, alleys, or public ways of Civil Districts 13, 16, 17, 18, 19, 20 and 22 of Montgomery County, Tennessee for the purpose of laying pipes, and/or maintaining gas mains, shall use due care and caution to prevent injury to any person or persons and shall replace and restore all public ways to their former condition as nearly as practicable and within a reasonable time, and shall not unnecessarily obstruct or impede traffic on the streets, alleys, and public ways in Civil Districts 13, 16, 17, 18, 19, 20 and 22 of Montgomery County, Tennessee.

SECTION 4. The Greater Dickson Gas Authority shall save and keep harmless the Board of Commissioners of Montgomery County, Tennessee from any and all liability by reasons of damage or injury to any person or persons whatsoever on account of negligence of the Greater Dickson Gas Authority in the installation and maintenance of its mains and pipe lines along said streets, alleys and public ways, provided, however, the Greater Dickson Gas Authority shall have been notified in writing of any claim against the Board of Commissioners of Montgomery County, Tennessee on account thereof, and shall have been given ample opportunity to defend the same.

SECTION 5. This Agreement shall supersede any previous agreement between Montgomery County, Tennessee and Greater Dickson Gas Authority in regard to Civil Districts 13, 16, 17, 18, 19, 20 and 22 of Montgomery County, Tennessee.

SECTION 6. Greater Dickson Gas Authority agrees to pay Montgomery County, Tennessee tax equivalent pursuant to *Tennessee Code Annotated Section 7-39-401, et seq.*

SECTION 7. This Agreement shall be in full force and effect from and after its passage and its acceptance by the Greater Dickson Gas Authority, such acceptance to be in writing filed with the County Clerk of Montgomery County, Tennessee.

MONTGOMERY COUNTY MAYOR

Dated: _____

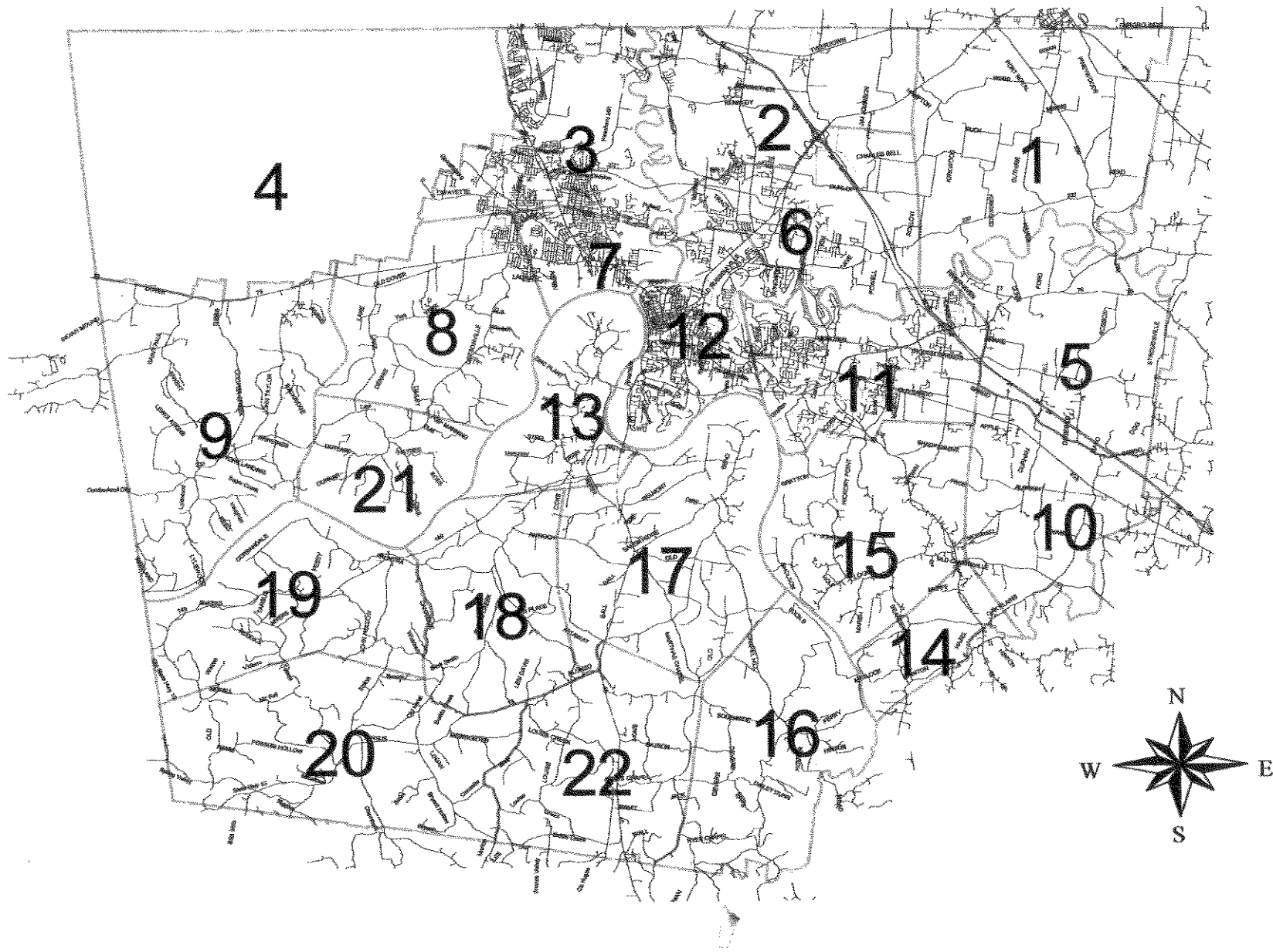
ATTEST: _____
COUNTY CLERK

Prepared By: _____
GREATER DICKSON GAS AUTHORITY
GENERAL MANAGER

Dated: _____

WITNESS:

Civil District Map



14-3-3

On Motion to Adopt by Commissioner Riggins, seconded by

Commissioner Bryant, the foregoing Resolution was Adopted by the

following roll call vote:

Jerry Allbert	Y	John M. Gannon	Y	Robert Nichols	Y
Ed Baggett	Y	John M. Genis	Y	Keith Politi	Y
Mark Banasiak	Y	Robert Gibbs	Y	Mark Riggins	Y
Martha Brockman	Y	Dalton Harrison	Y	Nick Robards	Y
Loretta Bryant	Y	Charles Keene	Y	Larry Rocconi	Y
Joe L. Creek	Y	Lettie Kendall	Y	Ron J. Sokol	Y
Glen Demorest	Y	Robert Lewis	Y	Tommy Vallejos	Y

Ayes - 21 Abstentions - 0 Noes - 0

ABSENT: None

**RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF
COMMISSIONERS AUTHORIZING THE ACCEPTANCE AND
PERMISSION TO SPEND GRANT FUNDS FROM THE
TENNESSEE DEPARTMENT OF HEALTH**

WHEREAS, the Tennessee Department of Health has advised the Montgomery County Health Department that special needs funding allocations pursuant to T.C.A. § 68-2-901 are available from a tobacco settlement; and

WHEREAS, the Tennessee Department of Health has advised that Montgomery County has been approved to receive these funds in the amount of \$79,510.00 annually for the next three years to be utilized toward the prevention of low birth weight babies due to prenatal smoking; and

WHEREAS, this grant will not require any matching county funds.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in Regular Session on this 10th day of March, 2014, that the Montgomery County Health Department accept grant funds from the Tennessee Department of Health in the amount of \$79,510.00 annually for the next three years for the purpose herein stated and as detailed below:

REVENUE	101-54110-00000-54-47590-G1330	\$ 79,510.00
Temporary Personnel	101-54110-00000-54-51680-G1330	19,285.00
Social Security	101-54110-00000-54-52010-G1330	1,197.00
Employer Medicare	101-54110-00000-54-52120-G1330	280.00
Supplies	101-54110-00000-54-54990-G1330	8,896.00
Travel	101-54110-00000-54-53550-G1330	3,000.00
Prof. Services/subcontract fees	101-54110-00000-54-53990-G1330	6,960.00
Conferences and meetings	101-54110-00000-54-54990-G1330	1,000.00
Specific (incentives)	101-54110-00000-54-54990-G1330	26,892.00
Prenatal Anti-Smoking Marketing	101-54110-00000-54-53020-G1330	12,000.00
TOTAL		\$ 79,510.00

Duly passed and approved this 10th day of March, 2014.



Attested

Kellie L. Jackson
County Clerk

Sponsor

Commissioner

Approved

County Mayor

Ray Smith
Bob Cook
Carole Demers

14-3-4

On Motion to Adopt by Commissioner Brockman, seconded by
Commissioner Harrison, the foregoing Resolution was Adopted by the
following roll call vote:

Jerry Allbert	Y	John M. Gannon	Y	Robert Nichols	Y
Ed Baggett	Y	John M. Genis	Y	Keith Politi	Y
Mark Banasiak	Y	Robert Gibbs	Y	Mark Riggins	Y
Martha Brockman	Y	Dalton Harrison	Y	Nick Robards	Y
Loretta Bryant	Y	Charles Keene	Y	Larry Rocconi	Y
Joe L. Creek	Y	Lettie Kendall	Y	Ron J. Sokol	Y
Glen Demorest	Y	Robert Lewis	Y	Tommy Vallejos	Y

Ayes - 21 Abstentions - 0 Noes - 0

ABSENT: None

RESOLUTION TO ESTABLISH AN UPDATED OCCUPATIONAL SAFETY AND HEALTH PROGRAM PLAN,
DEVISE RULES AND REGULATIONS, AND TO PROVIDE FOR A SAFETY DIRECTOR AND THE
IMPLEMENTATION OF SUCH PROGRAM PLAN

WHEREAS, in compliance with Public Chapter 561 of the General Assembly of the State of Tennessee for the year 1972, the **MONTGOMERY COUNTY BOARD OF COMMISSIONERS** hereby updates the Occupational Safety and Health Program Plan for the employees of the **MONTGOMERY COUNTY GOVERNMENT**.

WHEREAS, due to various changes in subsequent years, it has become necessary to amend the program plan to comply with more recent state requirements.

NOW, THEREFORE,

SECTION 1. BE IT RESOLVED BY THE **MONTGOMERY COUNTY BOARDS OF COMMISSIONERS**, that there be and is hereby amended as follows:

TITLE:

This section shall be known as "The Occupational Safety and Health Program Plan" for the employees of **MONTGOMERY COUNTY GOVERNMENT**.

PURPOSE:

The **MONTGOMERY COUNTY BOARD OF COMMISSIONERS**, in electing to update the established Program Plan will maintain an effective and comprehensive Occupational Safety and Health Program Plan for its employees and shall:

- 1) Provide a safe and healthful place and condition of employment that includes:
 - a) Top Management Commitment and Employee Involvement;
 - b) Continually analyze the worksite to identify all hazards and potential hazards;
 - c) Develop and maintain methods for preventing or controlling the existing or potential hazards; and
 - d) Train managers, supervisors, and employees to understand and deal with worksite hazards.
- 2) Acquire, maintain and require the use of safety equipment, personal protective equipment and devices reasonably necessary to protect employees.
- 3) Record, keep, preserve, and make available to the Commissioner of Labor and Workforce Development, or persons within the Department of Labor and Workforce Development to whom such responsibilities have been delegated, adequate records of all occupational accidents and illnesses and personal injuries for proper evaluation and necessary corrective action as required.
- 4) Consult with the Commissioner of Labor and Workforce Development with regard to the adequacy of the form and content of records.
- 5) Consult with the Commissioner of Labor and Workforce Development, as appropriate, regarding safety and

health problems which are considered to be unusual or peculiar and are such that they cannot be achieved under a standard promulgated by the State.

6) Provide reasonable opportunity for the participation of employees in the effectuation of the objectives of this Program Plan, including the opportunity to make anonymous complaints concerning conditions or practices injurious to employee safety and health.

7) Provide for education and training of personnel for the fair and efficient administration of occupational safety and health standards, and provide for education and notification of all employees of the existence of this Program Plan.

COVERAGE:

The provisions of the Occupational Safety and Health Program Plan for the employees of The **MONTGOMERY COUNTY GOVERNMENT** shall apply to all employees of each administrative department, commission, board, division, or other agency of the **MONTGOMERY COUNTY GOVERNMENT** whether part-time or full-time, seasonal or permanent.

STANDARDS AUTHORIZED:

The Occupational Safety and Health standards adopted by the **MONTGOMERY COUNTY BOARD OF COMMISSIONERS** are the same as, but not limited to, the State of Tennessee Occupational Safety and Health Standards promulgated, or which may be promulgated, in accordance with Section 6 of the Tennessee Occupational Safety and Health Act of 1972 (T.C.A. Title 50, Chapter 3).

VARIANCES FROM STANDARDS AUTHORIZED:

Upon written application to the Commissioner of Labor and Workforce Development of the State of Tennessee, we may request an order granting a temporary variance from any approved standards. Applications for variances shall be in accordance with Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, **VARIANCES FROM OCCUPATIONAL SAFETY AND HEALTH STANDARDS, CHAPTER 0800-01-02**, as authorized by T.C.A., Title 50. Prior to requesting such temporary variance, we will notify or serve notice to our employees, their designated representatives, or interested parties and present them with an opportunity for a hearing. The posting of notice on the main bulletin board shall be deemed sufficient notice to employees.

ADMINISTRATION:

For the purposes of this resolution, The **Safety and Risk Manager** is designated as the Safety Director of Occupational Safety and Health to perform duties and to exercise powers assigned to plan, develop, and administer this Program Plan. The Safety and Risk Manager shall develop a plan of operation for the Program Plan in accordance with Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, **SAFETY AND HEALTH PROVISIONS FOR THE PUBLIC SECTOR, CHAPTER 0800-01-05**, as authorized by T.C.A., Title 50.

FUNDING THE PROGRAM PLAN:

Sufficient funds for administering and staffing the Program Plan pursuant to this resolution shall be made available as authorized by the **MONTGOMERY COUNTY BOARD OF COMMISSIONERS**.

SEVERABILITY:

SECTION 2. BE IT FURTHER RESOLVED that if any section, sub-section, sentence, clause, phrase, or portion of this resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

AMENDMENTS, ETC:

SECTION 3. BE IT FURTHER RESOLVED that this resolution shall take effect from and after the date it shall have been passed by the **MONTGOMERY COUNTY BOARD OF COMMISSIONERS**, properly signed, certified, and has met all other legal requirements of the **MONTGOMERY COUNTY BOARD OF COMMISSIONERS**, and as otherwise provided by law, the general welfare of the **MONTGOMERY COUNTY GOVERNMENT** requiring it.

Duly passed and approved, this the 10th day of March, 2014.



Attested

Kellie G. Jackson
COUNTY CLERK

Sponsor

Tim Irvan

Commissioner

Joe / Cuck

Approved

Carolyn Bowers
COUNTY MAYOR

PLAN OF OPERATION FOR THE OCCUPATIONAL SAFETY AND HEALTH
PROGRAM PLAN FOR THE EMPLOYEES OF MONTGOMERY COUNTY GOVERNMENT

SECTION	PAGE
I. PURPOSE AND COVERAGE	4
II. DEFINITIONS.....	4
III. EMPLOYER'S RIGHTS AND DUTIES	5
IV. EMPLOYEE'S RIGHTS AND DUTIES	6
V. ADMINISTRATION.....	7
VI. STANDARDS AUTHORIZED	8
VII. VARIANCE PROCEDURE.....	8
VIII. RECORDKEEPING AND REPORTING.....	9
IX. EMPLOYEE COMPLAINT PROCEDURE.....	9
X. EDUCATION AND TRAINING.....	10
XI. GENERAL INSPECTION PROCEDURES.....	11
XII. IMMINENT DANGER PROCEDURES.....	12
XIII. ABATEMENT ORDERS AND HEARINGS.....	13
XIV. PENALTIES.....	13
XV. CONFIDENTIALITY OF PRIVILEGED INFORMATION	13
XVI. DISCRIMINATION INVESTIGATIONS AND SANCTIONS.....	14
XVII. COMPLIANCE WITH OTHER LAWS NOT EXCUSED.....	14
 APPENDICES	
I. WORK LOCATIONS	15
II. NOTICE TO ALL EMPLOYEES	16
III. PROGRAM PLAN BUDGET	17
IV. ACCIDENT REPORTING PROCEDURES	18-19

I. PURPOSE AND COVERAGE

The purpose of this plan is to provide guidelines and procedures for implementing the Occupational Safety and Health Program Plan for the employees of the **MONTGOMERY COUNTY GOVERNMENT**.

This plan is applicable to all employees, part-time or full-time, seasonal or permanent.

The **MONTGOMERY COUNTY BOARD OF COMMISSIONERS** in electing to update and maintain an effective Occupational Safety and Health Program Plan for its employees,

- a. Provide a safe and healthful place and condition of employment.
- b. Require the use of safety equipment, personal protective equipment, and other devices where reasonably necessary to protect employees.
- c. Make, keep, preserve, and make available to the Commissioner of Labor and Workforce Development, his/her designated representatives, or persons within the Department of Labor and Workforce Development to whom such responsibilities have been delegated, including the Safety Director of the Division of Occupational Safety and Health, adequate records of all occupational accidents and illnesses and personal injuries for proper evaluation and necessary corrective action as required.
- d. Consult with the Commissioner of Labor and Workforce Development or his/her designated representative with regard to the adequacy of the form and content of such records.
- e. Consult with the Commissioner of Labor and Workforce Development regarding safety and health problems which are considered to be unusual or peculiar and are such that they cannot be resolved under an occupational safety and health standard promulgated by the State.
- f. Assist the Commissioner of Labor and Workforce Development or his/her monitoring activities to determine Program Plan effectiveness and compliance with the occupational safety and health standards.
- g. Make a report to the Commissioner of Labor and Workforce Development annually, or as may otherwise be required, including information on occupational accidents, injuries, and illnesses and accomplishments and progress made toward achieving the goals of the Occupational Safety and Health Program Plan.
- h. Provide reasonable opportunity for and encourage the participation of employees in the effectuation of the objectives of this Program Plan, including the opportunity to make anonymous complaints concerning conditions or practices which may be injurious to employees' safety and health.

II. DEFINITIONS

For the purposes of this Program Plan, the following definitions apply:

- a. **COMMISSIONER OF LABOR and Workforce Development** means the chief executive officer of the Tennessee Department of Labor and Workforce Development. This includes any person appointed, designated, or deputized to perform the duties or to exercise the powers assigned to the Commissioner of Labor and Workforce Development.
- b. **EMPLOYER** means the **MONTGOMERY COUNTY GOVERNMENT** and includes each administrative department, board, commission, division, or other agency of the **MONTGOMERY COUNTY GOVERNMENT**.
- c. **SAFETY DIRECTOR OF OCCUPATIONAL SAFETY AND HEALTH or SAFETY DIRECTOR** means the person designated by the establishing resolution, or executive order to perform duties or to exercise powers assigned so as to plan, develop, and administer the Occupational Safety and Health Program Plan for the employees of **MONTGOMERY COUNTY GOVERNMENT**.

- d. INSPECTOR(S) means the individual(s) appointed or designated by the Safety Director of Occupational Safety and Health to conduct inspections provided for herein. If no such compliance inspector(s) is appointed, inspections shall be conducted by the Safety Director of Occupational Safety and Health.
- e. APPOINTING AUTHORITY means any official or group of officials of the employer having legally designated powers of appointment, employment, or removal there from for a specific department, board, commission, division, or other agency of this employer.
- f. EMPLOYEE means any person performing services for this employer and listed on the payroll of this employer, either as part-time, full-time, seasonal, or permanent. It also includes any persons normally classified as ☐volunteers☐ provided such persons received remuneration of any kind for their services. This definition shall not include independent contractors, their agents, servants, and employees.
- g. PERSON means one or more individuals, partnerships, associations, corporations, business trusts, or legal representatives of any organized group of persons.
- h. STANDARD means an occupational safety and health standard promulgated by the Commissioner of Labor and Workforce Development in accordance with Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972 which requires conditions or the adoption or the use of one or more practices, means, methods, operations, or processes or the use of equipment or personal protective equipment necessary or appropriate to provide safe and healthful conditions and places of employment.
- i. IMMINENT DANGER means any conditions or practices in any place of employment which are such that a hazard exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such hazard can be eliminated through normal compliance enforcement procedures.
- j. ESTABLISHMENT or WORKSITE means a single physical location under the control of this employer where business is conducted, services are rendered, or industrial type operations are performed.
- k. SERIOUS INJURY or HARM means that type of harm that would cause permanent or prolonged impairment of the body in that:
 - 1. A part of the body would be permanently removed (e.g., amputation of an arm, leg, finger(s); loss of an eye) or rendered functionally useless or substantially reduced in efficiency on or off the job (e.g., leg shattered so severely that mobility would be permanently reduced), or
 - 2. A part of an internal body system would be inhibited in its normal performance or function to such a degree as to shorten life or cause reduction in physical or mental efficiency (e.g., lung impairment causing shortness of breath).

On the other hand, simple fractures, cuts, bruises, concussions, or similar injuries would not fit either of these categories and would not constitute serious physical harm.

- l. ACT or TOSH Act shall mean the Tennessee Occupational Safety and Health Act of 1972.
- m. GOVERNING BODY means the County Quarterly Court, Board of Aldermen, Board of Commissioners, City or Town Council, Board of Governors, etc., whichever may be applicable to the local government, government agency, or utility to which this plan applies.

- n. CHIEF EXECUTIVE OFFICER means the chief administrative official, County Judge, County Chairman, County Mayor, Mayor, City Manager, General Manager, etc., as may be applicable.

III. EMPLOYERS RIGHTS AND DUTIES

Rights and duties of the employer shall include, but are not limited to, the following provisions:

- a. Employer shall furnish to each employee conditions of employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious injury or harm to employees.
- b. Employer shall comply with occupational safety and health standards and regulations promulgated pursuant to Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972.
- c. Employer shall refrain from and unreasonable restraint on the right of the Commissioner of Labor and Workforce Development to inspect the employers place(s) of business. Employer shall assist the Commissioner of Labor and Workforce Development in the performance of their monitoring duties by supplying or by making available information, personnel, or aids reasonably necessary to the effective conduct of the monitoring activity.
- d. Employer is entitled to participate in the development of standards by submission of comments on proposed standards, participation in hearing on proposed standards, or by requesting the development of standards on a given issue under Section 6 of the Tennessee Occupational Safety and Health Act of 1972.
- e. Employer is entitled to request an order granting a variance from an occupational safety and health standard.
- f. Employer is entitled to protection of its legally privileged communication.
- g. Employer shall inspect all worksites to insure the provisions of this Program Plan are complied with and carried out.
- h. Employer shall notify and inform any employee who has been or is being exposed in a biologically significant manner to harmful agents or material in excess of the applicable standard and of corrective action being taken.
- i. Employer shall notify all employees of their rights and duties under this Program Plan.

IV. EMPLOYEES RIGHTS AND DUTIES

Rights and duties of employees shall include, but are not limited to, the following provisions:

- a. Each employee shall comply with occupational safety and health act standards and all rules, regulations, and orders issued pursuant to this Program Plan and the Tennessee Occupational Safety and Health Act of 1972 which are applicable to his/her or her own actions and conduct.
- b. Each employee shall be notified by the placing of a notice upon bulletin boards, or other places of common passage, of any application for a permanent or temporary order granting the employer a variance from any provision of the TOSH Act or any standard or regulation promulgated under the Act.

- c. Each employee shall be given the opportunity to participate in any hearing which concerns an application by the employer for a variance from a standard or regulation promulgated under the Act.
- d. Any employee who may be adversely affected by a standard or variance issued pursuant to the Act or this Program Plan may file a petition with the Commissioner of Labor and Workforce Development or whoever is responsible for the promulgation of the standard or the granting of the variance.
- e. Any employee who has been exposed or is being exposed to toxic materials or harmful physical agents in concentrations or at levels in excess of that provided for by any applicable standard shall be provided by the employer with information on any significant hazards to which they are or have been exposed, relevant symptoms, and proper conditions for safe use or exposure. Employees shall also be informed of corrective action being taken.
- f. Subject to regulations issued pursuant to this Program Plan, any employee or authorized representative of employees shall be given the right to request an inspection and to consult with the Safety Director or Inspector at the time of the physical inspection of the worksite.
- g. Any employee may bring to the attention of the Safety Director any violation or suspected violations of the standards or any other health or safety hazards.
- h. No employee shall be discharged or discriminated against because such employee has filed any complaint or instituted or caused to be instituted any proceeding or inspection under or relating to this Program Plan.
- i. Any employee who believes that he or she has been discriminated against or discharged in violation of subsection (h) of this section may file a complaint alleging such discrimination with the Safety Director. Such employee may also, within thirty (30) days after such violation occurs, file a complaint with the Commissioner of Labor and Workforce Development alleging such discrimination.
- j. Nothing in this or any other provisions of this Program Plan shall be deemed to authorize or require any employee to undergo medical examination, immunization, or treatment for those who object thereto on religious grounds, except where such is necessary for the protection of the health or safety of others or when a medical examination may be reasonably required for performance of a specific job.
- k. Employees shall report any accident, injury, or illness resulting from their job, however minor it may seem to be, to their supervisor or the Safety Director within twenty-four (24) hours after the occurrence.

V. ADMINISTRATION

- a. The Safety Director of Occupational Safety and Health is designated to perform duties or to exercise powers assigned so as to administer this Occupational Safety and Health Program Plan.
 - 1. The Safety Director may designate person or persons as he/she deems necessary to carry out his/her powers, duties, and responsibilities under this Program Plan.
 - 2. The Safety Director may delegate the power to make inspections, provided procedures employed are as effective as those employed by the Safety Director.
 - 3. The Safety Director shall employ measures to coordinate, to the extent possible, activities of all

departments to promote efficiency and to minimize any inconveniences under this Program Plan.

4. The Safety Director may request qualified technical personnel from any department or section of government to assist he/she in making compliance inspections, accident investigations, or as he/she may otherwise deem necessary and appropriate in order to carry out his/her duties under this Program Plan.
 5. The Safety Director shall prepare the report to the Commissioner of Labor and Workforce Development required by subsection (g) of Section 1 of this plan.
 6. The Safety Director shall make or cause to be made periodic and follow-up inspections of all facilities and worksites where employees of this employer are employed. He/she shall make recommendations to correct any hazards or exposures observed. He/she shall make or cause to be made any inspections required by complaints submitted by employees or inspections requested by employees.
 7. The Safety Director shall assist any officials of the employer in the investigation of occupational accidents or illnesses.
 8. The Safety Director shall maintain or cause to be maintained records required under Section VIII of this plan.
 9. **The Safety Director shall, in the eventuality that there is a fatality or an accident resulting in the hospitalization of three or more employees insure that the Commissioner of Labor and Workforce Development receives notification of the occurrence within eight (8) hours.**
- b. The administrative or operational head of each department, division, board, or other agency of this employer shall be responsible for the implementation of this Occupational Safety and Health Program Plan within their respective areas.
1. The administrative or operational head shall follow the directions of the Safety Director on all issues involving occupational safety and health of employees as set forth in this plan.
 2. The administrative or operational head shall comply with all abatement orders issued in accordance with the provisions of this plan or request a review of the order with the Safety Director within the abatement period.
 3. The administrative or operational head should make periodic safety surveys of the establishment under his/her jurisdiction to become aware of hazards or standards violations that may exist and make an attempt to immediately correct such hazards or violations.
 4. The administrative or operational head shall investigate all occupational accidents, injuries, or illnesses reported to him/her. He shall report such accidents, injuries, or illnesses to the Safety Director along with his/her findings and/or recommendations in accordance with APPENDIX IV of this plan.

VI. STANDARDS AUTHORIZED

The standards adopted under this Program Plan are the applicable standards developed and promulgated under Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972. Additional standards may be promulgated by the governing body of this employer as that body may deem necessary for the safety and health of employees. Note: 29 CFR 1910 General Industry Regulations; 29 CFR 1926 Construction Industry Regulations; and the Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, CHAPTER 0800-01-1 through CHAPTER 0800-01-11 are the standards and rules invoked.

VII. VARIANCE PROCEDURE

The Safety Director may apply for a variance as a result of a complaint from an employee or of his/her knowledge of certain hazards or exposures. The Safety Director should definitely believe that a variance is needed before the application for a variance is submitted to the Commissioner of Labor and Workforce Development.

The procedure for applying for a variance to the adopted safety and health standards is as follows:

- a. The application for a variance shall be prepared in writing and shall contain:
 1. A specification of the standard or portion thereof from which the variance is sought.
 2. A detailed statement of the reason(s) why the employer is unable to comply with the standard supported by representations by qualified personnel having first-hand knowledge of the facts represented.
 3. A statement of the steps employer has taken and will take (with specific date) to protect employees against the hazard covered by the standard.
 4. A statement of when the employer expects to comply and what steps have or will be taken (with dates specified) to come into compliance with the standard.
 5. A certification that the employer has informed employees, their authorized representative(s), and/or interested parties by giving them a copy of the request, posting a statement summarizing the application (to include the location of a copy available for examination) at the places where employee notices are normally posted and by other appropriate means. The certification shall contain a description of the means actually used to inform employees and that employees have been informed of their right to petition the Commissioner of Labor and Workforce Development for a hearing.
- b. The application for a variance should be sent to the Commissioner of Labor and Workforce Development by registered or certified mail.
- c. The Commissioner of Labor and Workforce Development will review the application for a variance and may deny the request or issue an order granting the variance. An order granting a variance shall be issued only if it has been established that:
 1. The employer
 - i. Is unable to comply with the standard by the effective date because of unavailability of professional

or technical personnel or materials and equipment required or necessary construction or alteration of facilities or technology.

ii. Has taken all available steps to safeguard employees against the hazard(s) covered by the standard.

iii. Has as effective Program Plan for coming into compliance with the standard as quickly as possible.

2. The employee is engaged in an experimental Program Plan as described in subsection (b), section 13 of the Act.

d. A variance may be granted for a period of no longer than is required to achieve compliance or one (1) year, whichever is shorter.

e. Upon receipt of an application for an order granting a variance, the Commissioner to whom such application is addressed may issue an interim order granting such a variance for the purpose of permitting time for an orderly consideration of such application. No such interim order may be effective for longer than one hundred eighty (180) days.

f. The order or interim order granting a variance shall be posted at the worksite and employees notified of such order by the same means used to inform them of the application for said variance (see subsection (a)(5) of this section).

VIII. RECORDKEEPING AND REPORTING

a. Recording and reporting of all occupational accident, injuries, and illnesses shall be in accordance with instructions and on forms prescribed in the booklet. You can get a copy of the Forms for Recordkeeping from the internet. Go to www.osha.gov and click on Recordkeeping Forms located on the home page.

b. The position responsible for recordkeeping is shown on the SAFETY AND HEALTH ORGANIZATIONAL CHART, Appendix IV to this plan.

c. Details of how reports of occupational accidents, injuries, and illnesses will reach the recordkeeper are specified by ACCIDENT REPORTING PROCEDURES, Appendix IV to this plan. The Rule of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, OCCUPATIONAL SAFETY AND HEALTH RECORD-KEEPING AND REPORTING, CHAPTER 0800-01-03, as authorized by T.C.A., Title 50.

IX. EMPLOYEE COMPLAINT PROCEDURE

If any employee feels that he/she is assigned to work in conditions which might affect his/her health, safety, or general welfare at the present time or at any time in the future, he should report the condition to the Safety Director of Occupational Safety and Health.

a. The complaint should be in the form of a letter and give details on the condition(s) and how the employee believes it affects or will affect /her health, safety, or general welfare. The employee should sign the letter but need not do so if he/she wishes to remain anonymous (see subsection (h) of Section 1 of this plan).

b. Upon receipt of the complaint letter, the Safety Director will evaluate the condition(s) and institute any

corrective action, if warranted. Within ten (10) working days following the receipt of the complaint, the Safety Director will answer the complaint in writing stating whether or not the complaint is deemed to be valid and if no, why not, what action has been or will be taken to correct or abate the condition(s), and giving a designated time period for correction or abatement. Answers to anonymous complaints will be posted upon bulletin boards or other places of common passage where the anonymous complaint may be reasonably expected to be seen by the complainant for a period of three (3) working days.

- c. If the complainant finds the reply not satisfactory because it was held to be invalid, the corrective action is felt to be insufficient, or the time period for correction is felt to be too long, he/she may forward a letter to the Chief Executive Officer or to the governing body explaining the condition(s) cited in his/her original complaint and why he believes the answer to be inappropriate or insufficient.
- d. The Chief Executive Officer or a representative of the governing body will evaluate the complaint and will begin to take action to correct or abate the condition(s) through arbitration or administrative sanctions or may find the complaint to be invalid. An answer will be sent to the complainant within ten (10) working days following receipt of the complaint or the next regularly scheduled meeting of the governing body following receipt of the complaint explaining decisions made and action taken or to be taken.
- e. After the above steps have been followed and the complainant is still not satisfied with the results, he/she may then file a complaint with the Commissioner of Labor and Workforce Development. Any complaint filed with the Commissioner of Labor and Workforce Development in such cases shall include copies of all related correspondence with the Safety Director and the Chief Executive Officer or the representative of the governing body.
- f. Copies of all complaint and answers thereto will be filed by the Safety Director who shall make them available to the Commissioner of Labor and Workforce Development or his/her designated representative upon request.

X. EDUCATION AND TRAINING

- a. Safety Director and/or Compliance Inspector(s):
 - 1. Arrangements will be made for the Safety Director and/or Compliance Inspector(s) to attend training seminars, workshops, etc., conducted by the State of Tennessee or other agencies. A list of Seminars can be obtained.
 - 2. Access will be made to reference materials such as 29 CFR 1910 General Industry Regulations; 29 CFR 1926 Construction Industry Regulations; The Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, and other equipment/supplies, deemed necessary for use in conducting compliance inspections, conducting local training, wiring technical reports, and informing officials, supervisors, and employees of the existence of safety and health hazards will be furnished.
- b. All Employees (including supervisory personnel):

A suitable safety and health training program for employees will be established. This program will, as a minimum:

- 1. Instruct each employee in the recognition and avoidance of hazards or unsafe conditions and of standards and regulations applicable to the employees work environment to control or eliminate any hazards, unsafe conditions, or other exposures to occupational illness or injury.

2. Instruct employees who are required to handle or use poisons, acids, caustics, toxicants, flammable liquids, or gases including explosives, and other harmful substances in the proper handling procedures and use of such items and make them aware of the personal protective measures, person hygiene, etc., which may be required.
3. Instruct employees who may be exposed to environments where harmful plants or animals are present, of the hazards of the environment, how to best avoid injury or exposure, and the first aid procedures to be followed in the event of injury or exposure.
4. Instruct all employees of the common deadly hazards and how to avoid them, such as Falls; Equipment Turnover; Electrocuting; Struck by/Caught In; Trench Cave In; Heat Stress and Drowning.
5. Instruct employees on hazards and dangers of confined or enclosed spaces.
 - i. Confined or enclosed space means space having a limited means of egress and which is subject to the accumulation of toxic or flammable contaminants or has an oxygen deficient atmosphere. Confined or enclosed spaces include, but are not limited to, storage tanks, boilers, ventilation or exhaust ducts, sewers, underground utility accesses, tunnels, pipelines, and open top spaces more than four feet (4) in depth such as pits, tubs, vaults, and vessels.
 - ii. Employees will be given general instruction on hazards involved, precautions to be taken, and on use of personal protective and emergency equipment required. They shall also be instructed on all specific standards or regulations that apply to work in dangerous or potentially dangerous areas.
 - iii. The immediate supervisor of any employee who must perform work in a confined or enclosed space shall be responsible for instructing employees on danger of hazards which may be present, precautions to be taken, and use of personal protective and emergency equipment, immediately prior to their entry into such an area and shall require use of appropriate personal protective equipment.

XI. GENERAL INSPECTION PROCEDURES

It is the intention of the governing body and responsible officials to have an Occupational Safety and Health Program Plan that will insure the welfare of employees. In order to be aware of hazards, periodic inspections must be performed. These inspections will enable the finding of hazards or unsafe conditions or operations that will need correction in order to maintain safe and healthful worksites. Inspections made on a pre-designated basis may not yield the desired results. Inspections will be conducted, therefore, on a random basis at intervals not to exceed thirty (30) calendar days.

- a. In order to carry out the purposes of this Resolution, the Safety Director and/or Compliance Inspector(s), if appointed, is authorized:
 1. To enter at any reasonable time, any establishment, facility, or worksite where work is being performed by an employee when such establishment, facility, or worksite is under the jurisdiction of the employer and;
 2. To inspect and investigate during regular working hours and at other reasonable times, within reasonable limits, and in a reasonable manner, any such place of employment and all pertinent conditions, processes, structures, machines, apparatus, devices, equipment, and materials therein, and to question privately any supervisor, operator, agent, or employee working therein.

- b. If an imminent danger situation is found, alleged, or otherwise brought to the attention of the Safety Director or Inspector during a routine inspection, he/she shall immediately inspect the imminent danger situation in accordance with Section XII of this plan before inspecting the remaining portions of the establishment, facility, or worksite.
- c. An administrative representative of the employer and a representative authorized by the employees shall be given an opportunity to consult with and/or to accompany the Safety Director or Inspector during the physical inspection of any worksite for the purpose of aiding such inspection.
- d. The right of accompaniment may be denied any person whose conduct interferes with a full and orderly inspection.
- e. The conduct of the inspection shall be such as to preclude unreasonable disruptions of the operation(s) of the workplace.
- f. Interviews of employees during the course of the inspection may be made when such interviews are considered essential to investigative techniques.
- g. Advance Notice of Inspections.
 - 1. Generally, advance notice of inspections will not be given as this precludes the opportunity to make minor or temporary adjustments in an attempt to create misleading impression of conditions in an establishment.
 - 2. There may be occasions when advance notice of inspections will be necessary in order to conduct an effective inspection or investigation. When advance notice of inspection is given, employees or their authorized representative(s) will also be given notice of the inspection.
- h. The Safety Director need not personally make an inspection of each and every worksite once every thirty (30) days. He/she may delegate the responsibility for such inspections to supervisors or other personnel provided:
 - 1. Inspections conducted by supervisors or other personnel are at least as effective as those made by the Safety Director.
 - 2. Records are made of the inspections, any discrepancies found and corrective actions taken. This information is forwarded to the Safety Director.
- i. The Safety Director shall maintain records of inspections to include identification of worksite inspected, date of inspection, description of violations of standards or other unsafe conditions or practices found, and corrective action taken toward abatement. Those inspection records shall be subject to review by the Commissioner of Labor and Workforce Development or his/her authorized representative.

XII. IMMINENT DANGER PROCEDURES

- a. Any discovery, any allegation, or any report of imminent danger shall be handled in accordance with the following procedures:

1. The Safety Director shall immediately be informed of the alleged imminent danger situation and he/she shall immediately ascertain whether there is a reasonable basis for the allegation.
 2. If the alleged imminent danger situation is determined to have merit by the Safety Director, he/she shall make or cause to be made an immediate inspection of the alleged imminent danger location.
 3. As soon as it is concluded from such inspection that conditions or practices exist which constitutes an imminent danger, the Safety Director or Compliance Inspector shall attempt to have the danger corrected. All employees at the location shall be informed of the danger and the supervisor or person in charge of the worksite shall be requested to remove employees from the area, if deemed necessary.
 4. The administrative or operational head of the workplace in which the imminent danger exists, or his/her authorized representative, shall be responsible for determining the manner in which the imminent danger situation will be abated. This shall be done in cooperation with the Safety Director or Compliance Inspector and to the mutual satisfaction of all parties involved.
 5. The imminent danger shall be deemed abated if:
 - i. The imminence of the danger has been eliminated by removal of employees from the area of danger.
 - ii. Conditions or practices which resulted in the imminent danger have been eliminated or corrected to the point where an unsafe condition or practice no longer exists.
 6. A written report shall be made by or to the Safety Director describing in detail the imminent danger and its abatement. This report will be maintained by the Safety Director in accordance with subsection (i) of Section XI of this plan.
- b. Refusal to Abate.
1. Any refusal to abate an imminent danger situation shall be reported to the Safety Director and Chief Executive Officer immediately.
 2. The Safety Director and/or Chief Executive Officer shall take whatever action may be necessary to achieve abatement.

XIII. ABATEMENT ORDERS AND HEARINGS

- a. Whenever, as a result of an inspection or investigation, the Safety Director or Compliance Inspector(s) finds that a worksite is not in compliance with the standards, rules or regulations pursuant to this plan and is unable to negotiate abatement with the administrative or operational head of the worksite within a reasonable period of time, the Safety Director shall:
 1. Issue an abatement order to the head of the worksite.
 2. Post or cause to be posted, a copy of the abatement order at or near each location referred to in the abatement order.
- b. Abatement orders shall contain the following information:

1. The standard, rule, or regulation which was found to violated.
 2. A description of the nature and location of the violation.
 3. A description of what is required to abate or correct the violation.
 4. A reasonable period of time during which the violation must be abated or corrected.
- c. At any time within ten (10) days after receipt of an abatement order, anyone affected by the order may advise the Safety Director in writing of any objections to the terms and conditions of the order. Upon receipt of such objections, the Safety Director shall act promptly to hold a hearing with all interested and/or responsible parties in an effort to resolve any objections. Following such hearing, the Safety Director shall, within three (3) working days, issue an abatement order and such subsequent order shall be binding on all parties and shall be final.

XIV. PENALTIES

- a. No civil or criminal penalties shall be issued against any official, employee, or any other person for failure to comply with safety and health standards or any rules or regulations issued pursuant to this Program Plan.
- b. Any employee, regardless of status, who willfully and/or repeatedly violates, or causes to be violated, any safety and health standard, rule, or regulation or any abatement order shall be subject to disciplinary action by the appointing authority. It shall be the duty of the appointing authority to administer discipline by taking action in one of the following ways as appropriate and warranted:
1. Oral reprimand.
 2. Written reprimand.
 3. Suspension for three (3) or more working days.
 4. Termination of employment.

XV. CONFIDENTIALITY OF PRIVILEGED INFORMATION

All information obtained by or reported to the Safety Director pursuant to this plan of operation or the legislation (resolution, or executive order) enabling this Occupational Safety and Health Program Plan which contains or might reveal information which is otherwise privileged shall be considered confidential. Such information may be disclosed to other officials or employees concerned with carrying out this Program Plan or when relevant in any proceeding under this Program Plan. Such information may also be disclosed to the Commissioner of Labor and Workforce Development or their authorized representatives in carrying out their duties under the Tennessee Occupational Safety and Health Act of 1972.

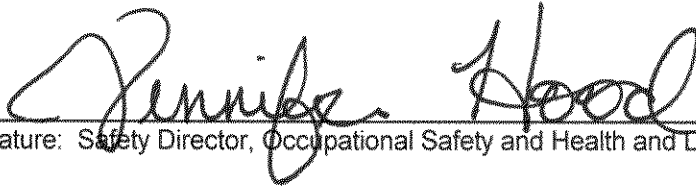
XVI. DISCRIMINATION INVESTIGATIONS AND SANCTIONS

The Rule of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, DISCRIMINATION AGAINST EMPLOYEES EXERCISING RIGHTS UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1972 0800-01-08, as authorized by T.C.A., Title 50. The agency agrees that any employee who believes they have been discriminated against or discharged in violation of Tenn. Code Ann § 50-3-409 can file a complaint with their agency/safety Safety Director within 30 days, after the alleged discrimination occurred. Also, the agency agrees the employee has a right to file their complaint with the Commissioner of Labor and Workforce Development within the same 30 day period. The Commissioner of Labor and Workforce Development may investigate such complaints, make recommendations, and/or issue a written notification of a

violation.

XVII. COMPLIANCE WITH OTHER LAWS NOT EXCUSED

- a. Compliance with any other law, statute, resolution, or executive order, which regulates safety and health in employment and places of employment, shall not excuse the employer, the employee, or any other person from compliance with the provisions of this Program Plan.
- b. Compliance with any provisions of this Program Plan or any standard, rule, regulation, or order issued pursuant to this Program Plan shall not excuse the employer, the employee, or any other person from compliance with the law, statute, resolution, or executive order, as applicable, regulating and promoting safety and health unless such law, statute, resolution, or executive order, as applicable, is specifically repealed.

A handwritten signature in cursive script, reading "Jennifer Hood", is written over a horizontal line.

Signature: Safety Director, Occupational Safety and Health and Date

APPENDIX – II NOTICE TO ALL EMPLOYEES

NOTICE TO ALL EMPLOYEES OF MONTGOMERY COUNTY GOVERNMENT

The Tennessee Occupational Safety and Health Act of 1972 provide job safety and health protection for Tennessee workers through the promotion of safe and healthful working conditions. Under a plan reviewed by the Tennessee Department of Labor and Workforce Development, this government, as an employer, is responsible for administering the Act to its employees. Safety and health standards are the same as State standards and jobsite inspections will be conducted to insure compliance with the Act.

Employees shall be furnished conditions of employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious injury or harm to employees.

Each employee shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Program Plan which are applicable to his or her own actions and conduct.

Each employee shall be notified by the placing upon bulletin boards or other places of common passage of any application for a temporary variance from any standard or regulation.

Each employee shall be given the opportunity to participate in any hearing which concerns an application for a variance from a standard.

Any employee who may be adversely affected by a standard or variance issued pursuant to this Program Plan may file a petition with the Safety Director or **COUNTY MAYOR**.


Any employee who has been exposed or is being exposed to toxic materials or harmful physical agents in concentrations or at levels in excess of that provided for by an applicable standard shall be notified by the employer and informed of such exposure and corrective action being taken.

Subject to regulations issued pursuant to this Program Plan, any employee or authorized representative(s) of employees shall be given the right to request an inspection.

No employee shall be discharged or discriminated against because such employee has filed any complaint or instituted or caused to be instituted any proceedings or inspection under, or relating to, this Program Plan.

Any employee who believes he or she has been discriminated against or discharged in violation of these sections may, within thirty (30) days after such violation occurs, have an opportunity to appear in a hearing before the **LOSS CONTROL COMMITTEE** for assistance in obtaining relief or to file a complaint with the Commissioner of Labor and Workforce Development alleging such discrimination.

A copy of the Occupational Safety and Health Program Plan for the Employees of **MONTGOMERY COUNTY GOVERNMENT** is available for inspection by any employee at **HUMAN RESOURCES, 1 MILLENNIUM PLAZA, SUITE 111** during regular office hours.

 3/10/14
Signature: (County) MAYOR AND DATE

APPENDIX - III PROGRAM PLAN BUDGET

STATEMENT OF FINANCIAL RESOURCE AVAILABILITY

Be assured that **MONTGOMERY COUNTY GOVERNMENT** has sufficient financial resources available or will make sufficient financial resources available as may be required in order to administer and staff its Occupational Safety and Health Program Plan and to comply with standards.

APPENDIX – IV ACCIDENT REPORTING PROCEDURES

(1-15) Employees shall report all accidents, injuries, or illnesses directly to the Safety Director as soon as possible, but not later than twenty-four (24) hours after the occurrence. Such reports may be verbal or in writing. All fatalities or accidents involving the hospitalization of three (3) or more employees shall be reported to the Safety Director and/or record keeper immediately, either by telephone or verbally, and will be followed by a written report within four (4) hours after their occurrence. The Safety Director will insure completion of required reports and records in accordance with Section VIII of the basic plan.

(16-50) Employees shall report all accidents, injuries, or illnesses to their supervisor as soon as possible, but not later than two (2) hours after the occurrence. All fatalities or accidents involving the hospitalization of three (3) or more employees shall be reported to the Safety Director and/or record keeper immediately, either by telephone or verbally, and will be followed by a written report within four (4) hours after their occurrence. The supervisor will investigate the accident or illness, complete an accident report, and forward the accident report to the Safety Director and/or record keeper within twenty-four (24) hours of the time the accident or injury occurred or the time of the first report of the illness.

(51-250) Employees shall report all accidents, injuries, or illnesses to their supervisors as soon as possible, but not later than two (2) hours after the occurrence. The supervisor will provide the Safety Director and/or record keeper with the name of the injured or ill employee and a brief description of the accident or illness by telephone as soon as possible, but not later than four (4) hours, after the accident or injury occurred or the time of the first report of the illness. All fatalities or accidents involving the hospitalization of three (3) or more employees shall be reported to the Safety Director and/or record keeper immediately, either by telephone or verbally, and will be followed by a written report within four (4) hours after their occurrence. The supervisor will then make a thorough investigation of the accident or illness (with the assistance of the Safety Director or Compliance Inspector, if necessary) and will complete a written report on the accident or illness and forward it to the Safety Director within seventy-two (72) hours after the accident, injury, or first report of illness and will provide one (1) copy of the written report to the recordkeeper.

(251-Plus) Employees shall report all accidents, injuries, or illnesses to their supervisors as soon as possible, but not later than two (2) hours after their occurrence. The supervisor will provide the administrative head of the department with a verbal or telephone report of the accident as soon as possible, but not later than four (4) hours, after the accident. If the accident involves loss of consciousness, a fatality, broken bones, severed body member, or third degree burns, the Safety Director will be notified by telephone immediately and will be given the name of the injured, a description of the injury, and a brief description of how the accident occurred. The supervisor or the administrative head of the accident within seventy-two (72) hours after the accident occurred (four (4) hours in the event of accidents involving a fatality or the hospitalization of three (3) or more employees).

Since Workers Compensation Form 6A or OSHA NO. 301 Form must be completed; all reports submitted in writing to the person responsible for recordkeeping shall include the following information as a minimum:

1. Accident location, if different from employer's mailing address and state whether accident occurred on premises owned or operated by employer.

2. Name, social security number, home address, age, sex, and occupation (regular job title) of injured or ill employee.
3. Title of the department or division in which the injured or ill employee is normally employed.
4. Specific description of what the employee was doing when injured.
5. Specific description of how the accident occurred.
6. A description of the injury or illness in detail and the part of the body affected.
7. Name of the object or substance which directly injured the employee.
8. Date and time of injury or diagnosis of illness.
9. Name and address of physician, if applicable.
10. If employee was hospitalized, name and address of hospital.
11. Date of report.

NOTE: A procedure such as one of those listed above or similar information is necessary to satisfy Item Number 4 listed under PROGRAM PLAN in Section V. ADMINISTRATION, Part b of the Tennessee Occupational Safety and Health Plan. This information may be submitted in flow chart form instead of in narrative form if desired. These procedures may be modified in any way to fit local situations as they have been prepared as a guide only.

The four (4) procedures listed above are based upon the size of the work force and relative complexity of the organization. The approximate size of the organization for which each procedure is suggested is indicated in parenthesis in the left hand margin at the beginning, i.e., (1-15), (16-50), (51-250), and (251 Plus), and the figures relate to the total number of employees including the Chief Executive Officer but excluding the governing body (County Court, City Council, Board of Directors, etc.).

Generally, the more simple an accident reporting procedure is, the more effective it is. Please select the one procedure listed above, or prepare a similar procedure or flow chart, which most nearly fits what will be the most effective for your local situation. Note also that the specific information listed for written reports applies to all three of the procedures listed for those organizations with sixteen (16) or more employees.

14-3-5

On Motion to Amend by Commissioner Gannon, seconded by Commissioner Genis, to Amend *page 9, section b, number 4*, by changing "He" to "He/She"; *page 11, section IX, first paragraph*, by changing "he" to "he/she" and *page 11, section IX, subcategory A*, by changing "/her" to "his/her". The foregoing Amendment was Adopted by the following roll call vote:

Jerry Allbert	Y	John M. Gannon	Y	Robert Nichols	Y
Ed Baggett	Y	John M. Genis	Y	Keith Politi	Y
Mark Banasiak	Y	Robert Gibbs	Y	Mark Riggins	Y
Martha Brockman	Y	Dalton Harrison	Y	Nick Robards	Y
Loretta Bryant	Y	Charles Keene	Y	Larry Rocconi	Y
Joe L. Creek	Y	Lettie Kendall	Y	Ron J. Sokol	Y
Glen Demorest	Y	Robert Lewis	Y	Tommy Vallejos	Y

Ayes - 21 Abstentions - 0 Noes - 0

ABSENT: None

The foregoing Amended Resolution was Adopted by the following roll call vote:

Jerry Allbert	Y	John M. Gannon	Y	Robert Nichols	Y
Ed Baggett	Y	John M. Genis	Y	Keith Politi	Y
Mark Banasiak	Y	Robert Gibbs	Y	Mark Riggins	Y
Martha Brockman	Y	Dalton Harrison	Y	Nick Robards	Y
Loretta Bryant	Y	Charles Keene	Y	Larry Rocconi	Y
Joe L. Creek	Y	Lettie Kendall	Y	Ron J. Sokol	Y
Glen Demorest	Y	Robert Lewis	Y	Tommy Vallejos	Y

Ayes - 21 Abstentions - 0 Noes - 0

ABSENT: None

On Motion to Adopt by Commissioner Sokol, seconded by

Commissioner Albert, the Motion to Suspend Rules was Approved by the following roll call vote:

Jerry Albert	Y	John M. Gannon	Y	Robert Nichols	Y
Ed Baggett	Y	John M. Genis	Y	Keith Politi	Y
Mark Banasiak	Y	Robert Gibbs	Y	Mark Riggins	Y
Martha Brockman	Y	Dalton Harrison	Y	Nick Robards	Y
Loretta Bryant	Y	Charles Keene	Y	Larry Rocconi	Y
Joe L. Creek	Y	Lettie Kendall	Y	Ron J. Sokol	Y
Glen Demorest	Y	Robert Lewis	Y	Tommy Vallejos	Y

Ayes - 21 Abstentions - 0 Noes - 0

ABSENT: None

**RESOLUTION TO ENCOURAGE AND SUPPORT AN ACT BY THE TENNESSEE GENERAL ASSEMBLY FOR THE
HONORARY NAMING OF THE US 41A BYPASS, ALSO KNOWN AS ASHLAND CITY ROAD, TO THE DAVID
'BUBBA' JOHNSON MEMORIAL HIGHWAY**

WHEREAS, from time to time, members of the Tennessee General Assembly have seen fit to name certain highways to honor those exemplary public servants who, during their lifetimes, contributed to the safety, security, and quality of life of their respective communities; and

WHEREAS, no public servant is more deserving of this honor than David 'Bubba' Johnson, who served his native Montgomery County with dignity and distinction as a Montgomery County Emergency Medical Technician, a Clarksville Police Department Patrol Officer, and a Montgomery County Sheriff's Deputy; and

WHEREAS, his tenacious and steadfast efforts to reduce the impaired operation of motor vehicles resulting in hundreds of drug and alcohol convictions that have been recognized by the Governor's Highway Safety Office and Mothers Against Drunk Driving; and

WHEREAS, Deputy David 'Bubba' Johnson was performing these duties when his life was taken from his family, coworkers, and community on Sunday, January 12, 2014, on the very roadway that he faithfully worked as a law enforcement officer and an EMT for 31 years; and

WHEREAS, the Montgomery County Legislative Body finds it fitting to honor a man of high ethical integrity, and the caliber of person that served his family and community in a manner that all would do well to emulate; and

WHEREAS, it is most appropriate that the US 41A Bypass, also known as Ashland City Road be named to honor his memory and to permanently commemorate his sacrifice.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners, assembled in regular business session this 10th day of March, 2014, that:

SECTION 1. This legislative body encourages the Tennessee General Assembly to pass an act that designates US 41A Bypass from the intersection of US 41A to the intersection of State Route 48 as the "David 'Bubba' Johnson Memorial Highway;" and

SECTION 2. The erection of suitable signs or to affix suitable markers designating US 41A Bypass as the "David 'Bubba' Johnson Memorial Highway" shall be within the guidelines prescribed by the Manual on Uniform Traffic Control Devices and work performed by the Tennessee Department of Transportation; and

SECTION 3. The naming of the "David 'Bubba' Johnson Memorial Highway" will be for honorary purposes only and should not be construed as requiring the alteration of any address, or the system for assigning addresses, in the county, city, or any other governmental entity affected; and

SECTION 4. This resolution shall take effect upon its passage and approval, the public welfare requiring it.

Duly passed and approved this 10th day of March, 2014.



Attest Kelli A. Jackson
County Clerk

Sponsor Sheriff John Inman
Commissioner Joe Creek
Approved Carolyn Beeners
County Mayor

14-3-6

On Motion to Adopt by Commissioner Sokol, seconded by
Commissioner Bryant, the foregoing Resolution was Adopted by the
following roll call vote:

Jerry Allbert	Y	John M. Gannon	Y	Robert Nichols	Y
Ed Baggett	Y	John M. Genis	Y	Keith Politi	Y
Mark Banasiak	Y	Robert Gibbs	Y	Mark Riggins	Y
Martha Brockman	Y	Dalton Harrison	Y	Nick Robards	Y
Loretta Bryant	Y	Charles Keene	Y	Larry Rocconi	Y
Joe L. Creek	Y	Lettie Kendall	Y	Ron J. Sokol	Y
Glen Demorest	Y	Robert Lewis	Y	Tommy Vallejos	Y

Ayes - 21 Abstentions - 0 Noes - 0

ABSENT: None

**RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF COMMISSIONERS
APPROVING A SITE LOCATION AND DEVELOPMENT AGREEMENT BETWEEN
THE STATE OF TENNESSEE; THE INDUSTRIAL DEVELOPMENT BOARD OF THE
COUNTY OF MONTGOMERY, TENNESSEE; MONTGOMERY COUNTY,
TENNESSEE; THE CITY OF CLARKSVILLE, TENNESSEE; AND A MAJOR
MANUFACTURING COMPANY, TO ESTABLISH A MANUFACTURING
FACILITY IN THE CLARKSVILLE-MONTGOMERY COUNTY
CORPORATE BUSINESS PARK**

WHEREAS, this Board of County Commissioners deems job opportunity and the promotion of economic growth to be in the best interest of the citizens of Montgomery County; and

WHEREAS, a major manufacturing facility has indicated its desire to locate within the Clarksville-Montgomery County Corporate Business Park and has proposed a Site Location and Development Agreement which is attached hereto as "Exhibit" A and incorporated by reference; and

WHEREAS, this Board of County Commissioners finds it is in the best interest of the citizens of Montgomery County, that Montgomery County Government enter into this Site Location and Development Agreement with the State of Tennessee, the City of Clarksville, the Industrial Development Board of Montgomery County, TN and a major manufacturing company to create economic opportunities.

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of Commissioners assembled in Regular Session on this 14th day of October, 2013, that the County Mayor is authorized to enter into and execute the Site Location and Development Agreement between the State of Tennessee, Montgomery County, Tennessee, the City of Clarksville, Tennessee, the Industrial Development Board of Montgomery County, Tennessee, and a major manufacturing facility which is attached as "Exhibit" A hereto and incorporated by reference.

Duly passed and approved this 14th day of October, 2013.



Sponsor

Michael J. Evans

Commissioner

Joe / Duke

Approved

Carolyn D. Owens
County Mayor

Attest

Kelli A. Jackson
County Clerk

SITE LOCATION AND DEVELOPMENT AGREEMENT

THIS SITE LOCATION AND DEVELOPMENT AGREEMENT (this "*Agreement*") is hereby made and entered into as of the 14th day of October, 2013 (the "*Effective Date*"), by and among **HANKOOK TIRE CO., LTD.** or its assignee (the "*Company*") and the **STATE OF TENNESSEE** (the "*State*"), **MONTGOMERY COUNTY, TENNESSEE** (the "*County*"), the **CITY OF CLARKSVILLE, TENNESSEE** (the "*City*") (the County and the City collectively, the "*Local Governments*") and **THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF MONTGOMERY** (the "*IDB*"). The Company, the State, the IDB and the Local Governments may from time to time be referred to individually as a "*Party*" and collectively as the "*Parties*."

WITNESSETH:

WHEREAS, the Company is engaged in the design, production and sale of motor vehicle tires; and

WHEREAS, the Company is contemplating the establishment of its first manufacturing facility in the United States and a warehouse and distribution facility (collectively the "*Project*"); and

WHEREAS, the Company's plans and intentions with respect to the Project require that it be constructed and start production in accordance with the Company's project schedule and that the Company's subsequent operations not be adversely impacted by undue delays or unanticipated costs associated with permitting requirements and/or site conditions; and

WHEREAS, the Company anticipates that the Project will employ approximately One Thousand Eight Hundred (1,800) full time employees or full time equivalents and will require a capital investment by, or on behalf of, the Company of approximately Eight Hundred Million Dollars (\$800,000,000); and

WHEREAS, the Company may, in the future, expand its operations in the State to include a regional or national headquarters, a research and development campus, proving grounds for the Company's products, and other facilities, each of which would result in the creation of additional jobs and the making of additional investment in the State; and

WHEREAS, the State and Local Governments enthusiastically support and encourage business and industrial development within the State and are desirous of having the Company establish the Project within the State; and

WHEREAS, the State and Local Governments enthusiastically support education and training as an element of business and economic development and as an integral component to the successful operation of the Project; and

WHEREAS, the Company has conducted a national search for a suitable location for the Project and has narrowed its search to one site in the State of Tennessee; and

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WHEREAS, subject to the terms and conditions hereof and acting in reliance upon the incentives and other terms and conditions of this Agreement, the Company intends to establish the Project within the State at the Clarksville-Montgomery County Corporate Business Park (the "*Park*") in the County, to be located on an approximately four hundred sixty-nine (469) acre site within the Park; and

WHEREAS, the State and the Local Governments have made specific proposals to the Company for the purpose of inducing the Company to establish the Project within the Park; and

WHEREAS, the Parties are desirous of setting forth the proposals and respective commitments of the State and Local Governments and the Company in a valid, binding and enforceable agreement, as more fully described herein, which shall, on the Effective Date, become legally binding obligations of the Parties.

NOW, THEREFORE, upon and in consideration of the respective promises and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I CAPITALIZED AND/OR ITALICIZED TERMS

Capitalized and/or italicized terms utilized herein shall have the meanings ascribed thereto in Article XII hereof, unless the meanings of such terms have been otherwise specified in a different context.

ARTICLE II DETERMINATIONS BY THE PARTIES

Section 2.1 **The Project Site.** The Company has identified several contiguous parcels of land consisting of approximately four hundred sixty-nine (469) acres at the Park (the "*Project Site*"), as more specifically described and shown in the ALTA survey of the Project Site attached as **Exhibit A**, as a suitable location for the Project.

Section 2.2 **The Project.** The Company will develop the Project on the Project Site. The Project will result in the creation of approximately Eighteen Hundred (1,800) Full-Time Jobs and the investment of approximately Eight Hundred Million Dollars (\$800,000,000) at the Project Site within ten (10) years of December 31, 2014 (the "*Project Start Date*"). In the event the "*Initial Site Preparation Work*" as defined and described in **Exhibit D** is not complete by August 31, 2014 due to no fault of the Company, the Project Start Date shall be extended on a day to day basis until the Initial Site Preparation Work is complete.

ARTICLE III DEVELOPMENT AND SUITABILITY OF THE PROJECT SITE

Section 3.1 **Availability of Site.** The IDB represents to the Company that the IDB holds good, valid, marketable and legal title (as described in paragraph (a) below) to each parcel included within the Project Site, which is a four hundred sixty-nine (469) acre, more or less, greenfield site located in the County, together with (i) all easements, mineral rights, oil

and gas rights, riparian or other water rights, interest, claims, appurtenances and all other rights in any way belonging to or appertaining thereto and inuring to the owners; (ii) all right, title and interest in and to all streets, alleys, and other public ways located within the boundaries of said real estate and inuring to the owners; and (iii) all improvements, fixtures, equipment and personal property attached or appurtenant to or located on the Project Site. Within sixty (60) days after the execution of the PILOT Agreements (as defined in Section 4.2), the Local Governments and the IDB shall cause the Project Site to be re-platted into one parcel, with all approvals and recording of such, at no cost to the Company.

(a) **Clear Title; Title Insurance.** The IDB has caused Old Republic National Title Insurance Company (the "**Title Company**") to deliver to the Company a commitment (attached hereto as **Exhibit B**) to issue a leasehold title insurance policy at execution of the PILOT Agreements, insuring that the Company's leasehold interest in the Project Site and its purchase option under the PILOT Agreements are free and clear of all liens, covenants, restrictions, utility, access, drainage and other easements in favor of third parties, any other servitudes, any tenancies and other rights of occupation or use thereof, or any other legal or factual impediments or hindrances to the Company's intended use of the Project Site ("**Encumbrances**") except those which are accepted by the Company in writing. At the execution of the PILOT Agreements, the IDB shall provide the Company with a leasehold policy, at no cost or expense to the Company, which policy shall insure the Company's leasehold interest in the Project Site in accordance with the requirements of this subsection (a) in an amount equal to the Company's good-faith estimate of the value of the Project Site, and the title commitment shall further provide the Company with an option, exercisable in its sole discretion, to purchase, at the Company's cost, additional title insurance coverage in an amount up to the difference between the Company's good-faith estimate of the value of the Project Site and the Company's good-faith estimate of the buildings and other improvements to be constructed thereon. The IDB covenants to the Company that the IDB currently holds good, valid, marketable and legal title to the Project Site, free and clear of all Encumbrances except those which are listed in **Exhibit B**.

(b) **Due Diligence Reports.** The Local Governments and the IDB represent that they have provided the Company with copies of all due diligence reports with respect to the Project Site which are in their possession. The Company shall be responsible for obtaining such additional due diligence reports as it shall determine to be necessary and appropriate to determine that the Project Site is satisfactory for its intended uses, and the Local Governments and the IDB shall assist and support the Company in obtaining any such additional due diligence reports.

Section 3.2 **Site Drawings.** Based upon information provided by the Company as to the facilities comprising the Project and the infrastructure needed to serve the Project and upon due diligence reports provided to date by the Local Governments, the IDB has prepared or has caused a third party to prepare the preliminary site drawings (the "**Site Drawings**") showing the proposed layout of the Project and related infrastructure improvements, including roads, rail, water, wastewater, natural gas and electricity, and the estimated cost and time required to complete such improvements. The Site Drawings are attached hereto as **Exhibit C**. The Local Governments represent that the estimates and projections set forth therein have been made in good faith based upon the preliminary information provided by the

Company. The parties acknowledge, however, that the estimates and projections set forth therein are preliminary only and subject to change as a result of changes in the scope of the Project, additional due diligence on the Project Site and as plans and specifications are developed for the infrastructure improvements described in the Site Drawings.

Section 3.3 Pad-ready Project Site and Project Infrastructure.

(a) The State agrees, subject to approval from the State Funding Board, to provide to the IDB a reimbursement-based grant of \$19,600,000 on or before November 15, 2013 to perform site preparation work necessary to provide the Company with a "pad-ready" Project Site with minimum dimensions of 800 meters by 1,000 meters, the pad site for the training center complex, all necessary rail and utility infrastructure and the additional site preparation work, all as is described in **Exhibit D** attached hereto (the "**Site Preparation Work**"). Subject to the appropriation of additional funds, the State further agrees to amend this grant to increase its value to \$35,000,000 on or before July 1, 2014. As set forth in **Exhibit D**, the Site Preparation Work shall include, without limitation, addressing and permanently correcting any karst formation issues, whether or not identified in the geotechnical report attached hereto as **Exhibit E**, that are necessary to deliver to the Company a "pad-ready" Project Site and all infrastructure for the Project. For the avoidance of doubt, costs of no more than \$35,000,000 may be reimbursed for the Site Preparation Work. While the Site Preparation Work includes site work to prepare the Project Site for two additional expansions of the Company's manufacturing operations, the Company does not commit to undertake those expansions at this time. All Site Preparation Work shall be performed in accordance with the Company's site plan specifications and project schedule by contractors acceptable to the Company. All construction agreements between such contractors and the IDB and the Local Governments shall be assignable, to the extent permitted by applicable law, to the Company upon the Company's written request and shall provide that the Company is an intended third party beneficiary of such agreements.

(b) In the event that the costs for Site Preparation Work provided under subsection (a) do not exceed Thirty-five Million Dollars (\$35,000,000), the State agrees to provide the remaining funds to the IDB or other eligible entity for the benefit of the Company, to further offset the costs of other capital improvements to the Project Site or other capital expenditures in connection with the Project as may be requested by the Company, subject to the requirements of the applicable grant programs.

Section 3.4 Utilities.

(a) **Water and Sewer Service.** The City, through the Clarksville Gas & Water Department ("**Clarksville Gas & Water**") will provide water and sewer service to the Project Site in accordance with the terms of the commitment letter attached hereto as **Exhibit F**. The City represents that the usage fees are the same as those charged to similarly situated companies for water and sewer service and shall be fixed unless otherwise modified by a generally applicable rate schedule adopted by Clarksville Gas & Water and effected on a basis that provides the Company with the same level of benefits accorded similarly situated users and that does not result in subsidization by the Company of any other class of users. The IDB has provided a utility services narrative, also included within **Exhibit F**, that identifies the

existing utility points of service and the infrastructure plan for water and sewer service for the Project.

(b) **Electrical Service.** Cumberland Electric Membership Corporation has provided the Company with a commitment letter confirming the availability of electrical service to the Project and the terms upon which it will provide electrical service to the Project, a copy of which is attached as **Exhibit G.**

(c) **Gas Service.** The City, through Clarksville Gas & Water, will provide natural gas to the Project Site in accordance with the terms of the commitment letter attached hereto as **Exhibit F.** The City represents that the usage fees are the same as those charged to similarly situated companies for gas service and shall be fixed unless otherwise modified by a generally applicable rate schedule adopted by Clarksville Gas & Water and effected on a basis that provides the Company with the same level of benefits accorded similarly situated users and that does not result in subsidization by the Company of any other class of users. The IDB has provided a utility services narrative, also included within **Exhibit F,** that identifies the existing utility points of service and the infrastructure plan for gas service for the Project.

(d) **Broadband Service.** Multiple service providers are available to provide broadband telecommunications service to the Project as outlined in the letters attached hereto as **Exhibit H.**

(e) **Nature of Utilities.** The Local Governments and the IDB shall use every reasonable effort to ensure that all utilities will be available at a centralized location on the Project Site as shown on the Site Drawings, when needed by the Company and to further ensure that the utilities will be sufficient for the intended use of the Project by the Company as specified herein. The Local Governments will use every reasonable effort to cause all suppliers of utilities to comply with their commitments to the Company.

(f) **Rail Service.** As noted on the commitment letter attached as **Exhibit I,** R.J. Corman Railroad Group and CSX have committed to provide rail services to the Project Site subject to the negotiation and execution of a rail services agreement to be entered into between the Company and R.J. Corman Railroad Group.

Section 3.5 Road Improvements. The State, through its Department of Transportation, will provide the road improvements and permitting assistance and shall conduct a study on the feasibility of a new I-24 interchange near the Project Site as described in the September 11, 2013 letter from Paul D. Degges, P.E., Deputy Commissioner and Chief Engineer to the Company attached as **Exhibit J** in accordance with the timelines set forth in that letter.

Section 3.6 Law Enforcement, Fire Protection and Emergency Services.

(a) The City and the County covenant to the Company that at all times the Project Site shall receive such law enforcement services at levels which are at least comparable to those presently in place at or in proximity to the Project Site, and the requirements of this subsection (a) shall survive expiration of this Agreement.

(b) The City agrees to maintain, equip and staff a fire station with an ISO, Class 3 rating with adequate manpower and equipment capable of responding to the Project Site in less than five (5) minutes of receiving a call for its services twenty-four (24) hours a day, three hundred sixty-five (365) days a year, and the obligation of this sentence shall survive expiration of this Agreement. The City and County agree to construct an additional fire and emergency management services facility within the Park on or before January 1, 2016 that meets the specifications set forth in **Exhibit K** and to continuously operate such facility for so long as the Company operates the Project pursuant to this Agreement.

Section 3.7 **No Operating Time Restrictions.** The State represents, warrants and covenants that, as of the Effective Date, there are no laws, rules or regulations of the State governing noise levels and/or time of operation that would preclude or restrict both construction activity and future operation of the Project on the Project Site on a twenty-four (24) hours a day, seven (7) days a week basis. The County represents, warrants and covenants that, as of the Effective Date, there are no laws, rules or regulations of the County governing noise levels and/or time of operation that would preclude or restrict both construction activity and future operation of the Project on the Project Site on a twenty-four (24) hours a day, seven (7) days a week basis.

Section 3.8 **Easements and Variances.** The IDB and the Local Governments agree to, on or before November 15, 2013 obtain a variance of the height requirements applicable to the Project Site to permit a one hundred forty (140) foot building height on the Project Site, as more specifically shown in the Site Drawings. Upon the request of the Company, the Local Governments will use every reasonable effort to obtain on behalf of, and without cost to the Company, any easements or waivers or additional variances with respect to the restrictive covenants, zoning laws or regulations affecting the Project Site, which the Company, upon the advice of its counsel or its contractor, may deem necessary for the optimal placement of improvements on the Project Site and operation of the Project as contemplated by this Agreement.

Section 3.9 **Zoning/Land Use.** The Local Governments represent that the Project Site is zoned M-2 and that the Project is a permitted use under this zoning classification. The Local Governments represent that, except for the Montgomery County zoning ordinance and the Declaration of Covenants, Conditions and Restrictions for the Park, as amended, attached hereto as **Exhibit L**, no other local zoning, covenants, land use or site development requirements exist or apply to the Project Site. The Local Governments represent that none of the existing local zoning, covenants, land use or site development requirements will restrict or delay the Company's development and use of the Project Site as proposed, and that they have no reason to believe the Company's development and use of the Project Site as proposed will be restricted or delayed by any future change in law.

Section 3.10 **Permitting Assistance.**

(a) The State, the IDB, and the Local Governments agree to use every reasonable effort to cooperate with and assist the Company and its consultants in its timely filing of all applications deemed necessary by the Company for obtaining, modifying, transferring, and/or renewing all applicable Permits with the federal government, the State, the Local Governments

and all applicable agencies of the same; such cooperation and assistance to include, when applicable, facilitating the timely consideration, processing, and issuance of all Permits required in connection with the establishment and subsequent operation of the Project. Such Permits shall include, but are not necessarily limited to, site plan approvals, construction and building permits, approvals for the abandonment and creation of all rights-of-way acquisitions and easements, and the Permits discussed in Article IX of this Agreement, all to be processed on an expedited basis, where possible, in order to permit construction of the Project to proceed in accordance with the schedule for the Project; and

(b) The State, the IDB, and the Local Governments agree to use every reasonable effort to assist the Company with obtaining all federal, state, and local permits in an expeditious manner.

(c) To the extent legally permissible, each of the Local Governments shall make every reasonable effort to waive or reduce all of its respective administrative, licensing and permitting fees or charges (other than fees associated with the PILOT Agreement) otherwise payable by the Company in connection with its compliance with all applicable Laws from the date hereof through the completion of construction of the Project. In the event that a governing body of an agency of the State or the Local Governments is required to approve a waiver or variance of these fees, the State and Local Governments shall make every reasonable effort to secure such approvals.

Section 3.11 No Development Fees or Similar Charges. The Local Governments represent to the Company that there are no assessments, impact fees or similar charges imposed in connection with construction of the Project or the infrastructure by the Local Governments, except for administrative fees for building permits. In addition, the Local Government represents to the Company that there are no other operating fees imposed by the Local Governments in connection with the Company's conduct of business at the Project.

Section 3.12 Real Estate Brokerage Fees. The Local Governments represent, warrant and covenant to the Company that no brokerage or agency fees are or will be due in connection with the transfer of the Project Site or any property rights associated therewith to the Company, whether following expiration of the PILOT Agreements or otherwise.

Section 3.13 No Greenbelt Rollback Assessment. The Local Governments represent, warrant and covenant to the Company that the Project Site is not and will not be subject to the assessment of greenbelt rollback taxes upon the development of the Project as contemplated in this Agreement or the Company's acquisition of fee simple title to the Project site pursuant to the PILOT Agreements or otherwise. In the event any greenbelt rollback taxes are assessed on the Project Site either upon development pursuant hereto, at any time during the term of the PILOT Agreements, or upon the Company's acquisition of fee title to the Project Site, or otherwise, the Local Governments shall pay or save the Company harmless from any such taxes, either directly or through one or more grants to the IDB.

ARTICLE IV
ADDITIONAL LOCAL GOVERNMENT INCENTIVES

Section 4.1 Transfer of Interest in Project Site to Company. The Local Governments agree to provide the Company with an unrestricted lease of the Project Site coupled with an unrestricted purchase option for the Company to acquire the Project Site at nominal consideration pursuant to the PILOT Agreements in accordance with the terms and conditions of this Agreement and the Site Drawings. The Local Governments agree that the fair market value of the Project Site shall initially be set at \$13,633,059 and subject to reassessment every five (5) years during the term of the PILOT Agreements.

Section 4.2 Property Tax Incentives. The Local Governments, through the IDB, agree to provide an abatement of real and personal property taxes to the Company for the Project under that certain Agreement for Payments in Lieu of Ad Valorem Taxes and Lease Agreement (together, the "**PILOT Agreements**") attached hereto as **Exhibit M**. The PILOT Agreements shall provide for a 20-year PILOT (as defined in the Agreement for Payments in Lieu of Ad Valorem Taxes) plus a full abatement during the site preparation and construction of each Phase (as defined in the Agreement for Payments in Lieu of Ad Valorem Taxes) of the Project and a full abatement of City taxes in the event the City subsequently annexes the Project Site during the term of the PILOT Agreements. The benefits under the PILOT Agreements shall be subject to adjustment if the Company does not maintain at least 1,440 Full-Time Jobs at the Project during the five year period beginning on the Start Date (as defined in Section 5.4(a)), or does not invest at least Six Hundred Forty Million Dollars (\$640,000,000) in connection with the Project on or before the Phase II Completion Date (as defined in the Agreement for Payments in Lieu of Ad Valorem Taxes).

Section 4.3 Put Option. At any time on or before ten (10) years of the completion of the Site Preparation Work, the Company shall have the option to require the Local Governments to purchase or acquire the Company's interests in such portion of the Project Site as the Company determines is no longer needed for the future development of the Project on the Project Site (the "**Put Option Property**"). Only unimproved land with a minimum of 400 feet of frontage along International Boulevard may be deemed Put Option Property. The purchase price for the Put Option Property or the consideration for the acquisition of the Put Option Property shall be based upon the total amount of any taxes that the Company has paid to the Local Governments with respect to the Put Option Property, including In Lieu of Tax Payments (as defined in the Agreement for Payments in Lieu of Ad Valorem Taxes) and the total amount of ad valorem tax payments that the Company has paid to the Local Governments with respect to the Put Option Property since the Effective Date. The closing of the Local Governments' acquisition of the Put Option Property shall occur within ninety (90) days of the Company's exercise of the option provided under this Section 4.3. At closing, the Company shall either release its interest in the Put Option Property under the PILOT Agreements (if the PILOT Agreements are still in full force and effect) or convey fee simple title to the Put Option Property to the Local Governments subject only to the Encumbrances listed in **Exhibit B**.

Section 4.4 Further Assistance with Tax and Other Incentives. The Local Governments hereby covenant and agree to utilize every reasonable effort to make available to

the Company, and advise and assist the Company in obtaining, any and all tax abatements, or other incentives of any type or nature whatsoever for which the Company is or becomes eligible (whether or not specifically described in this Agreement) pursuant to the terms and conditions of the relevant law, rule or regulation authorizing the same, and the Local Governments agree to provide reasonable assistance and cooperation as may be requested from time to time by the Company in order for the Company to so qualify.

ARTICLE V ADDITIONAL STATE INCENTIVES

Section 5.1 State Tax Incentive Agreement. Prior to or contemporaneously with the execution of this Agreement, the State through its Department of Revenue and the Company shall execute a separate agreement (in form and substance acceptable to the Company) containing specific terms and conditions of the tax incentives to be provided by the State to the Company as part of the inducement to locate the Project within the State.

Section 5.2 Other State Grants.

(a) **Appropriation.** The Governor of the State agrees to do all things and take all actions necessary to request and secure an appropriation from the Tennessee General Assembly to fund all grants provided in this Section 5.2 on or before July 1, 2014.

(b) **Training Center Complex and Other Capital Improvements.**

(i) Subject to Section 5.2(a), the State agrees to provide the IDB with a reimbursement-based grant (the "Training Center Grant") for the sum of up to Fifteen Million Dollars (\$15,000,000) to offset the costs associated with the acquisition of real estate and/or the construction of a training center complex and related facilities for the Company on or near the Project Site and the costs of any equipment and other furnishings used in connection with the training center complex approved by the State and Company. The training center complex will be constructed by the IDB or by contractors on behalf of the IDB on the Project Site in accordance with the requirements and standards of the Company, in general accordance with but not limited to the specifications provided in **Exhibit N**. For the avoidance of doubt, costs of no more than \$15,000,000 may be reimbursed for the work described in **Exhibit N**.

(ii) In lieu of the training center complex and the Training Center Grant, the Company may, at its own discretion, elect to enter into an agreement with the State and the Tennessee Board of Regents (or other state governmental entity) to collaborate to develop a collaborative training center complex owned and operated by the Tennessee Board of Regents (or such other state governmental entity) that will be available to the Company for its training needs. The terms and conditions for the design and operation of the collaborative training center complex will be discussed and agreed upon by such parties.

(c) In the event that the Company elects to proceed with a training center complex pursuant to subsection (b)(i), above, and the costs of the training center complex (including the related equipment and furnishings) do not exceed Fifteen Million Dollars (\$15,000,000), the

State agrees to provide the remaining funds to the IDB or other eligible entity for the benefit of the Company, to further offset the costs of other capital improvements to the Project Site or other capital expenditures in connection with the Project as may be requested by the Company, subject to the requirements of the applicable grant programs.

(d) **Job Training Assistance.** Subject to approval of the State Funding Board and subject to Section 5.2(a), the State, through the Department of Economic & Community Development, agrees to commit Sixteen Million Dollars (\$16,000,000) to provide job training assistance to the Company. The State shall, at the Company's election provide training assistance under (i) the FastTrack Job Training Assistance Program, which provides reimbursement for Qualified Training Costs or (ii) the FastTrack Job Based Training Reimbursement Program, which is described in **Exhibit O**. The total amount of job training assistance per Full-Time Employee Production Position shall not exceed Ten Thousand Dollars (\$10,000). The amount of job training assistance per Full-Time Contract Job Production Position shall not exceed Three Thousand Dollars (\$3,000). For the avoidance of doubt, job training assistance shall not exceed \$16,000,000.

(e) **Employee Recruitment and Screening.** Subject to Section 5.2(a), the State agrees to provide a business development grant in the amount of Five Million Dollars (\$5,000,000) to fund efforts of the Department of Labor and Workforce Development to provide or to cause one or more third party consultants or other contractors approved by the Company to provide Applicant Recruitment and Screening Services in accordance with specifications provided by the Company.

(f) **Community Involvement Grant.** Subject to Section 5.2(a), the State agrees to provide funds to one or more educational or community service institutions in the amount of One Million Dollars (\$1,000,000) to fund the costs to establish and operate a "Saturday School" according to the specifications provided by the Company for the education of children of Korean employees and for English or cultural education for family members of employees of the Company.

Section 5.3 **Further Assistance with Tax and Other Incentives.** The State hereby agrees to utilize every reasonable effort to advise and assist the Company in applying for and obtaining any and all tax and other incentives of any type or nature whatsoever that are provided by the State and its agencies and are related to the Project for which the Company is or becomes eligible (whether or not specifically described in this Agreement) pursuant to the terms and conditions of the relevant law, rule or regulation authorizing the same, and the State agrees to provide reasonable assistance and cooperation as may be requested from time to time by the Company in order for the Company to so qualify.

Section 5.4 **Accountability Requirements.**

(a) As consideration for the grants provided pursuant to Sections 3.3(a) and 5.2(b) in the amounts actually received by the IDB for the benefit of the Company (the "**Covered Grants**"), the Company shall maintain an average of at least 1,800 Full-Time Jobs in connection with the Project for a five year period (the "**Five Year Period**") beginning on the earlier of the date that is ten (10) years from the Project Start Date or on the date upon which

the Company notifies the State that the Project has achieved full production and is expected to continue to remain operating at full production capacity indefinitely (the "**Full Production Date**"). The date that is the earlier of the date that is ten (10) years from the Project Start Date or the Full Production Date shall be referred to as the "**Start Date**". The average number of Full-Time Jobs shall be calculated by taking the sum of the Full-Time Jobs as of the first, second, third, fourth and fifth anniversary of the Start Date and dividing the sum by five (5). The Start Date and the Five Year Period shall be extended by the State due to an event of Force Majeure for so long as is necessary for the Company to have a five year employment period that is not impacted by the Force Majeure event or events. A Force Majeure event defers the end of the Five Year Period and does not begin another Five Year Period.

(b) The Company shall deliver a report (the "**Performance Report**") on or before the 60th day (or such later date as shall have been approved by the State) after the five (5) consecutive annual anniversaries of the Start Date occurring during the Five Year Period. Each such Performance Report will be substantially similar to **Exhibit P**. Each report will be signed by a duly authorized representative of the Company and will certify the number of Full-Time Jobs as of the anniversary applicable to such report. All reports shall be in a form reasonably satisfactory to the State and shall include appropriate back-up data for the Full-Time Jobs reported.

(c) If the average of Full-Time Jobs during the Five Year Period is equal to or greater than 1,440 (80% of 1,800 Full-Time Jobs), the Company shall be deemed to have complied with the requirements of subsection (a) above.

(d) In the event that the average of Full-Time Jobs during the Five Year Period is less than 1,440, then the State shall require the Company to repay a portion of the Covered Grants. The maximum repayment amount that the State shall require is calculated by (i) multiplying the amount of the Covered Grants by the quotient of the actual average of Full-Time Jobs maintained during the Five Year Period divided by 1,800, then (ii) subtracting the resulting number from the amount of Covered Grants, as illustrated by the following calculations:

Step 1: Covered Grants \times [the average of Full-Time Jobs during the Five Year Period / 1,800] = Adjusted Covered Grant

Step 2: Covered Grant – Adjusted Covered Grant = Maximum Repayment Amount

If the average of Full-Time Jobs during the Five Year Period equals or exceeds 1,440 Full-Time Jobs, then no repayment is required.

The actual repayment amount requested by the State shall be referred to as the "**Repayment Amount**."

(e) In the event the Company has failed to maintain at least 1,440 Full-Time Jobs as provided in subsection (d), the State shall deliver written notice (a "**Notification Letter**") to the IDB and the Company of such failure that will include a summary of the basis of the State's claim and shall include a demand that the Company pay the State the Repayment

Amount (in which case such Notification Letter shall include the State's determination of the Repayment Amount).

(f) No later than forty-five (45) days after the date of its receipt of a Notification Letter in which the State demands such repayment, the Company shall submit the Repayment Amount to the State. Any portion of the Repayment Amount that remains unpaid after the end of such forty-five (45) day period shall accrue interest from and after such period at the rate provided under T.C.A. §47-14-105 plus 200 basis points, and should the Company fail to remit the Repayment Amount to the State, the State shall have the right to seek any and all remedies available to it through its administrative processes or to seek remedies available at law or equity. Notwithstanding the foregoing, if the Company believes that the State has improperly demanded payment of the Repayment Amount (either in whole or in part), the Company shall have the right to remit the Repayment Amount demanded by the State pursuant to the State's Notification Letter under protest, in which case (i) the Company shall provide to the State a written explanation of the nature of the protest (the "**Protest Letter**"); (ii) the Repayment Amount paid by the Company shall not be subject to interest as described in this Section if paid within the forty-five (45) day period described above; and (iii) the Company shall not be deemed to have waived any rights or defenses with respect to the Repayment Amount (including, without limitation, any rights or defenses the Company may have under this Agreement); provided, however, that the Company shall not be entitled to file a claim against the State with respect to funds repaid pursuant to this Section after the first anniversary of the date on which the Company receives the Notification Letter pursuant to which the Company shall have repaid such funds. Further, any such claim against the State shall be made to the Tennessee Claims Commission in accordance with Title 9, Chapter 8 of the Tennessee Code Annotated and shall be limited to disputes relating to matters described in the Protest Letter.

(g) The Company shall maintain documentation regarding the reporting requirements of this Section for the latter of (i) three years following the end of the Five Year Period or (ii) one year after the resolution of any claim against the State filed pursuant to subsection (f). The documentation shall be subject to audit by the State or its duly appointed representative at any reasonable time and upon reasonable notice. In the event that any audit conducted pursuant to this subsection (g) reveals that the Company has inaccurately calculated or reported the number of Full-Time Jobs consistent with the intent of this Agreement, the State may adjust the number of Full-Time Jobs as reported by the Company to a number of Full-Time Jobs consistent with the intent of this Agreement and adjust the Repayment Amount accordingly.

(h) The remedies provided in this Section 5.4 shall be the State's sole remedy for a shortfall in the creation and maintenance of the Full-Time Jobs, and the Local Governments' sole remedy for such a shortfall shall be as set forth in the PILOT Agreements.

ARTICLE VI ENCOURAGING FURTHER EXPANSION OF THE PROJECT

Section 6.1 Additional Inducements and Incentives for Expansion. The incentives provided to the Company pursuant to this Agreement in connection with the Project

shall not restrict or limit any inducements or incentives to which the Company may become entitled or receive in connection with any proposal to make an additional significant investment, expansion or creation of jobs. The State and Local Governments agree to enter into good faith negotiations to provide such additional inducements and incentives to the Company as may be warranted at such time as the Company commits to make such significant additional investment, expansion or creation of additional jobs. The State and Local Governments acknowledge that the Company may seek to negotiate incentives for an expansion of the Project prior to the completion of the Project as described in Section 2.2.

Section 6.2 **Suppliers.** The State and Local Governments recognize and acknowledge that (i) the Company may enter into agreements with suppliers to provide the Company with local-content products and services, and (ii) certain of such suppliers may construct facilities upon parcels of land on and in reasonable proximity to the Project Site or within the State for the purpose of providing such products and services to the Company. To the extent a supplier qualifies under the applicable Tax and other State Laws, the State and Local Governments will negotiate in good-faith with each supplier the availability of:

- (a) credits for capital investments against State franchise and/or excise Tax;
- (b) statutory Tax-based incentives; and
- (c) discretionary infrastructure and training incentives.

It is expressly acknowledged by the State and Local Governments that (i) the benefits to the suppliers as set forth herein are separate and distinct from the inducements otherwise intended to be made available to the Company in accordance with this Agreement and (ii) no such benefits granted to or made available to any such suppliers will in any manner preclude, diminish or adversely impact in any manner upon the inducements and the value thereof intended to be made available to the Company pursuant to this Agreement.

ARTICLE VII ADDITIONAL COMMITMENTS

Section 7.1 **Project Coordinator.** The State, Local Governments and IDB acknowledge that it is in their best interest and the best interests of the Company for the development, design, engineering, construction, equipping and start-up of the Project to proceed on an expeditious timetable and that time is of the essence to achieve the Company's schedule for the Project. Accordingly, in order to proceed expeditiously in the development of the Project, for the purpose of ensuring that all administrative details relating to the Project are processed in the most efficient and expeditious fashion, the State, Local Governments and IDB shall, commencing upon the Effective Date or as otherwise specified below, utilize every reasonable effort to cause, without cost, liability or expense to the Company, the IDB, or the Local Governments, a project coordinator (the "**Coordinator**") to be appointed to assist the Company in implementing and fulfilling the terms and conditions of this Agreement and coordinating the required activities of the State, Local Governments and IDB in connection with fulfilling their respective obligations under this Agreement. The Coordinator shall provide coordination services for the Project for the duration of construction of the Project, and

on an as-needed basis thereafter for a period of up to two (2) years after completion of the Project. The appointment of the Coordinator shall be made following good-faith consultation with the Company. Any request by the Company to change any such Coordinator shall not be unreasonably denied by the State, Local Governments and IDB.

Section 7.2 Company Representative; Contractors and Specifications. The Company shall have the right to engage, at its expense, a company representative (the "***Company Representative***") to review all aspects of the work performed with respect to all third party contracts referenced in Article III and Article V of this Agreement. The State, Local Governments and IDB will use every reasonable effort to cooperate with cause its contractors to cooperate with the Company Representative and promptly make information related to the performance and progress of any such work or services available to the Company Representative. The Company Representative shall have the right to review the performance of any construction manager or contractor engaged in providing such work or services at the Project Site and, where reasonable and appropriate and consistent with this Agreement or any specifications referenced herein, with the consent of and through the State, Local Governments or IDB (as applicable), suggest modifications to such work or service.

Section 7.3 Fair Treatment Assurance. The State and Local Governments each agree that they will treat the Company fairly in all regards and in a manner consistent with the way they each treat similarly situated persons, companies and entities.

Section 7.4 Limitation on Competitor Incentives.

(a) **By the State.** Except for companies located in Tennessee as of the Effective Date, the State hereby agrees not to directly or indirectly offer discretionary incentives, credits or other similar benefits to competitive tire manufacturers within 50 miles of the Project Site for a period beginning on the Effective Date and continuing for five (5) years thereafter.

(b) **By the Local Governments.** Except for companies located in Tennessee as of the Effective Date, the Local Governments hereby agree not to directly or indirectly offer discretionary incentives, credits or other similar benefits to competitive tire manufacturers within the County for a period beginning on the Effective Date and continuing for five (5) years thereafter.

Section 7.5 Foreign-Trade Zone Designation. Upon the request of the Company, the Local Governments hereby covenant and agree to designate and/or activate the Project Site, or a portion thereof as designated by the Company, as a Foreign-Trade Zone and/or Sub-Zone with all benefits associated therewith, and shall cooperate and coordinate with the Company in arranging for such activation as soon as practicable after a request from the Company to designate or activate such a zone.

ARTICLE VIII GOODWILL AND COMMUNITY INVOLVEMENT

Section 8.1 Groundbreaking Ceremony. The State and Local Governments, at no cost to the Company, will hold groundbreaking ceremonies at the Project Site at such times

and in such manner as may be mutually agreeable to the State and Local Governments and the Company.

Section 8.2 Employee Assistance. The Local Governments recognize the importance of smooth, rapid and effective integration of Company employees who relocate to the State in connection with the Project. Accordingly, the Local Governments shall provide, sponsor or coordinate, at no cost or charge to employees of the Company, throughout the Site Preparation Work and for so long thereafter as the Company may reasonably request, services to support the integration of these employees and their families in the greater Clarksville community, which may include (i) community welcome activities; (ii) community orientations; (iii) introductions to recreational, cultural and family resources that are available in the greater Clarksville community; and (iv) providing these employees and their family members with all services of the Local Governments that are provided to residents of the greater Clarksville area. The State, further agrees to take all reasonable steps to assist the Company and its personnel and their family members who seek to relocate to the United States, either temporarily in connection with the Project or permanently as a Full-Time Employee of the Company, with respect to obtaining necessary visa and work permits from the federal government. If requested by the Company, the State will also send a letter to the United States Embassy in the Republic of Korea requesting expedition of visas for Company personnel and their family members who seek to relocate to the United States in connection with the Project.

Section 8.3 Temporary Office and Temporary Training Space. The IDB will provide temporary office and training space to the Company that is sufficient to house at least 30 employees for a six (6) month period beginning between January 1, 2014 and April 1, 2014 as requested by the Company.

Section 8.4 Naming of Roads. The State, Local Governments and IDB agree to use every reasonable effort to rename, as the Company determines, at their sole cost and expense, the portion of Rossvie Road that is begins at the entrance/exit turnouts of the West side of Exit 8 of I-24 going East to Rollow Lane. In the event that the State constructs "Exit 6" as contemplated in **Exhibit I**, the State, Local Governments and IDB agree to use every reasonable effort to rename, as the Company determines, at their sole cost and expense, a portion of the road located at the intersection with "Exit 6" that is within one-half of a mile of either side of "Exit 6", provided that the name of any road selected by the Company is not confusingly similar to the name of an existing road. The State shall provide required road signage for the named or renamed roads at no cost to the Company.

Section 8.5 Temporary Housing. The IDB will use every reasonable effort to assist the Company in negotiating such discounted temporary housing arrangements as the Company may request from time to time.

Section 8.6 Promoting Education. The State agrees to encourage State universities, colleges and community colleges to grant waivers of residency requirements, for tuition purposes, for all Full-Time Employees and their family members.

Section 8.7 Research and Development Support. The State agrees to provide reasonable assistance to the Company in developing a research and development alliance between the Company and the United States Department of Energy's Oak Ridge National Laboratories.

ARTICLE IX ENVIRONMENTAL AND PERMITTING MATTERS

Section 9.1 Permits.

(a) The State represents and confirms that, so far as State can ascertain from the information provided by Company, all State issued environmental permits (each, a "**Permit**") that are required to commence the Site Preparation Work and/or the construction, maintenance and start up of the Project are identified in the table contained in **Exhibit Q**. Each applicable and materially complete application for the relevant Permit(s) will receive expedited processing in accordance with the applicable statutes and regulations so as to not adversely affect the schedule for the Project or the subsequent start up of the Project, including without limitation, any and all state Permits required for (i) land disturbance, (ii) tree removal and reforestation, (iii) the obstruction, relocation, alteration or rerouting of aquatic resources, (iv) the withdrawal of surface water, (v) the taking, disturbance, destruction and/or mitigation of Historic Properties or Protected Species, (vi) the management or discharge of wastewater or storm water during both construction or operation of the Project, (viii) the management, transportation, disposal and/or remediation of solid waste, hazardous waste and hazardous materials; (ix) the dredging and/or filling of waters of the United States, (x) compliance with requirements of the Clean Water Act, and (xi) compliance with the Clean Air Act and any other requirements relating to the construction and/or operation of air emissions source(s) associated with the Project and its Operation. Without limitation of the foregoing, as set forth in the table provided by the Tennessee Department of Environment and Conservation ("**TDEC**") attached hereto as **Exhibit Q**, TDEC will process the Company's application for a Prevention of Significant Deterioration (PSD)/ New Source Review permit on an expedited basis, which the parties project to require approximately 120 days following submission of a materially complete application.

(b) Each Local Government represents and confirms that, so far as it can ascertain from the information provided by the Company, all permits, approvals, consents and other requirements of the Local Governments that are required to commence the Site Preparation Work and/or the construction, maintenance and startup of the Project are identified on **Exhibit R**. Each Local Government agrees that each permit application will be processed in a timely manner so as to not adversely affect the schedule for the Project or the subsequent startup of the Project, including without limitation, any and all Permits required for (i) land disturbance, (ii) tree removal and reforestation, (iii) the obstruction, relocation, alteration or rerouting of aquatic resources, (iv) the withdrawal of surface water, (v) the taking, disturbance, destruction and/or mitigation of historic properties or protected species, (vi) the management or discharge of wastewater or storm water during both construction or operation of the Project, and (viii) the management, transportation, disposal and/or remediation of solid waste, hazardous waste and hazardous materials.

(c) The permitting assistance obligations set forth in Section 3.10 of this Agreement shall likewise apply to the permits referenced, expressly or generally, in subsection (a), immediately above.

Section 9.2 Environmental Site Assessments, Remedial Activities and Related Assurances.

(a) The IDB has provided, without cost or charge to the company, the Phase I Environmental Site Assessment attached as **Exhibit S**, which is titled "Phase I Environmental Site Assessment of Clarksville Montgomery County Corporate Business Park South" and dated September 11, 2013 by DBS & Associates Engineering for the direct benefit and reliance of the Company, which complies in all respects with ASTM 1527 05, 40 CFR Part 312 and any equivalent state statutory or regulatory requirements for the assertion of applicable defenses to liability, such as the "innocent purchaser defense," "bona fide prospective purchaser defense," and/or "contiguous property owner defense" as those terms are used in the Comprehensive Environmental Response, Compensation and Liability Act.

(b) The State shall fully fund and the IDB will, with respect to the Project Site and without cost, or expense to the Company, cause the preparation and submission to the relevant authorities of any assessments, reports, or analyses (collectively, "**Assessments**") regarding the environmental condition of the Project Site and/or impacts to the environment, including Protected Species, the human environment, and other natural resources and Historic Properties, which may be required for the Site Preparation Work and other infrastructure improvements as contemplated in this Agreement, pursuant to any federal, State or local law as a condition to the development of the Project Site. Assessments may include, but are not necessarily limited to, environmental site assessments, environmental assessments, environmental impact statements, and cultural resource assessments.

(c) With respect to the Assessments, each Assessment shall specifically provide by its terms that such Assessment is for the benefit of the Company and contain an acknowledgment from the company performing the work that the Company as well as any and all lenders, if any, with respect to the Project shall be entitled to rely upon the results of such Assessments. Furthermore, the Company will be allowed to review and approve all companies providing any Assessment, shall have the right of prior approval of any engagement agreements proposed with such companies, and shall have the right to review and comment upon any final drafts of such Assessments prior to their submission to third parties, including federal, State, and local regulatory agencies, or the public.

(d) If such assurances are authorized by applicable law, and the State determines that the factual circumstances so warrant, the Company may, in lieu of or in connection with requiring certain investigation, corrective action, mitigation or remediation to occur, opt to receive formal and legally binding assurances from the State that, to the extent permitted by law, no regulatory action will be pursued against the Company related to the presence of such Hazardous Materials, Protected Species, Historic Properties, or other conditions on the Project Site. If the Company opts to rely, in whole or in part, on such assurances, then the State shall use its reasonable efforts to expeditiously provide such assurances prior to January 1, 2014. To the extent that the Company desires similar assurances from federal agencies, the State agrees

to seek and utilize reasonable efforts to obtain such assurances from such agencies prior to January 1, 2014.

(e) To the extent permitted by law, all of the Assessments shall be treated as confidential information of the Company except as may be required to effect the purposes and intentions of the Agreement.

Section 9.3 Historic Properties and Protected Species.

(a) The IDB and the Local Governments represent that they have heretofore conducted appropriate assessments and consultations to determine whether the Project Site or surrounding areas contain Historic Properties or Protected Species and whether the presence of such Historic Properties or Protected Species may affect the use of the Project Site for construction and operation of the Project and that the Project Site and surrounding areas do not contain Historic Properties or Protected Species. Copies of all such reports are included in Exhibit S.

(b) The IDB and Local Governments represent that, to the best of its knowledge after due investigation, that the Project Site and surrounding areas do not contain Historic Properties or Protected Species.

**ARTICLE X
TERMS AND CONDITIONS**

Section 10.1 Certain Representations and Warranties.

(a) The State, Local Governments and IDB separately represent and warrant to the Company that they have the legal power and authority to enter into this Agreement and to make the respective commitments made herein, and to the extent that the State or any of the Local Governments requires the authorization, approval or consent of any other State or local agency, board or officer or official, or any third-party for it to have made the commitments contained herein, that such authorizations, approvals and consents have been duly obtained in accordance with applicable laws, rules, regulations and procedures.

(b) The Company represents to the State and the Local Governments that it has the legal power and authority to enter into this Agreement and to make the commitments made herein, and to the extent that the Company requires the authorization, approval or consent of any board or officer or official, or any third-party for it to have made the commitments contained herein, that such authorizations, approvals and consents have been duly obtained in accordance with applicable laws, rules, regulations and procedures.

(c) The State, Local Governments and IDB separately represent and warrant to the Company that (i) the execution and delivery by it of this Agreement, and any Ancillary Agreements to which it is a party, the performance by it of its obligations hereunder or thereunder, and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary actions on the part of it (except where such obligations are expressly made subject to satisfaction of a future approval) and (ii) this

Agreement, and any Ancillary Agreement to which it is a party, constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms.

(d) The State further represents and warrants that there are no local matching funds required of the Local Governments or the IDB in connection with the performance of the State's obligation under this Agreement.

Section 10.2 Remedies. The State, Local Governments, IDB and the Company acknowledge that in the event any party to this Agreement fails to fulfill any of its obligations under this Agreement, the other parties shall be entitled to seek any remedy or remedies for such failure that are available under any or all applicable laws or regulation.

Section 10.3 Time is of the Essence. The State, Local Governments, IDB and the Company acknowledge and agree that (i) any delay in the completion of the Project and occupancy thereof by the Company may cost the Company and/or the other Parties substantial amounts of money and, therefore, time is of the essence as to all terms and conditions set forth herein, and (ii) they will make every reasonable effort in their attempts to have the matters contemplated herein proceed on the basis of the time schedule dictated by the terms of this Agreement.

ARTICLE XI MISCELLANEOUS

Section 11.1 Term of Agreement; Early Termination by Company.

(a) The term of this Agreement shall commence on the Effective Date and continue in effect through the expiration of the Five Year Period under Section 5.4(a).

(b) In addition to such other remedies as the Company may have under this Agreement or under applicable law, the Company shall have the option to terminate this Agreement without any further obligation or Liability to the State, Local Governments and IDB under this Agreement or otherwise, in the event that any one or more of the following Project milestones are not achieved:

(i) execution of the State Tax Incentive Agreement on or before October 14, 2013;

(ii) approval, on or before November 15, 2013, by the State Funding Board of a grant or grants in the amount of \$19,600,000 to fund the State's initial obligation to provide a FastTrack infrastructure grant to the IDB for Site Preparation Work pursuant to Section 3.3(a);

(iii) approval, on or before November 15, 2013, by the Comptroller of the Treasury of the State and the Commissioner of the State's Department of Economic and Community Development, of the full term of the payment in lieu of tax arrangement provided in the Agreement for Payments in Lieu of Ad Valorem Taxes

(iv) approval and enactment into law, on or before June 1, 2014, of all appropriations and other legislation necessary for the State to fully fund, effective as of July 1, 2014, its remaining obligations pursuant to Section 3.3(a) and its obligations pursuant to Section 5.2;

(v) approval, on or before July 1, 2014, by the State Funding Board of a sufficient grant or grants to fully fund the State's remaining obligations pursuant to Section 3.3(a) and its obligations pursuant to Section 5.2;

(vi) completion by August 31, 2014 of the "Initial Site Preparation Work" as defined and described in **Exhibit D**, provided that, if the Company does not provide a 75% complete building plan for the Project to the IDB on or before December 31, 2013, the August 31, 2014 date shall be automatically extended on a day to day basis until the Company provides such building plan; and

(vii) fulfillment of all material obligations by the State, Local Governments and IDB as set forth in this Agreement as such obligations become due, through and including December 31, 2014. Notwithstanding the foregoing, this Agreement shall not be terminated pursuant to this Section 11.1(b)(vii) unless the Company provides written notice to the State of the breach of the material obligation and the State, the IDB, or Local Government, as applicable, has failed to remedy the breach of the material obligation within sixty (60) days after receipt of such written notice.

In the event of a termination pursuant to this subsection, the PILOT Agreements between the Company and the IDB shall automatically terminate without any further obligation or Liability to either party:

In lieu of exercising this early termination option, the Company shall have the option, to extend the applicable period for making this determination for a period of up to ninety (90) additional days to allow the State, Local Governments or IDB, as applicable, to satisfy the applicable conditions. If the Company does not exercise its termination options under this subsection from time to time, each such decision shall not have any impact on or in any way limit or waive the obligations of the State, Local Governments or IDB under this Agreement and all such obligations shall be and remain in full force and effect.

Section 11.2 Governing Law; Jurisdiction and Venue. The governing law of this Agreement shall be the law of the State of Tennessee, without regard to any conflicts of law principles. The Parties agree that no suit or action shall be commenced by any Party hereto, or by any successor, personal representative or assignee of any of them, with respect to the Project, or with respect to this Agreement or any other document or instrument which now or hereafter evidences all or any part of the actions contemplated herein, other than in a State court of competent jurisdiction in Tennessee and for the County of Montgomery, Tennessee or in the courts of the United States District Court for the Middle District of Tennessee, and all Parties hereby consent and submit to the jurisdiction of such courts.

Section 11.3 Severability; Unenforceability or Change in Law.

(a) In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect and for any reason whatsoever, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

(b) In the event that any of the incentives, inducements, or other assistance to the Company set forth in this Agreement is held to be illegal, invalid or unenforceable for any reason, the State and Local Governments agree to use every reasonable effort to assist the company in locating and applying for alternative sources of incentives.

Section 11.4 Notices. Any notice, request, demand, claim, or other communication hereunder shall be in writing and shall be deemed duly given or made (a) when personally delivered to the intended recipient (or an officer or authorized representative of the intended recipient), (b) six (6) days after it is sent by certified first class mail, return receipt requested, postage prepaid, (c) three (3) days after it is sent by recognized overnight courier service, or (d) when sent by facsimile service (with such facsimile to be confirmed promptly in writing sent by mail or overnight courier as aforesaid), to the following addresses and recipients:

STATE:

Governor's Office
Tennessee State Capitol
Nashville, Tennessee 37243-0001
Telephone: 615-741-2001
Facsimile: 615-532-9711
Attention: Honorable Bill Haslam

With copy to:

Department of Economic and Community
Development
312 Rosa L. Parks Avenue, 26th Floor
Nashville, TN 37243
Telephone: 615-253-2006
Facsimile: 615-770-7418
Attention: Commissioner

With copy to:

Department of Economic and Community
Development
312 Rosa L. Parks Avenue, 26th Floor
Nashville, TN 37243
Telephone: 615-253-2006
Facsimile: 615-770-7418
Attention: General Counsel

COUNTY: Montgomery County, Tennessee
1 Millennium Plaza
Clarksville, Tennessee 37040
Telephone: 931-648-5787
Attention: Mayor

CITY: City of Clarksville, Tennessee
One Public Square
Clarksville, Tennessee 37040
Telephone: 931-645-7444
Facsimile: 931-552-7479
Attention: Mayor

IDB: The Industrial Development Board of the
County of Montgomery
25 Jefferson Street, Suite 300
Clarksville, Tennessee 37040
Telephone: 931-647-2331
Facsimile: 931-645-1574
Attention: Executive Director

With copy to: Batson Nolan PLC
121 South Third Street
Clarksville, TN 37040
Telephone: 931-647-1501
Facsimile: 931-648-7866
Attention: Richard H. Batson, Esq.

COMPANY: Hankook Tire Co., Ltd.
133 Teheran-ro (Yeoksam-dong), Gangnam-gu,
Seoul 135-723, Republic of Korea
Telephone: +82-2-2222-1029
Facsimile: +82-2-2222-1746
Attention: Jong Ho Park, Senior Vice President

With copy to: Bae, Kim & Lee LLC
133 Teheran-ro (Yeoksam-dong), Gangnam-gu,
Seoul 135-723, Republic of Korea
Telephone: +82-2-3404-0152
Facsimile: +82-2-3404-0803
Attention: Joonki Yi, Esq.

With copy to:

Miller & Martin PLLC
832 Georgia Avenue
Suite 1000, Volunteer Building
Chattanooga, Tennessee 37402-2289
Telephone: 423-756-6600
Facsimile: 423-785-8480
Attention: Mark W. Smith, Esq.

or to such other address as the receiving Party shall have most recently forwarded to the sending Party pursuant to the provisions of this Section 11.4.

Section 11.5 Authorized Representatives. The Company shall have the option, from time to time, to designate one or more employees, officers or agents of one or more of its Affiliates to represent the interest of and to act on behalf of the Company in connection with this Agreement. To be effective, a designation of an authorized representative must be in writing delivered to the State, Local Governments and IDB and must be signed by a duly authorized employee or officer of the Company.

Section 11.6 Confidentiality. The State, Local Government and IDB understand the importance to itself and the Company of keeping details concerning the transactions contemplated hereby strictly confidential. Accordingly, the State, the IDB and each Local Government acknowledge that, subject to all applicable laws which require disclosure of public records, all confidential, proprietary and trade secret information of the Company which has been delivered or otherwise made available to them, including the terms of this Agreement, is confidential and may not otherwise be disclosed to any third-party except as mandated by applicable law. Subject to applicable law, the State, Local Government and IDB all hereby agree to make every reasonable effort to redact any information in this Agreement which the Company deems proprietary.

Section 11.7 Press Releases. The State, Local Governments and IDB agree to cooperate fully to coordinate with the Company in connection with all press releases and public disclosures concerning the transactions contemplated by this Agreement. The IDB and the Local Governments agree that the State shall have sole responsibility in coordinating with the Company in this regard, provided, however, that the initial press release announcing the Project contemplated herein shall also be coordinated with the Local Governments. The State shall work with the Company to develop press releases or other public disclosures relating to the transactions contemplated by this Agreement that are agreeable to all parties. The Company shall be free to issue or file with all applicable regulatory authorities such documents as such entity considers necessary or appropriate, including all filings with the appropriate securities law authorities and stock exchanges.

Section 11.8 Assignment.

The Company shall have the right to assign this Agreement and all of its rights, interests and obligations created and set forth herein, at any time, to any Affiliate (defined below) which is a U.S. legal entity and which is 100% directly or indirectly owned (through one or more entities) by the Company; provided that the Company shall not be released from its

obligations under this Agreement unless and until the State, Local Governments and IDB consent to such assignment, which consent shall not be unreasonably withheld. Upon any such assignment and assumption thereof by an assignee, the Company shall notify the State, Local Governments and IDB. Except as expressly provided in this Section, this Agreement is not assignable by any party without the consent of all other parties, which consent shall not be unreasonably withheld.

Section 11.9 Binding Nature. It is the intention of the Parties that the commitments and obligations set forth herein shall be binding upon the Parties hereto and their respective successors and permitted assigns.

Section 11.10 Further Assurances.

(a) In addition to the obligations otherwise expressly provided herein, the State, Local Governments and IDB agree to make every reasonable effort to do all things and take all actions required after the date hereof (i) to cause the establishment of the Project and (ii) to address the other matters contemplated herein, including the obtaining, execution and delivery of all necessary or desirable signatures, agreements, filings, consents, authorizations, approvals, licenses or deeds.

(b) Although specific commitments to the Company have been made by the State, Local Governments and IDB, in this Agreement and/or the Ancillary Agreements, the State acknowledges that the State has arranged all such commitments and agreements as an entire incentive package designed to induce the Company to locate the Project within the State and, without limiting the liability of the State, Local Governments and IDB pursuant to their respective commitments to and/or agreements with the Company, the State is prepared and is willing and agrees to support and encourage the due performance by the IDB and the Local Governments of each and every commitment or agreement made by them to or with the Company.

Section 11.11 No Third-Party Beneficiaries. Other than as set forth in this Agreement, this Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

Section 11.12 Article and Section Titles and Headings. The article and section titles and headings are for convenience only and do not define, modify or limit any of the terms and provisions hereof.

Section 11.13 Incorporation of Exhibits, Annexes, and Schedules; No Conflicting Ancillary Agreements. The exhibits, annexes, and schedules identified in this Agreement and annexed hereto are incorporated herein by reference and made a part hereof. The parties shall not enter into any Ancillary Agreement that is inconsistent with the obligations of this Agreement.

Section 11.14 Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and duly signed by an authorized representative of each of the Parties. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless

set forth in a writing executed by the party granting such waiver, nor shall it be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Section 11.15 Construction. In this Agreement, unless the context indicates otherwise, the singular includes the plural and the plural the singular; references to statutes, sections or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending, replacing, succeeding or supplementing the statute, section or regulation referred to; references to "writing" includes printing, typing, lithography, facsimile reproduction and other means of reproducing words in a tangible visible form; the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation" or "but not limited to" or words of similar import; references to articles, sections (or subdivisions of sections), exhibits, appendices, annexes or schedules are to those of this Agreement unless otherwise indicated; references to agreements and other contractual instruments shall be deemed to include all exhibits, schedules and appendices attached thereto and all subsequent amendments and other modifications to such instrument; references to days shall mean calendar days unless otherwise specified; and references to Parties include their respective successors and permitted assigns.

Section 11.16 Force Majeure. In the event Force Majeure is the proximate cause of any Party hereto being rendered unable, wholly or in part, to carry out its obligations hereunder, or to meet the requirements to earn a payment or other commitment of another Party hereto, the obligations of the disabled party suffering such Force Majeure event shall be suspended during the continuance of any inability so caused; provided, however, that such Party suffering the Force Majeure event shall (i) deliver prompt notice to the Party to whom the obligations are due of the occurrence of such a Force Majeure event (such notice to describe the circumstances creating the event and the steps that such party proposes to take to eliminate the event or the effects thereof), (ii) use every reasonable effort to eliminate such event or the effects thereof and shall deliver periodic status reports regarding such efforts to the Party to whom the obligations are due, (iii) promptly deliver notice to the Party to whom the obligations are due when such event has been eliminated or has ceased to prevent the performance of the suffering Party's obligations and (iv) proceed to fulfill or perform such obligations as soon as reasonably practical after the event has been eliminated or has ceased to prevent the performance of the suffering Party's obligations.

Section 11.17 Survival of Representations and Warranties. The covenants, representations and warranties made by each of the Parties hereto and contained herein shall survive the performance of any obligations to which such covenants, representations and warranties relate.

Section 11.18 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Electronic facsimile signatures shall also be deemed originals for purposes hereof.

Section 11.19 Entire Agreement. This Agreement (including any Ancillary Agreements and exhibits referred to herein) constitutes the entire agreement among the Parties hereto and supersedes any prior understandings, agreements or representations by or among the Parties hereto, whether written or oral to the extent they relate to the subject matter herein.

ARTICLE XII DEFINITIONS

"Affiliate" means, with respect to any person or entity, any other person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such person or entity, and for such purposes, the term "control" (including the terms "controlled by" and "under common control with") shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through ownership of voting securities, by contract or otherwise; provided that direct or indirect ownership of equity of an entity carrying more than 50% of the voting rights shall be considered control of that entity, notwithstanding that control in fact may be exercised by another person or entity or group of persons or entities.

"Agreement" has the meaning set forth in the Preamble hereof.

"Applicant Recruitment and Screening Services" means the State's provision of applicant recruitment and screening services including (i) all staffing services, (ii) the development and implementation of a training applicant advertising plan (through appropriate media, including newspapers, radio, television and online), (iii) coordination and implementation of training applicant resume collection and pre-screening, (iv) profiling, testing and assessment, (v) coordination and implementation of training applicant interviews, (vi) coordination and implementation of training applicant drug testing, and (vii) monitoring of the Company's selection process and coordination of pre-employment enrollment procedures.

"Ancillary Agreement" means each agreement (other than the Agreement) referenced herein or which is incorporated as an exhibit hereto between the Company and one or more of the other Parties hereto.

"Assessment" has the meaning set forth in Section 9.2 hereof.

"City" has the meaning set forth in the Preamble hereof.

"Clarksville Gas & Water" has the meaning set forth in Section 3.4 hereof.

"Company" has the meaning set forth in the Preamble hereof and includes its successors, permitted assigns and Affiliates.

"Company Representative" has the meaning set forth in Section 7.2 hereof.

"Coordinator" has the meaning set forth in Section 7.1 hereof.

"County" has the meaning set forth in the Preamble hereof.

"Covered Grants" has the meaning set forth in Section 5.4 hereof.

"Effective Date" has the meaning set forth in the Preamble hereof.

"Encumbrances" has the meaning set forth in Section 3.1 hereof.

"Environmental Claims" means any and all claims of every nature and character in law, equity, tort, or otherwise, including claims for natural resource damages, remedial costs, demands, enforcement actions, lawsuits, citizen suits, violations and injunctive relief, for losses, costs, penalties, fines, damages, Liabilities, expenses (including reasonable attorneys' fees, expert fees and litigation expenses), expenditures, and awards asserted under any Environmental Laws or common law, legal, equitable or other theories (including nuisance, trespass, fraud, negligence, strict liability, and suits involving abnormally dangerous activities), which are in any way related to Environmental Conditions or Hazardous Materials at, to, from or onto the Project Site, that arise out of or are in any way related to events, occurrences or circumstances prior to and including the Effective Date, irrespective of the date of discovery. The term "Environmental Claims" shall be interpreted in the broadest sense possible.

"Environmental Conditions" means any condition, activity, or operation of the Project Site, including soil, sediment, groundwater, surface water, or any buildings, fixtures, pipes, and/or other improvements, which is or may be regulated, controlled, limited or prohibited pursuant to any federal, State, or local Environmental Laws, including Hazardous Materials at, to, from or onto the Project Site, or any conditions identified or referenced in the Phase I Environmental Site Assessment, any Phase II Environmental Site Assessment, or any related or subsequent environmental reports or Assessments. The term "Environmental Conditions" shall be interpreted in the broadest sense possible.

"Environmental Laws" means any federal, State, or local law, statute, ordinance, and regulation, now or hereafter in effect, and in each case as amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative order, consent decree, or judgment applicable to the Project Site relating to the regulation or protection of human health, safety and/or the environment, natural resources (including ambient air, surface water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species, and/or vegetation), as well as protected sites or artifacts of historical or cultural significance. By way of further example, and without limiting the breadth of the foregoing, "Environmental Laws" include, but are not limited to, the National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321 et seq.); the Solid Waste Disposal Act (42 U.S.C. §§ 6901 et seq.); the federal Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.) ; the Hazardous Material Transportation Act, as amended (49 U.S.C. §§ 1801 et seq.); the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (7 U.S.C. §§ 136 et seq.); the Toxic Substance Control Act, as amended (15 U.S.C. §§ 2601 et seq.); the Clean Water Act; the Clean Air Act, as amended (42 U.S.C. §§ 7401 et seq.); the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq.); the Federal Coastal Zone Management Act, as amended (16 U.S.C. §§ 1451 et seq.); the Occupational Safety and Health Act, as amended (29 U.S.C. §§ 651 et seq.); the Safe Drinking Water Act, as amended (42 U.S.C. §§ 300(f) et seq.), the Tennessee Hazardous Waste Management Act; the Tennessee Solid Waste Disposal Act; the Tennessee Air Pollution Control

Act; the Tennessee Water Quality Control Act; and any and all regulations promulgated thereunder and all similar State and local laws, statutes, ordinances, regulations, judicial or administrative orders, consent decrees, or judgments.

"Five Year Period" has the meaning set forth in Section 5.4 hereof.

"Force Majeure" means acts of God; strikes, lockouts, or other industrial disturbances; hereof, conditions arising from a change in Environmental Laws; wars; blockades; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; storms; hurricanes; floods; and washouts not within the control of the party claiming suspension, and which by the exercise of due diligence, such party is or would have been unable to prevent or overcome. Such term shall likewise include, in those instances where a party is required to obtain or furnish materials and supplies for the purpose of constructing or maintaining facilities for such purpose, the inability of such party to acquire, or the delays on the part of such party in acquiring, at reasonable costs, and after the exercise of reasonable diligence, such materials and supplies.

"Foreign-Trade Zone and/or Sub-Zone" means zones for specialized purposes or sub-zones in areas separate from existing foreign trade zones for one or more of the specialized purposes of storing, manipulating, manufacturing, or exhibiting goods when the Board of the Foreign-Trade Zone finds that existing or authorized zones will not serve adequately the convenience of commerce with respect to the proposed purposes. See 15 C.F.R. pt. 400 (1993).

"Full-Time Employee" means those direct employees of the Company and its Affiliates in the County performing a job in a position that requires a minimum of thirty-five (35) hours of an individual's time each week during normal operations and/or the equivalent of hours of full time employment. A Full-Time Job includes all positions with the Company, including production-related positions, administrative, office, resident employee and other positions.

"Full-Time Contract Job" means those individuals whose services are provided in the County on a contractual basis, whether directly with the Company or through a third-party contracting services to perform a job, in a position that requires a minimum of thirty-five (35) hours of an individual's time each week during normal operations and/or the equivalent hours of full time employment. A Full-Time Contract Job includes all individuals in production-related positions, administrative, office, resident employee and other full-time contract positions.

"Full-Time Jobs" means the total of Full-Time Employees and the Full-Time Contract Jobs.

"Full Production Date" has the meaning set forth in Section 5.4 hereof.

"Hazardous Materials" means any substance, material, or waste which is (i) defined now or hereafter as a "pollutant," "contaminant," "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "industrial waste," or other similar term or phrase under any Environmental Laws (as defined above), (ii) any substance, the presence of which on, under or in the Project Site, or contained in any structure thereon, is prohibited or regulated by Environmental Laws or which requires investigation, removal, response or remediation under any Environmental Laws, (iii) petroleum or any fraction or by-product thereof, polynuclear or polycyclic aromatic hydrocarbons, asbestos,

trinitrotoluene, any polychlorinated biphenyl, urea formaldehyde foam insulation, radon or any other radioactive or explosive substance, methane, volatile hydrocarbons, or an industrial solvent.

"Historic Properties" means any prehistoric or historic district, site, battlefield, gravesite, cemetery, building, structure, object, artifact, record or remains, including properties of traditional religious and cultural significance to a Native America tribe.

"IDB" has the meaning set forth in the Preamble hereof.

"Laws" means, unless limited to a specific jurisdiction, any federal, State, or local law, statute, ordinance, and regulation, now or hereafter in effect, and in each case as amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof.

"Liability" means any liability whatsoever (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due), including any liability for Taxes.

"Local Governments" has the meaning set forth in the Preamble hereof.

"Notification Letter" has the meaning set forth in Section 5.4 hereof.

"Park" has the meaning set forth in the Recitals hereof.

"Party" or **"Parties"** has the meanings set forth in the Preamble hereof.

"Performance Report" has the meaning set forth in Section 5.4 hereof.

"Permit" means any permit, license, certificate of occupancy, order, certification, registration, approval or authorization issued under any law, regulation or ordinance, whether federal, State, or local.

"PILOT Agreements" has the meaning set forth in Section 4.2 hereof.

"Production Position" means a Full-Time Employee position or Full-Time Contract Job position that is directly involved in the production of goods at the Project Site, maintenance of the Project or Project Site, or otherwise directly involved in the production operations of the Project.

"Project" has the meaning set forth in the Recitals hereof.

"Project Site" has the meaning set forth in Section 2.1 hereof.

"Project Start Date" has the meaning set forth in Section 2.2 hereof.

"Protected Species" means any species that is determined to be an endangered, threatened, or candidate species pursuant to the federal Endangered Species Act or any species

that is determined to be endangered, threatened, rare or of special status or is otherwise protected under any State or local law.

"Protest Letter" has the meaning set forth in Section 5.4 hereof.

"Put Option Property" has the meaning set forth in Section 4.3 hereof.

"Qualified Training Costs" means all of the following:

(a) With respect to individuals conducting training of employees (trainers), (i) if employed by the Company or an Affiliate thereof, the charges attributable to the costs of their wages and benefits (or at standard per diem charges pursuant to State travel regulations); or (ii) if employed by a third-party the charges for such training services.

(b) With respect to travel expenses for trainers, (i) round trip airfare and per diems (in accordance with State travel regulations); and (ii) round trip airfare for trainers traveling to suppliers.

(c) Any additional costs for travel or accommodations associated with training outside of the training center (in accordance with training program guidelines), including to such items as hotel expenses and temporary training space, whether at the Project Site, in the Clarksville/Nashville area, or at other Company facilities worldwide.

(d) All costs associated with:

(i) the providing by the State of orientation training, core skills training, basic skills training, soft skills training and hands-on assembly training;

(ii) the providing by the State of on-the-job training, including training related to automotive manufacturing, procedures training, and training for existing product modifications and re-tooling; with the length of the training period for the combination of pre-employment and on-the-job training being based upon the particular job classification, and the skill levels of the trainees;

(iii) the providing by the State of instructor development;

(iv) the providing by the State of management training; and

(v) development by the State of curricula and preparation of customized training videos which include training course content, tutorials concerning equipment use and safety and preparation of training manuals and other materials necessary to support the training programs.

"Repayment Amount" has the meaning set forth in Section 5.4 hereof.

"Site Drawings" has the meaning set forth in Section 3.2 hereof

"Site Preparation Work" has the meaning set forth in Section 3.3 hereof.

"Start Date" has the meaning set forth in Section 5.4 hereof.

"State" has the meaning set forth in the Preamble hereof.

"Tax" or *"Taxes"* means any federal, State, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including under I.R.C. § 59A), custom duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

"TDEC" has the meaning set forth in Section 9.1(a) hereof.

"Title Company" has the meaning set forth in Section 3.1 hereof.

Signature Pages Follow

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day above written.

STATE OF TENNESSEE

By: Bill Haslam
Its: Governor

MONTGOMERY COUNTY, TENNESSEE

By: Carolyn F. Bourne
Its: Mayor

CITY OF CLARKSVILLE, TENNESSEE

By: Tim McMillan
Its: Mayor

THE INDUSTRIAL DEVELOPMENT BOARD OF THE
COUNTY OF MONTGOMERY

By: Don Jakulin
Its: Chairman

HANKOOK TIRE CO., LTD.

By: [Signature]
Its: Vice Chairman and Global CEO

EXHIBITS

EXHIBIT	DOCUMENT
A	ALTA Site Survey – Approximately 469 Acres
B	Title Commitment and Existing Encumbrances
C	Site Drawings
D	Site Preparation Work
E	Final SM&E Geotechnical Report
F	Letter of commitment for gas, water and sewer service and utility service narrative
G	Letter of Commitment from Cumberland Electric Membership Corporation
H	Letters from broadband service providers
I	Letter of commitment from R.J. Corman
J	September 11, 2013 Department of Transportation Commitment Letter and "Exit 6" Specifications
K	On-Site Fire Specifications
L	Declaration of Covenants, Conditions and Restrictions for the Clarksville-Montgomery County Corporate Business Park
M	PILOT Agreements
N	Training Center Complex Specifications
O	Description of Jobs Based Training Program
P	Form of Performance Report
Q	Table of Permits from TDEC
R	Table of Local Permits
S	Updated Phase I Report

EXHIBIT A

ALTA Site Survey – Approximately 469 Acres



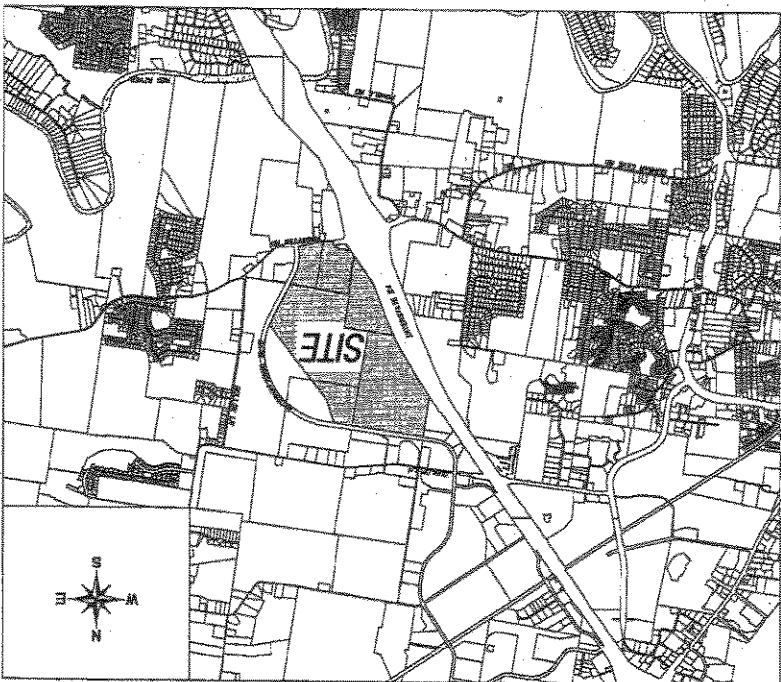
SECRET

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 08-09-2001 BY 60322 UCBAW/SJS/KSP

DECLASSIFICATION AUTHORITY DERIVED FROM:
FBI AUTOMATIC DECLASSIFICATION GUIDE
DATE 08-09-2001

2025 RELEASE UNDER E.O. 14176

VICINITY MAP
 (NOT TO SCALE)



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ALTA/ACSM LAND TITLE SURVEY
OF THE
INDUSTRIAL DEVELOPMENT BOARD OF MONTGOMERY COUNTY PROPERTIES
6 IN CH DISTRICT OF MONTGOMERY COUNTY, TENNESSEE
ZONE M-2, DATED: SEPTEMBER 19, 2013 REVISOR: OCTOBER 10, 2013
TOTAL AREA- 20.407 ACRES, 3778.8 SQUARE FEET OR 488.9 ACRES

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ALTA/ACSM LAND TITLE SURVEY

INDUSTRIAL DEVELOPMENT BOARD OF
MONTGOMERY COUNTY PROPERTIES
CLARKSVILLE, TN 37040
DATE SEPTEMBER 19, 2013 REVERSED OCTOBER 10, 2013

DESIGN
ENGINEERING
Associates

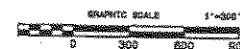
330 North Second Street
P.O. Box 948
Clarksville, TN 37041-0948

Phone (615) 467-0550 Fax (615) 467-7190
Web: www.dengr.com

Engineers • Surveyors • Planners

LINE	SEARCHING	DISTANCE
1.1	500 72 26 E	20.377
1.2	500 70 01 W	12.387
1.3	500 69 49 E	12.388
1.4	500 71 25 W	11.4.487
1.5	500 71 25 W	12.387
1.6	500 70 26 W	11.7.487
1.7	500 71 25 W	12.387
1.8	500 70 04 W	12.387
1.9	500 70 26 W	11.7.487
1.10	500 71 25 W	12.387
1.11	500 70 26 W	11.7.487
1.12	500 70 26 W	11.7.487

OF THE
INDUSTRIAL DEVELOPMENT BOARD OF MONTGOMERY COUNTY PROPERTIES
6th CIVIL DISTRICT OF MONTGOMERY COUNTY, TENNESSEE
ZONE: M-2; DATE: SEPTEMBER 19, 2013 REVISED: OCTOBER 10, 2013
TOTAL AREA: 20,407.378.8 SQUARE FEET; OR 468.49 ACRES;



LEGEND

	BOUNDARY LINE		WATER ANGLE ANCHOR
	PROPERTY LINE		WATER METER
	ROADWAY CENTERLINE		WATER VALVE
	POSS. LINE		POLE INTERFAC
	GROUNDWATER		WATERMETER WELL
	POPE		YAW TURNER
	WETLAND LINE		
	WATER LINE		
	SANITARY SEWER LINE		
	FOUNDERIAL LINE		
	GAS LINE		
	OVERHEAD UTILITY LINE		
	SANITARY SEWER MANHOLE		WATER MANHOLE
	WATER GAUGE		WATER VALVE
	UTILITY POLE		POLE INTERFAC
	ELECTRIC BOX		WATERMETER WELL
	LIGHT POLE		YAW TURNER
	WATER VALVE		
	WATER MANHOLE		
	ASPHALT		GRAVEL
	PERMANENT PAVING SLAB AND MATERIAL AS NOTED		EMBANKMENT
	MOMENTUM SET 1/2" REBAR CAPMED THIS & ADJACENT		
	CONCRETE FOUNDATION		

[illegible]

1-5. OUTSTANDING DEBTS OR FINANCIAL OBLIGATIONS IS EXEMPTED AS "N/A".

1-6. AS NOTED ON HISTORY, AN OLD PROSECUTE AGREEMENT WITH THE SECURITY SERVICE, THE OLD KRAVCHENKO SHALL NOT BE REOPENED. ALL OTHERS ON CHARGES IN CONNECTION WITH THE KRAVCHENKO CASE SHALL BE REOPENED. ALL OTHERS ON CHARGES IN CONNECTION WITH THE KRAVCHENKO CASE SHALL BE REOPENED.

1-7. THERE IS SUBJECT TO DOMESTIC, EXEMPTIONS, RIGHTS OF MAY AND RESTRICTIONS OF RECORDS AND INFORMATION.

1-8. THE SECURITY SERVICE'S LIABILITY FOR THIS DOCUMENT SHALL BE LIMITED TO THE INFORMATION CONTAINED HEREIN. THE SECURITY SERVICE SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS OF INFORMATION OR INFORMATION CONTAINED HEREIN. THE SECURITY SERVICE SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS OF INFORMATION OR INFORMATION CONTAINED HEREIN.

1-9. THIS HISTORY DOES NOT ADDRESS THE EXISTENCE OR NON-EXISTENCE OF RELEASED DATA.


1-10. INFORMATION DOES NOT LIE WITHIN A FIVE (5) YEAR RELEASE PERIOD AND IS NOT A RELEASED DOCUMENT. INFORMATION DOES NOT LIE WITHIN A FIVE (5) YEAR RELEASE PERIOD AND IS NOT A RELEASED DOCUMENT.

1-11. THERE IS NO DISSEMINATION OF THIS CASE AS A RELEASED DOCUMENT.

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DBS & Associates

Engineers • Surveyors • Planners
330 North Second Street
P.O. Box 949
Clarksville, TN 37041-0949
Phone (615) 647-8265 Fax (615) 647-1125
www.dbsengr.com

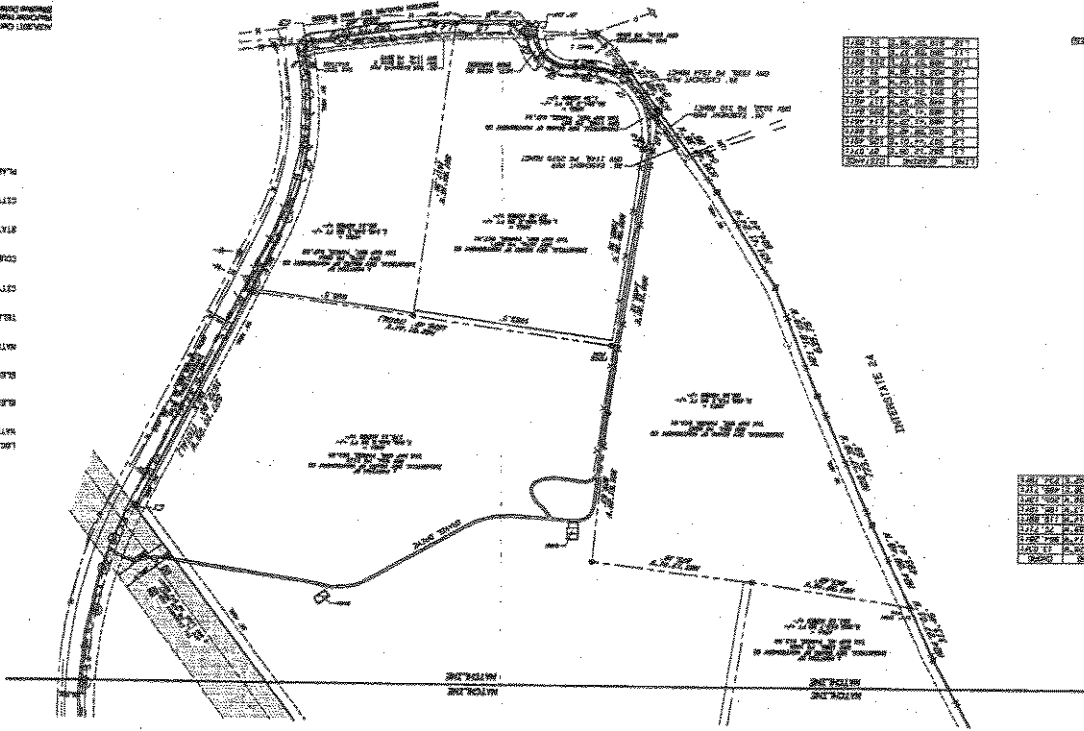
ALTA/ACSM LAND TITLE SURVEY

INDUSTRIAL DEVELOPMENT BOARD OF
MONTGOMERY COUNTY PROPERTY
CLARKSVILLE, TN 37043
DATE: SEPTEMBER 19, 2013 MEETING: OCTOBER 10, 2013

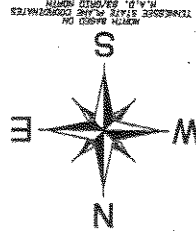
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ALTA/ACSM LAND TITLE SURVEY
INDUSTRIAL DEVELOPMENT BOARD OF MONTGOMERY COUNTY, INDIANAS
6 IN CIVL DISTRICT OF MONTGOMERY COUNTY, INDIANAS
ZONE #4-2 DATE SEPTEMBER 19, 2013 REVISION: OCTOBER 10, 2013
TOTAL AREA 20.407, 378.8 SQUARE FEET OR 468.49 ACRES



ALTA/ACSM LAND TITLE SURVEY

PAGE 3 OF 3

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OF THE
AGRICULTURAL DEVELOPMENT BOARD OF
MONTGOMERY COUNTY PROPERTIES
CLASSVILLE, GE 30606
DATE RECEIVED 10 09 13 UNIVERSITY OF TORONTO

DBS & Associates
Engineering
330 North Second Street
P.O. Box 949
Chickasaw, TN 37014-0949
Phone (615) 647-8825 Fax (615) 647-7155
www.dbseag.com

EXHIBIT B

Title Commitment and Existing Encumbrances

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE

Issued by

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Old Republic National Title Insurance Company, a Minnesota Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A. This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

Countersigned:



Authorized Countersignature

Batson Nolan PLC

Company

Clarksville, Tennessee

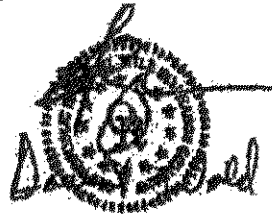
City, State

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By

President

Attest



Secretary

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.*

Batson Nolan PLC

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Batson Nolan PLC**.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from [our affiliates or] others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



ALTA Commitment (6-17-06)

Old Republic National Title Insurance Company

SCHEDULE A

File/Order Number: PROJEAGLE

Name and Address of Title
Insurance Company:

Old Republic National Title Insurance
Company
400 Second Avenue South
Minneapolis, MN 55401

1. Effective Date: September 18, 2013 at 4:30 PM

2. Policy or Policies to be issued:

Amount \$13,633,059.00

☐ ALTA Owner's Policy 6/17/06

Proposed Insured:

☒ ALTA Leasehold Owner's Policy 6/17/06

Proposed Insured: TBD

☐ ALTA Loan Policy 6/17/06

\$ - 0 -

Proposed Insured: NONE

3. Fee Simple Interest in the land described in this Commitment is owned, at the Commitment Date by:

The Industrial Development Board of the County of Montgomery, Tennessee

4. The land referred to in this Commitment is described as follows:

SEE ATTACHED EXHIBIT A



Old Republic National Title Insurance Company

SCHEDULE A

File/Order Number: PROJEAGLE

Exhibit A
LEGAL DESCRIPTIONBOUNDARY DESCRIPTION OF THE INDUSTRIAL DEVELOPMENT BOARD
OF MONTGOMERY COUNTY, TENNESSEE PROPERTIES
468.49 Acres

Being a parcel of land in the 6th Civil District of Montgomery County, Tennessee, said parcel being the Industrial Development Board of Montgomery County, Tennessee property as recorded in Official Record Volume (ORV) 1366, page 1055 (portion of), ORV 833, page 2853 (portion of), ORV 834, page 1110 (portion of), ORV 1075, page 2964 (portion of), ORV 1075, page 2971, ORV 1185, page 387, and ORV 654, page 2057 Register's Office Montgomery County, Tennessee (ROMCT), said parcel also being generally described as being East of and adjacent to Interstate 24, north of and adjacent to Neil Ross Road, north of and adjacent to Rossvie Road/State Route 327, west of and adjacent to International Boulevard, and south of Dunlop Lane, said parcel being more particularly described as follows:

BEGINNING at an iron pin found, (a ½" rebar capped DBS & Associates), said pin being the northeastern corner of the John C Hadley property as recorded in ORV 1055, page 1699 ROMCT, said pin also being on the southern right of way of said International Boulevard as recorded in Plat Book (PB) F, page 34 ROMCT, said pin also being South 41° 16' 37" East for a distance of 1,659.5 feet, more or less, from the centerline intersection of said Dunlop Lane and said International Boulevard, said pin also being the northwestern corner of the herein described parcel;

Thence leaving said pin and with the southern right of way of said International Boulevard the following three (3) calls, **South 82°12'06" East, a distance of 27.07 feet** to an iron pin found, (a ½" rebar capped DBS & Associates);

Thence South 79°12'16" East, a distance of 500.39 feet to an iron pin found, (a ½" rebar capped DBS & Associates);

Thence South 81°37'09" East, a distance of 2181.54 feet to an iron pin new, (a ½" rebar capped DBS & Associates), said pin being on an eastern TVA Easement line as recorded in ORV 74, page 438 and ORV 1195, page 972 ROMCT, said pin also being the northeastern corner of the herein described parcel;

Thence leaving said right of way and with said Easement line the following two (2) calls, **South 19°55'32" East, a distance of 581.92 feet** to an iron pin new, (a ½" rebar capped DBS & Associates);

Thence South 36°47'49" East, a distance of 3891.32 feet to an iron pin new, (a ½" rebar capped DBS & Associates), said pin being on the western right of way of said International Boulevard;

Thence leaving said Easement line and with said right of way the following five (5) calls, **on a curve to the right, having an arc distance of 13.03 feet, having a radius of 2471.48 feet and a central angle of 0°18'08", and being subtended by a chord which bears South 27°01'25" West 13.03 feet** to an iron pin new, (a ½" rebar capped DBS & Associates);

Thence South 27°10'29" West tangent to said curve, a distance of 1672.80 feet to an iron pin new, (a ½" rebar capped DBS & Associates), said pin being the beginning of a curve tangent to said line;



Old Republic National Title Insurance Company

SCHEDULE A

File/Order Number: PROJEAGLE

Thence on a curve to the right, having an arc distance of 918.40 feet, having a radius of 1507.39 feet and a central angle of $34^{\circ}54'30''$, and being subtended by a chord which bears South $09^{\circ}43'14''$ West 904.26 feet to an iron pin new, (a $\frac{1}{2}$ " rebar capped DBS & Associates);

Thence South $07^{\circ}44'01''$ East tangent to said curve, a distance of 125.49 feet to an iron pin new, (a $\frac{1}{2}$ " rebar capped DBS & Associates), said pin being the beginning of a curve tangent to said line;

Thence on a curve to the left, having an arc distance of 78.54 feet, having a radius of 50.00 feet and a central angle of $90^{\circ}00'00''$, and being subtended by a chord which bears South $37^{\circ}15'59''$ West 70.71 feet to an iron pin new, (a $\frac{1}{2}$ " rebar capped DBS & Associates), said pin being on the northern right of way of said Rossvlew Road/State Route 237, said pin also being the southeastern corner of the herein described parcel;

Thence leaving the right of way of said International Boulevard and with said northern right of way the following four (4) calls, South $82^{\circ}15'59''$ West tangent to said curve, a distance of 668.48 feet to an iron pin new, (a $\frac{1}{2}$ " rebar capped DBS & Associates);

Thence South $00^{\circ}28'42''$ East, a distance of 12.88 feet to an iron pin new, (a $\frac{1}{2}$ " rebar capped DBS & Associates);

Thence North $89^{\circ}41'22''$ West, a distance of 114.46 feet to an iron pin new, (a $\frac{1}{2}$ " rebar capped DBS & Associates);

Thence North $89^{\circ}41'22''$ West, a distance of 295.84 feet to an iron pin new, (a $\frac{1}{2}$ " rebar capped DBS & Associates), said pin being on the eastern right of way of Neil Ross Road;

Thence leaving the northern right of way of said Rossvlew Road/State Route 237 and with the right of way of said Neil Ross Road the following three (3) calls, North $49^{\circ}00'32''$ West, a distance of 117.46 feet to an iron pin new, (a $\frac{1}{2}$ " rebar capped DBS & Associates), said pin being the beginning of a curve concave to the southwest;

Thence on a curve to the left, having a radius of 240.00 feet and a central angle of $28^{\circ}55'36''$ and an arc length of 121.17 feet and being subtended by a chord which bears North $24^{\circ}08'14''$ West 119.89 feet to an iron pin new, (a $\frac{1}{2}$ " rebar capped DBS & Associates);

Thence South $51^{\circ}31'31''$ West, a distance of 43.46 feet to an iron pin new, (a $\frac{1}{2}$ " rebar capped DBS & Associates), said pin being the point of cusp on a curve concave to the southwest, said pin also being a corner of the of the WKB Properties property as recorded in ORV 1194, page 2644 ROMCT;

Thence leaving the right of way of said Neil Ross Road and with the northern boundary line of said WKB Properties property the following three (3) calls, on a curve to the left, having a radius of 200.00 feet and a central angle of $58^{\circ}23'33''$ and an arc distance of 203.83 and being subtended by a chord which bears North $67^{\circ}15'13''$ West 195.12 feet to an iron pin new, (a $\frac{1}{2}$ " rebar capped DBS & Associates);

Thence on a curve to the right, having an arc distance of 208.19 feet, having a radius of 350.00 feet and a central angle of $34^{\circ}04'50''$ and being subtended by a chord which bears North $81^{\circ}25'59''$ West 205.13 feet to an iron pin new, (a $\frac{1}{2}$ " rebar capped DBS & Associates);

Thence South $81^{\circ}03'04''$ West, a distance of 92.45 feet to an iron pin new, (a $\frac{1}{2}$ " rebar capped DBS & Associates), said pin being the northwestern corner of said WKB Properties property, said pin also being on the northeastern right of way of said Interstate 24, said pin also being the southwestern corner of the herein described parcel;



Old Republic National Title Insurance Company

SCHEDULE A

File/Order Number: PROJEAGLE

Thence leaving said northern boundary line and with said right of way the following eleven (11) calls, **North 36°42'15" West, a distance of 272.27 feet** to a concrete right of way marker found;

Thence North 35°42'38" West, a distance of 540.86 feet to a concrete right of way marker found;

Thence North 31°41'24" West, a distance of 604.44 feet to a concrete right of way marker found;

Thence North 21°18'09" West, a distance of 635.75 feet to a concrete right of way marker found;

Thence North 22°37'39" West, a distance of 773.09 feet to a concrete right of way marker found;

Thence North 24°28'48" West, a distance of 493.44 feet to an iron pin found, (a ¾" rebar);

Thence North 24°27'01" West, a distance of 313.46 feet to a concrete right of way marker found;

Thence North 28°32'42" West, a distance of 806.39 feet to a concrete right of way marker found;

Thence North 29°49'07" West, a distance of 402.93 feet to a concrete right of way marker found;

Thence North 32°01'26" West, a distance of 907.02 feet to a concrete right of way marker found;

Thence North 32°01'26" West, a distance of 31.34 feet to a fence post found, said fence post being the southeastern corner of the Web Development property as recorded in ORV 1266, page 2451 ROMCT, said fence post also being a corner of the herein described parcel;

Thence leaving the right of way of said Interstate 24 and with the eastern boundary line of said Web Development Property, **North 08°03'27" East, a distance of 1178.57 feet** to an iron pin found, (a ½" rebar disturbed), said pin being the northeastern corner of said Web Development property, said pin also being the southeastern corner of said John C Hadley property;

Thence with the eastern boundary line of said John C Hadley property, **North 08°03'27" East, a distance of 269.83 feet** to the Point of Beginning, said parcel containing 20,407,378.8 Square feet or 468.49 Acres, more or less.

Together with and subject to all right of ways, easements, covenants, and conveyances of record and not of record.

Being a portion of the same realty conveyed to The Industrial Development Board of the County of Montgomery, Tennessee, in Official Record Book Volume 833, Page 2853; Official Record Book Volume 1075, Page 2964; Official Record Book Volume 1075, Page 2972; Official Record Book Volume 1185, Page 387; Official Record Book Volume 654, Page 2057; Official Record Book Volume 833, Page 2856; Official Record Book Volume 834, Page 1110, in the Register's Office for Montgomery County, Tennessee.



Old Republic National Title Insurance Company

**SCHEDULE B
PART I - REQUIREMENTS**

File/Order Number: PROJEAGLE

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
 - a. Copy of Board Minutes for IDB authorizing the purposed transaction.
 - b. Option Agreement by and between The Industrial Development Board of the County of Montgomery, Tennessee, and TBD. {Project Eagle}
 - c. Memorandum of Ground Lease by TBD {Project Eagle}
 - d. Termination of Option Agreement by and between IDB and Pannatoni Development Company, Inc. dated December 12, 2008.
4. You will tell us in writing the name of anyone not referred to in this commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.



Old Republic National Title Insurance Company

**SCHEDULE B
PART II - EXCEPTIONS**

File/Order Number: PROJEAGLE

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Any discrepancies, conflicts, easements, boundary line disputes, encroachments or protrusions, or overlapping of improvements which would be disclosed by an inspection and accurate survey of the premises.
2. Rights and claims of parties in possession.
3. Mechanics', Contractors', or Materialmen's liens and lien claims, if any, where no notice thereof appears on record.
4. Any facts, rights, interests or claims which are not shown by the public record, but which could be ascertained by an inspection of the land or by making inquiry of person(s) in possession thereof.
5. Liens, encumbrances, or claims thereof, which are not shown by the public record.
6. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
7. General or special taxes and assessments required to be paid in the year 2013 and subsequent years.
8. If improvements are completed after January 1 of any year, the Law requires supplemental assessments for the year in which the improvements are completed as defines by Statute. The Company assumes no liability for taxes assessed by correction pursuant to the provisions of TCA 67-5-603.
9. Restrictions of record in Official Record Book Volume 1183, Page 1313, as amended in Official Record Book Volume 1534, Page 305, in the Register's Office for Montgomery County, Tennessee.
10. Dedication of International Boulevard Extension of record in Plat Book F, Page 434, in the Register's Office for Montgomery County, Tennessee.
11. Agreement for Dedication of Easement to City for sanitary sewer, water and/or natural gas of record in Official Record Book Volume 1032, Page 310, and Official Record Book Volume 1535, Page 1514, in the Register's Office for Montgomery County, Tennessee.
12. Agreement for Dedication of Easement for Right of Way of record in Official Record Book Volume 1148, Page 2070; and Official Record Book Volume 1148, Page 2073, in the Register's Office for Montgomery County, Tennessee.
13. Agreement for the Extension of Time for Construction of Rail Easement of record in Official Record Book Volume 1474, Page 893, in the Register's Office for Montgomery County, Tennessee.



Old Republic National Title Insurance Company

**SCHEDULE B
PART II - EXCEPTIONS**

File/Order Number: PROJEAGLE

14. Amoco Pipeline Easement of record in Official Record Book Volume 241, Page 1073, in the Register's Office for Montgomery County, Tennessee.
15. No insurance is afforded as to the exact amount of acreage and/or square footage contained in the property described herein.
16. Any such facts depicted on a current and accurate survey by a Tennessee Licensed Surveyor.

MJE: mye

EXHIBIT C

Site Drawings

1	EXISTING 1/4" TOWN	1	1/4" TOWN
2	EXISTING 1/4" TOWN	2	1/4" TOWN
3	EXISTING 1/4" TOWN	3	1/4" TOWN
4	EXISTING 1/4" TOWN	4	1/4" TOWN
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6	EXISTING 1/4" TOWN	6	1/4" TOWN
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96	EXISTING 1/4" TOWN	96	1/4" TOWN
97	EXISTING 1/4" TOWN	97	1/4" TOWN
98	EXISTING 1/4" TOWN	98	1/4" TOWN
99	EXISTING 1/4" TOWN	99	1/4" TOWN
100	EXISTING 1/4" TOWN	100	1/4" TOWN

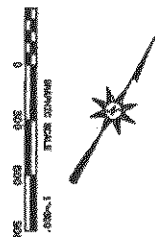
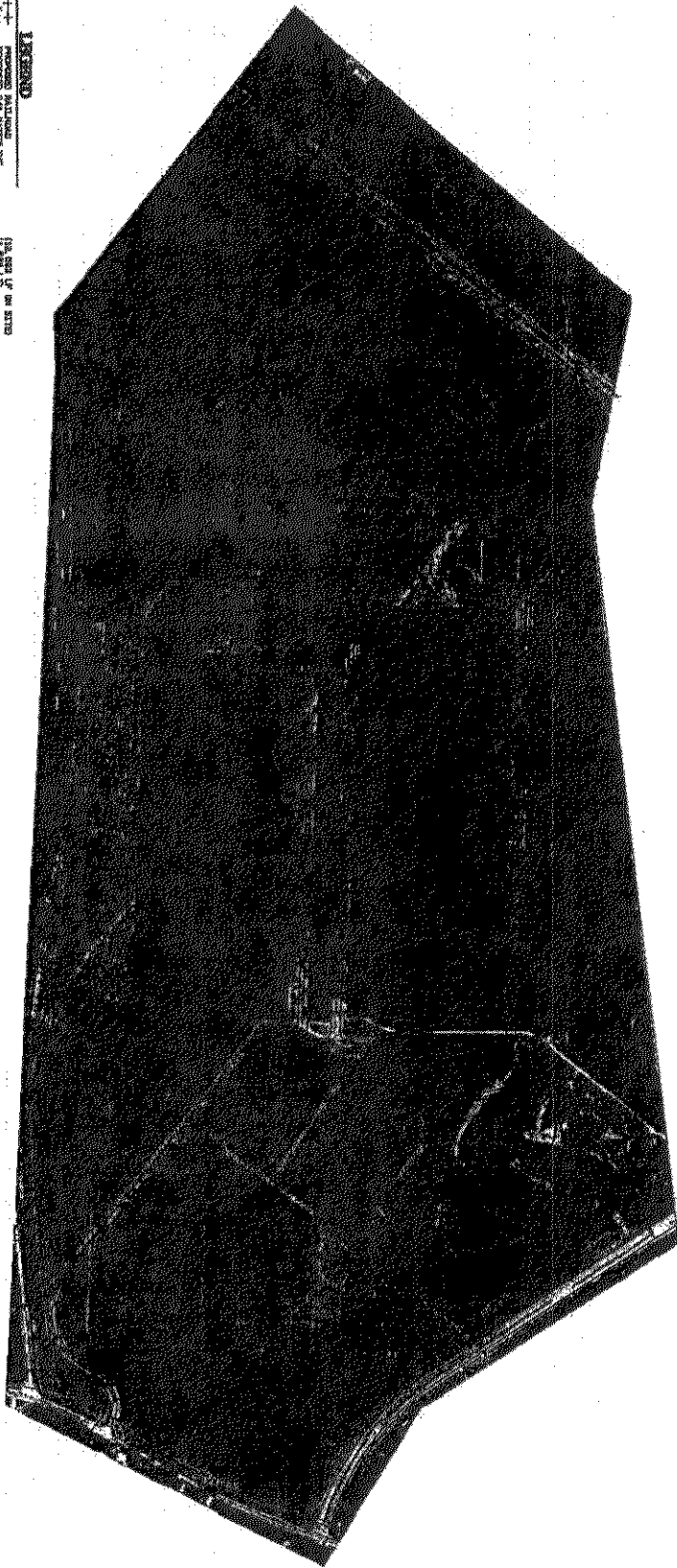


EXHIBIT D

Site Preparation Work

EXHIBIT D

Site Preparation Work

The "pad-ready" Project Site will include the following improvements as shown on the Preliminary Site Plan attached hereto as Exhibit D-1 and as summarized on the Cost Estimate attached hereto as Exhibit D-2:

- 1) Grading and compaction for all building pads to handle building designs to be submitted by the Company
- 2) Rough grading of remainder of Project Site
- 3) Grading and installation of drainage retention facilities to tie into the Park detention basin plans, with substantially all detention basins to be located outside of the Project Site.
- 4) Grading and compaction of internal roads and parking areas to sub-grade level
- 5) Installation of railroad spur lines from north side of International Boulevard through Project Site.
- 6) Installation of water, sanitary sewer and gas lines
- 7) Installation of 161 Kv power line and electric substation, with agreements entered to initiate this process by November 15, 2013, and completion of power line and substation by May 1, 2015
- 8) Design and construction management services for all of above
- 9) Additional geotechnical exploration and assessment of the final site preparation, foundation and pavement design of the Project by a geotechnical engineering firm acceptable to the Company, once the Company finalizes building locations and loading conditions for the Project and such additional work to permanently correct any karst features or other geotechnical issues on the Project Site that are identified in the final geotechnical report or otherwise to finalize the preparation of the Project Site or in connection with the construction of the Project in accordance with the Company's final plans for the Project
- 10) Includes permitting and tap fees for all anticipated construction by the State and the Company for Phase I of the Project
- 11) Combined Fire and EMS station within the Park on or before 1/1/2016.
- 12) Includes any required wetlands mitigation

Delivery Deadlines (assuming 10-year average weather conditions):

- A) The State will use its reasonable efforts to complete all Site Preparation Work as promptly as possible.
- B) Provided the Company provides 75% complete building plans by 12/31/2013:
 - (i) the State and IDB agree to provide by 8/31/2014 the completed building pads for the following areas as cross-hatched on Exhibit D-1:
 - a) production building 1
 - b) utility buildings
 - c) parking area for the stockyard
 - d) construction access roadway from International Boulevard
 - e) Training Center (unless determined to be located off-site)
 - f) construction staging area(such being referred to as the "Initial Site Preparation Work"); and
 - (ii) the remaining portion of the Site Preparation Work by 12/31/2014, except:
 - a) the Fire/EMS Station within the Park shall be completed on or before 1/1/2016
 - b) the railroad spur will be completed on or before 1/1/2016

EXHIBIT D-1

Preliminary Site Plan

EXHIBIT D-2

Cost Estimate

11342762v1 26573-0002

EXHIBIT D-2

Site Preparation Work: Estimated Costs

	Building Pad	Spring Time Line
Site Preparation ¹		
Permitting	\$ 175,000	\$ 175,000
Development & preparation of construction documents to permit and construct	\$ 678,000	\$ 678,000
Up-date rail design to site	\$ 60,000	
Rail design on site ²	\$ 239,267	
Construction administration & management	\$ 802,000	\$ 401,000
Pad ready 300 acre ³	\$ 8,100,000	\$ 5,670,000
Rough Grading ⁴	\$ 2,028,000	\$ 1,419,600
Total Cost Estimate of Site Preparation	\$ 12,082,267	\$ 8,343,600

	Linier Feet	\$ per Linier Foot ⁵	Building Pad	Spring Time Line
Building Pad Utilities				
10"/ 12" ductile Water main line	2,188	\$ 100	\$ 218,800	
6" Water	2,569	\$ 55	\$ 141,295	
24" Water line fire water south	1,585	\$ 200	\$ 317,000	
10" Gravity Sewer Main	4,629	\$ 75	\$ 347,175	
8" Sewer line	1,953	\$ 100	\$ 195,300	
6" Sewer line	561	\$ 75	\$ 42,075	
2" Gas Line	2,807	\$ 75	\$ 210,525	
6" Gas Line	4,398	\$ 75	\$ 329,850	
Total Cost Estimate of Building Pad Utilities			\$ 1,802,020	

			Building Pad	Spring Time Line
Rail to Site				
Water retention work ⁶			\$ 1,300,100	\$ 1,300,100
	Feet/Quantity	Cost Per		
Rail to north boarder of site (Proj A)	5,870	\$ 250	\$ 1,467,500	\$ 1,467,500
Rail bed grading and preparation	5,870	\$ 130	\$ 763,100	\$ 763,100
Turn out/ switches 2 on line to site, 5 to site	7	\$ 70,000	\$ 490,000	\$ 140,000
Road Crossings and signalization			\$ 975,000	\$ 975,000
Rail from site boundry to building Proj B	12,593	\$ 250	\$ 3,148,250	
Total Cost Estimate for Rail to Site			\$ 8,143,950	\$ 4,645,700

¹ Site development for 300 acre pad ready (Buildings mfg 2.4mil sq ft & TC HQ R&D area and proving track) 268.13 ruff grading)TDOT bonds Hwy rail

² Rail design estimate for 12,593 ft at \$19 per foot

³ Pad ready costs for 300 acres at \$27,000 per acre

⁴ Rough grading costs for 169 acres at \$12,000 per acre

⁵ Price per linier foot provided by Clarksville Gas and Water Department

⁶ Water retention rerouted to retention area in the park and the size

EXHIBIT D-2

Site Preparation Work: Estimated Costs

Electric Power Supply

	Building Pad	Spring Time Line
Power Transmission: 161 Kv Build-out	\$ 4,000,000	\$ 2,500,000
TVA Reimbursement ⁷	\$ (1,500,000)	
Substation estimate enhanced 10-02-13 ⁸	\$ 5,800,000	
Cost Estimate of Electric Power Supply	\$ 8,300,000	\$ 2,500,000

Other Costs

	Building Pad	Spring Time Line
Cost Estimate of Grant Administration	\$ 25,000	\$ 10,000
Cost of Firehouse Facility in Business Park	\$ 800,000	
Stream & Wetland mitigation	\$ 980,200	
Roads	\$ 2,000,000	
Other Estimated Costs	\$ 3,805,200	\$ 10,000

Total Estimated Costs

	Building Pad	Spring Time Line
	\$ 34,133,437	\$ 15,499,300

⁷ After the Company enters into a power service agreement with CEMC, TVA will reimburse CEMC up to \$1.5 million for the cost of power transmission infrastructure upon its completion.

⁸ 161kV→6.6kV Substation Assumptions for Cost Estimate

- Assumed 3-30MVA power transformers (capable of 40MVA & 50MVA using FA ratings)
- Assumed that 4 breakers would be constructed to serve the load.
- Assumed that the land for the substation didn't need any extra ordinary site preparation.
- Assumed that the land for the substation was currently owned/available and no additional property
- Assumed projected load to be 13MW in Phase I; 25MW in Phase II; & 50MW in future load.
- Estimate does not include any transmission costs.
- Estimated construction cost for this proposed substation is between \$4.3-4.8 million.

EXHIBIT E

Final SM&E Geotechnical Report

Prepared for
Montgomery County Industrial
Development Board
25 Jackson Street
Clarksville, Tennessee 37040
Southern Industrial Park

Abstract: This
investigation was
designed to determine
the geologic, hydrologic,
and structural integrity of the
area and to provide a
basis for the design and
construction of the
industrial park.

REPORT OF PRELIMINARY KARST ASSESSMENT

Project Eagle
Montgomery County Industrial Park
International Boulevard
Clarksville, Tennessee
S&ME Project No. 1471-13-196
August 14, 2013



Geological Engineering, Inc.
11111 Highway 100, Suite 200
Clarksville, Tennessee 37040
Phone: 615-241-0800
Fax: 615-241-0801
www.sandme.com



August 14, 2013

Montgomery County Industrial Development Board
25 Jefferson Street
Clarksville, Tennessee 37040

Attention: Mr. Mike Evans

SUBJECT: **REPORT OF PRELIMINARY KARST ASSESSMENT**
Project Eagle
Montgomery County Industrial Park
International Boulevard
Clarksville, Tennessee
S&ME Project No. 1471-13-196

Dear Mr. Evans:

S&ME, Inc. (S&ME) is pleased to submit the following *Report of Preliminary Karst Assessment* performed for the subject project. Our services were provided in general accordance with our Proposal No. 7113234, Revision 1, dated July 26, 2013, as authorized by Mike Evans of the Montgomery County Industrial Development Board. This report summarizes our understanding of the project and the subsurface conditions encountered; and presents our conclusions and site assessment. We appreciate the opportunity to be of continued service to the Montgomery County Industrial Development Board. Please contact us with questions regarding this report, or if we may be of further assistance.

Sincerely,
S&ME, Inc.

Kevin D. Hon, P.G.
Project Geophysicist

Jeffrey A. Doubrava, P.E.
Engineering Department Manager/
Senior Engineer
TN Reg. No. 114351

TABLE OF CONTENTS

1. INTRODUCTION	1
1.1 ... PURPOSE	1
1.2 ... PROJECT INFORMATION	1
1.3 ... SCOPE OF STUDY AND REPORT FORMAT	2
2. EXPLORATION AND TESTING PROGRAMS.....	2
2.1 ... BORING LOCATION AND GEOPHYISCAL SURVEY LINE LAYOUT	2
2.2 ... GEOPHYSICAL SURVEY	2
2.2.1 Methodology	2
2.2.2 Field Testing	3
2.3 ... TEST BORINGS	3
2.4 ... SAMPLE CLASSIFICATION	4
3. SITE and GEOLOGIC CONDITIONS.....	4
3.1 ... SITE CONDITIONS	4
3.2 ... GEOLOGIC CONDITIONS	4
3.2.1 Cultivated Materials	4
3.2.2 Residual Materials	5
4. GEOPHYSICAL RESULTS.....	5
4.1 ... Geophysical Limitations	6
5. SUBSURFACE CONDITIONS.....	6
5.1.1 Cultivated Materials	6
5.1.2 Residium	6
5.1.3 Subsurface Water	6
5.1.4 Boring Termination	6
5.1.5 General	7
6. SITE ASSESSMENT.....	7
7. LIMITATIONS.....	7

Appendix

Test Location Plan

2D ERI Profiles

Legend to Soil Classification and Symbols

Boring Logs

1. INTRODUCTION

1.1 PURPOSE

The purpose of this preliminary karst assessment was to explore subsurface conditions within about 198 acres of the subject property to discuss the potential of encountering karst features within the planned building areas. This report provides the following:

- A summary of the project information.
- A summary of current site conditions, topography, and area geology.
- A summary of field test procedures, including general discussion of the geophysical theory, equipment, data collection, data processing, and interpretation.
- *Test Location Plan* depicting the approximate location of each test boring and geophysical survey.
- Boring logs for each soil test boring.
- Two dimensional cross sections of the ERI measurements.
- Site Assessment.

1.2 PROJECT INFORMATION

Project information was provided through several telephone conversations and e-mails between Mr. Mike Evans of the Montgomery County Industrial Board, Mr. David Smith, P.E. of DBS & Associates Engineering, Inc. (DBS), Mr. Barry Cleveland, P.G. of S&ME, and Mr. Jeff Doubrava, P.E. of S&ME. We've been provided with the following documents:

- *Boring Location Map*, undated as prepared by DBS.
- *Project Eagle – Option A*, dated July 17, 2013 as prepared by DBS.
- Untitled, undated plan depicting the location of 26 borings in the north corner of the building footprint.

Additionally, we were provided several previous preliminary geotechnical reports for the subject property. We were informed that S&ME is not allowed to rely on the provided data. Therefore, the provided information has not be incorporated into this assessment.

We understand about 500 acres within the Montgomery County Industrial Park is being considered for an industrial development. The parcel is situated northwest of the International Boulevard and Rossview Road in Clarksville, Tennessee. Project plans are in the preliminary stages, but we understand a footprint encompassing about 198 acres (roughly 2,625 feet by 3,280 feet) has been established in the southwest portion of the site for manufacturing facilities and parking areas. Additionally, we understand three smaller buildings are earmarked at the east side of the site. A Tennessee Valley Authority (TVA) transmission line easement crosses through the eastern third of the parcel. Most of the parcel is currently being used for agricultural purposes with smatterings of mature trees around the perimeter and along internal fence lines.

We have been requested to provide a preliminary karst assessment on the subject property, more specifically related to the potential of encountering karst features within

the planned building areas encompassing about 198 acres. Additionally, we were requested to drill up to 15 test borings on a 200-foot by 200-foot grid near the north corner in conjunction with the geophysical survey as this has been deemed a critical area where the concentration of heavy loads is most likely to occur; no loading has been provided.

1.3 SCOPE OF STUDY AND REPORT FORMAT

This assessment included a site reconnaissance, field testing, and engineering analysis. The following sections of this report present discussions of the field exploration program, site conditions, conclusions and our assessment. Following the text of this report, figures, and boring logs are provided in the Appendix.

The scope of services did not include an environmental assessment for determining the presence or absence of wetlands, or hazardous or toxic materials in the soil, bedrock, surface water, or subsurface water. Any statements in this report or on the test pit records regarding odors, colors, and unusual or suspicious items or conditions are strictly for informational purposes.

2. EXPLORATION AND TESTING PROGRAMS

2.1 BORING LOCATION AND GEOPHYSICAL SURVEY LINE LAYOUT

Members of our engineering staff established the boring locations and geophysical survey lines utilizing provided site plans, Google Earth aerial images, and a hand held global positioning system (GPS). Each location was identified with a wooden stake and flagging. Several of the staked locations were cross referenced by estimating right angles and measuring or pacing distances from readily identifiable site features (i.e. property corners, fence lines, etc.). The *Test Location Plan* in the Appendix shows the approximate test boring locations. Ground surface elevations at each boring location and along each geophysical run will be interpolated based on the provided topographic information and/or Google Earth topographic data. Based on the methods used to establish the location and ground surface elevations of each boring and geophysical survey line, the information should be considered approximate. Should more precise location information be required, we recommend DBS be retained to obtain this information.

2.2 GEOPHYSICAL SURVEY

2.2.1 Methodology

The most commonly used geophysical method for investigating karst features is electrical resistivity imaging (ERI) and the ERI method can also be used to map the top of bedrock in certain geologies. ERI surveying is an active geophysical technique that involves the introduction of a known amount of current into the ground and measuring the earth's response in order to identify variations in subsurface electrical potentials. By introducing a known amount of current into the ground, the measured voltage potential at the surface is used to calculate the resistivity of a particular volume of earth.

ERI methods typically require that a series of small current and potential electrodes be pushed into the ground in various configurations. The electrodes are connected to a transmitter/recording instrument that generates the induced current and stores the measurements for later processing and analysis. The configuration of the electrodes (array) is dependent on the objectives of the investigation (e.g., vertical soil and bedrock profiling, cavity detection, contaminant mapping, or fracture mapping). ERI measurements are acquired from the voltage potential difference measured between two electrodes; soil included between the electrodes is essentially averaged. Actual resistivities are then estimated through data inversion processes.

The resistivity of materials partially depends on the substance filling its pore or void space. If a cavity or fracture is air-filled, a highly resistive anomaly within the limestone unit is expected. If water- or clay-filled, an anomaly more conductive than the limestone unit is expected. Natural variations in porosity and grain size distribution can also cause such anomalies. Clayey soils result in lower resistivity (higher conductivity) readings, while dry sands and competent limestone units exhibit higher resistivity values. Resistivity anomalies can be further characterized with knowledge of the local geology and through drilling at anomalous locations.

2.2.2 Field Testing

Between August 5, 2013 and August 8, 2013, S&ME performed ERI measurements at the site to help characterize lateral changes in subsurface materials and to identify potential karst features such as cavities, abrupt changes in the interpreted bedrock surface (i.e., slots), etc. The ERI survey was performed in general accordance with ASTM D6431, *Standard Guide for using the Direct Current Resistivity Method for Subsurface Investigation*.

S&ME used an Advanced Geosciences Incorporated (AGI) Sting R8/IP configured with up to 84 electrodes for the ERI investigation. ERI data was collected along a total of thirteen lines ranging between 630 feet and 3,770 feet as shown in Figure 6. Electrodes were spaced at 10 feet intervals. In addition, the size of the exploration limits required the use of the "roll-along" method for lines over 415 feet. Roll-along is a method where the first string of electrodes is relocated to the end of the original line and data are reacquired. This process is repeated until the desired line length has been analyzed. Two-dimensional profiles were processed using AGI's EarthImager 2D software and are located in Figures 2 through 6. For data presentation purposes, Lines 1, 2 and 3 were broken up into two overlapping lines (Line 1A, 1B, 2A, etc.; Figures 2 through 4). Elevations interpolated from Google Earth were considered in our analysis. Since land surveying methods were not employed for this study, the elevations depicted on the attached drawings are considered to be approximations.

2.3 TEST BORINGS

The subsurface conditions were explored with 32 soil test borings, labeled as 13-1 through 13-32. Each test boring was completed in general accordance with the *Standard Test Method for Standard Penetration Test (SPT) and Split-Barrel Sampling of Soils* (ASTM D1586). Borings 13-1 through 13-15 were advanced between July 30 through

August 2, 2013 by mechanically twisting 2 ¼ inch inside diameter hollow stem augers into the soil with a CME 45 track mounted drilling rig operated by subcontracted drilling personnel. Borings 13-16 through 13-27 were advanced between August 6 through 12, 2013 by mechanically by twisting 3 ¼ inch inside diameter hollow stem augers into the soil with a CME 550X all-terrain carrier mounted drill rig operated by S&ME personnel. Soil samples were obtained at the ground surface and at 5-foot intervals with a standard 1.4 inch inside diameter (ID), 2-inch outside diameter (OD) split-spoon sampler. The sampler was first seated 6 inches and then driven an additional foot with blows of the 140-pound hammer falling 30 inches.

The number of hammer blows required to drive the sampler the final foot was recorded and is designated the "standard penetration resistance" with units of blows per foot (bpf). An automatic trip drop hammer was used for the standard penetration resistance testing. The automatic hammer has a higher efficiency than a manual hammer, and thus yields lower standard penetration resistance values. We recognize this reduction and compensate for it in our evaluation. Upon completion of drilling and sampling, the boreholes were backfilled with soil cuttings and borehole closure devices.

2.4 SAMPLE CLASSIFICATION

The soil samples obtained during our field activities were returned to our laboratory and visually classified by our engineering staff in general accordance with the *Standard Practice for Description and Identification (Visual-Manual Procedure)* (ASTM D 2488). Soil consistency was based on correlations with Standard Penetration Tests (SPT) values and visual/manual procedures. Select samples were subjected to a pocket penetrometer test; the test results are listed on the boring logs.

3. SITE AND GEOLOGIC CONDITIONS

3.1 SITE CONDITIONS

The subject site is located northwest of the intersection of International Boulevard and Rossvie Road in Clarksville, Tennessee. Furthermore, the site is bordered to the west by the west bound lane of Interstate 24. A majority of the site is being used for agricultural purposes. Approximately 35 acres in the west central portion of the building are covered with dense trees and underbrush. A smattering of trees along fence lines was observed. Topographically, the site is comprised of gently rolling hills that slope away from a high spot of about Elevation 580 feet near the south central portion of the site. Topographic relief across proposed development is on the order of about 40 feet.

3.2 GEOLOGIC CONDITIONS

3.2.1 Cultivated Materials

Cultivated materials are derived from farming or forestry activities where the upper 1 to 2 feet are plowed, harrowed, or turned over seasonally for planting. These materials are generally similar in composition to the residual materials below them, with the exception they typically contain more silt or sand and may contain significant organics. They are typically moisture sensitive and can be difficult to properly compact during grading

operations. The engineering properties of cultivated materials are usually poor and can vary significantly depending on their depth, organic content, and moisture content.

3.2.2 Residual Materials

The Tennessee Division of Geology geologic map of the Clarksville, Tennessee quadrangle (dated 1973) indicates this particular site is underlain by the Mississippian-aged St. Louis Limestone Formation. This formation is typically a light olive to dark gray, very fine to medium-grained, medium to thick-bedded, fossiliferous limestone containing numerous chert stringers and nodules. The formation also contains beds of dolomitic siltstone. Soil formed by the solution weathering of the parent formation normally consists of reddish-brown silty clay of low to moderate plasticity with occasional zones of high plasticity. Often bands of partially and unweathered chert exist within the overburden soil.

Solution weathering advances along cracks in the bedrock resulting in a very irregular soil/rock contact with soil slots extending into the rock mass and more resistant rock pinnacles protruding into the overburden soils. The St. Louis Limestone Formation is considered to be a highly active karst formation. A certain degree of risk with respect to sinkhole formation and subsidence should be considered with any site located within geologic areas underlain by potentially soluble rock units. *We did not observe any readily identifiable signs of typical karst activity during our field activities.*

4. GEOPHYSICAL RESULTS

The ERI results depicted in Figures 2 through 6 indicate a varying resistivity contrast across the surveyed area. The profiles generally show a thin conductive upper layer with values typically below 100 ohm-meters (Layer 1), a second more resistive layer that is typically between 100 and 600 ohm-meters (Layer 2), a third conductive layer generally below 200 ohm-meters (Layer 3) and a fourth resistive layer generally between 300 to 3,000 ohm-meters (Layer 4).

Based on draft boring logs, Layers 1, 2 and 3 generally correspond to lean clay (CL) with Layer 2 consisting of more abundant chert. Layer 4 is associated with limestone bedrock where the relatively lower resistivities are most likely related to weathered limestone and the higher resistive areas within the layer may be associated with either more competent bedrock or air-filled fractured/vuggy limestone. Competent/crystalline limestone is very resistive and air has an infinite resistivity which can therefore also increase the resistivity values within a data profile. The interpreted layer surfaces are highlighted in Figures 2 through 6.

In addition, five anomalous subsurface features were identified in the ERI data; Lines 1B, 2B, 3B, 6 and 7 (Figures 2, 3 and 5). The ERI anomalies are characterized by zones of very high conductivity that translate into each of the four layers. As each of the anomalies occurs where the ERI profile crosses the main gravel road, we anticipate these anomalies may be associated with noise generated by an underground power line and not a discontinuity in the bedrock. Borings 13-22 and 13-32 were performed in the general vicinity of the anomalies along Lines 1 and 2; the encountered materials and auger refusal

levels were similar to those encountered across the rest of the site.

4.1 Geophysical Limitations

The geophysical method used for this survey has inherent limitations and site features which can cause interference. Site metallic features (e.g., fences, utilities, etc.) and overhead transmission lines can produce false responses in the data. Regardless of the thoroughness of a geophysical study, there is always a possibility that actual conditions may not match the interpretations. The results should be considered accurate only to the degree implied by the method used and the method's limitations and data coverage. Accordingly, the possibility exists that not all geologic features at a project site will be located due to either subsurface soil conditions or the occurrence of features outside the lateral limits and below the depth of penetration of the methods used. The location and/or determination (or the lack thereof) of features is based on our review of provided information and of the geophysical survey. Under no circumstances does S&ME assume any responsibility for damages resulting from the presence of features that may exist but were not identified by our survey.

5. SUBSURFACE CONDITIONS

5.1.1 Cultivated Materials

Each boring initially penetrated up to 1 ½ feet of cultivated materials visually classified as lean clays with varying amounts of silt and organics. Standard penetration test (SPT) values in the fill were 3 to 18 blows per foot (bpf).

5.1.2 Residuum

Beneath the cultivated layer in each boring, residual soils visually classified as lean clays with varying amounts of chert were encountered. SPT values in the residual soils ranged from weight of hammer (WOH) to greater than 50 bpf (i.e. 50/2"). The weight of hammer (WOH) designation indicates the split spoon sampler was pushed through the desired interval under the weight of the drill rods without applying any blows from the 140 pound hammer.

5.1.3 Subsurface Water

Subsurface water was encountered in Borings 13-20, 21, and 22 at depths of 27 to 33 feet below the below ground surface at the time of drilling. Our field crews were interrupted several times due to heavy precipitation; some of the measured water in the boreholes may be a result of surface run-off into our boreholes. Subsurface water was not encountered in any of the other borings at the time of drilling. We note that groundwater levels fluctuate with seasonal and cyclical temperature and precipitation, and may be higher or lower at other times of the year.

5.1.4 Boring Termination

Each boring was terminated upon reaching auger refusal materials at depths of 28 to 51 feet below the ground surface.

5.1.5 General

The above subsurface descriptions are of a generalized nature to highlight the major subsurface stratification features and material characteristics. The boring logs included in the Appendix should be reviewed for specific information at individual test locations. The depth and thickness of the subsurface strata indicated on the boring logs were generalized from and interpolated between boring locations. The transition between materials may be more gradual than indicated on the boring logs. Information on actual subsurface conditions exists only at the specific boring locations and is relevant to the time the exploration was performed. Variations may occur and should be expected between boring locations. The stratification lines were used for our analytical purposes and, unless specifically stated otherwise, should not be used as the basis for design or construction cost estimates.

6. SITE ASSESSMENT

The site assessment presented in this report is based on the preceding project information, and the results of this exploration. Actual subsurface conditions may vary between the boring locations. Due to the preliminary nature of this evaluation, this report should not be used as the final geotechnical exploration for site preparation, foundation, and/or pavement design. S&ME will include the data obtained during this preliminary karst assessment in a final geotechnical exploration once building locations and loading conditions become formalized.

We did not encounter any readily identifiable signs of karst activity across the areas evaluated during this exploration. We note that karst activity can be triggered or initiated by changes in subsurface conditions such as grading, deep foundation installation, poor surface drainage or ponding, etc. These items should each be taken into consideration during plan development. Based on our experience with sinkhole remediation and the subsurface conditions encountered, if a karst feature would develop during grading and/or construction, we would anticipate it would be relatively small and easily repairable.

7. LIMITATIONS

This report has been prepared in accordance with generally accepted geotechnical engineering practice for specific application to this project. This report is for our geotechnical work only, and no environmental assessment efforts have been performed. The conclusions and recommendations contained in this report are based upon applicable standards of our practice in this geographic area at the time this report was prepared. No other warranty, express or implied, is made.

The analyses and recommendations submitted herein are based, in part, upon the data obtained from the exploration. The nature and extent of variations between the test pits will not become evident until construction. If variations appear evident, then we will re-evaluate the recommendations of this report. In the event that any changes in the nature, design, or location of the structure are planned, the conclusions and recommendations contained in this report will not be considered valid unless the changes are reviewed and conclusions modified or verified in writing.

For additional information regarding the use and limitations of this report, please read the *Important Information about your Geotechnical Engineering Report* document located at the end of this report.



Important Information About Your Geotechnical Engineering Report

Variations in subsurface conditions can be a principal cause of construction delays, cost overruns and claims. The following information is provided to assist you in understanding and managing the risk of these variations.

Geotechnical Findings Are Professional Opinions

Geotechnical engineers cannot specify material properties as other design engineers do. Geotechnical material properties have a far broader range on a given site than any manufactured construction material, and some geotechnical material properties may change over time because of exposure to air and water, or human activity.

Site exploration identifies subsurface conditions at the time of exploration and only at the points where subsurface tests are performed or samples obtained. Geotechnical engineers review field and laboratory data and then apply their judgment to render professional opinions about site subsurface conditions. Their recommendations rely upon these professional opinions. Variations in the vertical and lateral extent of subsurface materials may be encountered during construction that significantly impact construction schedules, methods and material volumes. While higher levels of subsurface exploration can mitigate the risk of encountering unanticipated subsurface conditions, no level of subsurface exploration can eliminate this risk.

Scope of Geotechnical Services

Professional geotechnical engineering judgment is required to develop a geotechnical exploration scope to obtain information necessary to support design and construction. A number of unique project factors are considered in developing the scope of geotechnical services, such as the exploration objective; the location, type, size and weight of the proposed structure; proposed site grades and improvements; the construction schedule and sequence; and the site geology.

Geotechnical engineers apply their experience with construction methods, subsurface conditions and exploration methods to develop the exploration scope. The scope of each exploration is unique based on available project and site information. Incomplete project information or constraints on the scope of exploration increases the risk of variations in subsurface conditions not being identified and addressed in the geotechnical report.

Services Are Performed for Specific Projects

Because the scope of each geotechnical exploration is unique, each geotechnical report is unique. Subsurface conditions are explored and recommendations are made for a specific project. Subsurface information and recommendations may not be adequate for other uses. Changes in a proposed structure location, foundation loads, grades, schedule, etc. may require additional geotechnical exploration, analyses, and consultation. The geotechnical engineer should be consulted to determine if additional services are required in response to changes in proposed construction, location, loads, grades, schedule, etc.

Geo-Environmental Issues

The equipment, techniques, and personnel used to perform a geo-environmental study differ significantly from those used for a geotechnical exploration. Indications of environmental contamination may be encountered incidental to performance of a geotechnical exploration but go unrecognized. Determination of the presence, type or extent of environmental contamination is beyond the scope of a geotechnical exploration.

Geotechnical Recommendations Are Not Final

Recommendations are developed based on the geotechnical engineer's understanding of the proposed construction and professional opinion of site subsurface conditions. Observations and tests must be performed during construction to confirm subsurface conditions exposed by construction excavations are consistent with those assumed in development of recommendations. It is advisable to retain the geotechnical engineer that performed the exploration and developed the geotechnical recommendations to conduct tests and observations during construction. This may reduce the risk that variations in subsurface conditions will not be addressed as recommended in the geotechnical report.

APPENDIX

Test Location Plan
2D ERI Profiles
Legend to Soil Classification and Symbols
Boring Logs

Legend: — Approximate ERI Survey Line
 ⊕ Approximate Boring Location
 *For Illustration Purposes
 Scale: NTS
 Source: Google Earth



Date:	8/13/13
Drawn By:	JAD
Checked By:	JAD

Figure 1

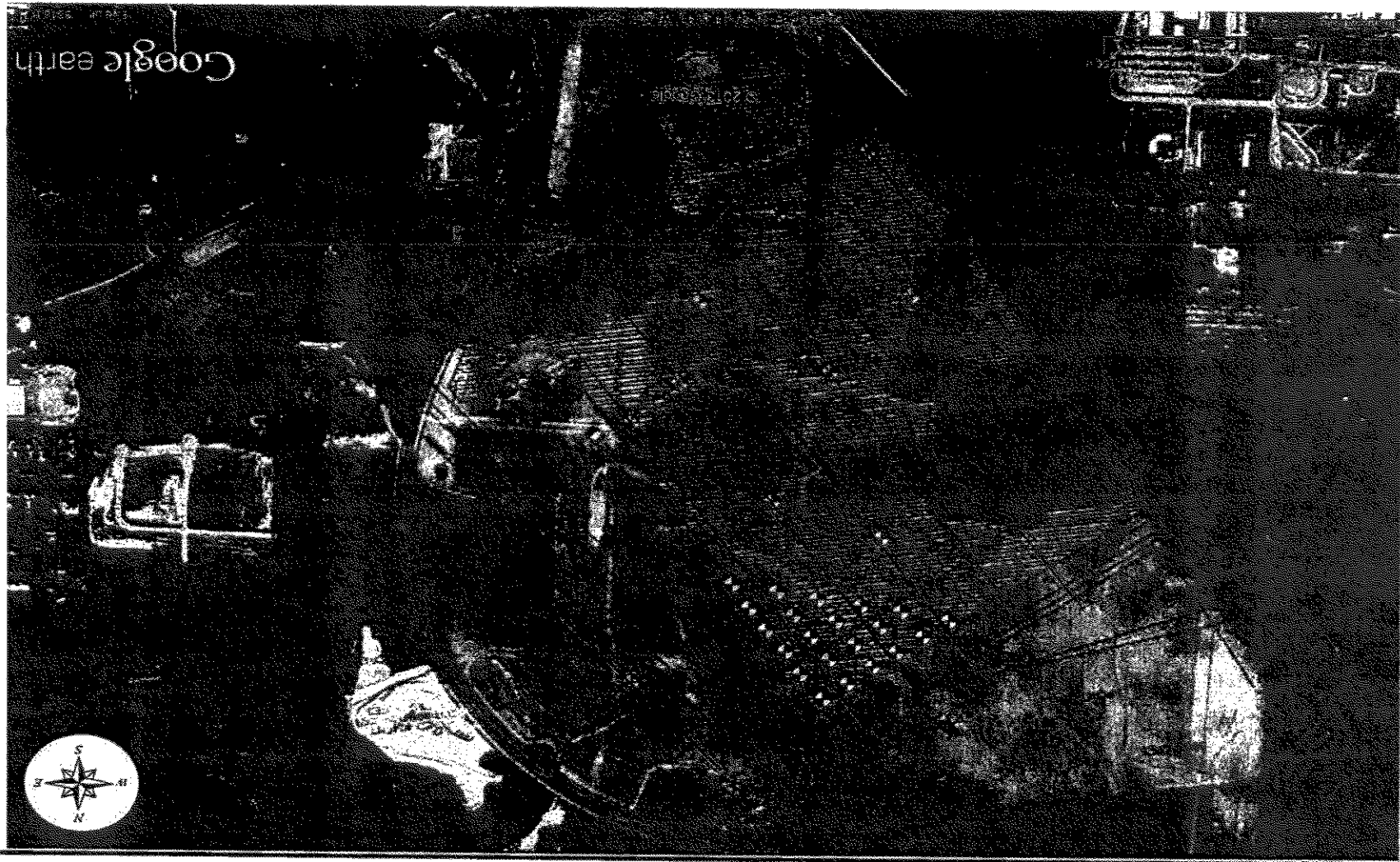
Test Location Plan

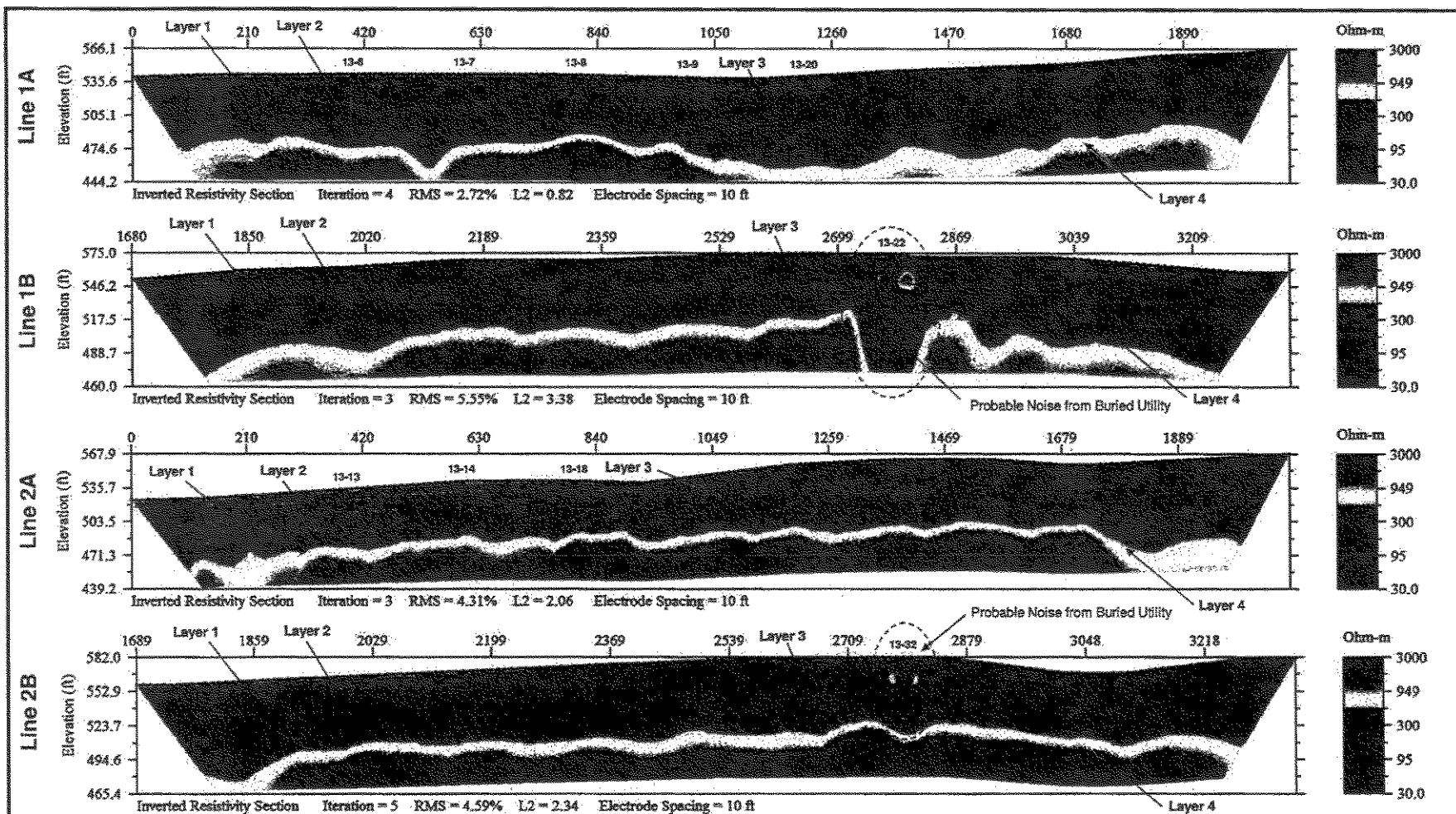
Project Eagle

Montgomery County Industrial Park

International Boulevard - Clarksville, Tennessee

S&ME Project No. 1471-13-196





SCALE: AS SHOWN

DRAWN BY: KDH

CHECKED BY: DDB

DATE: 8-7-13



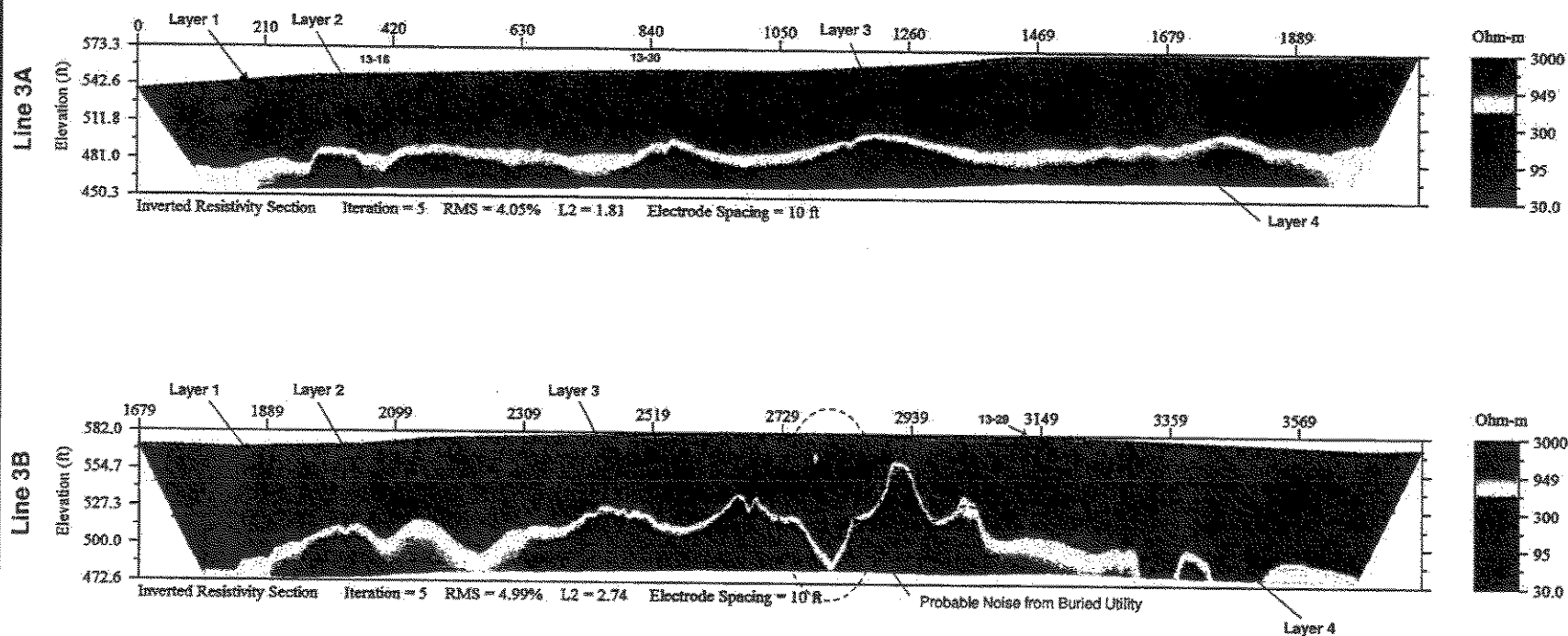
2D ERI PROFILES – LINES 1A, 1B, 2A AND 2B

Project Eagle
Clarksville, Tennessee

PROJECT NO.: 1471-13-196

FIGURE NO.

2



SCALE: AS SHOWN

DRAWN BY: KDH

CHECKED BY: DDB

DATE: 8-7-13



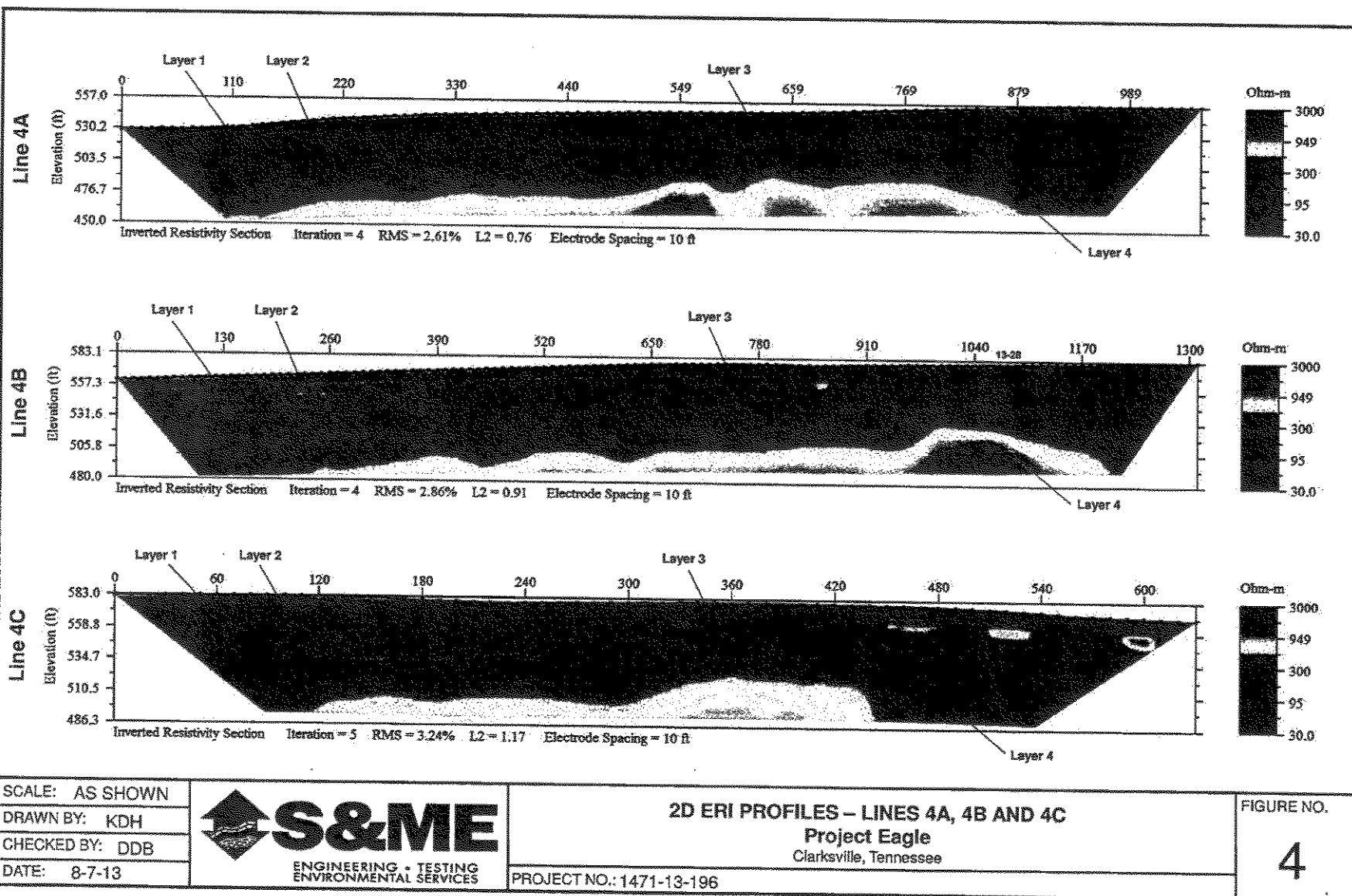
2D ERI PROFILES – LINES 3A, 3B, 4A AND 4B

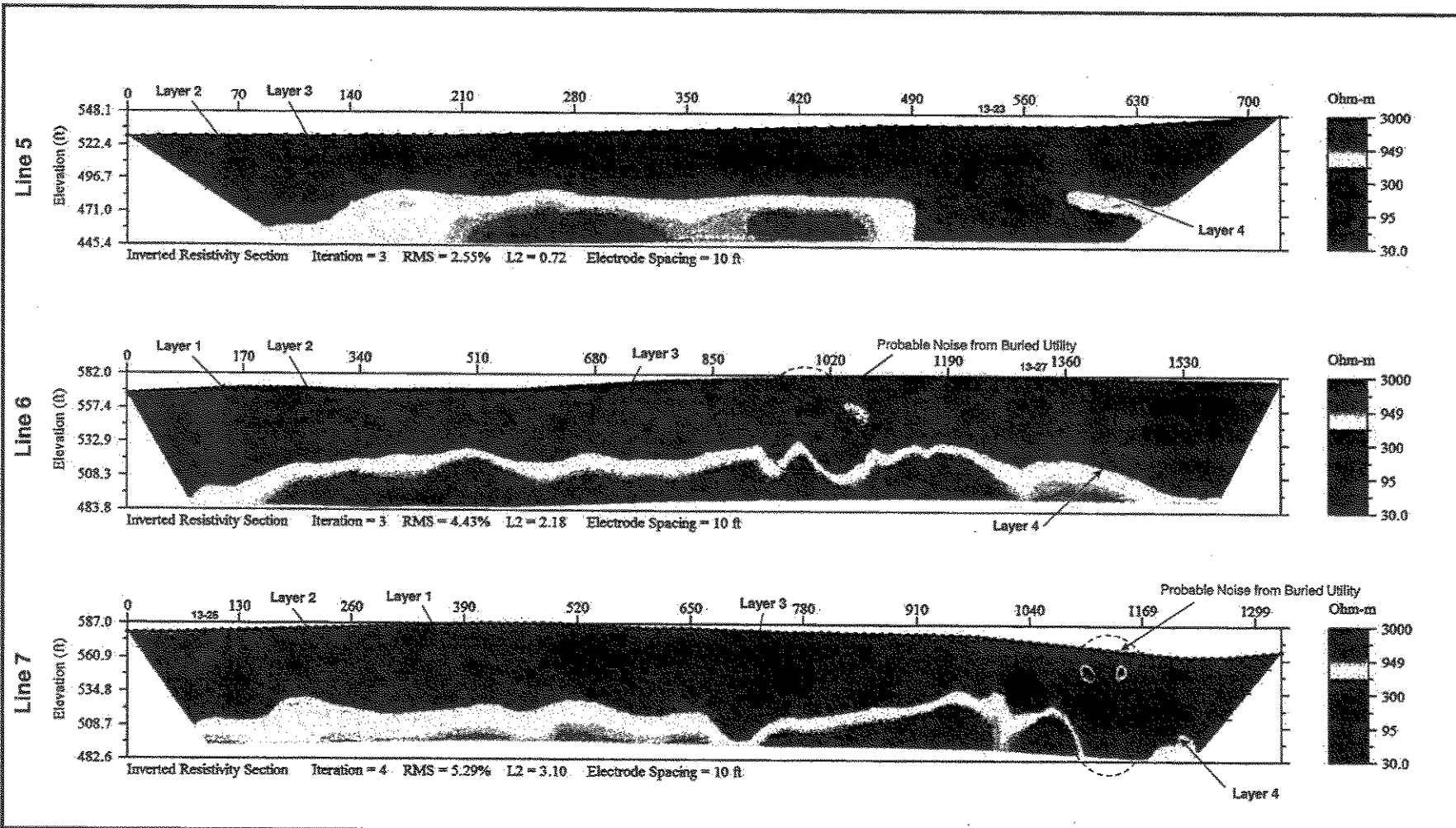
Project Eagle
Clarksville, Tennessee

PROJECT NO.: 1471-13-196

FIGURE NO.

3





SCALE: AS SHOWN

DRAWN BY: KDH

CHECKED BY: DDB

DATE: 8-7-13



2D ERI PROFILES – LINES 5, 6 AND 7

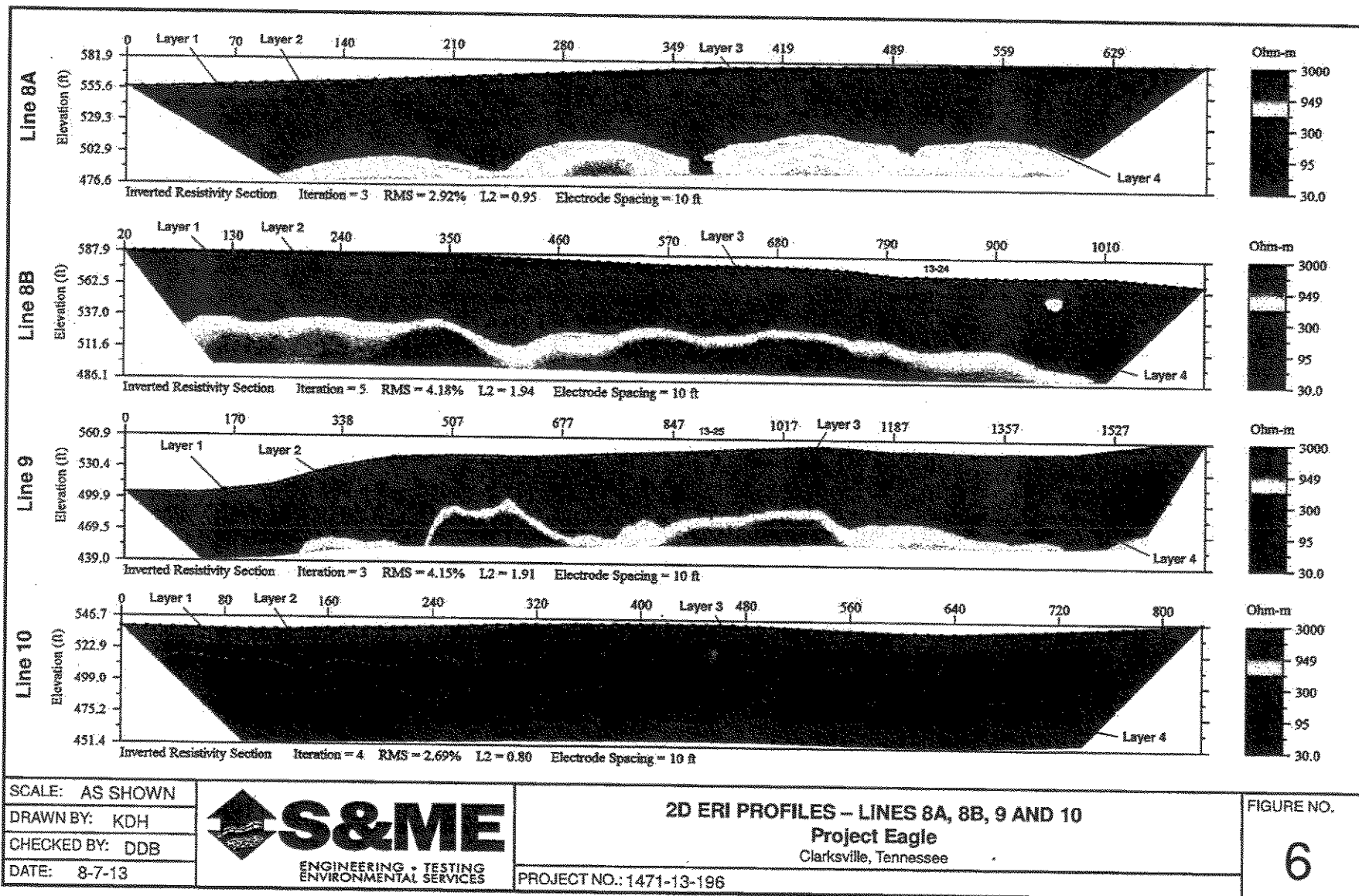
Project Eagle

Clarksville, Tennessee

PROJECT NO.: 1471-13-196

FIGURE NO.


















5



LEGEND TO SOIL CLASSIFICATION AND SYMBOLS




SOIL TYPES

(Shown in Graphic Log)

	Fill
	Asphalt
	Concrete
	Topsoil
	Gravel
	Sand
	Silt
	Clay
	Sandstone
	Silty Sand
	Interbedded Sandstone/Shale
	Shale
	Clayey Silt
	Sandy Clay
	Silty Clay
	Partially Weathered Rock
	Mine Spoil

WATER LEVELS

(Shown in Water Level Column)

	= Water Level At Termination of Boring
	= Water Level Taken After 24 Hours
	= Loss of Drilling Water
HC	= Hole Cave

CONSISTENCY OF COHESIVE SOILS

CONSISTENCY

Very Soft
Soft
Firm
Stiff
Very Stiff
Hard
Very Hard

STD. PENETRATION RESISTANCE BLOWS/FOOT

0 to 2
3 to 4
5 to 8
9 to 15
16 to 30
31 to 50
Over 50

RELATIVE DENSITY OF COHESIONLESS SOILS

RELATIVE DENSITY





Very Loose
Loose
Medium Dense
Dense
Very Dense

STD. PENETRATION RESISTANCE BLOWS/FOOT

0 to 4
5 to 10
11 to 30
31 to 50
Over 50

SAMPLER TYPES

(Shown in Samples Column)

	Shelby Tube
	Split Spoon
	Rock Core
	No Recovery

TERMS

Standard Penetration Resistance - The Number of Blows of 140 lb. Hammer Falling 30 in. Required to Drive 1.4 in. I.D. Split Spoon Sampler 1 Foot. As Specified in ASTM D-1586.

REC - Total Length of Rock Recovered in the Core Barrel Divided by the Total Length of the Core Run Times 100%.

RQD - Total Length of Sound Rock Segments Recovered that are Longer Than or Equal to 4" (mechanical breaks excluded) Divided by the Total Length of the Core Run Times 100%.



PROJECT: Project Eagle International Boulevard - Clarksville, Tennessee S&ME Project No. 1471-13-196				BORING LOG 13-1			
CLIENT: Montgomery County IDB		ELEVATION: 543.0 ft		NOTES: 1. Pocket penetrometer (PP) test value reported in tons per square foot (tsf). 2. WOH = Weight of Hammer, no blows from hammer required to drive the sampling interval.			
DATE DRILLED: 7/31/13 - 7/31/13		BORING DEPTH: 47.0 ft					
DRILL RIG: CME 45-B		WATER LEVEL: Dry ATD					
DRILLER: Richard Simmons Drilling		CAVE-IN DEPTH: Not measured					
HAMMER TYPE: Automatic		LOGGED BY: Jeff Doubrava, P.E.					
SAMPLING METHOD: Split spoon							
DRILLING METHOD: 4 1/2" Hollow Stem Augers							
DEPTH (feet)	ELEV. (')	GRAPHIC LOG	MATERIAL DESCRIPTION	TESTS	SAMPLE DATA	BLOWS	STANDARD PENETRATION TEST DATA (blows/ft) 10 20 30 60 80
5 10 15 20 25 30 35 40 45	540		CULTIVATED: LEAN CLAY (CL) - firm, brown, some silt and organics, damp to moist		1	2-2-3	5
	535		RESIDUUM: LEAN CLAY (CL) - very stiff, brown red, some chert, moist		2	6-8-12	20
	530				3	7-9-12	21
	525				4	6-8-7	15
	520		LEAN CLAY (CL) - soft to firm, brown red, some chert, moist		5	2-2-2	4
	515				6	3-2-3	5
	510				7	3-3-4	7
	505		LEAN CLAY (CL) - stiff, brown red brown, some chert, moist		8	4-5-4	9
	500				9	8-6-5	11
	47			LEAN CLAY (CL) - very soft, brown, some chert, wet		10	0-0-0
			Refusal at 47 feet Boring terminated at 47 feet				

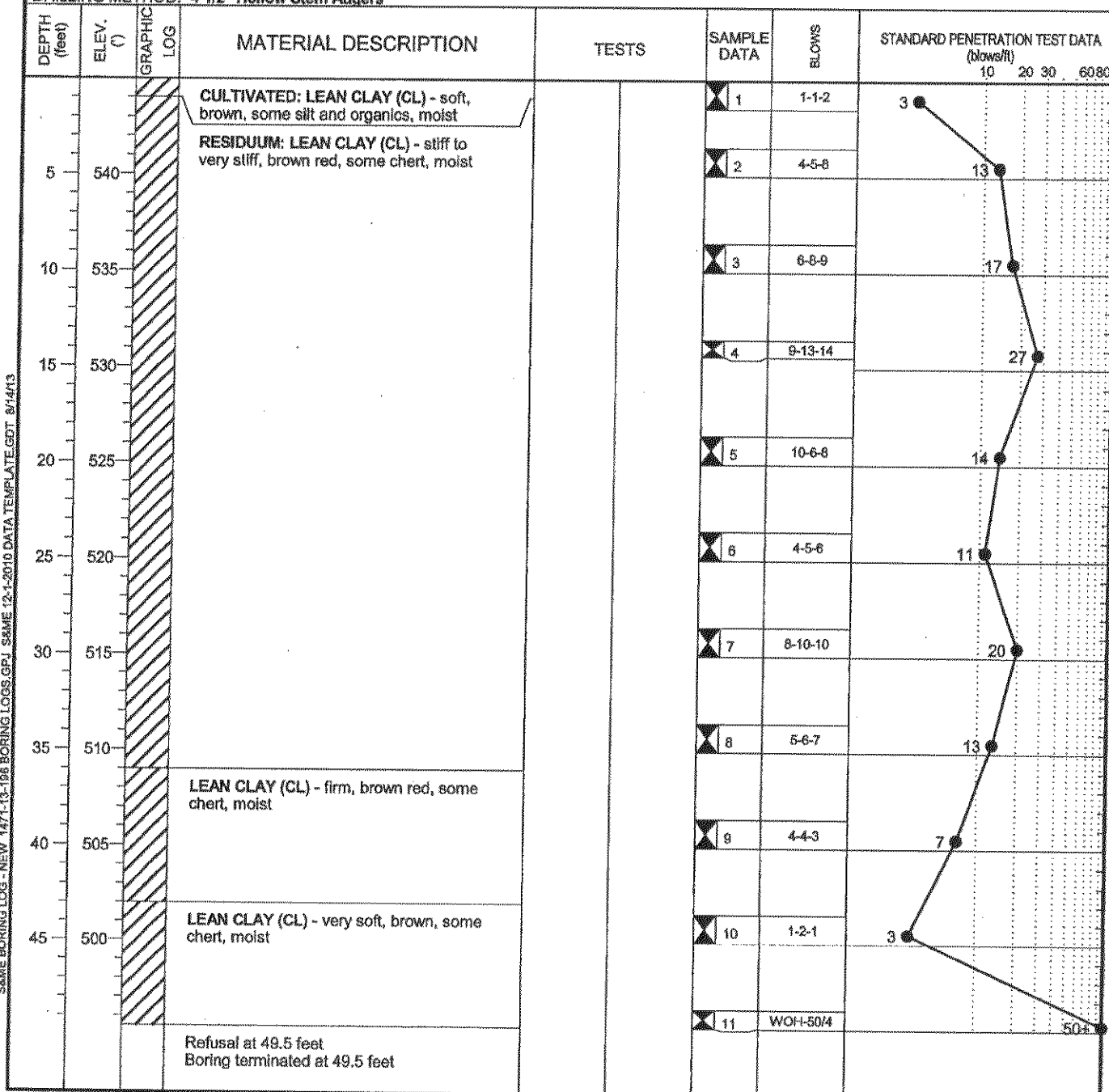
S&ME BORING LOG - NEW 1471-13-196 BORING LOGS.GPJ S&ME 12-1-2010 DATA TEMPLATE.GDT 8/14/13

- NOTES:**
1. THIS LOG IS ONLY A PORTION OF A REPORT PREPARED FOR THE NAMED PROJECT AND MUST ONLY BE USED TOGETHER WITH THAT REPORT.
 2. BORING, SAMPLING AND PENETRATION TEST DATA IN GENERAL ACCORDANCE WITH ASTM D-1586.
 3. STRATIFICATION AND GROUNDWATER DEPTHS ARE NOT EXACT.
 4. WATER LEVEL IS AT TIME OF EXPLORATION AND WILL VARY.
 5. SOIL DESCRIPTIONS BASED ON SAMPLES OBTAINED.



PROJECT: Project Eagle International Boulevard - Clarksville, Tennessee S&ME Project No. 1471-13-196		BORING LOG 13-2
CLIENT: Montgomery County IDB	ELEVATION: 545.0 ft	NOTES: 1. Pocket penetrometer (PP) test value reported in tons per square foot (tsf). 2. WOH = Weight of Hammer, no blows from hammer required to drive the sampling interval.
DATE DRILLED: 7/31/13 - 7/31/13	BORING DEPTH: 49.5 ft	
DRILL RIG: CME 45-B	WATER LEVEL: Dry ATD	
DRILLER: Richard Simmons Drilling	CAVE-IN DEPTH: Not measured	
HAMMER TYPE: Automatic	LOGGED BY: Jeff Doubrava, P.E.	
SAMPLING METHOD: Split spoon		

DRILLING METHOD: **4 1/2" Hollow Stem Augers**



- NOTES: 1. THIS LOG IS ONLY A PORTION OF A REPORT PREPARED FOR THE NAMED PROJECT AND MUST ONLY BE USED TOGETHER WITH THAT REPORT.
2. BORING, SAMPLING AND PENETRATION TEST DATA IN GENERAL ACCORDANCE WITH ASTM D-1586.
3. STRATIFICATION AND GROUNDWATER DEPTHS ARE NOT EXACT.
4. WATER LEVEL IS AT TIME OF EXPLORATION AND WILL VARY.
5. SOIL DESCRIPTIONS BASED ON SAMPLES OBTAINED.

Page 1 of 1



620 Wando Park Blvd
Mount Pleasant/SC/29464
8438840005

PROJECT: Project Eagle International Boulevard - Clarksville, Tennessee S&ME Project No. 1471-13-196				BORING LOG 13-3			
CLIENT: Montgomery County IDB		ELEVATION: 546.0 ft		NOTES: 1. Pocket penetrometer (PP) test value reported in tons per square foot (tsf).			
DATE DRILLED: 7/31/13 - 7/31/13		BORING DEPTH: 42.5 ft					
DRILL RIG: CME 45-B		WATER LEVEL: Dry ATD					
DRILLER: Richard Simmons Drilling		CAVE-IN DEPTH: Not measured					
HAMMER TYPE: Automatic		LOGGED BY: Jeff Doubrava, P.E.					
SAMPLING METHOD: Split spoon							
DRILLING METHOD: 4 1/2" Hollow Stem Augers							
DEPTH (feet)	ELEV. (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	TESTS	SAMPLE DATA	BLOWS	STANDARD PENETRATION TEST DATA (blows/ft) 10 20 30 60 80
5	545		CULTIVATED: LEAN CLAY (CL) - firm, brown, trace silt and organics, moist RESIDUUM: LEAN CLAY (CL) - stiff to very stiff, red brown, some to abundant chert, moist		1	2-2-3	5
				2	6-7-8	15	
10	540			3	5-9-18	27	
15	535			4	6-50/5	50+	
20	530		5	6-7-8	13		
25	525		LEAN CLAY (CL) - firm to stiff, red brown, some chert, moist	6	4-4-4	8	
30	520			7	4-6-8	14	
35	515			8	5-5-9	14	
40	510			9	7-5-2	7	
	505		Refusal at 42.5 feet Boring terminated at 42.5 feet				

S&ME BORING LOG - NEW 1471-13-196 BORING LOGS.GPJ S&ME 12-1-2010 DATA TEMPLATE.GDT 8/14/13

- NOTES:**
1. THIS LOG IS ONLY A PORTION OF A REPORT PREPARED FOR THE NAMED PROJECT AND MUST ONLY BE USED TOGETHER WITH THAT REPORT.
 2. BORING, SAMPLING AND PENETRATION TEST DATA IN GENERAL ACCORDANCE WITH ASTM D-1586.
 3. STRATIFICATION AND GROUNDWATER DEPTHS ARE NOT EXACT.
 4. WATER LEVEL IS AT TIME OF EXPLORATION AND WILL VARY.
 5. SOIL DESCRIPTIONS BASED ON SAMPLES OBTAINED.



PROJECT: Project Eagle International Boulevard - Clarksville, Tennessee S&ME Project No. 1471-13-196		BORING LOG 13-4	
CLIENT: Montgomery County IDB		ELEVATION: 550.0 ft	
DATE DRILLED: 7/30/13 - 7/30/13		BORING DEPTH: 49.0 ft	
DRILL RIG: CME 45-B		WATER LEVEL: Dry ATD	
DRILLER: Richard Simmons Drilling		CAVE-IN DEPTH: Not measured	
HAMMER TYPE: Automatic		LOGGED BY: Jeff Doubrava, P.E.	
SAMPLING METHOD: Split spoon			
DRILLING METHOD: 4 1/2" Hollow Stem Augers			

DEPTH (feet)	ELEV. (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	TESTS	SAMPLE DATA	BLOWS	STANDARD PENETRATION TEST DATA (blows/ft)
							10 20 30 60 80
			CULTIVATED: LEAN CLAY (CL) - firm, brown and black, some silt and organics, moist		1	2-3-4	7
5	545		RESIDUUM: LEAN CLAY (CL) - firm to stiff, brown red, trace chert, moist		2	2-2-4	6
10	540				3	3-5-6	11
15	535		LEAN CLAY (CL) - stiff to very stiff, brown red, some chert, moist		4	9-11-10	21
20	530				5	6-5-6	11
25	525		LEAN CLAY (CL) - firm to stiff, brown red, some chert, moist		6	4-3-3	6
30	520				7	2-3-3	6
35	515				8	3-3-7	10
40	510				9	4-6-5	11
45	505		LEAN CLAY (CL) - very stiff to hard, brown red, abundant chert, moist		10	6-13-11	24
			Refusal at 49 feet Boring terminated at 49 feet		11	50/5	50+

- NOTES:**
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 2. BORING, SAMPLING AND PENETRATION TEST DATA IN GENERAL ACCORDANCE WITH ASTM D-1586.
 3. STRATIFICATION AND GROUNDWATER DEPTHS ARE NOT EXACT.
 4. WATER LEVEL IS AT TIME OF EXPLORATION AND WILL VARY.
 5. SOIL DESCRIPTIONS BASED ON SAMPLES OBTAINED.

PROJECT: Project Eagle International Boulevard - Clarksville, Tennessee S&ME Project No. 1471-13-196				BORING LOG 13-5			
CLIENT: Montgomery County IDB		ELEVATION: 552.0 ft		NOTES: 1. Pocket penetrometer (PP) test value reported in tons per square foot (tsf). 2. WOH = Weight of Hammer, no blows from hammer required to drive the sampling interval.			
DATE DRILLED: 7/30/13 - 7/30/13		BORING DEPTH: 48.0 ft					
DRILL RIG: CME 45-B		WATER LEVEL: Dry ATD					
DRILLER: Richard Simmons Drilling		CAVE-IN DEPTH: Not measured					
HAMMER TYPE: Automatic		LOGGED BY: Jeff Doubrava, P.E.					
SAMPLING METHOD: Split spoon							
DRILLING METHOD: 4 1/2" Hollow Stem Augers							
DEPTH (feet)	ELEV. (')	GRAPHIC LOG	MATERIAL DESCRIPTION	TESTS	SAMPLE DATA	BLOWS	STANDARD PENETRATION TEST DATA (blows/ft) 10 20 30 60 80
5	550		CULTIVATED: LEAN CLAY (CL) - soft, brown and black, some silt and organics, wet RESIDUUM: LEAN CLAY (CL) - stiff to very stiff, brown red, trace to some chert, moist		1	1-2-2	4
				2	4-7-10	17	
10	545			3	8-16-16	32	
	540			4	5-10-13	23	
15	535		LEAN CLAY (CL) - firm to stiff, brown red, some chert, moist	5	7-8-9	17	
20	530			6	4-5-6	11	
25	525			7	5-5-6	11	
30	520			8	5-3-4	7	
35	515			9	6-10-6	16	
40	510			LEAN CLAY (CL) - very soft, brown, some chert, wet	10	0-0-0	1
45	505	Refusal at 48 feet Boring terminated at 48 feet					

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 3. STRATIFICATION AND GROUNDWATER DEPTHS ARE NOT EXACT.
 4. WATER LEVEL IS AT TIME OF EXPLORATION AND WILL VARY.
 5. SOIL DESCRIPTIONS BASED ON SAMPLES OBTAINED.



PROJECT: Project Eagle International Boulevard - Clarksville, Tennessee S&ME Project No. 1471-13-196				BORING LOG 13-6			
CLIENT: Montgomery County IDB		ELEVATION: 543.0 ft		NOTES: 1. Pocket penetrometer (PP) test value reported in tons per square foot (tsf).			
DATE DRILLED: 7/31/13 - 7/31/13		BORING DEPTH: 44.0 ft					
DRILL RIG: CME 45-B		WATER LEVEL: Dry ATD					
DRILLER: Richard Simmons Drilling		CAVE-IN DEPTH: Not measured					
HAMMER TYPE: Automatic		LOGGED BY: Jeff Doubrava, P.E.					
SAMPLING METHOD:							
DRILLING METHOD: 4 1/2" Hollow Stem Augers							

DEPTH (feet)	ELEV. (')	GRAPHIC LOG	MATERIAL DESCRIPTION	TESTS	SAMPLE DATA	BLOWS	STANDARD PENETRATION TEST DATA (blows/ft) 10 20 30 60 80
5	540		CULTIVATED: LEAN CLAY (CL) - firm, brown and black, trace silt and organics, moist		1	2-2-3	5
	535		RESIDUUM: LEAN CLAY (CL) - stiff to very stiff, brown red, some to abundant chert, moist		2	4-5-9	14
10	530			3	9-19-16	35	
15	525			4	7-9-9	18	
20	520			5	4-5-9	14	
25	515	LEAN CLAY (CL) - soft to firm, brown red, some chert, moist		6	5-6-6	14	
30	510		7	2-3-5	8		
35	505	LEAN CLAY (CL) - stiff, brown red, some chert, moist to wet		8	4-3-1	4	
40	500		9	4-4-5	9		
			10	50/2	50		
Refusal at 44 feet Boring terminated at 44 feet							

SAME BORING LOG - NEW 1471-13-196 BORING LOGS.GPJ S&ME '12-1-2010 DATA TEMPLATE.GDT 8/14/13

- NOTES:**
1. THIS LOG IS ONLY A PORTION OF A REPORT PREPARED FOR THE NAMED PROJECT AND MUST ONLY BE USED TOGETHER WITH THAT REPORT.
 2. BORING, SAMPLING AND PENETRATION TEST DATA IN GENERAL ACCORDANCE WITH ASTM D-1586.
 3. STRATIFICATION AND GROUNDWATER DEPTHS ARE NOT EXACT.
 4. WATER LEVEL IS AT TIME OF EXPLORATION AND WILL VARY.
 5. SOIL DESCRIPTIONS BASED ON SAMPLES OBTAINED.



PROJECT: Project Eagle International Boulevard - Clarksville, Tennessee S&ME Project No. 1471-13-196				BORING LOG 13-7			
CLIENT: Montgomery County IDB		ELEVATION: 545.0 ft		NOTES: 1. Pocket penetrometer (PP) test value reported in tons per square foot (tsf).			
DATE DRILLED: 7/31/13 - 7/31/13		BORING DEPTH: 44.0 ft					
DRILL RIG: CME 45-B		WATER LEVEL: Dry ATD					
DRILLER: Richard Simmons Drilling		CAVE-IN DEPTH: Not measured					
HAMMER TYPE: Automatic		LOGGED BY: Jeff Doubrova, P.E.					
SAMPLING METHOD: Split spoon							
DRILLING METHOD: 4 1/2" Hollow Stem Augers							
DEPTH (feet)	ELEV. (')	GRAPHIC LOG	MATERIAL DESCRIPTION	TESTS	SAMPLE DATA	BLOWS	STANDARD PENETRATION TEST DATA (blows/ft)
			CULTIVATED: LEAN CLAY (CL) - firm, brown and black, trace silt and organics, wet RESIDUUM: LEAN CLAY (CL) - stiff to very stiff, brown red, trace to some chert, moist				10 20 30 60 80
5	540				1	2-4-4	8
10	535				2	5-6-10	16
15	530				3	5-7-10	17
20	525				4	5-9-11	20
25	520				5	4-7-6	13
30	515				6	3-4-5	9
35	510				7	3-4-7	11
40	505				8	7-5-5	10
					9	4-2-3	5
					10	50/2	50+
			LEAN CLAY (CL) - firm to stiff, brown red, trace chert, moist				
			Refusal at 44 feet Boring terminated at 44 feet				

S&ME BORING LOG - NEW 1471-13-196 BORING LOGS.GPJ S&ME 12-1-2010 DATA TEMPLATE.GDT 8/14/13

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 3. STRATIFICATION AND GROUNDWATER DEPTHS ARE NOT EXACT.
 4. WATER LEVEL IS AT TIME OF EXPLORATION AND WILL VARY.
 5. SOIL DESCRIPTIONS BASED ON SAMPLES OBTAINED.



PROJECT: Project Eagle International Boulevard - Clarksville, Tennessee S&ME Project No. 1471-13-196				BORING LOG 13-8			
CLIENT: Montgomery County IDB		ELEVATION: 545.0 ft		NOTES: 1. Pocket penetrometer (PP) test value reported in tons per square foot (tsf).			
DATE DRILLED: 8/1/13 - 8/1/13		BORING DEPTH: 43.5 ft					
DRILL RIG: CME 45-B		WATER LEVEL: Dry ATD					
DRILLER: Richard Simmons Drilling		CAVE-IN DEPTH: Not measured					
HAMMER TYPE: Automatic		LOGGED BY: Jeff Doubrava, P.E.					
SAMPLING METHOD: Split spoon							
DRILLING METHOD: 4 1/2" Hollow Stem Augers							
DEPTH (feet)	ELEV. (')	GRAPHIC LOG	MATERIAL DESCRIPTION	TESTS	SAMPLE DATA	BLOWS	STANDARD PENETRATION TEST DATA (blows/ft) 10 20 30 60 80
5 10 15 20 25 30 35 40	540 535 530 525 520 515 510 505		CULTIVATED: LEAN CLAY (CL) - firm, brown, trace silt and organics, damp RESIDUUM: LEAN CLAY (CL) - stiff to very stiff, brown red, trace to abundant chert, damp to moist		1	2-3-5	8
				2	7-8-11	19	
				3	6-12-17	29	
				4	5-8-10	18	
				5	4-6-7	13	
				6	4-4-6	10	
				7	5-4-6	10	
				8	4-8-6	14	
				9	2-1-1	2	
LEAN CLAY (CL) - very soft, brown, trace chert, wet							
Refusal at 43.5 feet Boring terminated at 43.5 feet							

SAME BORING LOG - NEW 1471-13-196 BORING LOGS.GPJ SAME 12-1-2010 DATA TEMPLATE.GDT 8/14/13

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 3. STRATIFICATION AND GROUNDWATER DEPTHS ARE NOT EXACT.
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 5. SOIL DESCRIPTIONS BASED ON SAMPLES OBTAINED.



PROJECT: Project Eagle International Boulevard - Clarksville, Tennessee S&ME Project No. 1471-13-196				BORING LOG 13-9			
CLIENT: Montgomery County IDB		ELEVATION: 548.0 ft		NOTES: 1. Pocket penetrometer (PP) test value reported in tons per square foot (tsf).			
DATE DRILLED: 8/1/13 - 8/1/13		BORING DEPTH: 46.5 ft					
DRILL RIG: CME 45-B		WATER LEVEL: Dry ATD					
DRILLER: Richard Simmons Drilling		CAVE-IN DEPTH: Not measured					
HAMMER TYPE: Automatic		LOGGED BY: Jeff Doubrava, P.E.					
SAMPLING METHOD: Split spoon							
DRILLING METHOD: 4 1/2" Hollow Stem Augers							
DEPTH (feet)	ELEV. (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	TESTS	SAMPLE DATA	BLOWS	STANDARD PENETRATION TEST DATA (blows/ft) 10 20 30 60 80
5 10 15 20 25 30 35 40 45	545		CULTIVATED: LEAN CLAY (CL) - firm, brown and black, trace silt and organics, moist RESIDUUM: LEAN CLAY (CL) - stiff to very stiff, brown red, trace chert, moist		1	3-3-4	7
	540			2	4-6-8	14	
	535			3	9-8-8	16	
	530			4	6-6-13	19	
	525			5	8-7-9	16	
	520			6	4-4-8	12	
	515			7	4-5-5	10	
	510			8	4-3-2	5	
	505			9	4-2-7	9	
	45					10	3-1-3
Refusal at 46.5 feet Boring terminated at 46.5 feet							

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 3. STRATIFICATION AND GROUNDWATER DEPTHS ARE NOT EXACT.
 4. WATER LEVEL IS AT TIME OF EXPLORATION AND WILL VARY.
 5. SOIL DESCRIPTIONS BASED ON SAMPLES OBTAINED.



PROJECT: Project Eagle International Boulevard - Clarksville, Tennessee S&ME Project No. 1471-13-196				BORING LOG 13-10			
CLIENT: Montgomery County IDB		ELEVATION: 530.0 ft		NOTES: 1. Pocket penetrometer (PP) test value reported in tons per square foot (tsf).			
DATE DRILLED: 8/1/13 - 8/1/13		BORING DEPTH: 36.5 ft					
DRILL RIG: CME 45-B		WATER LEVEL: Dry ATD					
DRILLER: Richard Simmons Drilling		CAVE-IN DEPTH: Not measured					
HAMMER TYPE: Automatic		LOGGED BY: Jeff Doubrava, P.E.					
SAMPLING METHOD: Split spoon							
DRILLING METHOD: 4 1/2" Hollow Stem Augers							
DEPTH (feet)	ELEV. (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	TESTS	SAMPLE DATA	BLOWS	STANDARD PENETRATION TEST DATA (blows/ft) 10 20 30 60 80
5	525		CULTIVATED: LEAN CLAY (CL) - firm, brown and black, trace silt and organics, moist		1	3-3-4	7
			RESIDUUM: LEAN CLAY (CL) - firm, brown reddish brown, trace to some chert, damp to moist		2	2-2-3	5
10	520		LEAN CLAY (CL) - stiff to very stiff, brown red, some chert, moist		3	6-5-7	12
15	515				4	5-6-8	14
20	510				5	14-12-11	23
25	505				6	7-7-10	17
30	500				7	7-7-6	13
35	495				8	6-1-14	15
Refusal at 36.5 feet Boring terminated at 36.5 feet							

SAME BORING LOG - NEW 1471-13-196 BORING LOGS.GPJ SAME 12-1-2010 DATA TEMPLATE.GDT 8/14/13

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 3. STRATIFICATION AND GROUNDWATER DEPTHS ARE NOT EXACT.
 4. WATER LEVEL IS AT TIME OF EXPLORATION AND WILL VARY.
 5. SOIL DESCRIPTIONS BASED ON SAMPLES OBTAINED.



PROJECT: Project Eagle International Boulevard - Clarksville, Tennessee S&ME Project No. 1471-13-196				BORING LOG 13-11			
CLIENT: Montgomery County IDB		ELEVATION: 534.0 ft		NOTES: 1. Pocket penetrometer (PP) test value reported in tons per square foot (tsf).			
DATE DRILLED: 8/1/13 - 8/1/13		BORING DEPTH: 34.0 ft					
DRILL RIG: CME 45-B		WATER LEVEL: Dry ATD					
DRILLER: Richard Simmons Drilling		CAVE-IN DEPTH: Not measured					
HAMMER TYPE: Automatic		LOGGED BY: Jeff Doubrava, P.E.					
SAMPLING METHOD: Split spoon							
DRILLING METHOD: 4 1/2" Hollow Stem Augers							
DEPTH (feet)	ELEV. (')	GRAPHIC LOG	MATERIAL DESCRIPTION	TESTS	SAMPLE DATA	BLOWS	STANDARD PENETRATION TEST DATA (blows/ft) 10 20 30 60 80
5 10 15 20 25 30	530		CULTIVATED: LEAN CLAY (CL) - firm, brown and black, trace silt and organics, moist RESIDUUM: LEAN CLAY (CL) - very stiff, brown red brown, trace to some chert, moist		1	2-3-4	7
	525				2	4-6-5	11
	520				3	6-6-7	13
	515				4	5-6-7	13
	510				5	4-5-8	13
	505				6	4-4-5	9
	500				7	3-5-7	12
					8	12-50/1	50+
Refusal at 34 feet Boring terminated at 34 feet							

- NOTES:**
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 2. BORING, SAMPLING AND PENETRATION TEST DATA IN GENERAL ACCORDANCE WITH ASTM D-1586.
 3. STRATIFICATION AND GROUNDWATER DEPTHS ARE NOT EXACT.
 4. WATER LEVEL IS AT TIME OF EXPLORATION AND WILL VARY.
 5. SOIL DESCRIPTIONS BASED ON SAMPLES OBTAINED.

PROJECT: Project Eagle International Boulevard - Clarksville, Tennessee S&ME Project No. 1471-13-196		BORING LOG 13-12	
CLIENT: Montgomery County IDB DATE DRILLED: 8/1/13 - 8/1/13 DRILL RIG: CME 45-B DRILLER: Richard Simmons Drilling HAMMER TYPE: Automatic		ELEVATION: 536.0 ft BORING DEPTH: 28.5 ft WATER LEVEL: Dry ATD CAVE-IN DEPTH: Not measured LOGGED BY: Jeff Doubrava, P.E.	
SAMPLING METHOD: Split spoon DRILLING METHOD: 4 1/2" Hollow Stem Augers		NOTES: 1. Pocket penetrometer (PP) test value reported in tons per square foot (tsf).	

DEPTH (feet)	ELEV. (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	TESTS	SAMPLE DATA	BLOWS	STANDARD PENETRATION TEST DATA (blows/ft)	
							10 20 30 60 80	
	535		CULTIVATED: LEAN CLAY (CL) - firm, brown, trace silt and organics, moist RESIDUUM: LEAN CLAY (CL) - stiff to very stiff, red brown, trace chert, damp to moist					
5								6
	530							11
10								22
	525							
15								17
	520		LEAN CLAY (CL) - firm, brown red brown, trace chert, moist					
20								13
	515							
25								
	510						6	
			Refusal at 28.5 feet Boring terminated at 28.5 feet		7	50/0	50+	

SAME BORING LOG - NEW 1471-13-196 BORING LOGS.GPJ SAME 12-1-2010 DATA TEMPLATE.GDT 8/14/13

- NOTES:**
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 2. BORING, SAMPLING AND PENETRATION TEST DATA IN GENERAL ACCORDANCE WITH ASTM D-1586.
 3. STRATIFICATION AND GROUNDWATER DEPTHS ARE NOT EXACT.
 4. WATER LEVEL IS AT TIME OF EXPLORATION AND WILL VARY.
 5. SOIL DESCRIPTIONS BASED ON SAMPLES OBTAINED.



PROJECT: Project Eagle International Boulevard - Clarksville, Tennessee S&ME Project No. 1471-13-196				BORING LOG 13-13			
CLIENT: Montgomery County IDB		ELEVATION: 536.0 ft		NOTES: 1. Pocket penetrometer (PP) test value reported in tons per square foot (tsf).			
DATE DRILLED: 8/2/13 - 8/2/13		BORING DEPTH: 37.0 ft					
DRILL RIG: CME 45-B		WATER LEVEL: Dry ATD					
DRILLER: Richard Simmons Drilling		CAVE-IN DEPTH: Not measured					
HAMMER TYPE: Automatic		LOGGED BY: Jeff Doubrava, P.E.					
SAMPLING METHOD: Split spoon							
DRILLING METHOD: 4 1/2" Hollow Stem Augers							

DEPTH (feet)	ELEV. (')	GRAPHIC LOG	MATERIAL DESCRIPTION	TESTS	SAMPLE DATA	BLOWS	STANDARD PENETRATION TEST DATA (blows/ft)
							10 20 30 60 80
	535		CULTIVATED: LEAN CLAY (CL) - firm, brown and black, trace silt and organics, damp		1	3-3-4	7
5	530		RESIDUUM: LEAN CLAY (CL) - firm, brown, trace chert, moist		2	4-3-4	7
10	525		LEAN CLAY (CL) - very stiff, red brown, abundant chert, moist		3	5-10-11	21
15	520				4	10-9-9	18
20	515		LEAN CLAY (CL) - firm, red brown, trace chert, moist		5	3-3-4	7
25	510		LEAN CLAY (CL) - very stiff, red brown, trace chert, moist		6	8-7-8	15
30	505				7	8-12-9	21
35	500				8	6-7-12	19
			Refusal at 37 feet Boring terminated at 37 feet				

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 3. STRATIFICATION AND GROUNDWATER DEPTHS ARE NOT EXACT.
 4. WATER LEVEL IS AT TIME OF EXPLORATION AND WILL VARY.
 5. SOIL DESCRIPTIONS BASED ON SAMPLES OBTAINED.



PROJECT: Project Eagle International Boulevard - Clarksville, Tennessee S&ME Project No. 1471-13-196				BORING LOG 13-14			
CLIENT: Montgomery County IDB			ELEVATION: 540.0 ft		NOTES: 1. Pocket penetrometer (PP) test value reported in tons per square foot (tsf).		
DATE DRILLED: 8/2/13 - 8/2/13			BORING DEPTH: 28.0 ft				
DRILL RIG: CME 45-B			WATER LEVEL: Dry ATD				
DRILLER: Richard Simmons Drilling			CAVE-IN DEPTH: Not measured				
HAMMER TYPE: Automatic			LOGGED BY: Jeff Doubrava, P.E.				
SAMPLING METHOD: Split spoon							
DRILLING METHOD: 4 1/2" Hollow Stem Augers							
DEPTH (feet)	ELEV. ()	GRAPHIC LOG	MATERIAL DESCRIPTION	TESTS	SAMPLE DATA	BLOWS	STANDARD PENETRATION TEST DATA (blows/ft) 10 20 30 60 80
			CULTIVATED: LEAN CLAY (CL) - firm, brown and black, trace silt and organics, damp		1	3-3-4	7
5	535		RESIDUUM: LEAN CLAY (CL) - stiff to very stiff, red to light brown, some chert, moist		2	6-9-11	20
10	530				3	6-10-12	22
15	525				4	9-8-10	18
20	520				5	7-8-8	16
25	515				6	5-7-8	15
			Refusal at 28 feet Boring terminated at 28 feet				

- NOTES:**
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 2. BORING, SAMPLING AND PENETRATION TEST DATA IN GENERAL ACCORDANCE WITH ASTM D-1586.
 3. STRATIFICATION AND GROUNDWATER DEPTHS ARE NOT EXACT.
 4. WATER LEVEL IS AT TIME OF EXPLORATION AND WILL VARY.
 5. SOIL DESCRIPTIONS BASED ON SAMPLES OBTAINED.

Page 1 of 1

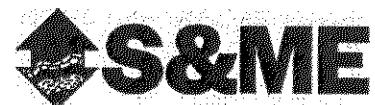
620 Wando Park Blvd
Mount Pleasant/SC/29464
8438840005



PROJECT: Project Eagle International Boulevard - Clarksville, Tennessee S&ME Project No. 1471-13-196				BORING LOG 13-15				
CLIENT: Montgomery County IDB		ELEVATION: 547.0 ft		NOTES: 1. Pocket penetrometer (PP) test value reported in tons per square foot (tsf).				
DATE DRILLED: 8/2/13 - 8/2/13		BORING DEPTH: 38.5 ft						
DRILL RIG: CME 45-B		WATER LEVEL: Dry ATD						
DRILLER: Richard Simmons Drilling		CAVE-IN DEPTH: Not measured						
HAMMER TYPE: Automatic		LOGGED BY: Jeff Doubrava, P.E.						
SAMPLING METHOD: Split spoon								
DRILLING METHOD: 4 1/2" Hollow Stem Augers								
DEPTH (feet)	ELEV. (')	GRAPHIC LOG	MATERIAL DESCRIPTION	TESTS	SAMPLE DATA	BLOWS	STANDARD PENETRATION TEST DATA (blows/ft)	
							10 20 30 60 80	
	545		CULTIVATED: LEAN CLAY (CL) - firm, brown and black, trace organics, moist RESIDUUM: LEAN CLAY (CL) - stiff to very stiff, red brown, trace to abundant chert, damp to moist					
5								
	540							
10								
	535							
15								
	530							
20								
	525							
25								
	520							
30								
	515							
35								
	510							
			Refusal at 38.5 feet Boring terminated at 38.5 feet					

S&ME BORING LOG - NEW 1471-13-196 BORING LOGS.GPJ S&ME 12-1-2010 DATA TEMPLATE.GDT 8/14/13

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 3. STRATIFICATION AND GROUNDWATER DEPTHS ARE NOT EXACT.
 4. WATER LEVEL IS AT TIME OF EXPLORATION AND WILL VARY.
 5. SOIL DESCRIPTIONS BASED ON SAMPLES OBTAINED.



PROJECT: Project Eagle International Boulevard - Clarksville, Tennessee S&ME Project No. 1471-13-196				BORING LOG 13-20			
CLIENT: Montgomery County IDB		ELEVATION:		NOTES: 1. Pocket penetrometer (PP) test value reported in tons per square foot (tsf).			
DATE DRILLED: 8/6/13 - 8/6/13		BORING DEPTH: 44.0 ft					
DRILL RIG: CME 550X		WATER LEVEL: Dry ATD 33' Delayed					
DRILLER: S&ME		CAVE-IN DEPTH: Not measured					
HAMMER TYPE: Automatic		LOGGED BY: David Perry					
SAMPLING METHOD: Split spoon							
DRILLING METHOD: 3 1/4" Hollow Stem Augers							

DEPTH (feet)	ELEV. (')	GRAPHIC LOG	MATERIAL DESCRIPTION	TESTS	SAMPLE DATA	BLOWS	STANDARD PENETRATION TEST DATA (blows/ft) 10 20 30 60 80	
5 10 15 20 25 30 35 40			CULTIVATED: LEAN CLAY (CL) - stiff, brown, some silt and organics, damp to moist RESIDUUM: LEAN CLAY (CL) - stiff to very stiff, brown red, some chert, moist	PP = 2.5 tsf	1	4-7-8	15	
	PP = 3 tsf			2	5-7-9	16		
	PP = 2.5 tsf			3	10-11-16	27		
	PP = 2.5 tsf			4	6-8-9	17		
					PP = 1.75 tsf	5	4-6-7	13
						6	5-7-6	13
					PP = 0.75 tsf	7	3-5-6	11
					PP = 1 tsf	8	3-4-5	9
					PP = 0.25 tsf	9	3-3-6	9
					LEAN CLAY (CL) - very soft, brown red, some to abundant chert, moist Refusal at 44 feet Boring terminated at 44 feet	10	WOH-1-1	2

S&ME BORING LOG - NEW 1471-13-196 BORING LOGS.GPJ S&ME 12-1-2010 DATA TEMPLATE.GDT 8/14/13

- NOTES:**
1. THIS LOG IS ONLY A PORTION OF A REPORT PREPARED FOR THE NAMED PROJECT AND MUST ONLY BE USED TOGETHER WITH THAT REPORT.
 2. BORING, SAMPLING AND PENETRATION TEST DATA IN GENERAL ACCORDANCE WITH ASTM D-1586.
 3. STRATIFICATION AND GROUNDWATER DEPTHS ARE NOT EXACT.
 4. WATER LEVEL IS AT TIME OF EXPLORATION AND WILL VARY.
 5. SOIL DESCRIPTIONS BASED ON SAMPLES OBTAINED.



PROJECT: Project Eagle International Boulevard - Clarksville, Tennessee S&ME Project No. 1471-13-196				BORING LOG 13-28			
CLIENT: Montgomery County IDB		ELEVATION:		NOTES: 1. Pocket penetrometer (PP) test value reported in tons per square foot (tsf).			
DATE DRILLED: 8/9/13 - 8/9/13		BORING DEPTH: 41.0 ft					
DRILL RIG: CME 550X		WATER LEVEL: Dry ATD					
DRILLER: S&ME		CAVE-IN DEPTH: Not measured					
HAMMER TYPE: Automatic		LOGGED BY: David Perry					
SAMPLING METHOD: Split spoon							
DRILLING METHOD: 3 1/2" Hollow Stem Augers							

DEPTH (feet)	ELEV. (')	GRAPHIC LOG	MATERIAL DESCRIPTION	TESTS	SAMPLE DATA	BLOWS	STANDARD PENETRATION TEST DATA (blows/ft) 10 20 30 60 80
5			CULTIVATED: LEAN CLAY (CL) - very stiff, brown, some silt and organics, moist RESIDUUM: LEAN CLAY (CL) - stiff to very stiff, brown red, some to abundant chert, moist	PP = 4.5 tsf	X 1	5-7-10	17
	PP = 2.5 tsf			X 2	5-7-7	14	
	PP = 1.5 tsf			X 3	6-8-10	18	
	PP = 3.5 tsf			X 4	4-7-8	16	
10				PP = 2.25 tsf	X 5	5-6-6	12
15				PP = 0.5 tsf	X 6	6-8-9	17
20				PP = 1.5 tsf	X 7	5-9-8	17
25				PP = 0.5 tsf	X 8	4-6-6	12
30			LEAN CLAY (CL) - firm, brown red, abundant chert, moist to wet	PP = 0.25 tsf	X 9	2-3-4	7
35							
40			Refusal at 41 feet Boring terminated at 41 feet		10	50/2	50+

- NOTES:**
1. THIS LOG IS ONLY A PORTION OF A REPORT PREPARED FOR THE NAMED PROJECT AND MUST ONLY BE USED TOGETHER WITH THAT REPORT.
 2. BORING, SAMPLING AND PENETRATION TEST DATA IN GENERAL ACCORDANCE WITH ASTM D-1586.
 3. STRATIFICATION AND GROUNDWATER DEPTHS ARE NOT EXACT.
 4. WATER LEVEL IS AT TIME OF EXPLORATION AND WILL VARY.
 5. SOIL DESCRIPTIONS BASED ON SAMPLES OBTAINED.

Page 1 of 1

620 Wando Park Blvd
 Mount Pleasant/SC/29464
 8438840005



PROJECT: Project Eagle International Boulevard - Clarksville, Tennessee S&ME Project No. 1471-13-196				BORING LOG 13-30			
CLIENT: Montgomery County IDB		ELEVATION:		NOTES: 1. Pocket penetrometer (PP) test value reported in tons per square foot (tsf).			
DATE DRILLED: 8/9/13 - 8/9/13		BORING DEPTH: 38.0 ft					
DRILL RIG: CME 550X		WATER LEVEL: Dry ATD					
DRILLER: S&ME		CAVE-IN DEPTH: Not measured					
HAMMER TYPE: Automatic		LOGGED BY: David Perry					
SAMPLING METHOD: Split spoon							
DRILLING METHOD: 3/4" Hollow Stem Augers							

DEPTH (feet)	ELEV. (')	GRAPHIC LOG	MATERIAL DESCRIPTION	TESTS	SAMPLE DATA	SLOWS	STANDARD PENETRATION TEST DATA (blows/ft) 10 20 30 60 80
			CULTIVATED: LEAN CLAY (CL) - firm, brown, some silt and organics, moist RESIDUUM: LEAN CLAY (CL) - stiff to very stiff, brown red, some to abundant chert, moist to wet	PP = 0.25 tsf	1	2-3-4	7
5				PP = 2.25 tsf	2	4-5-5	10
				PP = 2 tsf	3	4-6-7	13
10				PP = 3 tsf	4	4-6-6	12
				PP = 2.75 tsf	5	4-5-6	11
15				PP = 1.5 tsf	6	5-8-9	17
20				PP = 2 tsf	7	5-7-8	16
25				PP = 1.5 tsf	8	3-10-12	22
30				PP = 0.25 tsf	9	6-4-7	11
35			Refusal at 38 feet Boring terminated at 38 feet				

- NOTES:**
1. THIS LOG IS ONLY A PORTION OF A REPORT PREPARED FOR THE NAMED PROJECT AND MUST ONLY BE USED TOGETHER WITH THAT REPORT.
 2. BORING, SAMPLING AND PENETRATION TEST DATA IN GENERAL ACCORDANCE WITH ASTM D-1586.
 3. STRATIFICATION AND GROUNDWATER DEPTHS ARE NOT EXACT.
 4. WATER LEVEL IS AT TIME OF EXPLORATION AND WILL VARY.
 5. SOIL DESCRIPTIONS BASED ON SAMPLES OBTAINED.



EXHIBIT F

**Letter of commitment for gas, water and sewer service and utility service
narrative**

GAS + WATER
PAT HICKEY GENERAL MANAGER



October 2, 2013

Project Eagle
Industrial Development Board
25 Jefferson Street, Suite 300
Clarksville, TN 37040

To whom it may concern,

Clarksville Gas and Water is committed to providing the water, wastewater and natural gas service to meet the needs of Project Eagle based on the demands contained in Mike Evans' March 8, 2013, April 3, 2013 and September 20, 2013 emails (114,419,521 cubic feet per month natural gas, 28,246,342 gallons water per month, and 16,140,767 gallons wastewater per month). The infrastructure to meet the demands are currently in place adjacent to the proposed site on International Blvd. and have adequate capacity to meet the above demands. All fees and rates will be based on currently effective schedules as approved by the Clarksville City Council as amended from time to time.

Sincerely,

A handwritten signature in black ink, appearing to read "Pat Hickey". The signature is stylized with a large, looped "P" and a cursive "Hickey".

Pat Hickey, General Manager

Clarksville Gas & Water Department

October 1, 2013

Mike Evans
Montgomery County Industrial Development Board
25 Jefferson St.
Clarksville, TN 37041

Re: Project Eagle

Subject: Utility Services Narrative

Mike;

The Project Eagle site has access to water, sewer and gas mains that are located along the extent of International Blvd and Rossvie Road. There are multiple service points along International Blvd., but based upon point of service information provided for the main plant site (800m x 1000m) it shall be serviced from the northwest corner of the Project Eagle site along the south side of International Blvd. In addition to these services a fire main shall be brought to the southwest corner of the main plant site from the point at which the line comes into the Industrial Park from under Interstate 24. The supplemental structures to the south of the Project Eagle main plant site (R&D, AHQ and TC) shall be serviced from the southeast portion of the site along the west side of the International Blvd.

Main Plant Site (800m x 1000m)

Based upon the utility points of service provided for the main plant site the gas, water and sewer utilities shall be extended from the northwest corner of the Project Eagle site. These utilities shall follow the proposed northern access road from International Blvd. and extend south to the main plant site and to each of their identified points of service to the plant (Tie-in Points 2, 3, and 4 as identified in the provided information inserted into this letter below).

Water:

A 12" water main shall tie to the existing 12" water main located on the south side of International Blvd., at which it shall follow along the east side of the proposed access road and then the north side of the main plant site to for a length of approximately 3,310 feet (1009 meters) to the identified Tie-in Point (2).

Sanitary Sewer:

A 10" sanitary sewer main shall tie to an existing manhole located on the south side of International Blvd. From the existing manhole the 10" sewer main shall follow along the west side of the proposed access road for approximately 1,080 feet (329 meters) at which it crosses under the proposed access road to follow along the east side of the proposed access road and the north side of the main plant site to the identified Tie-in Point (3) for a total length of 4,630 feet (1411 meters).

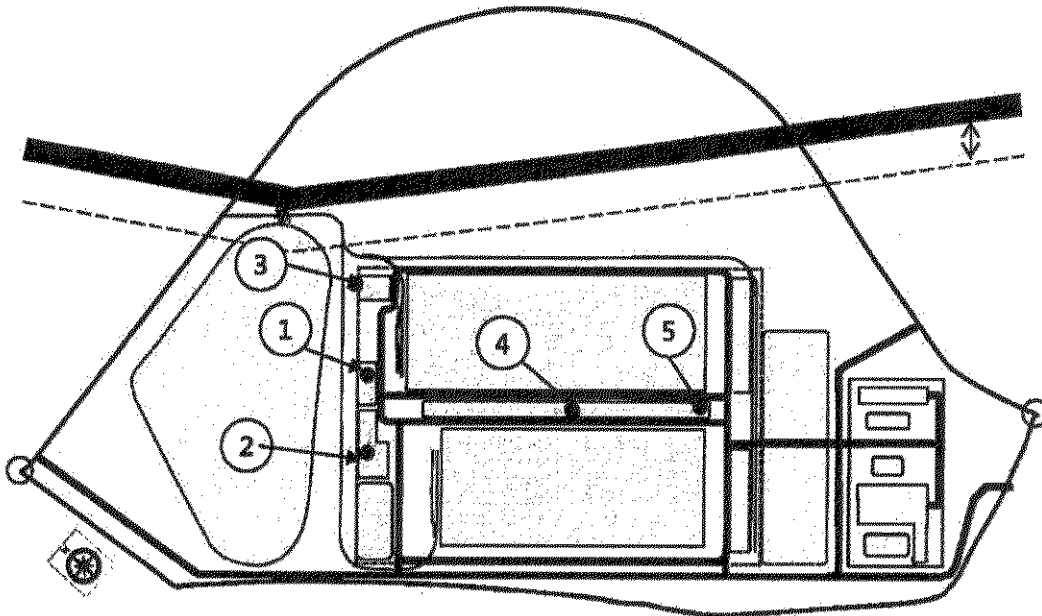
Gas:

A 6" gas main shall tie to an existing 6" gas main on the north side of International Blvd. and extend south along the west side of the proposed access road to the main plant site. The 6" gas main enters the main plant site along the western side near the Phase I & II building, and then to extend to identified Tie-in Point (4) in between Phase I & II Building and Phase III & IV Building for a total length of 5,700 feet (1737 meters).

Project Eagle- Utility Narrative

Fire Main Service:

A 24" waterline crosses under Interstate-24 into the Project Eagle Site and then turns to parallel Rossvie Road. At the turning point, the 24" waterline shall be extended approximately 1,585 feet (483 meters) to the main plant site at a point where it intersects with the Phase I & II Building.



Office Buildings (AHQ, TC, and R&D)

These buildings are shown on the south end of the Project Eagle Site and utility services shall be provided from the southeast portion of the site along the southeast access drive that connects to International Blvd. The utility extensions shall follow the southeast access drive to their connection points at each building.

Water:

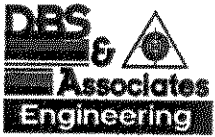
A 6" waterline shall tie to an existing 12" waterline on the eastside of International Blvd. at the southeast access road entrance. The new waterline will follow along the proposed southeast access road and extend to each building for fire protection for an approximate length of 2,680 feet (817 meters). Domestic water services shall tap off of this line to serve each building.

Sewer:

A sanitary sewer manhole is located near the intersection of International Blvd. and the proposed southeast entrance road. A 8" sanitary sewer main shall be extended from this manhole and follow the proposed southeast access drive to service each building for an approximate length of 2,520 feet (768 meters).

Gas:

A 2" gas line shall tie into the existing gas main along the west side of International Blvd. near the proposed southeast access road. The 2" gas line shall follow the proposed southeast access road to the service each building for an approximate length of 2,806 feet (855 meters).



DBS & ASSOCIATES ENGINEERING, INC.
330 N 2ND ST.
CLARKSVILLE, TN 37041

Sincerely,
DBS and Associates Engineering, Inc.

A handwritten signature in black ink, appearing to read "J. Chris Fielder". The signature is fluid and cursive, with a large, stylized "J" and "F".

J. Chris Fielder, PE
Principal

Project Eagle- Utility Narrative

EXHIBIT G

**Cumberland Electric Membership Corporation
Commitment Letter**



HEADQUARTERS

1940 Madison Street • P.O. Box 3300
Clarksville, TN 37043-3300
931-645-2481
www.cemc.org

October 3, 2013

Project Eagle
25 Jefferson Street, Suite 300
Clarksville, TN 37040

To Whom It May Concern:

Cumberland Electric Membership Corporation (CEMC) commits to becoming the power provider for Project Eagle.

CEMC agrees to contract with TVA for the construction of transmission facilities for the proposed Project Eagle site located in the Clarksville-Montgomery County Industrial Park provided that all requirements are met on CEMC's behalf. Prior to CEMC contracting with TVA, CEMC will require all satisfactory agreements are executed between CEMC and Project Eagle covering all financial obligations related to the transmission project. CEMC will require Project Eagle to commit to a similar payment schedule as is outlined in the project milestones schedule set forth in the agreement between TVA and CEMC.

Construction power will be made available from the existing 13KV facilities owned and operated by CEMC. Aid to construction costs will be applicable to the customer (Project Eagle) once the final layout and delivery point(s) have been established.

CEMC looks forward to working with Project Eagle.

Sincerely,

Mark T Cook, P.E.
Manager of Engineering Division



Tennessee Valley Authority
1101 Market Street
Chattanooga, Tennessee 37402-2801

Clayton L. Clem, P.E.
Vice President
Electric System Projects
Power System Operations

October 7, 2013

Mr. Jim Coode
General Manager
Cumberland Electric Membership Cooperative
Post Office Box 3300
Clarksville, TN 37043-2481

Dear Mr. Coode,

The Tennessee Valley Authority (TVA) is committed to supporting Cumberland Electric Membership Corporation's (CEMC) efforts to locate Project Eagle in the Clarksville-Montgomery County area. As we have discussed, TVA proposes to provide a dual 161-kV supply by looping the Montgomery-Springfield 161-kV Line into the company-owned stepdown substation. This will provide two independent sources (Montgomery 500-kV Substation and Springfield 161-kV Substation), each capable of supplying the entire plant load through the company's Phase IV projections. The recommended supply arrangement will allow both CEMC and TVA to provide Project Eagle with the highest level of service. The information below outlines additional details of the project

Preliminary Work and Project Agreements:

TVA will require execution of a Preliminary Work Agreement between TVA and CEMC covering arrangements for CEMC to provide an upfront payment of \$750,000 (Deposit). The Deposit will enable TVA to perform preliminary work activities associated with facilities necessary for TVA to supply power through a 161-kV delivery point (Delivery Point) to CEMC at the Clarksville site for operation of Project Eagle's proposed plant. Said preliminary work activities include conducting a scoping workshop, which will develop an agreed upon technical scope of the facilities. The scoping process will generate a detailed cost estimate and detailed project schedule.

Once the scoping workshop is complete, and the cost estimate and project schedule are available, TVA may proceed with initial engineering activities under the Preliminary Agreement while the Project Agreement is being developed. A Project Agreement will be required for TVA to proceed with final engineering and construction phases of the project. The Project Agreement will require CEMC to make milestone payments to TVA to cover the total estimated project cost including applicable overheads.

Project Timeline:

TVA is capable of providing the proposed dual 161-kV supply build within 14 months once a Project Agreement is executed by CEMC and TVA. Due to the expedited nature of this build, TVA and CEMC must execute a Preliminary Work Agreement by no later than November 15, 2013 and a Project Agreement by no later than March, 1 2014. Any delay in the execution of either the Preliminary Work Agreement or the Project Agreement will delay the construction activities and may prevent TVA from meeting a May 1, 2015 in-service date for the Project Eagle substation.

TVA's ability to complete the facilities required to accommodate service to Project Eagle by May 1, 2015 is dependent upon TVA encountering no adverse environmental issues that must be addressed before construction begins, no delays in right-of-way acquisition, no delays due to force majeure events, and no inappropriate scheduling of construction work on the Project Eagle site to ensure no interference is encountered by TVA during the transmission build. Since the project involves building a short segment of the transmission line loop on the industrial site, TVA will need two conditions to be met as follows:

1. The switch/pull-off structure locations and specifications must be identified immediately and TVA must be granted permission to survey the route to the specified location of the switch/pull-off structures.
2. The land rights for the required TVA facilities located on Project Eagle's site must be quickly granted to TVA, so as not to impede the engineering or construction of the proposed loop line.

TVA should be notified immediately in the event that Project Eagle's in-service date for requiring power is projected to be later than May 1, 2015, so that TVA can adjust the construction timeline to align with the new in-service date.

TVA Participation:

While the project is in the engineering and construction phases, a Power Contract will be developed for the provision of the required power at the Delivery Point. After all work activities, as defined under the Project Agreement, are complete and a Power Contract is executed, TVA will reimburse CEMC the difference between the total payments submitted and CEMC's cost contribution. CEMC's cost contribution will be equal to the total actual project costs, including applicable overheads, less TVA's Participation of \$1.5M, plus applicable overheads.

Mr. Jim Coode
Page 3
October 7, 2013

Project Eagle will be an important asset to Clarksville and Montgomery County and we are pleased to work with CEMC to make it a success. Please let me know if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Clayton L. Clem". The signature is written in dark ink and is positioned above the printed name.

Clayton Clem

EXHIBIT H

Letters from broadband service providers



AT&T Tennessee
333 Commerce Street
Suite 2107
Nashville, TN 37201

T: 615-214-3012
F: 615-214-8789
www.att.com

September 18, 2013

Mr. Mike Evans
Clarksville Montgomery County Chamber of Commerce
and Economic Development
25 Jefferson St., Suite 300
Clarksville, TN 37040

RE: Project Eagle - Clarksville-Montgomery County Corporate Business Park

Dear Mike:

Please know that AT&T stands ready and willing to work with any potential industrial customer to address their IT infrastructure needs and to provide the state-of-the-art, high-speed service necessary to fulfill their mission in today's economy. We believe that no potential location in AT&T's wire line footprint will be at a disadvantage as a possible site for a new industrial facility because of the availability of high-speed telecommunications services. Please contact us as specific prospects arise and we will assign this process to the appropriate AT&T team. Thank you again for your inquiry on this matter.

Sincerely,

A handwritten signature in cursive script that reads "Lanie Johnson".

Lanie Johnson
Area Manager



September 25, 2013
Project Eagle
Clarksville, TN – Montgomery County

To whom it may concern,

Windstream Communications is the 3rd largest telecommunications provider for business in the country. More than 450,000 companies, including 4500 in middle Tennessee, are leveraging Windstream's more than 125,000 miles of fiber to help increase their productivity and lower their operating costs. Windstream is a full service provider including a full suite of data, voice, network, cloud and data center products and services.

Windstream has qualified the location in the Clarksville business park and has confirmed that we have significant existing assets available in the park as well as existing clients such as Bridgestone Metalpha. Windstream is committed to providing business connectivity solutions in the Clarksville business park and looks forward to further discussions on providing a solid reliable solution.

An impressive list of current Windstream references in Clarksville includes Financial Institutions, Healthcare, Manufacturing and Government agencies.

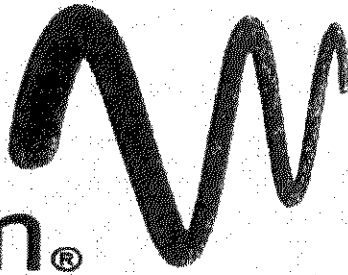
Partial list

- City of Clarksville
- Montgomery County Facilities
- F&M Bank
- Wyatt Johnson Automotive Group
- Kennedy Law Firm
- Legacy Mortgage
- Premier Medical
- Legends Bank
- Bridgestone Metalpha
- Purity Zinc Metals

Our exceptional customer service and support will include Service Level Agreements and 24/7 support.

Sincerely,

Chip Hoback
Senior Account Executive Large Enterprise
Windstream Communications



windstream®

connecting business to business

Current Clarksville Customers

Coldwell Bankers
Doctors Care
Clarksville Imaging Center
Legacy Mortgage
F&M Banks
City of Clarksville
Montgomery County Facilities
Wyatt-Johnson Automotive Group
Kennedy Law Firm
DBS Engineering
Premier Medical
Legends Bank
Joe Heltz Toyota
Bridgestone Metalpha
Purity Zinc Metals
Cunningham, Mitchell, Rocconi Law Firm
Corlew Cadillac/Chevrolet
Byers & Harvey Real Estate
Stone Rudolph & Henry CPAs
Gary Mathews Automotive



Mike Evans

Vice President, Economic Development Council

Clarksville Montgomery County Economic Development Council

Clarksville, Tennessee 37040

Via email

Re: Detail of Services Available at Your Proposed Site

Charter Business will be providing custom Fiber Internet, Optical Ethernet, Optical Transport, and Voice Trunk T1-PRI services to allow businesses/industries to have access of up to 1 Gig of service, per site.

Additional services that Charter will be making available to park tenants are represented in the attachments to this email/letter, titled "CB Voice Trunk Sales Sheet" and "Charter Business Optical Ethernet Technical Description".

Please direct any and all questions regarding this site, and future sites, to my attention.

Best wishes,

A handwritten signature in black ink, appearing to read 'Robert W. Belvin, Jr.'.

Robert W. Belvin, Jr.

Major Account Executive, Charter Business

1850 Business Park Drive, Suite 101

Clarksville, Tennessee 37040

Bob.belvin@charter.com

931.206.1285

1. Service Overview

Charter Business® Optical Ethernet service is a scalable fiber-optic solution that provides a reliable alternative to traditional TDM services. The service provides flexible bandwidth options ranging from 10Mbps to 10 Gbps, and is offered in three service types:

- EPL (Ethernet Private Line): Figure 1
- EVPL (Ethernet Virtual Private Line): Figure 2
- E-LAN (Ethernet Local Area Network): Figure 3

Service	MEF Certifications	Speeds Supported
Optical Ethernet <ul style="list-style-type: none"> • EPL • EVPL • E-LAN 	All service types are MEF 9 and MEF 14 certified	10Mb to 10Gb (typically in 10 Mb increments, but custom speeds can be supported)

1.1. Service Diagrams

Figure 1: EPL Service Type

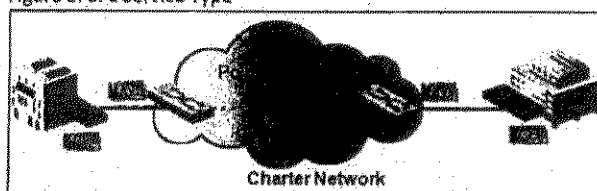


Figure 2: EVPL Service Type

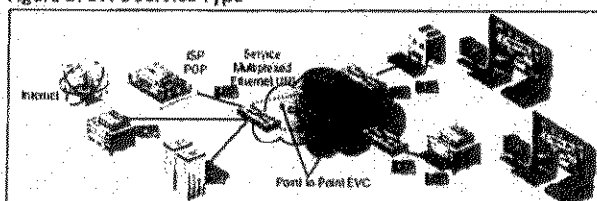
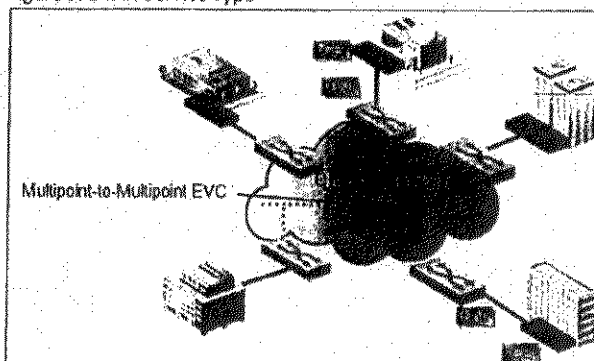


Figure 3: E-LAN Service Type



2. Charter Network

Charter operates in 27 states and owns and operates a network of over 200,000 coaxial route miles and over 53,000 fiber route miles, and currently serves over 3,600 fiber-lit buildings.

3. Technical Specifications

3.1. User-to Network Interface (UNI)

Charter Business supports the following IEEE 802.3 standard interfaces:

Standard Interfaces	UNI Speed
10BASE-T	10Mb
100BASE-TX	10Mb to 100Mb
1000BASE-SX	100Mb to 1Gb
1000BASE-LX	100Mb to 1Gb
10GBASE-SX	1Gb to 10 Gb
10GBASE-LX	1Gb to 10 Gb

Charter Business currently utilizes the following devices at the UNI:

- Cisco 3750 Metro
- Cisco 3400 ME

The Charter switch may not currently be used by the customer to perform trouble isolation. Charter does not currently support Ethernet OAM standards, but anticipates doing so in the future.

3.2. Ethernet Service Frame Handling

The services transparently pass all Unicast, Multicast, and Broadcast frames associated with the EVC. The service does not support IPv6 multicast.

3.3. MTU Size

The services support a Maximum Transmission Unit (MTU) size of 1546 bytes on all interface types.

3.4. E-NNI Specifications

- Standard E-NNI handoff: Optical, GbE or 10GbE
- Available interconnect bandwidths: 1Gbps, 10Gbps
- Oversubscription limits: bandwidth and # of EVC connections may be limited at the NNI
- Link Aggregation: IEEE 802.1ad (Link Aggregation) is supported
- UNI configurations at the NNI: EVPL can be combined at the NNI

3.5. VLAN Tag Preservation

The service supports 802.1ad (QnQ) tagging at the UNI and NNI. Charter will encapsulate customer VLAN tags in a provider VLAN tag for transport across the Charter network. Untagged frames will be mapped to the native VLAN designated by the customer. The customer is not expected to configure their interface with any Charter

VLAN IDs. Technical coordination will be required to support stacked VLAN tags across the NNI.

3.6. VLAN Bandwidth Allocation

The service is configured to permit dynamic allocation of bandwidth between all customer VLANs (e.g. all bandwidth is available for use for all customer VLANs)

3.7. EtherType

The service utilizes the 0x8100 EtherType for stacked VLAN tags.

3.8. Layer 2 Control Protocol (L2CP) Processing

All L2CP frames are currently dropped by the service

3.9. MAC Address Limitations

A maximum of 64,000 MAC addresses are permitted per port

3.10. Class of Service Options

The service currently does not offer differentiated classes of service (CoS).

4. Installation, Testing and Turn-up

Installation

Prior to installation, Charter will create a Method of Procedure (MOP) which includes a detailed description of work to be performed with consideration given to a review and approval process, safety, power and grounding, cabling/fiber patching, escalation contacts and clean-up of the work area. Customer will sign off on the MOP prior to installation.

Installation typically is completed in one day.

Testing and Turn-Up

After installation, Charter Business performs RFC2544 testing from the customer UNI to the demark at the handoff location. The Charter technician then verifies monitoring is established with the Charter Business Network Operations Center (CB NOC). Test results are provided to the customer upon certification.

Test & Turn-up will typically take one day.

5. Technical Support, Monitoring & Maintenance

Charter Business provides 24x7x365 proactive monitoring of the service via the CB NOC. Reported troubles are escalated within the NOC and to local network maintenance and repair technicians as necessary. On-site technicians are typically Charter employees and reside locally to provide the quickest turnaround possible. Customers are provided with a list of escalation contacts during the test and turn-up process.

Preventative Network Maintenance. Proactive network maintenance will be conducted between the hours of midnight and 6:00am local time. Charter will typically

provide at least three days prior notice before preventative maintenance is conducted.

Emergency Network Maintenance. Emergency network maintenance is work that is not reasonably anticipated but requires immediate action to address an issue that is likely to cause a material service outage. Charter will typically provide notice to the customer of emergency network maintenance as soon as is practicable, and when reasonable, will do so in advance of such maintenance.

6. Service Level Objectives

Charter provides the following standard service level objectives. More stringent SLA objectives can be negotiated on an individual case basis (ICB).

Metric	SLA	
	Unprotected Service	Protected Service
Availability	≥99.95%	ICB*
Latency	≤40 ms	ICB*
Jitter	N/A	ICB*
Packet Loss	N/A	ICB*
MTTR	≤4 hours	≤4 hours
Distance (network miles)	≤250	

6.1. Service Level Objective Definitions

Availability. Availability is a measure of the % of time that the service is operational, and is measured over a 30 day time period.

Latency. Latency, also known as frame delay, is a measure of the time required to transmit a Service Frame from source to destination across the metro Ethernet network.

Jitter. Jitter, also known as frame delay variation, is a measure of the difference in delay of two service frames.

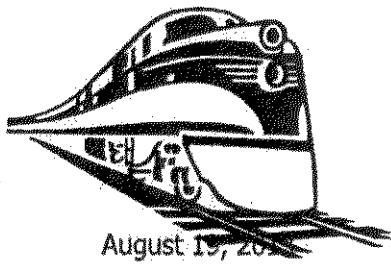
Packet Loss. Packet loss, also known as frame loss ratio, is a measure of the % of lost frames inside the metro Ethernet network.

Mean Time to Repair (MTTR)

MTTR is a measure of the average time required to restore the service to an operational state, as measured from the time that a trouble ticket is opened with the CB NOC.

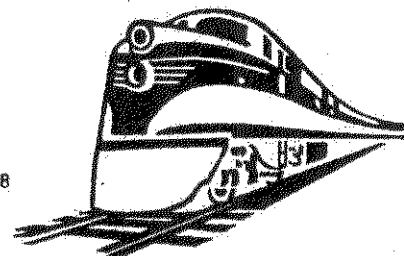
EXHIBIT I

Letter of commitment from R.J. Corman



RJ CORMAN RAILROAD GROUP

A LIMITED LIABILITY HOLDING COMPANY
101 RJ Corman Drive • PO Box 788 • Nicholasville, KY 40340-0788
(859) 881-7521 • Fax: (859) 886-7804 • www.rjcorman.com



August 19, 2011

Michael J. Evans
Clarksville Montgomery County Economic Development Council
25 Jefferson Street, Suite 300
Clarksville, TN 37041

RE: Project Eagle Rail Estimate Request

Mr. Evans,

R J Corman Railroad Group is very appreciative to be involved with the process as well as excited by the possibility of Project Eagle locating in Clarksville.

In regard to Mr. Chaney's attached letter, we would like to request the following information in order to provide estimated freight rates with an acceptable level of reliability:

Identify items to be transported, both inbound raw materials and outbound finished products. Including type / size of packaging or bulk handling necessary.

Estimated volumes and scheduling of these freight moves.

Origin point for the incoming raw materials, including port or point of entry for imported materials. Additionally, will the company need assistance with inventory handling, storage, or distribution?

Destination points for finished products, we understand that discussion of possible 3rd party contractor may be utilized to install product with wheels prior to shipment to the OEM's and how that may affect receiving locations.

We understand this information will be highly confidential, and that we are certainly committed to protecting that confidentiality for the company. We consider this to be part of a strong working partnership of which we maintain with all our freight customers.

Please let me know of any questions or concern this request may create.

Sincerely,

Bob Helton
Economic Development Manager
R J Corman Railroad Group

EXHIBIT J

September 11, 2013 Department of Transportation Commitment Letter



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

BUREAU OF ENGINEERING
SUITE 700, JAMES K. POLK BUILDING
605 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-0791

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

September 11, 2013

The Honorable Bill Hagerty, Commissioner
Department of Economic and Community Development
William Snodgrass/Tennessee Tower Building
312 Rosa L. Parks Avenue, 11th Floor
Nashville, Tennessee 37243

Subject: Project Eagle – Montgomery County

Dear Commissioner Hagerty:

I want to strongly convey the Tennessee Department of Transportation's (TDOT) firm support and willingness to work with you and your staff on Project Eagle in Clarksville and Montgomery County. This letter is to provide you with TDOT's understanding and level of strong commitment on the transportation requirements for the project.

Based on our discussions with the prospect and your staff, the Department has identified the following project elements that we believe will support the operations of this economic development project.

- Widen and improve State Route 237 approximately 0.8 miles from Interstate 24 to International Boulevard to a five (5) lane facility. Included in the project will be improvements to the on and off ramps at I-24, adequate turn and storage lanes for vehicles entering the proposed development site and traffic signals as warranted at International Boulevard and the interstate ramps. The timeline for this improvement would provide for traffic to utilize this facility no later than June 2016. The estimated cost of this improvement is \$13 million.
- Widen and improve US 79 (SR 13) approximately 1.3 miles from the existing five lane Cracker Barrel Drive/Alfred Thun Road near Interstate 24 to International Boulevard to a five (5) lane facility. Included in the project will be adequate turn and storage lanes for vehicles entering International Boulevard and traffic signals at International Boulevard. The timeline for this improvement would provide for traffic to utilize this facility no later than June 2018. The estimated cost of this improvement is \$16 million
- TDOT is prepared to conduct a study for a new interchange at I-24 mile marker 6 to improve access to the site via public roads. New access points to the interstate system must be warranted and meet the Federal Highway Administration's access requirements. In addition, the interchange will have to be adopted by the Clarksville-Montgomery County Metropolitan Planning Organization and modeled in the Long Range Plan. The interchange justification study will take approximately six months to complete.

Project Eagle
September 11, 2013
Page 2

- Should the interchange be justified, the department will include the project in a future budget as traffic warrants.
- TDOT is also prepared to provide Project Eagle with the permit(s) required to allow for the Sunday movement of overweight/over-dimensional vehicles. TDOT is committed to discuss waivers on certain rules and will do everything we can to assure safe and successful movement of these vehicles.
- TDOT is also prepared to issue the permit(s) required to allow trucks transporting goods to/from the company's facility to carry loads that exceed the state's permissible weight limits provided that such loads conform with federal weight limits of 20,000 pounds per axle and can safely navigate our high quality network of roads.

These facilities are part of our state highway network and we are prepared to commit the estimated \$29 million necessary to implement these projects with funds available in our program. Should an interchange be warranted, an additional investment of up to \$25 million could be expected.

Although TDOT has a number of other important projects under development, we welcome another opportunity to partner with the Department of Economic and Community Development.

I am very proud of the transportation system in Tennessee, as it is one of the best in the nation. We are continually developing projects and programs to enhance the movement of people, goods and services, as well as create jobs in Tennessee.

If you should have any additional questions or concerns, please contact me at 615-741-0791 or by email at Paul.Degges@tn.gov.

Sincerely,



Paul D. Degges, P.E.
Deputy Commissioner and Chief Engineer

PDD/jc

Cc: Commissioner John Schroer, TDOT
Mr. John Phillips, TDOT
Mr. Darrell Moore, TDOT
Mr. Will Alexander, TECD

EXHIBIT K

On-Site Fire Specifications

Clarksville

MONTGOMERY COUNTY, TN

ECONOMIC DEVELOPMENT COUNCIL •

Clarksville-Montgomery County Convention & Visitors Bureau • Clarksville Area Chamber of Commerce
Clarksville-Montgomery County Industrial Development Board

To cause a joint Fire Rescue (FR) and Emergency Management Service (EMS) Service Facility to be located in the Clarksville Montgomery County Corporate Business Park South by December 31, 2015.

The local governments agree to man and operate the joint FR and EMS Service Facility on a 24-hour and seven days a week schedule.

The Industrial Development Board (IDB) agrees to deed or lease a suitable site for the development of the joint FR and EMS Service Facility and to expend up to \$600,000 of Park Expansion funds and request funds from State ECD to assist in funding the facility up to \$800,000.

The City of Clarksville agrees to equip the Fire Rescue Service Facility with equipment that is adequate to handle chemical firefighting, with a 100' ladder truck capability.

Montgomery County agrees to equip the Emergency Management Services Facility with an ambulance including life-support equipment and life saving devices.

The Facility will have adequate emergency communication system connected to the Fire Rescue and Emergency Management Service facility.



Michael J. Evans
Executive Director
Clarksville Montgomery County
Industrial Development Board

EXHIBIT L

**Declaration of Covenants, Conditions and Restrictions for the Clarksville-
Montgomery County Corporate Business Park**

Clarksville-Montgomery County Corporate Business Park

This **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (this "Declaration") is made and entered into this 9th day of March, 2005, by THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF MONTGOMERY, a duly organized industrial development corporation organized pursuant to Tennessee Code Annotated, Section 7-35-101 (hereinafter referred to as "Declarant") for the benefit of its successors and assigns.

WITNESSETH:

WHEREAS, the Declarant is the Owner (pursuant to those certain *seven* Deeds dated March 23, 1998 recorded in Volume 654, Page 2057, dated April 17, 2002 recorded in Volume 833, Page 2207, dated April 19, 2002 recorded in Volume 833, Page 2853, dated April 19, 2002 recorded in Volume 833, Page 2856, dated April 23, 2002 recorded in Volume 834, Page 1110, and dated November 27, 2002 recorded in Volume 866, Page 1271, and dated December 8, 2005 recorded in Volume 1075, page 2964 in the Registrar's Office of Montgomery County, Tennessee) and manager of certain real property located in Montgomery County, Clarksville, Tennessee, commonly known as Clarksville-Montgomery County Corporate Business Park (hereinafter referred to as the "Property") which Property is more particularly described on Exhibit A attached hereto and incorporated hereto by this reference, and

WHEREAS, Declarant desires that the Property be developed and maintained as a business and manufacturing community concentrating on the development, promotion and advancement of commerce, technology, research, manufacturing, and other forms of concepts or ideas, and for other uses as set forth in this Declaration; and

WHEREAS, Declarant desires to establish certain covenants, conditions and restrictions regarding the use and occupancy of the Property.

NOW, THEREFORE, in consideration of the premises herein contained, the Declarant hereby subjects the Property to the following covenants, charges, assessments, conditions and restrictions and declares that the Property is and shall be held, transferred, sold, conveyed, leased, sub-leased and occupied subject to the following conditions, covenants, charges, assessments, restric-

tions, easements and reservations hereinafter set forth (collectively, the "Restrictions"):

ARTICLE I - DEFINITION OF TERMS

The following terms and words are defined for use herein as follows:

(a) "Building" shall mean and include, but not be limited to, both the main portion of a structure built for permanent use and all projections or extensions thereof, including but not limited to outside platforms and docks, canopies and enclosed accessory structures.

(b) "Building Site" shall mean any tract of real property within the Property, as determined by the legal description in a conveyance or lease thereof, sold or leased by the Declarant to another entity, upon which improvements are to be constructed. If two (2) or more adjacent Building Sites, are acquired by the same Owner or used as a single site by the same Occupant, such commonly owned Building Sites may, at the option of said Owner or Occupant, be combined and treated as a single Building Site for purposes of this Declaration, provided that the location of the improvements on such combined Building Sites shall be subject to the prior written approval of the Declarant.

(c) "Clarksville-Montgomery County Corporate Business Park" shall be the name of the Property and shall mean the Property when used herein and in Exhibits referred to herein.

(d) "Clarksville-Montgomery County Corporate Business Park Development Plan" shall mean the then existing general development plan which is on file at the office of Declarant and available for inspection or review.

(e) "Common Area" shall mean and include those tracts of real property to remain undeveloped and in a protected natural state and intended to be devoted to the common use and enjoyment of the Owners and Occupants of the Property. Common Area shall include road rights-of-ways, and land areas that are or shall be established for the common use of the Owners and Occupants, and any other portion of the Property except Building Sites.



Covenants Conditions Restrictions

Clarksville-Montgomery County Corporate Business Park

(f) "Common Facilities" shall mean and include all Improvements located on Common Areas.

(g) "Declarant" shall mean THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF MONTGOMERY, a Tennessee not-for-profit corporation, or its legal successor.

(h) "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions, together with all of the provisions contained herein as they now appear and as they may be hereafter amended.

(i) "Design Evaluation Criteria", shall mean the evaluation criteria, set forth in Exhibit B hereto and incorporated herein by reference, which criteria are subject to change from time to time as to future projects to be approved, which the Design Review Panel of the Declarant shall use to evaluate the Plans submitted by the Owner or Occupant for approval. The Design Evaluation Criteria are on file and available at the office of Declarant, but are not to be recorded with this instrument.

(j) "Design Review Panel" shall mean the Chairman of THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF MONTGOMERY and any Board member(s) or other individual(s) he or she designates for the purpose of evaluating Plans submitted by an Owner or Occupant.

(k) "Governing Body" shall mean the City of Clarksville or Montgomery County depending on the location and applicable governmental jurisdiction over the property at the time of sale.

(l) "Improvements" shall mean and include, but not be limited to, Buildings, roads, driveways, parking areas, fences, screening walls, retaining walls, loading areas, signs, utilities, lawns, landscaping and walkways, located on Building Sites, together with any construction, work or treatment done or applied to a Building Site in connection therewith.

(m) "Land Use Committee" shall mean the established committee selected by the Declarant's Board of Directors, one of the functions of which, among many, is to hear appeals of decisions of the Design Review Panel.

(n) "Occupant" shall mean an entity or person, including without limitation, an individual, corporation, joint venture, partnership, limited liability company, or association, which has purchased,

leased, rented or has otherwise legally acquired the right to occupy and use any Building or Building Site, whether or not such right is exercised. "Occupant" shall not mean the Declarant.

(o) "Owner" shall mean an entity, or person, including without limitation, an individual, corporation, joint venture, partnership, limited liability company, or association, which is record owner of a fee simple estate in a Building Site or other tract of real property located in the Property, except as hereinafter stated.

(p) "Plans" shall mean those design submittals required by the Design Evaluation Criteria for the construction of Improvements on a Building Site.

(q) "Value Points" shall mean score received by the Plans as compared to the Design Evaluation Criteria.

(r) "Visual Buffering" shall mean an installation of earth contouring and/or landscaping plants that shall partially obscure (or screen) views from one area to another as required by Section 5.8.

ARTICLE II - PURPOSE OF THIS DECLARATION

This Declaration is made to insure proper use, development and improvement of the Property so as to: (i) protect Owners and Occupants against such use of neighboring Building Sites as might depreciate the value of their property; (ii) guard against the erection in the Property of structures built with unsuitable materials or with improper quality or methods of construction; (iii) insure adequate and reasonable development of the Property; (iv) encourage the erection of attractive, permanent Improvements appropriately located to insure harmonious appearances and functions; (v) provide adequate off-street parking space and loading facilities; and (vi) encourage the development of advanced technological, architectural and engineering design and, in general, provide a harmonious development that will promote the general welfare of Owners and Occupants of the Property.

ARTICLE III - LAND USE

Building Sites shall be used in accordance with the Clarksville-Montgomery County Corporate Business Park Development Plan or an agreed upon survey site as approved by the Land Use Committee.

Covenants Conditions Restrictions

Clarksville-Montgomery County Corporate Business Park

Development Area A:

Uses shall include advanced manufacturing, research and development, product development, and various ancillary uses, such as warehousing and office specifically utilized by the aforementioned uses. All sites in Development Area A will be a minimum of five (5) acres.

Development Area B:

Building Sites shall also be utilized by certain other uses that directly benefit or support the business operations of the Owners and Occupants and their employees, and the public. Such other uses shall include, but not be limited to office, training and education, hotel, retail, restaurant, medical clinic and day care, or the same uses described in Development Area A.

The Design Evaluation Criteria shall be the basis of evaluation as to whether or not any present or intended design of a Building Site by an Owner or Occupant is within the meaning and intent of this Declaration and whether it is in keeping with the purposes referred to in Article II above.

ARTICLE IV - BUILDING PLANS APPROVAL

4.1 Design Evaluation: The Design Evaluation Criteria shall provide guidance to the Owner or Occupant in determining the criteria by which the Plans shall be reviewed for suitability, compatibility and conformance to the purpose and intent referred to in Article II above.

The Design Review Panel shall evaluate submitted Plans in accordance with the Design Evaluation Criteria. In the event a submittal does not score sufficient Value Points for approval as designated in the Design Evaluation Criteria, the Design Review Panel shall present the results of its evaluation to the Owner or Occupant. The Owner or Occupant may then revise and resubmit the Plans for reevaluation and approval. If, however, the Owner or Occupant is in disagreement with the findings of the Design Review Panel, the Owner or Occupant may request a review upon written notice to the Declarant. The Land Use Committee shall hear such appeals within fourteen (14) days of receipt of the notice to the Declarant. Should the Land Use Committee concur with findings of the Design Review Panel by majority vote, then the decision of the Design Review Panel shall be binding. Should the Land Use Committee determine that the Plans contain suffi-

cient Value Points, then the Owner or Occupant shall be permitted to proceed with Plans as originally presented or with such conditions as the Committee may impose.

4.2 Approval of Plans. Plans approval shall be achieved through evaluation of required documents by the Declarant. The Value Point total resulting from scoring the Plans in accordance with the Design Evaluation Criteria, shall determine whether or not plans are approved. If disapproved, by scoring fewer Value Points than required, the Owner or Occupant shall utilize the Criteria to determine what evaluation criteria have not been suitably met. No new construction or exterior alteration of any Building or other Improvement may be initiated without written approval of the Plans by the Declarant. Declarant shall either approve or disapprove any Plans submitted to it within thirty (30) days from the date on which they are submitted, and failure to either approve or disapprove within this period shall constitute disapproval of said Plans.

Upon receipt of approval from Declarant, the Owner or Occupant to whom the approval is given shall, as soon as practicable, satisfy any conditions thereof and upon commencement of construction diligently proceed with the completion of all approved construction. Unless work on the approved construction shall be commenced within one (1) year from the date of such approval, then the approval shall automatically be revoked, unless the Declarant has given written permission for an extension of time for commencing work.

The Declarant shall exercise its best judgment, based upon the Design Evaluation Criteria, to see that all Buildings and Improvements (including landscaping) conform and harmonize with existing and anticipated Buildings and Improvements in the Property regarding final design, quality, type of construction, material, color, setting, height, grade and finished ground elevation. Actions of Declarant through its approval or disapproval of Plans submitted pursuant to the provisions of this Article 4.2, or in respect of any other matter before it, including the use of the Property, shall be conclusive and binding on all parties. All communications to Declarant shall be addressed as follows:

Clarksville-Montgomery County Corporate Business Park Design Evaluation and Approval Process

Covenants Conditions Restrictions

Clarksville-Montgomery County Corporate Business Park

c/o THE INDUSTRIAL DEVELOPMENT BOARD
OF THE COUNTY OF MONTGOMERY
Attn: Chairman
312 Madison Street
Post Office Box 883
Clarksville, Tennessee 37041-0883

or to any such address as Declarant shall hereafter designate in writing addressed to Owners and Occupants, by certified or registered mail.

Applications for approval hereunder are to be submitted in duplicate to Declarant at the above address. Approval of Plans by Declarant shall be in writing and in accordance with procedures designated by Declarant.

Neither Declarant, nor any member, employee or agent thereof shall be liable to any Owner or Occupant or to anyone submitting Plans for approval, or to any other party by reason of a mistake in judgment, negligence or non-feasance, arising out of or in connection with the approval, disapproval or failure to approve any such Plans or for any other action in connection with the duties outlined hereinabove; and in this connection, no Owner or Occupant submitting Plans for approval will make any claim, nor bring any action, for any alleged damages against Declarant, any member, employee or agent thereof.

ARTICLE V - RESTRICTIONS

The following additional specific restrictions are imposed on the Property, and are in addition to zoning restrictions and regulations, applicable building and inspection codes and regulations and any other governmental restrictions and requirements, and any private restrictive covenants applicable to the Property (these regulations and restrictions being collectively referred to herein as the "Regulations"):

5.1 Construction Materials: The exterior walls of the main entrance structure must be faced with one or more of the exterior wall materials described in Exhibit B, Item 22. This covenant is designed to address the front entrance facing the most major road frontage of the development. If the front of the main entrance structure is an extension of the main building, the depth of the extension must be a minimum of ten (10) feet and must cover a major percentage of the length of the building facing the most major road.

5.2 Area, Yard, Height and Setback Requirements. All Building Sites shall be designed in accordance with the provisions of the M-2 Zone of the Zoning Ordinance of the Governing Body. If a zoning change is needed and approved, then the provisions of that ordinance will apply.

5.3 Temporary Structures. No temporary Buildings or other temporary structures shall be permitted on any Building Site; however, temporary buildings, barricades and the like shall be permitted for construction purposes during the construction period of a permanent Building. Such structures shall be placed as inconspicuously as reasonably possible, shall cause no inconvenience to Owners or Occupants, and shall be removed not later than ninety (90) days after the date of completion or the date of occupancy of the Building(s) (whichever date is first) in connection with which the temporary structure was used.

5.4 Other Structures. No kiosks, trailers, elevated tanks, storage tanks, or other similar structures shall be located on the Property without screening from view from neighboring Building Sites, or Common Areas (except construction trailers are permitted during the construction period but shall be removed as set forth in Paragraph 5.3). Any tanks for use in connection with any business, industry or manufacturing process, including tanks for the storage of fuels, must be screened sufficiently to screen them from view of neighboring Building Sites, or public streets.

5.5 Parking, Loading and Unloading Areas. All Building Sites shall have sufficient off-street parking to accommodate the needs of the Owner or Occupant without requiring parking off of the Property. No parking shall be permitted on any street or drive, or any place other than the paved parking spaces on a Building Site; and each Owner or Occupant shall be responsible for compliance by its employees and visitors, and shall be subject to the sanctions referred to in Paragraph 5.19 hereinafter for any violations committed by its employees or visitors.

Off street automobile parking and unloading spaces shall be as approved by Declarant. All parking visible from public roads shall be landscaped as recommended by the Zoning Ordinance of the Governing Body. All off-street parking lots shall be landscaped using an appropriate combination of trees and shrubbery installed in medians, islands, and around parking areas to

Covenants Conditions Restrictions

Clarksville-Montgomery County Corporate Business Park

visually segment large paved areas thereby partially screening off-street parking areas to meet the provisions set forth in the Design Evaluation Criteria.

Loading areas shall not be visible from any public street unless specifically approved by Declarant. Loading docks shall be set back and screened to minimize the effect of their appearance from neighboring Building Sites, Common Areas, and public streets.

5.6 Service Screening, Storage Areas. Garbage and refuse containers shall be contained within the Buildings or shall be concealed by means of a screening wall of material similar to and compatible with that of the Building or shall be screened using Visual Buffering. These elements shall be integral with the concept of the Building plan and/or landscaping plan. Visual Buffering shall be considered a suitable substitute for screen walls as described herein. Unless specifically approved by Declarant, no materials, supplies or equipment shall be stored on any area on a Building Site except inside a closed Building, or behind Visual Buffering so that they are screened from neighboring Building Sites, Common Areas or public streets. Visual Buffering shall not be required when the natural vegetation existing in an adjacent Natural Area at a side or rear property line is of such location and density that views from adjacent Building Sites or public streets are screened the same as if Visual Buffering were installed.

5.7 Streets, Drives, Curbs and Walks. Streets, drives and curbs shall be constructed or altered in accordance with Plans submitted to and approved by Declarant; provided, however, no such streets, drives and curbs shall be located on a Building Site without the prior written approval of the Owner or Occupant of such Building Site. The perimeter of all paved drives, parking areas, parking lot islands, and service areas shall have concrete curb and gutter.

5.8 Landscaping. All Building Sites shall provide Visual Buffering to screen views into adjacent utilitarian buildings, parking areas, and service and utility areas. As a minimum, landscaping beds at facility entrance drives, Building entrances and other areas where such beds are provided as part of a landscaping plan and must be maintained. Visual Buffering shall consist of a variety of canopy trees, evergreen trees, flowering trees,

large shrubs and seasonal flowering plants planted in a meandering, not rigid row, fashion. Parking areas shall be screened using earth contouring and/or a variety of canopy trees, evergreen trees, flowering trees, large shrubs and seasonal flowering plants to meet the requirements of the Zoning Ordinance of the Governing Body.

Every Building Site on which a Building shall have been placed shall be landscaped in accordance with Plans submitted to, and approved by, Declarant. Landscaping as approved by Declarant shall be installed within one hundred twenty (120) days of occupancy or completion of the Building, whichever occurs first, and such landscape will be properly maintained thereafter.

5.9 Exterior Materials, Colors. Finish building materials shall be applied to all sides of a Building, which are visible to the general public, as well as from neighboring Building Sites. Colors shall be harmonious and compatible with colors of the natural surroundings and other adjacent Buildings. Declarant shall have the sole right to approve or disapprove materials and colors so controlled.

5.10 Signs. All Building and Building Site exterior signage shall be approved by the Design Review Panel and comply with the Zoning Ordinance of the Governing Body. All Building Sites shall provide a Building Identification sign, which shall be ground mounted and/or a Building mounted sign for each Building Site. The following are recommended guidelines applicable to exterior signage: Ground mounted Building Identification signs shall be located near the entrance to the principal Building and shall have a maximum area of 40 square feet per panel side and maximum height of eight (8) feet above finished grade, and shall be placed no closer to the roadway right-of-way than ten (10) feet. In the event of dual entry Buildings which have entrances more than five hundred (500) feet apart, a second ground mounted Building identification sign shall be permitted near the secondary entrance, which shall have a maximum area of 40 square feet per panel side and a maximum height of five (5) feet above finished grade, and shall be placed no closer to the roadway right-of-way than ten (10) feet. The sign design materials and features must be reviewed and approved by the Design Review Panel, which Panel shall have authority to grant variances, including approval of specific company logo signage.

Covenants Conditions Restrictions

Clarksville-Montgomery County Corporate Business Park

One additional exterior wall sign shall be allowed per Building at the Occupant's option using the Occupant's standard text and logo either indirectly illuminated or non-illuminated.

Notwithstanding the foregoing, all signage must be approved by Declarant in writing and in advance of installation.

Additional exterior signs essential to inform and direct the public such as tenant identification signs, receiving/shipping, access areas, specified parking areas, and the like may be permitted if approved in writing by Declarant and in advance of installation.

Billboards and movable or portable advertising or business signs, including signs mounted on trailers and signs not securely fixed to the ground or Buildings, are prohibited throughout the Property, except under temporary situations not to exceed sixty (60) days and only with written approval from Declarant.

5.11 Utilities; Mechanical Equipment; Roof Projections. All ground-mounted mechanical equipment, utility meters, and storage tanks shall be screened from other Building Sites, Common Areas, or public streets. If concealment within the Building is not possible, then such utility elements shall utilize Visual Buffering. Antennas shall be screened to the extent practicable and consistent with appropriate electromagnetic considerations.

Penthouses and rooftop mechanical equipment screen walls shall be of a design and materials similar to and compatible with those of the Building that they serve.

Underground utility lines throughout the Property shall be used. No electrical transformer or other such apparatus shall be located on any power pole or hung on the outside of any Building, but same may be placed on or below the soil surface, and where so placed, shall utilize Visual Buffering.

Large items such as air conditioning, ventilating or other mechanical equipment shall be screened or enclosed in such manner as to conceal such equipment from ground-level view from adjacent Building Sites and public streets. If this is impossible or impractical, such elements shall be organized in an orderly manner in accordance with approval of Declarant. Projections shall be compatible with the Building.

5.12 Exterior Lighting. Each Building Site shall provide parking or pedestrian lighting compatible and harmonious throughout the Property according to the following: (a) light poles and fixtures shall be limited to a 30-foot maximum height unless approved in writing by Declarant; (b) light poles and fixtures are to have a painted finish; (c) all parking, road and security lights are to be cut-off luminaries; (d) all light sources are to be color corrected high-pressure sodium; (e) lighting intensity at entrances and use areas shall be a minimum five (5) foot-candles, paths and steps an average of one (1) foot-candle and parking one-half foot-candle; (f) exterior illumination shall be directed away from adjoining properties; and (g) directed or reflected glare (i.e., floodlights) shall not be visible at any property line. All exterior lighting shall be designed, erected, altered and maintained in accordance with Plans submitted to and approved by Declarant. It is recommended that exterior lighting be designed in accordance with recommendations of the International Dark Sky Association – www.darksky.org

5.13 Open Fires. Open fires of any type within the Property shall be expressly prohibited unless approved by Declarant and the Governing Body.

5.14 Nuisances. No Building Site may be used for any purpose or business which is dangerous, unsafe, or constitutes nuisance, unsightliness or emits any noxious or offensive dust, odor, gas, smoke, glare, fumes or noise, or emits any radiation (electromagnetic or otherwise) or radioactivity beyond the property line of any Building Site.

5.15 Conditions of Property. The Owner and Occupant of any Building Site shall at all times keep the Building Site, Building, Improvements, and appurtenances in a safe, clean condition and comply in all respects with applicable government, health, fire and policy requirements and regulations. The Owner and Occupant will remove at its own expense all trash, rubbish, and refuse from its/their Building Site and shall not burn any materials or rubbish of any description. Accumulated rubbish must be stored in covered, screened containers and be removed regularly.

5.16 Other Use Restrictions. The Property may not be occupied or used in connection with the operation of (i) a theater, (ii) a place of recreation or amusement, (iii) any place selling or serving alcoholic beverages, (iv) a bowling alley, (v) a

Covenants Conditions Restrictions

Clarksville-Montgomery County Corporate Business Park

billiard parlor, (vi) a night club, (vii) any use which would emit noxious odors or excessive vibration, (viii) a farm or agricultural facility, or (ix) a residential facility.

5.17 Use of Common Area. All owners and occupants and their respective agents, employees, and invitees, are prohibited from disturbing any portion of the Common Area in any manner at any time, but may utilize such area for its intended purpose.

5.18 Variance. Declarant may grant a variance from these restrictions upon written application. Declarant shall grant or deny any application within thirty (30) days of submission to Declarant. If the application is not granted or denied within the thirty (30) day period, the application shall be deemed to be denied.

5.19 Violations. Each Owner or Occupant shall be entitled to file complaints with Declarant alleging a violation of this Article. Declarant shall designate one (1) of its members or an agent who shall be readily available to investigate any complaints filed. If such member or agent shall conclude that any complaint filed has merit, the alleged violator shall be promptly notified in writing of the complaint; and, upon receipt of the written notice of the complaint, the alleged violator shall have ten (10) business days within which to begin in good faith to cure the violation or within which to file an appeal before Declarant. If the alleged violator does not begin in good faith to cure the violation or file an appeal within the ten (10) days provided, Declarant member or agent, as the case may be, may cause the violation to be cured at the expense of the Owner or Occupant deemed to be in violation. If the alleged violator appeals to Declarant, Declarant shall hear the appeal within seven (7) days. If a majority of members of the Land Use Committee uphold the findings of the individual member or agent, Declarant may cause the violation to be cured at the expense of the Owner or Occupant in violation, if the violator has not cured such violation within a reasonable time as determined by Declarant.

By owning, purchasing or leasing a Building Site, each Owner or Occupant binds itself, its successors and assigns, to pay to Declarant the actual cost to cure any violation hereunder together with liquidated damages of ten percent (10%) of such cost, which damages are, when collected, to be allocated by Declarant toward defraying the cost

of enforcing this provision. Any costs so assessed against an Owner or Occupant, if not paid within ten (10) days of demand, shall become a lien against that Owner's or Occupant's Building Site which shall attach and become effective upon the filing by Declarant of a lien against such defaulting Owner's or Occupant's interests in the Register of Deeds Office for Montgomery County, Tennessee. Only Declarant shall be entitled to enforce the provisions of this Article V.

ARTICLE VI - OWNERS ASSOCIATION/ PROPERTY AND COMMON AREA MAINTENANCE

Declarant has presently determined that neither an Owners Association nor a Common Area Maintenance Program are formed at the time of the recording of these Declarations of Covenants. However, if the Owners desire to establish either an Owners Association or a Common Area Maintenance Program, a two-thirds (2/3rds) majority of the Owners can form such program in either case and put the same in effect. However, any program, plan, or rules relating thereto shall require the approval of the Declarant so long as Declarant owns any land within the Property. For the purposes of this Article, Declarant shall not be deemed an "Owner" with regard to any acreage within the Property which is vested in Declarant solely for the purposes of carrying out the requirements of a "Payment in Lieu of Tax" Agreement (commonly referred to as a "PILOT" or "Tax Agreement"), and as to such acreage the term Owner shall be the Lessee of Declarant.

ARTICLE VII - EXTENSION OF DECLARATION TO ADJOINING REAL PROPERTY

If Declarant now owns or becomes the owner of real property contiguous to the Property (whether or not such properties are separated by any street, roadway, right-of-way, easement or Common Area), Declarant may at any time during the pendency of this Declaration add all or a portion of such real property to the Property. If Declarant wishes to extend this Declaration to adjoining real property, Declarant shall file of record a notice that such additional real property is made subject to this Declaration. Upon such recordation in Montgomery County, Tennessee, this Declaration shall run with the land already subject hereto and with the additional real property as if this Declaration had always applied to all of the additional real property from the inception hereof, and shall inure

Covenants Conditions Restrictions

Clarksville-Montgomery County Corporate Business Park

to the benefit of, and be binding upon, the Owners or Occupants of all such property, the Declarant, and any others having an interest therein, as Owners or Occupants or otherwise, their respective heirs, successors and assigns.

ARTICLE VIII - CONFLICTS

Zoning restrictions and regulations, applicable building and inspection codes and regulations and any other governmental restrictions and requirements shall be observed, and in the event of any conflict between this Declaration and any such codes, regulations, restrictions and requirements, the provisions which require more restrictive standards shall apply.

ARTICLE IX - EASEMENTS

Easements for the installation and maintenance of overhead or underground utilities, supply and transmission lines, drainage facilities, and railways, including rail sidings, are reserved by Declarant through all of the Property, excepting only areas within Building Sites on which Buildings are located or areas within Building Sites for which Plans and specifications for any Building have been approved by Declarant. Such easements shall include the right of ingress and egress, provided that any damage to property or improvements thereon resulting from the installation, maintenance or repair of any overhead or underground utilities, supply and transmission lines, drainage facilities, and railways, including rail sidings, shall be repaired or replaced at the expense of Declarant or the authority which directed the activities causing the damage.

ARTICLE X - ENFORCEMENT

Enforcement of the provisions of this Declaration shall be by the terms hereof or by any appropriate proceeding at law or in equity against any person, corporation or other entity violating or attempting to violate said provisions, either to restrain such violation, to enforce personal liability, or to recover damages, or by any appropriate proceeding at law or in equity against the land to enforce any lien or charge arising by virtue hereof. The failure of the Declarant, or any Owner or Occupant to enforce any of the provisions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter. Every Owner or Occupant shall be obligated to pay the attorneys' fees of the party or parties bringing an action against each Owner or Occupant for the enforcement of the provisions of

this Declaration; however, the prevailing party shall be entitled to recover its attorney's fees.

ARTICLE XI - COVENANTS AND RESTRICTIONS TO RUN WITH THE LAND

11.1 Binding Upon Successors and Assigns. The provisions of this Declaration contained in this instrument are not personal, but shall run with the land. Each and every one of these provisions is for the benefit of each Owner or Occupant, or any mortgagee or other interest therein, and each Owner or Occupant, by acceptance of a deed or a lease to a lot, parcel or tract of real property or a Building located within the Property (whether or not it shall be so expressed in such deed or other conveyance) accepts the same subject to the provisions and agrees for itself, successors and assigns to be bound by each of the provisions jointly and severally.

11.2 Privity of Contract and/or Estate. This Declaration will create privity of contract and/or estate with and among the Declarant, all grantees of any lot, parcel or tract of real property located on the Property, their heirs, successors, executors, administrators, representatives or assigns. Each Owner or Occupant shall be liable for matters ensuing during their respective period of ownership or occupancy.

ARTICLE XII - MISCELLANEOUS

12.1 Severability. Each and every clause, sentence, provision and paragraph shall be considered to be an independent separate covenant and agreement and in the event any one or more shall for any reason be held to be inviolate or unenforceable, the remainder of this Declaration shall nevertheless remain in full force and effect.

12.2 Term and Extensions. The conditions, covenants, restrictions, easements and reservations set forth in this Declaration shall run with and bind the land within the Property, as well as any adjoining real property to which this Declaration is extended in accordance with Article VII hereof and shall be and remain in effect, and shall inure to the benefit of, and be enforceable by Declarant, or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of fifty (50) years from the date this Declaration is recorded, and unless terminated in accordance with the procedure set out in Paragraph 12.3 below, the

Covenants Conditions Restrictions

Clarksville-Montgomery County Corporate Business Park

same shall extend automatically for another fifty (50) years.

12.3 Amendment or Extension. This Declaration may be (i) amended from time to time, (ii) terminated, or (iii) renewed and extended in whole or in part beyond the aforementioned terms for successive periods not to exceed ten (10) years each. Any of the foregoing shall be done by an instrument in writing, properly executed, acknowledged and filed with the Register of Deeds for Montgomery County, Tennessee, in accordance with the following provisions:

(a) If Declarant is an Owner of fifty percent (50%) or more of the total acreage of the Property, Declarant shall have the right to amend or extend this Declaration.

(b) If Declarant is an Owner of more than one percent (1%), but less than fifty percent (50%), of the total acreage of the Property, this Declaration may be amended or extended by Declarant and any remaining Owners which together with Declarant own or lease fifty percent (50%) of the remaining acreage of the Property.

(c) If Declarant is not an Owner of any acreage in the Property, this Declaration may be amended or extended by the Owners two-thirds (2/3) of the total acreage of the Building Sites. Any extension shall specify which conditions, covenants, restriction, easements and reservations are renewed and extended and the term for which they are extended. Any such extension shall be filed for record at least ninety (90) days prior to the effective date thereof.

(d) For the purposes of subsections 12.2 and subsections 12.3 (a), (b) and (c) set out above, Declarant shall not be deemed as an "Owner" with regard to any land/acreage where the title to such acreage is vested in Declarant for the purposes of carrying out the requirement of a "Payment in Lieu of Taxes" agreement (commonly referred to as a "PILOT" or "Tax Agreement"), and as to such acreage the term "Owner" shall be the Lessee of Declarant.

Each purchaser, lessee or grantee of any interest in any real property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance thereof, thereby agrees that the conditions, covenants, restrictions, easements and reservations of this Declaration are applicable

to such property and that they may be amended or extended as provided above; however, any such amendments shall apply to and be effective only as to a Purchaser, Lessee, or Mortgagee of land, to which these Restrictive Covenants apply, who has acquired such interest by purchase, lease, or mortgage subsequent to such amendment.

12.4 Modification, Amendment, or Release. Except as provided in Paragraph 12.2, any Owner or lessee of all or any portion of the Property is hereby put on notice that this instrument may be released, subordinated, modified, rescinded or amended without the necessity of obtaining its consent.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the day and year first above written.

DECLARANT:

THE INDUSTRIAL DEVELOPMENT BOARD OF
THE COUNTY OF MONTGOMERY

By: William S. Steward, Jr.
Title: Chairman

STATE OF TENNESSEE

COUNTY OF MONTGOMERY

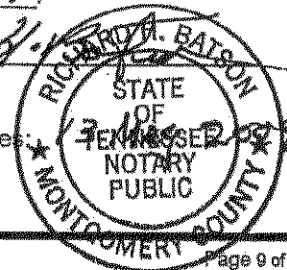
Before me, the undersigned, a Notary Public in and for the state and county aforesaid, personally appeared William S. Steward, Jr. with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Chairman of THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF MONTGOMERY, the within named bargainor, a corporation, and that he or she, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself or herself as Chairman.

Witness my hand and seal on this the 11th day of

July, 2007.

Richard A. Batson
Notary Public

My Commission Expires:



Covenants Conditions Restrictions

Clarksville-Montgomery County Corporate Business Park

EXHIBITS

Exhibit A – Property

Exhibit B – Design Evaluation Criteria

Covenants Conditions Restrictions

EXHIBIT A

Land in the Sixth (6th) Civil District of Montgomery County, Tennessee, conveyed by Thomas E. Baynham, Jr. to Industrial Development Board for the County of Montgomery by Deed of Record in Official Record Book Volume 833, Page 2856, R.O.M.C.T., to wit:

Beginning at an iron pin (new), said iron pin being located South 85 degrees 37 minutes 31 seconds West 4417.51 feet +/- from the centerline intersection of Dunlop Lane and Rollow Lane; said iron pin also being located in the southern property line of the Jack H. Dowlen property (ORV 733, Page 528, R.O.M.C.T.); said iron pin also being located in the western property line of the Jack F. Marshall property (ORV 647, Page 2165, R.O.M.C.T.);

Thence with the Jack F. Marshall line, South 09 degrees 16 minutes 06 seconds West 1823.01 feet to an iron pin (new), said iron pin being the southwest property corner of the said Jack F. Marshall property, said iron pin also being the northwest property corner of the Ann Ross Family Limited Partnership property (ORV 688, Page 1864, R.O.M.C.T.);


Thence with the Ann Ross Limited Partnership line, South 09 degrees 33 minutes 02 seconds West 2009.37 feet to an iron pin (new), said iron pin being a western property corner of the said Ann Ross Family Limited Partnership property, said iron pin also being located in the northern property line of the Montgomery County Industrial Development Board property (ORV 654, Page 2062, R.O.M.C.T.);

Thence with the Montgomery County Industrial Development Board line, North 83 degrees 07 minutes 54 seconds West 273.86 feet to a fence post;

Thence continuing with the Montgomery County Industrial Development Board line, North 81 degrees 36 minutes 21 seconds West 589.87 feet to an iron pin (old), said iron pin being the northwest property corner of the said Montgomery County Industrial Development Board property, said iron pin also being located in the east margin of Interstate 24;

Thence with the east margin of Interstate 24 for the following calls: North 24 degrees 24 minutes 41 seconds West 313.33 feet to a concrete monument; North 28 degrees 32 minutes 54 seconds West 806.72 feet to a concrete monument; North 29 degrees 50 minutes 14 seconds West 403.25 feet to a concrete monument, North 32 degrees 00 minutes 18 seconds West 907.20 feet to a concrete monument; North 34 degrees 20 minutes 46 seconds West 31.28 feet to a fence post, said fence post being the southeast property corner of the James A. Lewis property (ORV 580, Page 1147, R.O.M.C.T.);

PREPARED BY:
Dick H. Batson
ATTORNEY AT LAW
BATSON, NOLAN, WILLIAMSON
PEARSON & MILLER
121 SOUTH THIRD STREET
CLARKSVILLE, TN 37040



Thence with the James A. Lewis line, North 08 degrees 03 minutes 53 seconds East 1899.78 feet to an iron pin (old), said iron pin being the southwest property corner of the Coca-Cola Bottling Works of Tullahoma property (ORV 408, Page 349, R.O.M.C.T.);

Thence with the Coca-Cola Bottling Works of Tullahoma line, and the Jack H. Dowlen line, South 81 degrees 37 minutes 09 seconds East 2456.27 feet to the point of beginning, containing 177.636 acres +/-, according to a survey by David B. Smith Engineering, Inc., (DBS & Associates Engineering), 330 North Second Street, P.O. Box 949, Clarksville, Tennessee 37041-0949, dated October 31, 2001, and being designated as Map and Parcel No. 40-13, on the Maps of the Assessor of property for Montgomery County, Tennessee.

Land in the Sixth (6th) Civil District of Montgomery County, Tennessee, conveyed by Hayes Property of Clarksville, L.P. to Industrial Development Board for the County of Montgomery by Deed of Record in Official Record Book Volume 654, Page 2057, R.O.M.C.T., to wit:

Certain realty described according to a survey of David B. Smith, Engineering, Inc., dated January 8, 1998, and more accurate described as follows:

A tract of land located in the Sixth Civil District of Montgomery County, Tennessee, said tract being located north of and adjacent to Interstate 24, west of Neil Ross road, and south of the Ross McPhail and Thomas Baynham, Jr. Properties in all directions. Said tract is a portion of that described in Official Record Book Volume 612 Page 1341 in the Register's Office of Montgomery County Tennessee. Said tract is further described as follows:

BEGINNING at a concrete monument in the northern right-of-way of Interstate 24 said point being North 36 degrees 42 minutes 12 seconds West for a distance of 465.40 feet from a concrete monument at the right-of way intersections of U.S. Interstate 24 and Rossview Road;

THENCE North 36 degrees 42 minutes 12 seconds West for a distance of 540.86 feet along the northern right of way of U.S. Interstate 24 to a concrete monument;

THENCE North 32 degrees 38 minutes 42 seconds West for a distance of 604.29 feet along said right-of-way to a concrete monument;

THENCE North 22 degrees 15 minutes 26 seconds West for a distance of 635.89 feet along said right-of-way to a concrete monument;

THENCE North 23 degrees 35 minutes 11 seconds West for a distance of 773.02 feet along said right-of-way to a concrete monument;

THENCE North 25 degrees 34 minutes 05 seconds West for a distance of 494.12 feet along said right-of-way to an iron pin, said point being the southwest corner of the Thomas Baynham Property (O.R.V. 197, P.170, R.O.M.C.T.);

THENCE South 82 degrees 31 minutes 49 seconds East for a distance of 589.87 feet along the southern line of said Baynham Property, to a fence post;

THENCE South 84 degrees 03 minutes 22 seconds East for a distance of 1149.04 feet along the southern lines of said Baynham Property and Neil Ross Property (O.R.V. 453, p.1786, R.O.M.C.T.) to a fence post;

THENCE South 05 degrees 01 minute 08 seconds West for a distance of 829.63 feet along the western line of said Ross Property to a fence post;

THENCE South 08 degrees 17 minutes 47 seconds West for a distance of 1680.61 feet to the point of beginning.

Said tract contains 55.29 acres more or less.

Being designated as Map and Parcel No. 57-16.01 on the maps of the Montgomery County Assessor of Property.

Land in the First (1st) Civil District of Montgomery County, Tennessee, conveyed by Cory L. Lamoreaux et ux to Industrial Development Board for the County of Montgomery by Deed of record in Official Record Book Volume 866, Page 1271, R.O.M.C.T., to wit:

BEGINNING at an iron pin located in the west right of way of Rollow Lane (a 50 foot right of way), said pin also being 2110 feet more or less from the intersection of said Rollow Lane and Rossview Road, said pin also being the southeast corner of said herein tract described; thence leaving said Rollow Lane, South 83 degrees 55 minutes 00 seconds West, 418.77 feet to an iron pin found, said pin being the southwest corner of said herein tract described; thence North 02 degrees 00 minutes 49 seconds West 343.72 feet to an iron pin found; thence North 02 degrees 07 minutes 48 seconds West 336.29 feet to an iron pin found, said pin found being the northwest corner of said

herein tract described; thence North 82 degrees 42 minutes 35 seconds East, 370.47 feet to an iron pin found in said west right of way of said Rollow Lane, said pin also being the northeast corner of said herein tract described; thence with said Rollow Lane, South 07 degrees 06 minutes 12 seconds East, 364.38 feet to an iron pin found; thence continuing with said Rollow Lane, South 05 degrees 04 minutes 22 seconds East, 320.82 feet to the point of beginning. Said tract containing 6.21 acres more or less as per survey by David B. Smith Engineering, Inc., TRLS #1409, 330 North Second Street, Clarksville, TN 37041, dated 8/17/98.

This being designated as Map and Parcel 39-20 on the Maps of the Assessor of Property for Montgomery County, Tennessee.

Land in the First (1st) Civil District of Montgomery County, Tennessee, conveyed by Jack F. Marshall, et ux to Industrial Development Board for the County of Montgomery by Deed of Record in Official Record Book Volume 833, Page 2853, R.O.M.C.T., to wit:

Situated in the 1st Civil District of Montgomery County, Tennessee, being described according to a survey by David B. Smith Engineering, Inc. (DBS & Associates Engineering). 330 North Second Street, P.O. Box 949, Clarksville, Tennessee, 37041-0949, dated October 31, 2001, as follows:

BEGINNING at an iron pin in the southern margin of Dunlop Lane, said point of beginning being located in Stewart F. Dowlen northeast corner, runs thence with the southern margin of Dunlop Lane S 80° 45' 04" E 313.30' to an iron pin, said iron pin being located in the northwest corner of the Ann Ross Family General Partnership property (ORB 776, Page 1771, ROMCT), runs thence leaving said right of way with the western margin of said Ann Ross property S 08° 41' 58" W 2809.08' to an iron pin; thence with the northern margin of the Ann Ross Family Partnership property N 81° 25' 07" W 2392.31' to an iron pin; thence with the eastern boundary of the Thomas E. Baynham, Jr. property (ORB 197, PG 170, ROMCT) N 09° 16' 06" E 1823.01' to an iron pin; thence S 79° 40' 54" E 37.17' to an iron pin; thence N 09° 18' 49" E 465.12' to a king post; thence S 82° 26' 04" E 1376.73' to an iron pin; thence continuing with the fenceline meanders with property line S 82° 06' 34" E 654.55' to an iron pin; thence N 07° 17' 15" E 493.72' to the point of beginning, containing 129.101 +/- acres, and being designated as Map and Parcel No. 40-12, on the Maps of the Assessor of Property for Montgomery County, Tennessee.

Land in the Sixth (6th) Civil District of Montgomery County, Tennessee, conveyed by Ann M. Rees et ux to Industrial Development Board for the County of Montgomery by Deed of Record in Official Record Book Volume 833, Page 2207

Beginning at an iron pin (new) in the west margin of Rollow Lane, said iron pin being located North 10 degrees 30 minutes 33 seconds West 117.92 feet +/- from the centerline intersection of Rollow Lane and Rossview Road, said iron pin also being the southeast corner of the Ann Ross Limited Partnership property (ORV 688, page 1864, R.O.M.C.T.);

Thence with the Ann Ross Family Limited Partnership property, North 81 degrees 56 minutes 37 seconds West 522.65 feet to a point, said point being the northeast corner of the Maurice Mattingly property (ORV 416, page 687, R.O.M.C.T.);

Thence with the Maurice Mattingly property, South 04 degrees 16 minutes 57 seconds West 676.36 feet to a point, said point being located in the north margin of Rossview Road;

Thence with the north margin of Rossview Road, North 48 degrees 53 minutes 58 seconds East 703.36 feet to a point;

Thence on a curve to the left, said curve having a radius of 50.00 feet, an arc length of 38.17 feet, a chord of 37.25 feet and a chord bearing of North 27 degrees 01 minutes 39 seconds East to a point, said point being located in the west margin of Rollow Lane;

Thence with the west margin of Rollow Lane, North 05 degrees 09 minutes 20 seconds East 92.87 feet to the point of beginning, containing 4.698 acres +/-, and being designated as a portion of Map and Parcel No. 58-3.02, on the Maps of the Assessor of Property for Montgomery County, Tennessee.

This legal description is according to a survey by David B. Smith, TRLS #1409 of DBS & Associates Engineering, Inc., P.O. Box 949, Clarksville, Tennessee 37041-0949, dated October 31, 2001.

Land in the First (1st) and Sixth (6th) Civil Districts of Montgomery County, Tennessee, conveyed by Ann Ross Family General Partnership to Industrial Development Board for the County of Montgomery by Deed of Record in Official Record Book Volume 834, Page 1110, R.O.M.C.T., to wit:

Situated in the First (1st) and Sixth (6th) Civil Districts of Montgomery County, Tennessee, described according to a survey by David B. Smith Engineering, Inc., (DBS & Associates Engineering), 330 North Second Street, P.O. Box 949, Clarksville, Tennessee 37041-0949, dated October 31, 2001, as follows:

BEGINNING with an iron pin in the western margin of Rollow Lane, said point

of beginning being located at the northeast corner of the Ann Rees property, runs thence leaving said right of way N 81° 56' 37" W 507.77' to a point in the northwest corner of the Rees property, said point being the northeast corner of the Maurice Mattingly property, runs thence continuing with the northern margin of the Mattingly property on the same call of N 81° 56' 37" W 1910.10' to a point in the northwest corner of the Mattingly property and the northeast corner of the Lucien C. Connell, Jr. property; thence continuing on the same call of N 81° 56' 37" W 1083.00' to an iron pin; thence S 08° 44' 51" W 1092.25' to a concrete monument, the northern terminus of the Neil Ross public maintained right of way which leads to Rossview Road, thence N 80° 46' 45" W 51.89' to an iron pin in the eastern margin of The Industrial Development Board of the County of Montgomery, Tennessee, property, thence with a fence along the eastern boundary of The Industrial Development Board property N 09° 13' 15" E 1461.87' to a fence post; thence continuing N 05° 56' 36" E 829.63' to a fence post; thence along the northern boundary of The Industrial Development Board property and the southern boundary of the Ross property N 83° 07' 54" W 875.18' to an iron pin; thence with the eastern boundary of the Thomas E. Baynham Jr. property N 09° 33' 02" E 2009.37' to an iron pin; thence with the southern boundary of the Jack F. Marshall property S 81° 25' 07" E 2392.31' to an iron pin; thence along the eastern boundary of the Jack F. Marshall property N 08° 41' 58" E 2809.08' to an iron pin in the southern margin of Dunlop Lane; thence with the southern margin of Dunlop Lane S 80° 51' 50" E 868.08' to a point; thence S 80° 57' 59" E 856.87' to an iron pin; thence continuing with the southern margin of Dunlop Lane S 79° 51' 20" E 126.04' to an iron pin; thence on a curve to the right having a radius of 50', an arc distance of 79.66', chord bearing of S 34° 12' 44" E for a distance of 71.50' to an iron pin in the western margin of Rollow Lane; thence continuing with the margin of Rollow Lane S 11° 25' 51" W 96.44' to an iron pin; thence continuing with the western boundary of Rollow Lane S 08° 52' 11" W 527.34' to an iron pin; thence continuing S 08° 29' 22" W 261.53' to a point; thence S 09° 15' 13" W 411.06' to a point; thence continuing S 09° 11' 57" W 1484.94' to an iron pin; thence continuing S 09° 11' 57" W 273.06' to an iron pin; thence continuing S 08° 05' 45" W 270.56' to a point; thence leaving said right of way and going around the Cory L. Lamoreaux property N 83° 39' 57" W 370.49' to an iron pin; thence S 11° 29' 48" W 336.32' to an iron pin; thence S 11° 37' 47" W 342.68' to an iron pin; thence S 82° 26' 35" E 418.79' to an iron pin in the western margin of Rollow Lane; thence with the margin of Rollow Lane S 08° 41' 04" W 270.21' to a point; thence continuing with Rollow Lane S 03° 05' 24" W 1121.10' to an iron pin; thence continuing S 05° 09' 20" W 492.66' to the point of beginning, containing 407.694 +/- acres, and being designated as Map and Parcel No. 39-21, on the Maps of the Assessor of Property for Montgomery County, Tennessee.

Land in the First (1st) Civil District of Montgomery County, Tennessee, conveyed by Maurice E. Mattingly et al to Industrial Development Board for the County of Montgomery by Deed of Record in Official Record Book Volume 1075, Page 2964, R.O.M.C.T., reference is made to a quitclaim deed of record in Official Record Book Volume 1075, Page 2972, for the purpose of combining Tract I and Tract II into a single legal description., to wit:

TRACT I: Being a parcel of land in the 6th Civil District of Montgomery County Tennessee, said parcel is recorded in ORV. 416, Pg. 687 ROMCT and is generally located north of and adjacent to Rossvie Road, west of Rollow Lane and east of Interstate 24 and Neil Ross Road, said parcel is more particularly described as follows:

Beginning at an iron pin new in the north right-of-way of Rossvie Road, said iron pin new being the southwest corner of the Industrial Development Board property as recorded in ORV. 833, Pg. 2207 ROMCT, said iron pin new is also located South 50 degrees 48 minutes 31 seconds West 750.4 ft from the centerline intersection of Rollow Lane and Rossvie Road,

THENCE leaving said Industrial Development Board property and with the north right-of-way of Rossvie Road, South 43 degrees 58 minutes 23 seconds West 352.80 ft to a point,

THENCE continuing with said right-of-way on a curve to the right, having a radius of 1425.29 ft, a delta of 09 degrees 17 minutes 22 seconds, a tangent of 115.80 ft, an arc length of 231.08 ft and a chord of South 50 degrees 29 minutes 36 seconds West 230.83 ft to a point,

THENCE continuing with said right-of-way, South 55 degrees 30 minutes 32 seconds West 73.25 ft to a point,

THENCE continuing with said right-of-way on a curve to the right, having a radius of 513.51 ft, a delta of 30 degrees 29 minutes 19 seconds, a tangent of 139.94 ft, an arc length of 273.25 ft and a chord of South 68 degrees 48 minutes 11 seconds West 270.04 ft to a point,

THENCE continuing with said right-of-way, South 82 degrees 14 minutes 47 seconds West 824.08 ft to a point,

THENCE continuing with said right-of-way on a curve to the right having a radius of 1620.94 ft, a delta of 09 degrees 31 minutes 44 seconds, an arc length of 269.58 ft, a tangent of 135.10 ft and a chord of South 86 degrees 27 minutes 29 seconds West, to a point,

THENCE continuing with said right-of-way, South 89 degrees 56 minutes 48

seconds West 233.11 ft to an iron pin new, said iron pin new being the south east corner of the Lucien C. Connell Jr. property as recorded in ORV. 716, Pg. 687, ROMCT,

THENCE leaving said right-of-way and with the east boundary line of said Connell Jr. property, North 08 degrees 03 minutes 23 seconds East 1624.01 ft to an iron pin new in the south boundary line of the Industrial Development Board property as recorded in ORV. 834, Pg. 1110 ROMCT,

THENCE leaving said Connell Jr. property and with the south boundary line of said Industrial Development Board property, South 81 degrees 56 minutes 37 seconds East 1895.22 ft to an iron pin new, said iron pin new being the northwest corner of the Industrial Development property as recorded in ORV. 833, Pg. 2207 ROMCT,

THENCE leaving said south boundary line of said Industrial Development Board property, and with the west boundary line of said Industrial Development Board property, South 04 degrees 16 minutes 57 seconds West 676.36 ft to the point of beginning, containing 2,591,358.8 sq ft or 59.489 acres more or less.

TRACT II: Being a parcel of land in the 6th Civil District of Montgomery County, Tennessee, said parcel is recorded in ORV. 716, Pg. 687 ROMCT, said parcel is generally located north of and adjacent to Rossvie Road, west of Rollow Lane and east of Interstate 24 and Neil Ross Road, said parcel is more particularly described as follows:

Beginning at a point in the north right-of-way of Rossvie Road, said point being located North 77 degrees 28 minutes 03 seconds East 115.7 ft from the centerline intersection of Neil Ross Road and Rossvie Road,

THENCE leaving said right-of-way of Rossvie Road and with the east right-of-way of Neil Ross Road, North 48 degrees 47 minutes 40 seconds West 117.46 ft to a point,

THENCE continuing with said right-of-way on a curve to the left having a radius of 240.00 ft, a delta of 87 degrees 29 minutes 41 seconds, a tangent of 229.73 ft, an arc length of 366.50 ft and a chord of North 53 degrees 12 minutes 22 seconds West 331.91 ft to a point,

THENCE continuing with said right-of-way on a curve to the right, having a radius of 310.00 ft, a delta of 107 degrees 24 minutes 39 seconds, a tangent of 422.10 ft, an arc length of 581.15 ft, and a chord of North 45 degrees 00 minutes 46 seconds West 499.71 ft to a point,

THENCE continuing with said right-of-way, North 10 degrees 10 minutes 04

seconds West 51.86 ft to a concrete monument, said monument marking the terminus of Neil Ross Road, said monument also being a common corner with the Industrial Development Board property as recorded in ORV. 834, Pg. 1110,

THENCE leaving the terminus of Neil Ross Road and with the boundary line of the Industrial Development Board property, North 08 degrees 44 minutes 51 seconds East 1092.25 ft to a fence post,

THENCE continuing with the boundary line of said Industrial Development Board property South 81 degrees 56 minutes 37 seconds East 1083.00 ft to an iron pin new, said iron pin new being the northwest corner of the Maurice Mattingly property as recorded in ORV. 416, Pg. 687 ROMCT,

THENCE leaving said Industrial Development Board property and with the west boundary line of said Mattingly property, South 08 degrees 03 minutes 23 seconds West 1624.01 ft to an iron pin new in the north right-of-way of Rossvie Road, said iron pin new being the southwest corner of said Mattingly property,

THENCE leaving said Mattingly property and with said north right-of-way, South 89 degrees 56 minutes 48 seconds West 294.08 ft to the point of beginning, containing 1,638,130.3 sq ft or 37.606 acres more or less.

Being designated as Map and Parcel No. 57-17.01 and 57-17.02 on the Maps of the Assessor of Property for Montgomery County, Tennessee.

This legal description was provided by Chris Stewart at DBS & Associates Engineering, from Boundary Survey of the Lucien C. Connell, Maurice Mattingly & Ann M. Rees Properties dated October 31, 2001

Connie W. Bell, Register	
Montgomery County Tennessee	
Rec #: 151427	Instrument #: 752560
Rec'd: 95.00	Recorded
State: 0.00	7/13/2007 at 2:53 PM
Clerk: 0.00	in Volume
EDF: 2.00	1183
Total: 97.00	Pgs 1313-1331

Montgomery County Business Park

1

3 = Plan Submittal Is Acceptable or Design Is Above and Beyond Adequate 2 = Design Is Adequate 1 = Design Is Marginally Acceptable 0/A = Plan Submittal Missing 0/B = Design Is Not Acceptable 0/C = Design Does Not Merit Points			3	2	1	0	
Submittals for Design Evaluation			Review Comments				
SUBMITTALS - two (2) copies of preliminary drawings and written information noted below are required for project review. Submittal of one (1) set each of completed construction documents is required for final approval. Applicable Regulatory Agency Requirements shall be met (or approved by special exception or waiver by applicable agency with concurrence of DECLARANT).							All drawings and written information required by this section shall be submitted prior to design review
1.	Site Plan	Required - Include site boundaries; preliminary grading showing extent of encroachment into existing tree lines, building(s) outlines; paved parking, drives and services areas; curbing; location of ground signs; location of major exterior site equipment and above-ground utilities; fencing, postal boxes, and screen walls					
2.	Landscaping Plan	Required - Include planting plan; plant species, visual screening, irrigation types and locations					
3.	Building Floor Plans	Required - Include overall building dimensions - interior layout not required					
4.	Building Roof Plans	Required - Include indication of roof-top equipment and proposed screening					
5.	Building Elevations (rendered in color with shadowing)	Required - Include material designations; wall and opening configurations; roof-top screen-walls as applicable					
6.	Perspective Drawing (rendered in color)	Optional - Include principal view of building viewed from main approach					
7.	Exterior Signage Description	Required - Include written description of signage types, sizes colors, copy to be used on signs					
8.	Exterior Lighting Description	Required - Include written description of lighting type (color corrected high-pressure sodium), design selection (see EXHIBIT C)					

Exhibit B - Design Evaluation Criteria

Prepared for Clarksville-Montgomery County by Lockwood Greene



Montgomery County Business Park

2

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Subtotal							24 Points Required for Items 1 through 11
Design Requirements and Principal Objectives							
Site Design		Review of Site and Landscaping Plans, Exterior Signage and Lighting Descriptions					
12.	Installation of Trees, Shrubs, Flower Beds, Ground Cover – Article 5.9 and EXHIBIT E	Extent of planting – Includes effective visual screening of utilitarian areas; effective installation for attractive visual effect from predominant views of facility; effective planting in parking areas; types of vegetation are suitable to region, and landscaping is well integrated with building and design features; landscape planting is of a size to produce a reasonable initial effect at completion of building and site construction					
13.	Installation of Concrete and Masonry Landscape Accent Features	Use of brick masonry, architectural precast concrete panels, architectural concrete masonry units at landscaping walls and borders and sign bases in accordance with design precedent set in Montgomery County Business Park Common Areas					
14.	Retention Of Existing Trees – Article 5.3	Extent of special measures taken to preserve existing trees larger than 5-inch caliper					6 Points Required for Items 12 through 14
15.	Automatic Irrigation System for Planting Beds – Article 5.9	Required – Planting beds for trees, shrubs and flowering plants are provided with underground automatic irrigation system					
16.	Service Area Screening – Article 5.7	Required – Service, storage, utility and equipment yards and refuse disposal areas are effectively screened with walls of materials that are compatible with principal structures, and/or trees and shrubs and earthen berms are installed to provide initial 80-percent opacity					
17.	Site Fencing (when utilized)	Required – Chain link fencing shall utilize black vinyl coated wire and matching supports and hardware. Fencing shall be of a height and configuration suitable to the separation or regulatory needs to be accommodated. In Development Area B, decorative fencing compatible with a building or site shall be permitted in lieu of chain link fencing upon written approval of the Design Review Panel.					3 Value Points counted when no site fencing utilized

Exhibit B - Design Evaluation Criteria



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18.	Site Postal Boxes (when utilized)	Required - The standard general use postal boxes for building sites shall be Salsbury Industries, Model 4350 (front access) or 4360 (rear access), and color black. Installations requiring larger capacity or multi-tenant postal boxes shall utilize the larger capacity units of the same manufacturer, model line and color. Larger capacity units shall utilize Model 4375, and multiple unit installations shall utilize Models 4382, 4383, and 4384 for 2 through 4 attached, single pedestal boxes. Address identification numerals shall be 3-inch high white appliqué vinyl, typeface Helvetica, and placed in the center of the lower front panel on the front of the postal box or boxes. Postal boxes shall be mounted on a 4-inch-thick by 4-foot-square formed concrete pad with top surface flush with adjacent finish grade. Pad length shall extend 2-feet beyond ends of multiple postal box installations.					3 Value Points counted when no site postal boxes utilized
19.	Exterior Signage – Article 5.11 and EXHIBIT D	Required – Exterior signage system is planned in accordance with Montgomery County Business Park signage system					
20.	Concrete Curb and Gutter – Article 5.8	Required – Integral concrete and gutter of 18-inch standard width along roadways and at perimeter of parking areas and landscape islands					
21.	Exterior Lighting – Article 5.13	Required – Parking areas, driveways and pedestrian circulation are illuminated using lighting that Complies with the International Dark Sky Association - www.darksky.org					
Elevations							

Montgomery County Business Park

4

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23.	Exterior Wall Materials and Colors – Article 5.10	Required – Predominant use of colors that harmonize with the natural surroundings of Montgomery County Business Park and adjacent Buildings within – accent colors shall not be used to the extent that undue contrast or brightness detracts from the natural surroundings					
24.	Building Paint Coatings (when metal panel systems utilized)	Required – When metal panel wall or roof systems are approved by the Declarant, panel paint coatings applied to exterior metal fascia and roofing systems of buildings and structures shall utilize, as a minimum, a 2.4 mil Kynar 500® system consisting of a primer coat (.8 mil), a Kynar 500® color coat (.8 mil), and a Kynar 500® clear top coat (.8mil), or its equivalent. System shall be warrantable for minimum 20-year term. An accepted proprietary system example is CENTRIA Duragard Plus utilizing PPG Industries, Inc. coatings products.					3 Value Points counted when no painted metal fascia or roof areas utilized
25.	Roof or Building-Mounted Mechanical Equipment – Article 5.12	Required – Screened from view from ground level and from surrounding Building Sites either by removal from line-of-sight, or use of screen walls, pent-houses, parapet walls, or landscape schemes as appropriate					
Subtotal							33 Points Required for Items 15 through 25
Design Preferences and Other Objectives							
Site Design		Review of Landscaping and Site Plans					
26.	Automatic Irrigation System for Lawn Areas	Extent of lawn area automatic irrigation					
27.	Service Area Screening	As a screening enhancement, service and storage yards and refuse disposal areas are located on opposite side of building(s) from main facility entrance drives and/or Montgomery County Business Park public roadways and Common Areas					

Exhibit B - Design Evaluation Criteria



Montgomery County Business Park

5

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28.	Special Site Features	Project incorporates special site elements such as water-features; special aggregate paving for sidewalks; particularly extensive addition of native trees, shrubs or flowering plants; extensive use of landscaping at any required storm water detention basin; special walkway lighting such as bollards; or outdoor seating/gathering areas for employees					
Building Design			Review of Building Plans and Elevations				
29.	Exterior Wall Materials – Articles 5.1 and 5.10	Significant use of most durable and visually attractive approved exterior wall materials such as brick and architectural precast concrete					
30.	Sloped Roof Areas (when utilized)	Sloped roofs exposed to view from ground-level utilize standing seam metal system with use of color that harmonizes with the Building exterior wall systems and the natural surroundings of Montgomery County Business Park					2 Value Points counted when no sloped roof areas utilized
31.	Special Building Features	Project incorporates special building elements such as architectural features that enhance the development objectives of Montgomery County Business Park as a high quality business/industrial center					
Subtotal							14 Points Required for Items 26 through 31
Total Value Points Scored							=
Total Value Points Required – Items 1 through 35							= 77

Exhibit B - Design Evaluation Criteria



Selection of Exterior Lighting

It is required that exterior lighting be designed in accordance with recommendations of the International Dark Sky Association – <http://www.darksky.org>

All exterior signs shall be ASI Sign Systems Model No. 2300, or equivalent, non-illuminated, square corner, post and panel system, with mounting options including wall mounted (2314), Overhead or Projecting Mounted (2325), Double Post and Panel (2321DP or 2322DP), Flag Mounted (2321FL or 2321FL), or Center Mounted (2321 CTR or 2322 CTR). Post and panel system shall be Manufacturer's standard white color.

All exterior signs shall incorporate the color and text in accordance with Declaration. Typeface and sign panel accent colors shall be dark gray/bronze equal to Centria's Colorstorm™/PPG color #9912 "Sage Brown." Typeface for all ground-mounted signs shall be Helvetica Medium upper case letters except that one accent color band utilizing the same dark gray/bronze with "white" letters shall be used.

Additional exterior signs essential to inform and direct the public such as tenant identification signs, receiving/shipping areas, loading areas, specified parking areas and vehicle way be permitted if approved by the Design Review Panel and a sign of identification. All such signs shall be as specified above. Changeable message signs shall be ASI Sign Systems 2400 Series, or equivalent, non-illuminated, square corner, post and panel system, with post and panel mounting.

One exterior wall sign shall be allowed per building at the occupant's option using the occupant's standard text and logo either indirectly illuminated or non-illuminated.

Billboards and movable or portable advertising or business signs, including signs mounted on trailers and signs not securely fixed to the ground or buildings are prohibited throughout the Montgomery County Business Park. No building signs shall extend above the exterior walls of buildings or project more than 12 inches from the face of exterior building walls.

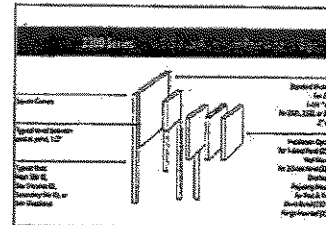


Exhibit D – Exterior Signage



**AMENDMENT TO RESTRICTIVE COVENANTS
THE INDUSTRIAL DEVELOPMENT BOARD OF
THE COUNTY OF MONTGOMERY**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS executed as of the 30th day of September, 2013, by THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF MONTGOMERY, being a duly organized Industrial Development Corporation created, pursuant to Tennessee Code Annotated § 7-53-101, et. seq.,

WITNESSETH:

WHEREAS, that by instrument dated March 9, 2005 and recorded July 13, 2007 in Official Record Book Volume 1183, Page 1313, in the Register's Office for Montgomery County, Tennessee, THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF MONTGOMERY (declarant) did, for the benefit of the existing industries that will be located in the Clarksville-Montgomery County Corporate Business Park also known as the Clarksville-Montgomery County Corporate Business Park South, as described in the aforesaid instrument of record, for the benefit of the citizens of Montgomery County and the State of Tennessee, imposed certain conditions, restrictions and covenants upon said realty described in said instrument of record; and

WHEREAS, that pursuant to paragraph 12.3(a) of said instrument of record, the Declarant may amend the Declaration if the Declarant owns fifty percent (50%) or more of the total acreage of the property.

WHEREAS, Declarant is the Owner of more than fifty percent (50%) of the total acreage of the property as of the date of execution of this amendment; and

WHEREAS, the Declarant desires to amend the Declaration of Covenants, Conditions and Restrictions of record in Official Record Book Volume 1183, Page 1313, Register's Office of Montgomery County, Tennessee.

Connie W. Bell, Register	
Montgomery County Tennessee	
Reg #: 293407	Instrument #: 987982
Reg'd: \$5.00	Recorded
State: 0.00	9/30/2013 at 1:59 PM
Clerk: 0.00	in Volume
Other: 2.00	1534
Total: 57.00	Pgs 305-315

NOW, THEREFORE, the Declarant does amend the Declaration of Covenants, Conditions and Restrictions of record in Official Record Book Volume 1183, Page 1313, Register's Office of Montgomery County, Tennessee, as follows:

ARTICLE V SHALL BE AMENDED AS FOLLOWS

I. Paragraph 5.7 shall be removed and replaced with the following:

5.7 Streets, Drives, Curbs and Walks. Streets, drives and curbs shall be constructed or altered in accordance with Plans submitted to and approved by Declarant; provided, however, no such streets, drives and curbs shall be located on a Building Site without the prior written approval of the Design Review Panel, and Owner or Occupant of such Building Site. The perimeter of all paved drives, parking areas, parking lot islands and service areas shall have concrete curbs and gutters. Any exception to this covenant requirement must be based on the recommendation and design of a qualified engineer providing for redirection of water runoff and subject to the approval of the Design Review Panel.

II. Paragraph 5.12 shall be removed and replaced by the following:

5.12 Exterior Lighting. Each Building Site shall provide parking or pedestrian lighting compatible and harmonious throughout the Property according to the following: (a) light poles and fixtures shall be limited to a 30-foot maximum height unless approved in writing by Declarant; (b) light poles and fixture are to have an architectural finish; (c) all parking, road and security lights are to be cut-off luminaries; (d) lighting intensity at entrances and use areas shall be a minimum five (5) foot-candles, paths and steps and average of one (1) foot-candle and parking one-half foot-candle; (e) exterior illumination shall be directed away from adjoining properties; and (f) directed or reflected glare (i.e., floodlights) shall not be visible at any property line. All exterior lighting shall be designed, erected, altered and maintained in accordance with Plans submitted to and approved by Declarant. It is mandatory that exterior lighting be designed in accordance with recommendations of the International Dark Sky

Association – www.darksky.org.

III. The following Section 5.20 shall be added to Article V:

5.20 Regional Drainage Basin Maintenance and Hold Harmless Agreement. The Purchaser/Owner of any building site shall, as a condition to the purchase of the Property, enter into a Regional Drainage Basin Maintenance and Hold Harmless Agreement with Declarant substantially in the form as shown in Exhibit C attached hereto and incorporated hereto by this reference. The terms of such Agreement with Buyer/Property owner shall be substantially in conformity with said Exhibit C, modified only as may be necessary with respect to special circumstances relating to the Property or to fully comply with all applicable law, which Agreement shall constitute a Covenant running with the land (Property).

ARTICLE XII SHALL BE AMENDED AS FOLLOWS

The following Section 12.5 shall be added to Article XII:

12.5 Construction. Where these Covenants require approval by the Declarant on matters which are within the jurisdiction and responsibility of the Design Review Panel, such approval may also be given by the decision of the Design Review Panel; and where these covenants require approval by the Declarant on matter which are within the jurisdiction and responsibility of the Land Use Committee, such approval may also be given by the decision of the Land Use Committee.

All other covenants, conditions and restrictions shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing as of the date written first herein.

THE INDUSTRIAL DEVELOPMENT BOARD
OF THE COUNTY OF MONTGOMERY,
TENNESSEE

by:

John Wallace Crow
JOHN WALLACE CROW, Vice-Chairman

Attested to by:

David Chesney
DAVID CHESNEY, Secretary

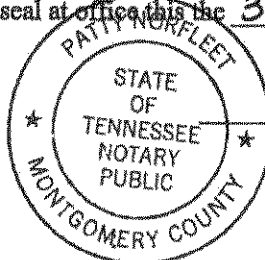
STATE OF TENNESSEE

COUNTY OF MONTGOMERY

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared **JOHN WALLACE CROW**, 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 VICE-CHAIRMAN of THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF MONTGOMERY, TENNESSEE, the within named bargainor, a public non-profit corporation, and that she as such officer, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as such officer.

Witness my hand and seal at office this the 30th day of September, 2013.
My Commission Expires:

10/15/16



Patty Norfleet
Notary Public

STATE OF TENNESSEE

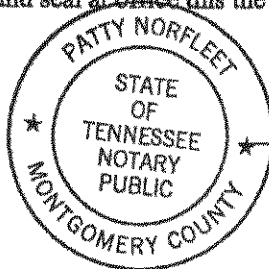
COUNTY OF MONTGOMERY

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared **DAVID CHESNEY**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the SECRETARY of THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF MONTGOMERY, TENNESSEE, the within named bargainor, a public non-profit corporation, and that he as such officer, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

Witness my hand and seal at office this the 30th day of September, 2013.

My Commission Expires:

10/15/16



Patty Norfleet
Notary Public

G:\BATSON\IDB\IDB-RESTRICTIVE COVENANTS\Amendments Restrictive Covenants\Amendment To Restrictive Covenants.9.30.13

Prepared by:
Matthew J. Ellis
Batson Nolan PLC
121 S. Third St.
Clarksville, TN 37040

Exhibit C
Amendment to Restrictive Covenants of the
Industrial Development Board of the County of Montgomery

REGIONAL DRAINAGE BASIN MAINTENANCE AND HOLD HARMLESS AGREEMENT
Clarksville Montgomery County Corporate Business Park South (CMCCBPS)

This Agreement made and entered into on this ____ day of _____, 20____, by and between The Industrial Development Board of the County of Montgomery (IDB), and also referred to as Seller, and _____, hereinafter referred to as "Buyer" or "Company", and

WITNESSETH:

WHEREAS, IDB has agreed to sell to Buyer a certain tract of land, as described in a survey prepared by Buyer, said land being located in CMCCBPS (the "Park"), in District 1 of Montgomery County, Tennessee, the "Property". A reduced size copy of the Boundary & Topographic Survey of the Property is attached as EXHIBIT A to this agreement, to which reference is hereby made; and

WHEREAS, IDB has agreed that the disposal of storm water from the Property to be sold will be allowed to be diverted to one of the designated storm water drainage Basins or a State approved Class V Injection Well located on IDB's property, such drainage Basin being also referred to as "Regional Drainage Basin or Detention Area" (the "Basin"), which Basin or Detention Area will accommodate other acres of surrounding land for storm water drainage purposes, all as shown on EXHIBIT B attached hereto to which reference is hereby made; and

WHEREAS, the Buyer agrees, (i) to be responsible for a portion of the costs of maintenance and repair with respect to said Basin or Detention Area based on an agreed upon allocation as hereinafter set out; and (ii) Buyer understands and agrees to comply with all applicable laws, statutes, governmental rules and regulations, and specifically comply with the requirements of the Montgomery County Storm Water Control Program and the requirements of the Tennessee Department of Environment and Conversation relating to the use of said Basin or Detention Area which the subject Property will utilize, and also with any applicable Federal regulations or laws pertaining thereto; and (iii) Buyer understands and agrees that it, as owner of the Property, and any future owner of the Property utilizing such Basin or Detention Area, will be held fully liable for any violation of any governmental laws, rules, or regulation, applicable to the use of, or operations on, the Property with respect to such Basin or Detention Area, and with regard to the discharge, in any form, of a pollutant or contaminant in violation of any governmental law or regulation into the

Basin or Detention Area which is found to be attributable to the use, operation or maintenance of the Property.

NOW, THEREFORE, for a good and valuable consideration, the receipt and sufficiency of which is acknowledged, and in consideration of IDB agreeing to the sale of the Property to Buyer, and the use of such Basin or Detention Area as aforesaid and specifically in consideration of, in connection with, and/or in furtherance of, the granting by IDB to Buyer of a Payment In Lieu Of Tax Agreement (PILOT) to be entered into and between IDB and Buyer in relation to said sale of the Property, the parties do agree to the following terms and conditions, which terms, conditions and obligations of the owner of the Property shall run with the land (Property) served by the Basin or Detention Area and be binding on such Property Owner for and so long as the Basin or Detention Area serves the Property for surface water drainage disposal, and may be referenced in the deed and in any applicable PILOT transaction document regarding the Property.

1. Maintenance and Repair, and Cost Share.

Buyer agrees to be responsible for the maintenance of any portion of the storm water drainage system that serves Buyer's land which is either on Buyer's land or is on located beyond the boundaries of Buyer's Property which leads up to the point of actual discharge into the Basin or Detention Area itself, and Buyer shall keep same in good order and repair at all times, at its expense.

IDB agrees to maintain the Basin or Detention Area in good working order acceptable to Montgomery County. Such maintenance shall include every type of maintenance and repair which may be necessary to comply with all State and County requirements and specifically any maintenance requirements of Montgomery County for compliance with its Storm Water Control Program.

The cost of such necessary maintenance and repair, from time to time, shall be reimbursed to IDB on a pro-rata basis by the owners of the Properties served by the Basin or Detention Area. Therefore, Buyer specifically agrees that, as owner of the subject Property, and for so long as it is the owner of the Property, and also any future owner of the Property, shall reimburse IDB for its appropriate percentage as determined by the number of acres which drain into the Basin or Detention Area from the Property, together with all costs of maintenance and repair to the said Basin or Detention Area incurred by IDB, from time to time, which percentage cost sharing the Buyer deems is a proper allocation of costs. The parties agree that such percentage of the costs applicable to the subject Property shall be _____. Such reimbursement payment to IDB of such

cost sharing will be paid by Buyer/Property owner within 30 days of receipt of an invoice from IDB.

2. Compliance with Applicable Laws, Rules and Regulations.

(i). Environmental Covenants.

Buyer covenants and agrees that: (a) all uses and operations on or of the Property, whether by Buyer or any other person or entity, shall be in compliance with all Environmental Laws and permits issued pursuant thereto; (b) there shall be no Releases of Hazardous Substances or other pollutive discharge in, on, under or from the Property by Buyer, the owner of the Property, or anyone controlled by, controlling or under common control with Buyer; (c) Buyer shall keep the Property free and clear of all liens and other encumbrances imposed pursuant to any Environmental Law, whether due to any act or omission of Buyer or any other person or entity (the "Environmental Liens"); (d) Buyer shall, at his sole cost and expense, perform any environmental site assessment or other investigation of environmental conditions in connection with the Property, pursuant to any written request of IDB (provided that such request is made based upon IDB's reasonable belief that there are Hazardous Substances or other pollutive discharge in, or under the Property which are not in compliance with Environmental Laws), and share with IDB the reports and other results thereof, and IDB shall be entitled to rely on such reports and other results thereof; (e) Buyer shall, at his sole cost and expense, comply with all reasonable written requests of IDB to (i) reasonably effectuate remediation of any condition (including but not limited to a release of a Hazardous Substances or other pollutive discharge) in, on, under or from the Property; (ii) comply with any Environmental Law; (iii) comply with any directive from any governmental authority relating to compliance with Environmental Law; (iv) comply with all agreements executed by Buyer relating to compliance with Environmental Law (including but not limited to requirements of the Montgomery County Storm Water Maintenance Agreement) and (v) take any other reasonable action necessary or appropriate for protection of human health or the environment; (f) shall not do or allow any tenant or other user of the Property to do any act that materially increases the dangers to human health or the environment or poses an unreasonable risk of harm to any person or entity (whether on or off the Property), impairs or may impair the value of the Property, is contrary to any requirement of any insurer, constitutes a public or private nuisance, constitutes waste, or violates any covenant, condition, agreement or easement applicable to the Property; and (g) Buyer shall immediately notify IDB in writing of (i) any presence or Releases or threatened Releases of Hazardous Substances or other pollutive discharge in, on, under, from or migrating towards the Property; (ii) any non-compliance with any Environmental Laws related in any way to the Property; (iii) any actual or

potential Environmental Lien; (iv) any required or proposed remediation of environmental conditions relating to the Property; and (v) any written or oral notice or other communication of which Buyer becomes aware from any source whatsoever (including but not limited to a governmental entity) relating in any way to Hazardous Substances or other pollutive discharge, or Remediation thereof, possible liability of any person or entity pursuant to any Environmental Law, other environmental conditions in connection with the Property, or any actual or potential administrative or judicial proceedings in connection with anything referred to in this Agreement.

(ii). Testing Cooperation and Access.

Buyer agrees to fully comply with all applicable environmental laws, and, specifically, the Rules and Regulations of the Tennessee Department of Environment and Conservation, including, but not limited to, the construction and maintenance of any sampling structures on the Property and to engage in periodic sampling and measuring of the storm water collected from such sampling structures on the Property, and shall record the results of such testing and maintain such records as are required, and report the results of such monitoring and testing activities to the appropriate authorities and to IDB. Buyer agrees to undertake such obligations and engage in such activities at Buyer's sole cost and expense. All required monitoring and water sampling records shall be maintained by Buyer and made available for inspection by the appropriate authorities and by IDB at all reasonable times.

IDB and any other person or entity designated by IDB (including but not limited to any receiver, any representative of a governmental entity and any environmental consultant), shall have the right but not the obligation to enter upon the Property at all reasonable times to assess any and all aspects of the environmental condition of the Property and its use, including but not limited to conducting any environmental assessment or audit (the scope of which shall be determined in IDB's sole and absolute discretion) and taking samples of soil, groundwater or other water, air or building materials, and conducting other invasive testing. IDB and any other person or entity designated by IDB, may construct and maintain, on the Property, any structures or "outfalls" reasonably necessary to meet any groundwater or surface water testing requirements and/or to allow for proper identification of any Hazardous Substances or other pollutive discharge prior to such groundwater or surface water entering the Basin. Buyer shall cooperate with and provide access to IDB and any such person or entity designated by IDB. All such investigations shall be performed at Buyer's sole cost and expense.

3. Indemnification and Hold Harmless.

Buyer covenants and agrees, at his sole cost and expense, to protect, defend, indemnify, release and hold IDB harmless from and against any and all Losses (defined below) imposed upon or incurred by or asserted against IDB and directly or indirectly arising out of or in any way relating to any one or more of the following: (a) the past, present or future presence, Release or threatened Release of any Hazardous Substances or other pollutive discharge in, on, above, or under the Property; (b) any past, present or threatened noncompliance or violations of any Environmental Laws (or permits issued pursuant to any Environmental Law) in connection with the Property or operations thereon; (c) any legal or administrative processes or proceedings or judicial proceedings in any way connected with any matter addressed in this Agreement; (d) any personal injury, wrongful death, or property or other damage arising under any statutory or common law or tort law theory concerning Hazardous Substances or other pollutive discharge; and (e) any misrepresentation or inaccuracy in any representation or warranty or material breach or failure to perform any covenants or other obligations pursuant to this Agreement.

Furthermore, upon written request by IDB, Buyer shall defend same in the name of IDB by attorneys and other professionals approved by IDB. Notwithstanding the foregoing, IDB may, in their sole and absolute discretion, engage their own attorneys and other professionals to defend or assist them, and, at the option of IDB, their attorneys shall control the resolution of any claim or proceeding. Upon demand, Buyer shall pay or, in the sole and absolute discretion of the IDB, reimburse IDB for the payment of reasonable fees and disbursements of attorneys, engineers, environmental consultants, laboratories and other professionals in connection therewith.

4. Definitions.

As used in this Agreement, the following terms shall have the following meanings:

(i). The term "Hazardous Substances or other pollutive discharge" includes but is not limited to any and all substances (whether solid, liquid or gas) defined, listed, or otherwise classified as pollutants, hazardous wastes, hazardous substances, hazardous materials, extremely hazardous wastes, sediment, or words of similar meaning or regulatory effect under any present or future Environmental Laws or that may have a negative impact on human health or the environment including but not limited to petroleum and petroleum products, asbestos and asbestos-containing materials, polychlorinated biphenyls, lead, radon, radioactive materials, flammables and explosives.

(ii). The term "Environmental Law" means any present and future federal, state and local laws, statutes, ordinances, rules, regulations and the like, as well as common law, relating to protection of human health or the environment, relating to Hazardous Substances or other pollutive discharge, relating to liability for or costs of Remediation or prevention of Releases of Hazardous

Substances or other pollutive discharge, or relating to liability for or costs of other actual or threatened danger to human health or the environment. The term "Environmental Law" includes, but is not limited to, the following statutes, as amended, any successor thereto, and any regulations promulgated pursuant thereto, and any state or local statutes, ordinances, rules, regulations and the like addressing similar issues: the Comprehensive Environmental Response, Compensation and Liability Act the Emergency Planning and Community Right-to-Know Act; the Hazardous Substances Transportation Act; the Resource Conservation and Recovery Act (including but not limited to Subtitle I relating to underground storage tanks); the Solid Waste Disposal Act; the Clean Water Act; the Clean Air Act; the Toxic Substances Control Act; the Safe Drinking Water Act; the Occupational Safety and Health Act; the Federal Water Pollution Control Act; the Federal Insecticide, Fungicide and Rodenticide Act; the Endangered Species Act the National Environmental Policy Act; and the River and Harbors Appropriation Act. The term "Environmental Law" also includes, but is not limited to, any present and future federal, state and local laws, statutes, ordinances, rules, regulations and the like, as well as common law: conditioning transfer of property upon a negative declaration or other approval of a governmental authority of the environmental condition of the property; requiring notification or disclosure of Releases of Hazardous Substances or other pollutive discharge, or other environmental condition of the Property to any governmental authority or other person or entity, whether or not in connection with transfer of title to or interest in property; imposing conditions or requirements in connection with permits or other authorization for lawful activity; relating to nuisance, trespass or other causes of action related to the Property; and relating to wrongful death, personal injury, or property or other damage in connection with any physical condition or use of the Property.

(iii). The term "Release" with respect to any Hazardous Substance or other pollutive discharge includes but is not limited to any release, deposit, discharge, emission, leaking, leaching, spillage, seeping, migrating, ejecting, pumping, pouring, emptying, escaping, dumping, disposing or other movement of Hazardous Substances or other pollutive discharge.

5. Miscellaneous.

(i). Gender and Number.

The pronouns used herein shall include, when appropriate, either gender and both singular and plural, and refers to the appropriate party whether individual or in corporate, proprietary or other ownership form. The word "Property" whenever used herein, is not used in a strictly collective sense, but includes parts and fractions of the Property conveyed as well as the aggregate of such Property.

(ii). Severability.

Should any provision or clause of this instrument be held invalid for any reason, the remaining provisions of this Instrument shall be given effect to the extent possible absent the invalid provision. To this end, the provisions of this Instrument are declared to be severable.

(iii). This Document Controls.

This Document contains the final, complete and entire agreement between the parties hereto and supersedes any and all prior agreement. The obligations assumed by the Parties are joint and several, and shall be binding upon the legal representatives, as successors and assigns of the parties hereto.

(iv). Applicable Law.

This instrument has been executed and delivered in the State of Tennessee. It is intended that it shall be construed and governed exclusively by the applicable laws of the State of Tennessee and the United States of America.

(v). Section Headings Not Controlling.

The headings of the several sections in this instrument have been prepared for convenience and reference purposes only and shall not control, affect the meaning, or be taken as an interpretation of any provision of this instrument.

(vi). Not Partners.

Nothing contained herein or in any other document shall be deemed to render the parties as partners or joint venturers for any purpose.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

The Industrial Development Board of
The County of Montgomery

By: _____
Chairman

Buyer/Company

By: _____
(Name and Title)
Buyer

EXHIBIT M
PILOT Agreements

EXHIBIT N

Training Center Complex Specifications

Exhibit	Document
N	Training Center Complex Specifications

1. Training Center Complex Location in the Site

- ① Proving ground (430m x 806m)
- ② Plant pad (700m x 950), Red dot line
- ③ Parking area (130m x 550m)
- ④ Building area (AHQ, R&D, TC) (230m x 430m)

- PG, Container yard, Parking area (same as road condition)
- Access road , road inside plant
- Building: Plant, Office building, Utility center, Test building, Power Substation, AHQ, R&D, TC building, etc

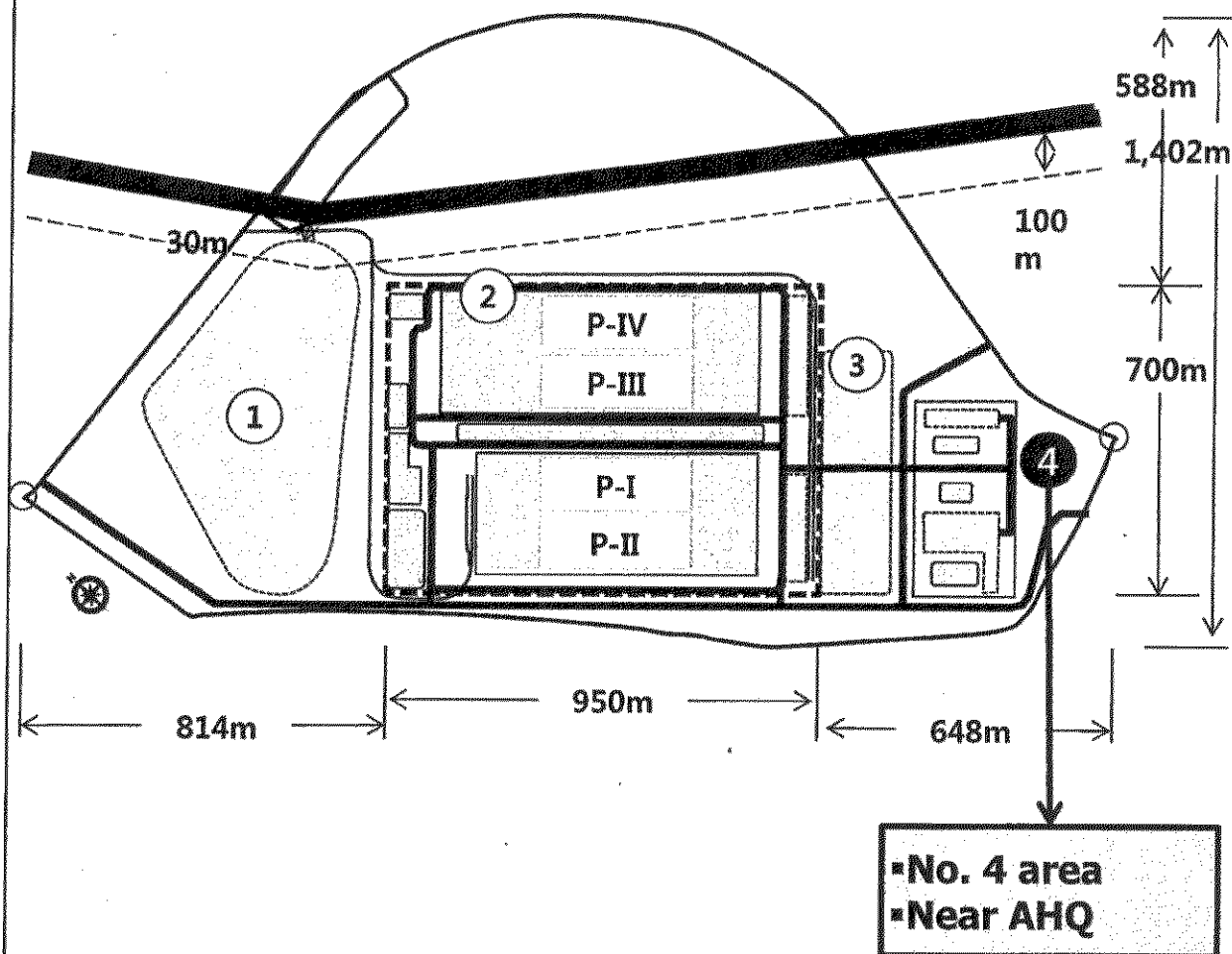


Exhibit	Document
N	Training Center Complex Specifications

2. Training Center Complex Size (1)

▪ **TOTAL Size:** roughly 6,600 m² including Parking Lot

▪ **Building Size:** roughly 5,000 m²

1) A building: 3,000 m² (W 50m X L 60m)

-Auditorium + Classes + Office + Teacher Waiting Rooms + Training Aids Storage Rooms

2) B building: 2,000 m² (W 50m X L 40m)

-Manufacturing Process Practical Training Area + Lounge + Half Finished Goods Depot

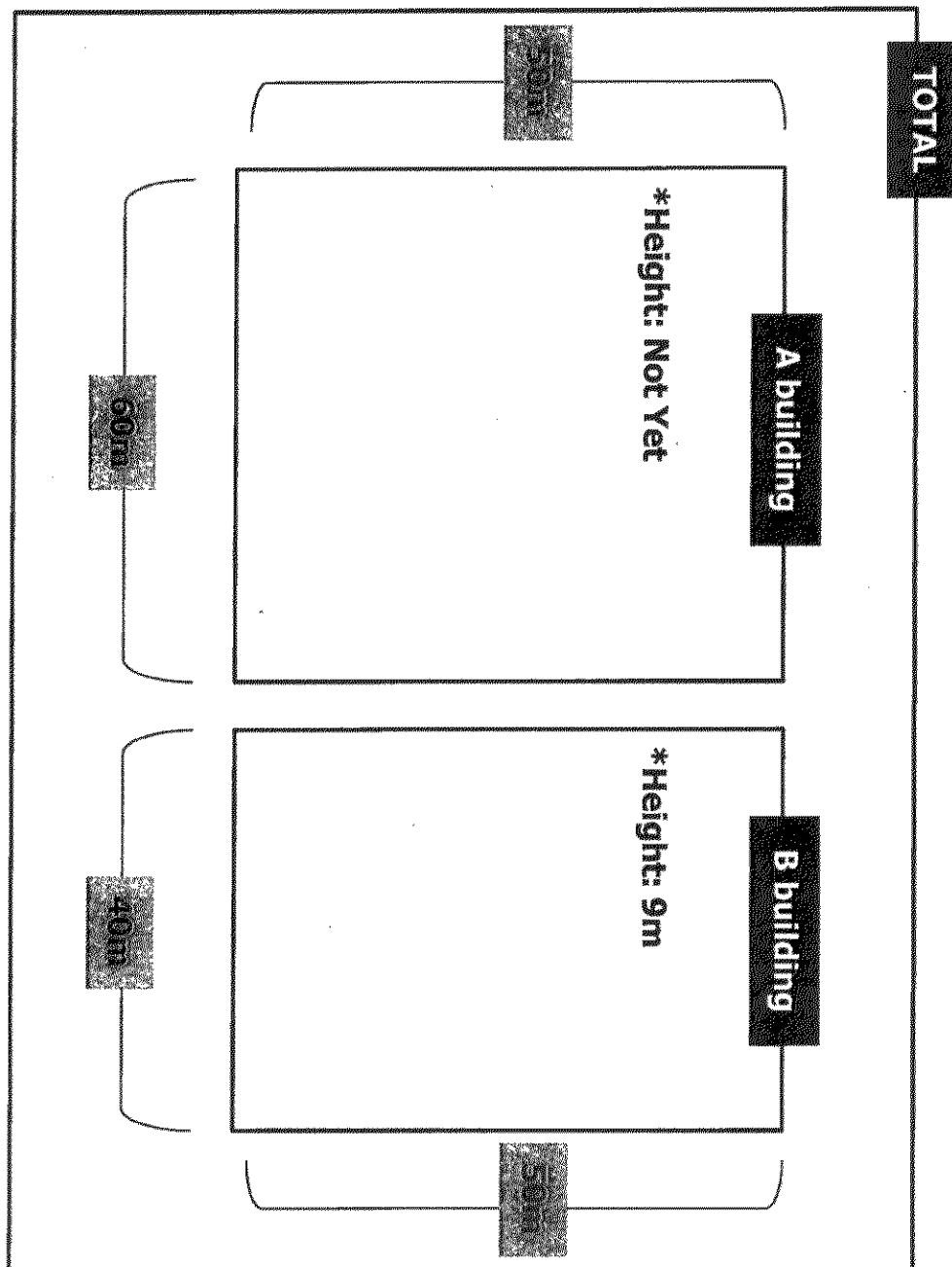


Exhibit	Document
N	Training Center Complex Specifications

2. Training Center Complex Size (2)

•Specification for Each Building

A building

Classification	Size	Amount	TOTAL	Remarks
Auditorium	1,322.3 m ²	1 ea	1,322.3 m ²	-for all employees
Class Rooms	99.1 m ²	8 ea	792.8 m ²	-for trainees
Office	330.5 m ²	1 ea	330.5 m ²	-for planning and operating training programs
Additional Space	66.1 m ²	6 ea	396.6 m ²	-for teacher waiting 4ea + training aids storage 2ea
TOTAL		16 ea	2,842.2 m²	

B building

Classification	Size	Amount	TOTAL	Remarks
Practical Area	1,983.0 m ²	1 ea	1,983.0 m ²	-for realistic practice with using all equipments
Additional Space	66.1 m ²	2 ea	132.2 m ²	-for half finished goods storage from practice process
TOTAL		3 ea	2,115.2 m²	

Exhibit	Document
N	Training Center Complex Specifications

3. Cost for Training Center Complex

• There are three parts for estimation
; (1) Construction + (2) Furnishing + (3) Equipment for A, B building

[Unit: USD]

	Classification	Details	(1)	(2)	(3)	TOTAL
A	Auditorium	400 seats	952,400	285,700	-	1,238,100
	Class Rooms	30 people for each	666,700	142,900	-	809,600
	Office		476,200	47,600	-	523,800
	Additional		666,700	66,700	-	733,400
	Sub Total		2,762,000	542,900	-	3,304,900
B	Practical Area	Oil Pressure, pneumatic	761,900	47,600	666,700	1,476,200
		AB, PLC, Motion Control	761,900	47,600	619,000	1,428,500
		Mixing Process	666,700	47,600	333,300	1,047,600
		Extruding Process			333,300	333,300
		Rolling Process			333,300	333,300
		Cutting Process			333,300	333,300
		Bead Process			333,300	333,300
		Forming Process			333,300	333,300
		Curing Process			333,300	333,300
		Uniformity Machine			333,300	333,300
		Data Base Machine			333,300	333,300
		Measuring Machine			285,700	285,700
		Welding & Plumbing			285,700	285,700
		Safety Practice Machine	2,000,000	238,100	761,900	3,000,000
		Environmental protection				
	Additional	For Half finished goods	666,700	47,600	-	714,300
	Sub Total		4,857,200	428,500	5,618,700	10,904,400
	TOTAL		7,619,200	971,400	5,618,700	14,209,300

EXHIBIT O

Description of Jobs Based Training Program

FastTrack Job Training Assistance Program Overview

The FastTrack Job Training Assistance Program ("FJTAP") is Tennessee's initiative to support industrial recruitment and expansion through direct training assistance for newly hired employees, employees in upgraded positions, and employees retained through instruction. Reimbursement for training may be structured through either traditional training or as a Job Based Training ("JBT") reimbursement. Although funding for job training assistance is determined by vote of the ECD Grant and Loan Committee, it is the company's elective to pursue the training commitment in either type of reimbursement method or in a combination thereof. Note that FJTAP funds cannot be expended until the state contract has been issued, signed by all parties, and processed into the Edison system.

Traditional Training. The traditional training reimbursement method targets training assistance to the production/technician level individual. The following categories of assistance are eligible for reimbursement.

- Classroom Training -- formal instruction relating to specific skills presented in a classroom environment.
- On-the-Job Training -- instruction that focuses on the development of specific skills and knowledge vital to production. Training is provided by company technicians or instructors mutually acceptable to FJTAP and the company.
- Vendor Training -- manufacturer of OEM equipment or service equipment used by the company may be utilized to deliver specific skills training.
- System Support -- instruction associated with plant-wide applications. Instruction may include new methods for increasing mechanization, quality, materials handling, etc.
- Travel -- supporting the expense of travel for the purpose of training can be considered as a viable option for the training of new hires and especially for (train-the-trainer) persons who will serve as a company instructor.
- Development and Coordination -- supporting the cost associated with the development of instructional materials and coordination of the overall training program.

Traditional Training Reimbursement Requirements.

- Roster of New Hires with hire date
- Trainee Rosters
- Proof of Airfare
- Hotel Receipt
- Auto Rental
- Mileage
- Paid Invoices for training delivered or facility rental
- Proof of Salary for training coordinators/developers

Job Based Training Reimbursement. The JBT reimbursement method offers potentially faster reimbursement of some monies associated with training. Once the project commitment is determined and cost-per-job established, this quick start program may offer the company an accelerated portion of training dollars. Reimbursements are issued according to the following schedule.

- Initial Period of Review – After the first 3 months, the company payroll records are reviewed for number of new jobs created. Proper documentation is required. The predetermined cost-per-job is multiplied by half the number of jobs created during this period. The company will be entitled to 50% of the cost-per-job dollars.
- Second Period of Review – After 21 additional months following the first 3 months, the same calculation described above is made with the proper payroll documentation. The company is entitled to the remaining 50% of the cost-per-job, or 100% for that job.

Depending on the number of new jobs to be created during the periods of review, it may be possible for the company to receive the entire training commitment if the total committed job number is reached after 24 months.

It may take longer for a company to hire all of the committed jobs. The state contract will run for multiple years in order for the company to have the ability to receive full reimbursement when the full job commitment is met.

JBT Reimbursement Requirements.

- Payroll records of created jobs for the requested reimbursement request

EXHIBIT P

Form of Performance Report

EXHIBIT P

Performance Report

Development Authority: _____

Company: _____

Grant Number: _____

Date: _____

Check the applicable reporting period:

☐ 1st Interim ☐ 2nd Interim ☐ 3rd Interim ☐ 4th Interim ☐ 5th Interim

Unless the State agrees to an extension, this report must be submitted to the State no later than 60 days after the applicable anniversary of the Start Date commencing the first anniversary of the Start Date under the Site Location and Development Agreement and ending on the fifth anniversary of the Start Date. Full-Time Jobs shall be calculated according to Section 5.4 of the Site Location and Development Agreement.

Please attach supporting documentation for each Full-Time Jobs maintained by the company.

[insert date]:	Total Jobs (Reporting Period)
Full-Time Employees	
Full-Time Contract Jobs	

I hereby certify that each Full Time Job listed above complies with the definitions provided in the Site Location and Development Agreement and that all information contained in this Performance Report is true and accurate.

[Company Name]

By: _____

Title: _____

Date: _____

EXHIBIT Q

Table of Permits from TDEC

EXHIBIT Q

Anticipated Environmental Permit Requirements Required by the Tennessee Department of Environment and Conservation for Construction - Based on Project Description as of 9/27/13

Permit	Estimated Time to Issue (From Receipt of Complete Application)	Associated Cost of Permit Issuance
AIR PERMITS		
Air – PSD Construction Permit (Allows both construction and initial operation of air pollution sources, i.e., manufacturing processes. The actual operating permit application is not required until after the start of regular production)	120 days	\$100 minimum to \$5,000 maximum (Dependent on the anticipated maximum emission rate for the project)
WATER RELATED PERMITS		
Construction Stormwater Permit	30 days	Up to \$7500 (Depends on acreage disturbed)
National Pollutant Discharge Elimination System (NPDES) Permit (If applicant decides to direct discharge cooling water)	60 days	Up to \$7500 (Depends on anticipated flow)
Tennessee Multi-Sector Permit (Post construction stormwater)	30 days	Up to \$700 (Depends on acreage)

Assumptions:

1. Site prep construction permits (Aquatic Resource Alteration Permit and site prep construction stormwater) will be issued by State of Tennessee and/or the US Army Corps of Engineers to the Industrial Development Board.
2. Sewage and process wastewater will be managed by the local utility. As such, the local regulatory authority will issue these permits.

EXHIBIT R

Table of Local Permits

Exhibit R

Local Permits

Construction Permits from Montgomery County Building and Codes

- Phase I Manufacturing facility
- Phase II Manufacturing facility
- HQ Building
- TC Building
- R&D Building

Site Development Permits:

- Site Plan Review (Montgomery County Building & Codes)
- Storm Water Review (Montgomery County Building & Codes)
- Regional Planning Site plan MFG (Clarksville Montgomery County Regional Planning Commission)
- Regional Planning Site plan HQ (Clarksville Montgomery County Regional Planning Commission)
- Regional Planning Site plan TC (Clarksville Montgomery County Regional Planning Commission)
- Regional Planning Site plan R&D (Clarksville Montgomery County Regional Planning Commission)

EXHIBIT S

Updated Phase I Report

October 9, 2013

Mike Evans
Montgomery County
Industrial Development Board
25 Jefferson St. Suite 300
Clarksville, TN 37040

Re: Phase I Environmental Site Assessment
Clarksville Montgomery County Corporate Business Park South

Mr. Evans:

DBS & Associates Engineering, Inc. is pleased to submit this report (dated September 11, 2013) for our Phase I Environmental Site Assessment (ESA) of the property owned by the Montgomery County Industrial Development Board and identified as the Clarksville Montgomery County Corporate Business Park South in Montgomery County, Tennessee. The purpose of the ESA was to evaluate the potential presence of contamination on real property from current or historical uses within the legally defined property boundaries (onsite) or contamination impacts from properties in the vicinity of the site that could potentially impact the site.

This report and the supporting documentation has been prepared on behalf of and is intended for the sole and exclusive use of and reliance by the Montgomery County Industrial Development Board and Hankook Tire Co., Ltd. and any and all of its subsidiaries and affiliates, whether now existing or hereafter formed, that may acquire an interest in the subject property

We appreciate the opportunity to render services on this project. If you have any questions or comments concerning this project please feel free to contact me.

Sincerely,
DBS & Associates Engineering, Inc.



Houston Smith, PE
Associate Principal

**Phase I
Environmental Site Assessment**

Of

**Clarksville Montgomery County Corporate
Business Park South
&**

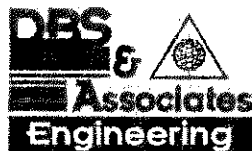
Located at

**International Boulevard
Clarksville, Tennessee 37040**

Prepared For:

**Industrial Development Board
25 Jefferson St. Suite 300
Clarksville, TN 37040**

Prepared By:



**DBS & Associates Engineering, Inc.
330 North Second Street
P.O. Box 949
Clarksville, TN 37041-0949**

September 11, 2013

Unfinished Business
13-10-7

On Motion to Amend by Commissioner Keene, seconded by
Commissioner Gannon, to Amend to include the attached Exhibits which
were unavailable at the time of original passage on October 14, 2013. The
foregoing Amendment was Adopted by the following roll call vote:

Jerry Allbert	Y	John M. Gannon	Y	Robert Nichols	Y
Ed Baggett	Y	John M. Genis	Y	Keith Politi	Y
Mark Banasiak	Y	Robert Gibbs	Y	Mark Riggins	Y
Martha Brockman	Y	Dalton Harrison	Y	Nick Robards	Y
Loretta Bryant	Y	Charles Keene	Y	Larry Rocconi	Y
Joe L. Creek	Y	Lettie Kendall	Y	Ron J. Sokol	Y
Glen Demorest	Y	Robert Lewis	Y	Tommy Vallejos	Y

Ayes - 21 Abstentions - 0 Noes - 0

ABSENT: None

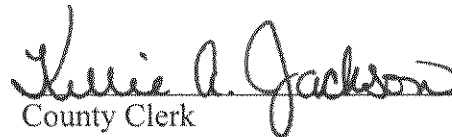
County Clerk's Report
March 10, 2014

Comes Kellie A. Jackson, County Clerk, Montgomery County, Tennessee, and presents the County Clerk's Report for the month of February, 2014.

I hereby request that the persons named on the list of new applicants to the office of Notary Public be elected. The Oaths of the Deputy County Officials are approved as taken.

This report shall be spread upon the minutes of the Board of County Commissioners.

This the 10th day of March, 2014.


County Clerk



OATHS OF DEPUTY COUNTY OFFICIALS

NAME	OFFICE	DATE
Holly Groves	Deputy Circuit Court Clerk	2/03/2014
Samantha Koebbe	Deputy Circuit Court Clerk	2/03/2014
Rebecca Langford	Deputy Circuit Court Clerk	2/03/2014
Lawrence (Larry) A. Guest	Deputy Trustee/Trustee Staff Accountant	2/24/2014

MONTGOMERY COUNTY CLERK
KELLIE A JACKSON COUNTY CLERK
350 PAGEANT LANE SUITE 502
CLARKSVILLE TN 37040
Telephone 931-648-5711
Fax 931-572-1104

Notaries to be elected March 10, 2014

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
1. JESSICA COLLINS ALLEN	3855 MAN O WAR BLVD. CLARKSVILLE TN 37042 931-645-3979	
2. CINDY D BAGGETT	409 MARIETTA PLACE CLARKSVILLE TN 37043 931-237-0226	128 N 2ND ST CLARKSVILLE TN 37040 931-553-5278
3. ELLEN BAGWELL	3034 WESTCHESTER DR CLARKSVILLE TN 37043 931-358-9938	2034 WILMA RUDOLPH BLVD CLARKSVILLE TN 37040 931 503 0674
4. DARCI BATEMAN	406 BLUFF DR CLARKSVILLE TN 37043 931 648 7788	601 COLLEGE ST CLARKSVILLE TN 37044 931 221 1465
5. KASEY BRIGHT	1609 APPLE VALLEY RD CLARKSVILLE TN 37043 931 980 2222	1805 MADISON ST CLARKSVILLE TN 37043 931 920 7042
6. MICHELLE COMPERRY	455 MCADOO CREEK RD. CLARKSVILLE ETN 37043 931-358-0081	2317 RUDOLPHTOWN RD. CLARKSVILLE TN 37043 931-647-9737
7. BRANDIE DAUBENSPECK	271 G WINTERS CT CLARKSVILLE TN 37042 931 436 0659	1594 FT. CAMPBELL BLVD CLARKSVILLE TN 37042 931 645 3736
8. PAUL J EARP	3424 GUTHRIE RD CLARKSVILLE TN 37043 931 358 4585	
9. DIANNE P EDLIN	4545 MORROW RD WOODLAWN TN 37191 931 216 0709	621 GRACEY AVE CLARKSVILLE TN 37040 931 6485688
10. ALLISON V. EVANS	3305 SUNNY SLOPE DR. CLARKSVILLE TN 37043 931-302-2115	221 S. THIRD ST. CLARKSVILLE TN 37040 931-906-0555
11. JENNIFER J GILLESPIE	2681 WINDWOOD CT CLARKSVILLE TN 37043 615 559 8233	110 9TH AVE SOUTH NASHVILLE TN 37202 615 736 7709
12. MICHELLE GOODEN	5075 LOGAN ROAD CUNNINGHAM TN 37052 931 338 1290	121 S 2ND ST CLARKSVILLE TN 37040 931 647 1501
13. EDWARD SHANNON GREEN	2102 SINGLE TREE DRIVE CLARKSVILLE TN 37040 931 906 6971	25 JEFFERSON ST SUITE 300 CLARKSVILLE TN 37040 931 647 2331

MONTGOMERY COUNTY CLERK
KELLIE A JACKSON COUNTY CLERK
350 PAGEANT LANE SUITE 502
CLARKSVILLE TN 37040
Telephone 931-648-5711
Fax 931-572-1104

Notaries to be elected March 10, 2014

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
14. RICKY ALAN GREGORY	4201 GUTHRIE HWY CLARKSVILLE TN 37040 931 648 4512	
15. KIM HEAD	1551 NEBLETT RD CLARKSVILLE TN 37040 931 472 9869	1940 MADISON ST CLARKSVILLE TN 37043 931-645-2481
16. LEE M HILL SR	327 YANKEE DR CLARKSVILLE TN 370425966 931 624 6798	
17. SHANTELL HOOPER	2021 DINSMORE RD CLARKSVILLE TN 37040 931-801 3148	350 PAGEANT LANE STE 502 CLARKSVILLE TN 37040 931-648 5711
18. KANDACE JACKSON	179 LYNNWOOD CIR CLARKSVILLE TN 37040 931-542-2465	1816 MADISON ST CLARKSVILLE TN 37043 931 905 6131
19. ELIZABETH KING-BRYANT	443 WOOTEN RD CLARKSVILLE TN 37042 931 980 6713	2515 WILMA RUDOLPH BLVD STE102 CLARKSVILLE TN 37040 931 802 8200
20. VERA KUKLINA	1013 TAIT'S STATION DR CLARKSVILLE TN 37040 931 494 5203	1013 TAIT'S STATION DR CLARKSVILLE TN 37040 931 494 5203
21. CHERYL L. LANKFORD	2580 HEDGEROW LANE CLARKSVILLE TN 37043 931 368 0459	2185 MADISON ST CLARKSVILLE TN 37043 931 221 4713
22. LARISA LORENZO	867 SUGARCANE WAY CLARKSVILLE TN 37040 931 906 4834	1013 TAIT'S STATION DR CLARKSVILLE TN 37040 931 494 5203
23. ALBERT P MARKS	1991 NORWOOD TRAIL CLARKSVILLE TN 37043 931 647 0490	233 A DUNBAR CAVE ROAD CLARKSVILLE TN 37043 931 552 6000
24. KATHERINE M MATTIES	3820 ROSCOMMON WAY CLARKSVILLE TN 37040 931 980 9764	2515 WILMA RUDOLPH BLVD STE 10 CLARKSVILLE TN 37040 931 802 8200
25. SHARON MCCORVEY	2712 ARBOR ST CLARKSVILLE TN 37042 931 302 9434	1811 MADISON ST CLARKSVILLE TN 37043 931-472-0280

MONTGOMERY COUNTY CLERK
KELLIE A JACKSON COUNTY CLERK
350 PAGEANT LANE SUITE 502
CLARKSVILLE TN 37040
Telephone 931-648-5711
Fax 931-572-1104

Notaries to be elected March 10, 2014

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
26. KATHLEEN S MCDONOUGH	107 BLUEGRASS RD CLARKSVILLE TN 37042 931 648 1653	709 FRANKLIN ST CLARKSVILLE TN 37040 931-645-6275
27. JANET W MINNICK	5544 BALES RD CUNNINGHAM TN 37052 931 220 0668	800 WEATHERLY DR STE 103B CLARKSVILLE TN 37043 931 647 8437
28. BILLIE JO NIGBUR	945 CRABAPPLE LANE CLARKSVILLE TN 37040 931 237 3480	
29. POLLY WALLACE PARKER	1788 DUNBAR ROAD WOODLAWN TN 37191 931-624-0276	1430 MADISON ST CLARKSVILLE TN 37040 931-920-1510
30. LINDA J PICKETT	414 HOLIDAY ACRES DR SPRINGVILLE TN 38256 731 642 4802	1594 FT CAMPBELL BLVD CLARKSVILLE TN 37042 931 645 2361
31. ROSE M RIVERA-PRIEST	2419 MCCALLS WAY CLARKSVILLE TN 37042 931-561-1916	2269 STE 105 WILMA RUDOLPH BLV CLARKSVILLE TN 37040 615-824-3737
32. MARC E. ROGERS	2907 ROME LANE CLARKSVILLE TN 37040 931-980-8581	650 JOEL DR. FORT CAMPBELL KY 42223 270-412-8453
33. PENNY RUSSELL	701 GRACEY AVE APT B302 CLARKSVILLE TN 37040 931 257 8066	
34. NICOLE SHAWVER	3813 MAN O WAR BLVD CLARKSVILLE TN 37042 253 720 8743	2050 LOWES DR CLARKSVILLE TN 37040 931 431 6800
35. ERIN STIFFLER	125 GAIL STREET OAK GROVE KY 42262 219 789 1610	809 KRAFT STREET CLARKSVILLE TN 37040 931 591 2200
36. JAMES TRACY TAYLOR	1742 TKELTON DR CLARKSVILLE TN 37040 931 237 2950	516 KRAFT ST CLARKSVILLE TN 37040 931 552 7500
37. JOSEPH WARE	2866 COBALT DR APT E CLARKSVILLE TN 37040 931 302 7770	2277 C WILMA RUDOLPH BLVD CLARKSVILLE TN 37040 931 906 9030

MONTGOMERY COUNTY CLERK
KELLIE A JACKSON COUNTY CLERK
350 PAGEANT LANE SUITE 502
CLARKSVILLE TN 37040
Telephone 931-648-5711
Fax 931-572-1104

Notaries to be elected March 10, 2014

NAME	HOME ADDRESS AND PHONE	BUSINESS ADDRESS AND PHONE
38. DIANE R WELKER	299 SHADYSIDE LN CLARKSVILLE TN 37043 931-358-0023	556 B FIRE STATION RD CLARKSVILLE TN 37043 931-648-9595

County Clerk's Report

On Motion to Adopt by Commissioner Creek, seconded by

Commissioner Brockman, the foregoing County Clerk's Report was

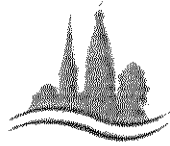
Approved by the following roll call vote:

Jerry Allbert	Y	John M. Gannon	Y	Robert Nichols	Y
Ed Baggett	Y	John M. Genis	Y	Keith Politi	Y
Mark Banasiak	Y	Robert Gibbs	Y	Mark Riggins	Y
Martha Brockman	Y	Dalton Harrison	Y	Nick Robards	Y
Loretta Bryant	Y	Charles Keene	Y	Larry Rocconi	Y
Joe L. Creek	Y	Lettie Kendall	Y	Ron J. Sokol	Y
Glen Demorest	Y	Robert Lewis	Y	Tommy Vallejos	Y

Ayes - 21 Abstentions - 0 Noes - 0

ABSENT: None

RECEIVED MAR 05 2014



**MONTGOMERY
COUNTY**

T E N N E S S E E

Montgomery County Government
Building and Codes Department

Phone
931-648-5718

Fax
931-553-5121

350 Pageant Lane Suite 309
Clarksville, TN 37040

Memorandum

TO: Carolyn Bowers, County Mayor
FROM: Rod Streeter, Building Commissioner *RS*
DATE: March 4, 2014
SUBJ: February 2014 ADEQUATE FACILITIES TAX REPORT

The total number of receipts issued in February 2014 is as follows: City 75 and County 21 for a total of 96.

There were 86 receipts issued on single-family dwellings, 8 receipts issued on multi-family dwellings with a total of 30 units, 0 receipts issued on condominiums with a total of 0 units, 0 receipts issued on townhouses. There was 1 exemption receipts issued.

The total taxes received for February 2014 was \$49,491.00

The total refunds issued for February 2014 was \$0.00.

Total Adequate Facilities Tax Revenue for February 2014 was \$49,491.00

FISCAL YEAR 2013/2014 TOTALS TO DATE:

TOTAL NUMBER OF Adequate Facilities Tax Receipts Issued:	City:	586
	County:	219
	Total:	805
TOTAL REFUNDS:		\$0.00
TOTAL TAXES RECEIVED:		\$420,039.00

<u>NUMBER OF LOTS AND DWELLINGS ISSUED</u>	<u>CITY</u>	<u>COUNTY</u>	<u>TOTAL</u>
LOTS 5 ACRES OR MORE:	0	15	15
SINGLE-FAMILY DWELLINGS:	510	201	711
MULTI-FAMILY DWELLINGS (30 Receipts):	176	6	182
CONDOMINIUMS: (50 Receipts)	50	0	50
TOWNHOUSES:	0	0	0
EXEMPTIONS: (14 Receipts)	6	8	14
REFUNDS ISSUED: (0 Receipts)	(0)	(0)	(0)

RS/bl

cc: Jeff Taylor, Accounts and Budgets
Kellie Jackson, County Clerk

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**MONTGOMERY
COUNTY**
TENNESSEE

Montgomery County Government

Building and Codes Department

350 Pageant Lane Suite 309
Clarksville, TN 37040

Phone
931-648-5718

Fax
931-553-5121

Memorandum

TO: Carolyn Bowers, County Mayor
FROM: Rod Streeter, Building Commissioner *RS*
DATE: March 4, 2014
SUBJ: FEBRUARY 2014 PERMIT REVENUE REPORT

The number of permits issued in February 2014 is as follows: Building Permits 30, Grading Permits 1, and Plumbing Permits 4 for a total of 35 permits.

The total cost of construction was \$4,027,693.00. The revenue is as follows: Building Permits \$19,006.90, Grading Permits \$260.00, Plumbing Permits \$400.00, Plans Review \$835.00, BZA \$500.00, Re-Inspections \$50.00, Pre-Inspection \$0.00, Safety Inspection \$0.00, and Miscellaneous Fees \$0.00 the total revenue received in February 2014 was \$21,051.90.

FISCAL YEAR 2013/2014 TOTALS TO DATE:

NUMBER OF SINGLE FAMILY PERMITS:	196
COST OF CONSTRUCTION:	\$46,270,633.00
NUMBER OF BUILDING PERMITS:	398
NUMBER OF PLUMBING PERMITS:	89
NUMBER OF GRADING PERMITS:	8
BUILDING PERMITS REVENUE:	\$217,741.60
PLUMBING PERMIT REVENUE:	\$8,800.00
GRADING PERMIT REVENUE:	\$4,967.00
RENEWAL FEES:	\$763.40
PLANS REVIEW FEES:	\$22,493.00
BZA FEES:	\$2,500.00
RE-INSPECTION FEES:	\$1,200.00
PRE-INSPECTION FEES:	\$0.00
SAFETY INSPECTION FEES:	\$0.00
MISCELLANEOUS FEES:	\$0.00
SWBA	\$0.00
TOTAL REVENUE:	\$257,751.60

81W 03V14245

FEBRUARY 2014 GROUND WATER PROTECTION

The number of septic applications received for February 2014 was 9 with total revenue received for the county was \$0.00 (State received \$6,025.00).

The agreement of 8% of total collected monthly beginning on December 1, 2011-December 30, 2012 was agreed upon between the County and State instead of collecting county fees per job.

The number of Septic Tank Disclosure requests for FEBRUARY 2014. ****Effective December 16, 2008 Ground Water Protection no longer provides this service.****

FISCAL YEAR 2013/2014 TOTALS TO DATE:

NUMBER OF GROUND WATER APPLICATIONS (SEPTIC)	101
NUMBER OF SEPTIC TANK DISCLOSURE REQUEST	0
GROUND WATER PROTECTION (STATE: \$63,770.00)	\$0.00
TOTAL REVENUE:	\$257,751.60

RS/bl

cc: Jeff Taylor, Accounts and Budgets
Kellie Jackson, County Clerk

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 MONTGOMERY COUNTY GOVERNMENT, TN
 YEAR-TO-DATE BUDGET REPORT

 PG 1
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FOR 2014 08

ORIGINAL ESTIM REV	ESTIM REV ADJSTMTS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
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101 COUNTY GENERAL

40110 CURRENT PROPERTY TAX	-30,132,000	0	-30,132,000	-17,251,242.21	-12,880,757.79	57.3%
40120 TRUSTEE'S COLLECTIONS - PYR	-900,000	0	-900,000	-555,580.88	-344,419.12	61.7%
40140 INTEREST & PENALTY	-200,000	0	-200,000	-121,260.02	-78,739.98	60.6%
40161 PMTS IN LIEU OF TAXES - T.V.A	-763	0	-763	-762.74	-.26	100.0%
40162 PMTS IN LIEU OF TAXES -UTILIT	-925,000	0	-925,000	-674,133.87	-250,866.13	72.9%
40163 PMTS IN LIEU OF TAXES - OTHER	-1,212,327	0	-1,212,327	-431,514.66	-780,812.34	35.6%
40220 HOTEL/MOTEL TAX	-1,200,000	0	-1,200,000	-885,393.83	-314,606.17	73.8%
40250 LITIGATION TAX - GENERAL	-413,000	0	-413,000	-223,496.22	-189,503.78	54.1%
40260 LITIGATION TAX-SPECIAL PURPOS	-65,000	0	-65,000	-41,383.67	-23,616.33	63.7%
40270 BUSINESS TAX	-1,000,000	0	-1,000,000	-378,313.49	-621,686.51	37.8%
40320 BANK EXCISE TAX	-115,000	0	-115,000	.00	-115,000.00	.0%
40330 WHOLESALE BEER TAX	-420,000	0	-420,000	-280,401.86	-139,598.14	66.8%
40350 INTERSTATE TELECOMMUNICATIONS	-2,600	0	-2,600	-2,281.86	-318.14	87.8%
41120 ANIMAL REGISTRATION	-22,800	0	-22,800	-21,252.00	-1,548.00	93.2%
41130 ANIMAL VACCINATION	-4,000	0	-4,000	-3,718.00	-282.00	93.0%
41140 CABLE TV FRANCHISE	-200,000	0	-200,000	-120,885.88	-79,114.12	60.4%
41520 BUILDING PERMITS	-350,000	0	-350,000	-217,441.60	-132,558.40	62.1%
41540 PLUMBING PERMITS	-10,000	0	-10,000	-8,900.00	-1,100.00	89.0%
41590 OTHER PERMITS	-57,000	0	-57,000	-37,122.80	-19,877.20	65.1%
42110 FINES	-11,500	0	-11,500	-10,141.25	-1,358.75	88.2%
42120 OFFICERS COSTS	-32,000	0	-32,000	-11,753.23	-20,246.77	36.7%
42141 DRUG COURT FEES	-4,000	0	-4,000	-1,332.12	-2,667.88	33.3%
42150 JAIL FEES CIRCUIT COURT	-26,000	0	-26,000	-17,256.54	-8,743.46	66.4%
42190 DATA ENTRY FEES -CIRCUIT COUR	-11,300	0	-11,300	-5,414.37	-5,885.63	47.9%
42191 COURTROOM SECURITY - CIRCUIT	-9,600	0	-9,600	-4,794.87	-4,805.13	49.9%
42192 CIRCUIT COURT VICTIMS ASSESS	-6,100	0	-6,100	-3,353.02	-2,746.98	55.0%
42310 FINES	-134,000	0	-134,000	-60,724.66	-73,275.34	45.3%
42311 FINES - LITTERING	-600	0	-600	-878.75	278.75	146.5%
42320 OFFICERS COSTS	-183,000	0	-183,000	-112,327.37	-70,672.63	61.4%
42330 GAME & FISH FINES	-1,000	0	-1,000	-285.01	-714.99	28.5%
42341 DRUG COURT FEES	-15,000	0	-15,000	-17,941.04	2,941.04	119.6%
42350 JAIL FEES GENERAL SESSIONS	-220,000	0	-220,000	-175,606.46	-44,393.54	79.8%
42380 DUI TREATMENT FINES	-30,000	0	-30,000	-15,676.88	-14,323.12	52.3%
42390 DATA ENTRY FEE-GENERAL SESS	-48,000	0	-48,000	-27,492.05	-20,507.95	57.3%
42392 GEN SESSIONS VICTIM ASSESSMNT	-69,250	0	-69,250	-40,128.49	-29,121.51	57.9%
42410 FINES	-2,750	0	-2,750	-427.50	-2,322.50	15.5%
42420 OFFICERS COSTS	-2,000	0	-2,000	-553.85	-1,446.15	27.7%
42450 JAIL FEES	-32,000	0	-32,000	-21,608.90	-10,391.10	67.5%
42490 DATA ENTRY FEE-JUVENILE COURT	-6,425	0	-6,425	-3,695.66	-2,729.34	57.5%
42520 OFFICERS COSTS	-30,000	0	-30,000	-16,413.20	-13,586.80	54.7%

03/05/2014 08:01
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MONTGOMERY COUNTY GOVERNMENT, TN
YEAR-TO-DATE BUDGET REPORT

PG 2
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FOR 2014 08

	ORIGINAL ESTIM REV	ESTIM REV ADJSTMTS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
42530 DATA ENTRY FEE -CHANCERY COUR	-2,000	0	-2,000	-2,466.00	466.00	123.3%
42610 FINES	-2,500	0	-2,500	-409.97	-2,090.03	16.4%
42641 DRUG COURT FEES	-20,000	0	-20,000	-13,095.00	-6,905.00	65.5%
42900 OTHER FINES/FORFEITURE/PENALT	-600	0	-600	-246.00	-354.00	41.0%
42990 OTHER FINES/FORFEITS/PENALTIE	-4,500	0	-4,500	-3,102.00	-1,398.00	68.9%
43120 PATIENT CHARGES	-4,800,000	0	-4,800,000	-3,027,271.62	-1,772,728.38	63.1%
43140 ZONING STUDIES	-4,500	0	-4,500	-2,500.00	-2,000.00	55.6%
43190 OTHER GENERAL SERVICE CHARGES	-45,000	0	-45,000	-30,505.00	-14,495.00	67.8%
43340 RECREATION FEES	-6,000	0	-6,000	-6,180.00	180.00	103.0%
43350 COPY FEES	-5,950	0	-5,950	-5,442.89	-507.11	91.5%
43365 ARCHIVE & RECORD MANAGEMENT	-369,600	0	-369,600	-229,901.15	-139,698.85	62.2%
43366 GREENBELT LATE APPLICATION FE	-300	0	-300	-50.00	-250.00	16.7%
43370 TELEPHONE COMMISSIONS	-105,000	0	-105,000	-79,506.41	-25,493.59	75.7%
43380 VENDING MACHINE COLLECTIONS	-55,000	0	-55,000	-40,222.12	-14,777.88	73.1%
43392 DATA PROCESSING FEES -REGISTE	-75,000	0	-75,000	-44,254.00	-30,746.00	59.0%
43393 PROBATION FEES	-12,000	0	-12,000	-6,190.00	-5,810.00	51.6%
43394 DATA PROCESSING FEES - SHERIF	-30,000	0	-30,000	-16,527.02	-13,472.98	55.1%
43395 SEXUAL OFFENDER FEE - SHERIFF	-10,000	0	-10,000	-3,800.00	-6,200.00	38.0%
43396 DATA PROCESSING FEE-COUNTY CL	-13,200	0	-13,200	-8,481.00	-4,719.00	64.3%
43990 OTHER CHARGES FOR SERVICES	-4,200	0	-4,200	-1,529.00	-2,671.00	36.4%
44110 INTEREST EARNED	-600,000	0	-600,000	-247,109.61	-352,890.39	41.2%
44120 LEASE/RENTALS	-655,639	0	-655,639	-421,996.09	-233,642.91	64.4%
44140 SALE OF MAPS	-1,000	0	-1,000	-140.65	-859.35	14.1%
44145 SALE OF RECYCLED MATERIALS	0	0	0	-374.00	374.00	100.0%
44170 MISCELLANEOUS REFUNDS	-207,673	0	-207,673	-81,200.15	-126,472.85	39.1%
44530 SALE OF EQUIPMENT	0	0	0	-5,095.05	5,095.05	100.0%
44570 CONTRIBUTIONS & GIFTS	-9,688	0	-9,688	-9,000.00	-688.00	92.9%
44990 OTHER LOCAL REVENUES	-687,355	0	-687,355	-461,700.22	-225,654.78	67.2%
45110 COUNTY CLERK	0	0	0	-11,446.45	11,446.45	100.0%
45510 COUNTY CLERK	-1,500,000	0	-1,500,000	-864,268.05	-635,731.95	57.6%
45520 CIRCUIT COURT CLERK	-850,000	0	-850,000	-388,834.87	-461,165.13	45.7%
45540 GENERAL SESSIONS COURT CLERK	-1,400,000	0	-1,400,000	-746,523.58	-653,476.42	53.3%
45550 CLERK & MASTER	-340,000	0	-340,000	-226,524.18	-113,475.82	66.6%
45560 JUVENILE COURT CLERK	-191,250	0	-191,250	-122,848.59	-68,401.41	64.2%
45580 REGISTER	-1,000,000	0	-1,000,000	-615,292.55	-384,707.45	61.5%
45590 SHERIFF	-28,000	0	-28,000	-21,781.44	-6,218.56	77.8%
45610 TRUSTEE	-2,850,000	0	-2,850,000	-1,872,327.87	-977,672.13	65.7%
46110 JUVENILE SERVICES PROGRAM	-85,000	-502,011	-587,011	-302,932.04	-284,078.96	51.6%
46210 LAW ENFORCEMENT TRAINING PROG	-55,200	0	-55,200	.00	-55,200.00	.0%
46430 LITTER PROGRAM	-82,700	12,000	-70,700	-55,881.77	-14,818.23	79.0%
46810 FLOOD CONTROL	-330	0	-330	.00	-330.00	.0%
46830 BEER TAX	-17,500	0	-17,500	-9,455.70	-8,044.30	54.0%
46840 ALCOHOLIC BEVERAGE TAX	-175,000	0	-175,000	-168,511.12	-6,488.88	96.3%
46851 STATE REVENUE SHARING - T.V.A	-1,500,000	0	-1,500,000	-797,555.34	-702,444.66	53.2%

03/05/2014 08:01
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 MONTGOMERY COUNTY GOVERNMENT, TN
 YEAR-TO-DATE BUDGET REPORT

 PG 3
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FOR 2014 08

	ORIGINAL ESTIM REV	ESTIM REV ADJSTMTS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
46880 BOARD OF JURORS	-5,000	0	-5,000	.00	-5,000.00	.0%
46890 PRISONER TRANSPORTATION	-22,000	0	-22,000	-6,843.40	-15,156.60	31.1%
46915 CONTRACTED PRISONER BOARDING	-1,580,000	0	-1,580,000	-1,110,666.00	-469,334.00	70.3%
46960 REGISTRAR'S SALARY SUPPLEMENT	-15,164	0	-15,164	-7,582.00	-7,582.00	50.0%
46980 OTHER STATE GRANTS	-2,793,820	-374,282	-3,168,102	-1,239,688.89	-1,928,413.11	39.1%
46990 OTHER STATE REVENUES	-10,800	0	-10,800	-15,840.65	5,040.65	146.7%
47235 HOMELAND SECURITY GRANTS	0	-445,883	-445,883	-69,350.00	-376,533.00	15.6%
47590 OTHER FEDERAL THROUGH STATE	-11,000	-361,687	-372,687	-270,647.36	-102,039.84	72.6%
47700 ASSET FORFEITURE FUNDS	-7,000	0	-7,000	.00	-7,000.00	.0%
47990 OTHER DIRECT FEDERAL REVENUE	-7,200	-54,673	-61,873	-42,137.61	-19,735.39	68.1%
48130 CONTRIBUTIONS	-178,983	0	-178,983	-14,125.00	-164,858.00	7.9%
48610 DONATIONS	-78,960	-17,104	-96,064	-97,939.97	1,875.97	102.0%
49700 INSURANCE RECOVERY	0	-9,284	-9,284	-9,282.65	-1.35	100.0%
49800 OPERATING TRANSFERS	-442,859	-240,513	-683,372	.00	-683,372.00	.0%
TOTAL COUNTY GENERAL	-61,058,486	-1,993,437	-63,051,923	-35,639,472.84	-27,412,450.36	56.5%
131 GENERAL ROADS						
40110 CURRENT PROPERTY TAX	-3,888,000	0	-3,888,000	-2,225,965.37	-1,662,034.63	57.3%
40120 TRUSTEE'S COLLECTIONS - PYR	-108,000	0	-108,000	-71,687.59	-36,312.41	66.4%
40140 INTEREST & PENALTY	-25,000	0	-25,000	-15,646.38	-9,353.62	62.6%
40270 BUSINESS TAX	-100,000	0	-100,000	-32,613.23	-67,386.77	32.6%
40280 MINERAL SEVERANCE TAX	-238,800	0	-238,800	-131,056.70	-107,743.30	54.9%
40320 BANK EXCISE TAX	-8,500	0	-8,500	.00	-8,500.00	.0%
43380 VENDING MACHINE COLLECTIONS	-100	0	-100	-61.99	-38.01	62.0%
44135 SALE OF GASOLINE	-60,660	0	-60,660	-32,788.11	-27,871.89	54.1%
44170 MISCELLANEOUS REFUNDS	-30,000	0	-30,000	-6,724.28	-23,275.72	22.4%
46420 STATE AID PROGRAM	-488,083	0	-488,083	-349,752.79	-138,330.21	71.7%
46920 GASOLINE & MOTOR FUEL TAX	-2,815,460	0	-2,815,460	-1,678,580.70	-1,136,879.30	59.6%
46930 PETROLEUM SPECIAL TAX	-124,345	0	-124,345	-72,534.28	-51,810.72	58.3%
48120 PAVING & MAINTENANCE	-50,000	0	-50,000	-24,587.47	-25,412.53	49.2%
49700 INSURANCE RECOVERY	0	0	0	-4,112.40	4,112.40	100.0%
TOTAL GENERAL ROADS	-7,936,948	0	-7,936,948	-4,646,111.29	-3,290,836.71	58.5%
151 DEBT SERVICE						
40110 CURRENT PROPERTY TAX	-33,242,400	0	-33,242,400	-19,032,014.61	-14,210,385.39	57.3%
40120 TRUSTEE'S COLLECTIONS - PYR	-900,000	0	-900,000	-612,931.27	-287,068.73	68.1%

03/05/2014 08:01
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MONTGOMERY COUNTY GOVERNMENT, TN
YEAR-TO-DATE BUDGET REPORT

PG 4
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FOR 2014 08

	ORIGINAL ESTIM REV	ESTIM REV ADJSTMTS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
40140 INTEREST & PENALTY	-200,000	0	-200,000	-133,777.28	-66,222.72	66.9%
40210 LOCAL OPTION SALES TAX	-3,000,000	0	-3,000,000	-2,139,206.08	-860,793.92	71.3%
40250 LITIGATION TAX - GENERAL	-300,000	0	-300,000	-195,392.67	-104,607.33	65.1%
40266 LITIGATION TAX-JAIL/WH/CH	-300,000	0	-300,000	-212,030.22	-87,969.78	70.7%
40270 BUSINESS TAX	-75,000	0	-75,000	-32,613.23	-42,386.77	43.5%
40285 ADEQUATE FACILITIES TAX	-950,000	0	-950,000	-625,194.00	-324,806.00	65.8%
40320 BANK EXCISE TAX	-75,000	0	-75,000	.00	-75,000.00	.0%
44110 INTEREST EARNED	-260,791	0	-260,791	-216,626.69	-44,164.31	83.1%
44570 CONTRIBUTIONS & GIFTS	-785,000	0	-785,000	.00	-785,000.00	.0%
44990 OTHER LOCAL REVENUES	-487,565	0	-487,565	.00	-487,565.00	.0%
47715 TAX CREDIT BOND REBATE	-97,016	0	-97,016	-44,287.63	-52,728.37	45.6%
48990 OTHER	-1,046,422	0	-1,046,422	-785,714.29	-260,707.71	75.1%
49800 OPERATING TRANSFERS	-167,750	0	-167,750	-13,875.00	-153,875.00	8.3%
TOTAL DEBT SERVICE	-41,886,944	0	-41,886,944	-24,043,662.97	-17,843,281.03	57.4%
171 CAPITAL PROJECTS						
40110 CURRENT PROPERTY TAX	-1,198,800	0	-1,198,800	-686,340.76	-512,459.24	57.3%
40120 TRUSTEE'S COLLECTIONS - PYR	-45,000	0	-45,000	-22,103.91	-22,896.09	49.1%
40140 INTEREST & PENALTY	-10,500	0	-10,500	-4,824.21	-5,675.79	45.9%
40320 BANK EXCISE TAX	-1,800	0	-1,800	.00	-1,800.00	.0%
44110 INTEREST EARNED	0	0	0	-2,591.37	2,591.37	100.0%
44170 MISCELLANEOUS REFUNDS	0	-17,818	-17,818	-17,817.64	.00	100.0%
44530 SALE OF EQUIPMENT	0	-27,870	-27,870	-27,870.00	.00	100.0%
46190 OTHER GENERAL GOVERNMENT GRAN	0	-316,648	-316,648	-39,947.00	-276,701.00	12.6%
47590 OTHER FEDERAL THROUGH STATE	0	-2,578,267	-2,578,267	-106,643.33	-2,471,623.29	4.1%
49100 BOND PROCEEDS	-13,200,000	0	-13,200,000	-13,200,000.00	.00	100.0%
49410 PREMIUM ON DEBT SOLD	0	-859,649	-859,649	-859,649.00	.00	100.0%
49700 INSURANCE RECOVERY	0	-161,046	-161,046	-161,046.44	.00	100.0%
49800 OPERATING TRANSFERS	-971,347	-6,000	-977,347	-977,347.00	.00	100.0%
TOTAL CAPITAL PROJECTS	-15,427,447	-3,967,298	-19,394,745	-16,106,180.66	-3,288,564.04	83.0%
266 WORKER'S COMPENSATION						
44170 MISCELLANEOUS REFUNDS	0	0	0	-45.00	45.00	100.0%
TOTAL WORKER'S COMPENSATION	0	0	0	-45.00	45.00	100.0%
GRAND TOTAL	-126,309,825	-5,960,735	-132,270,560	-80,435,472.76	-51,835,087.14	60.8%

** END OF REPORT - Generated by Mariel Lopez-Gonzalez **

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 MONTGOMERY COUNTY GOVERNMENT, TN
 YEAR-TO-DATE BUDGET REPORT

 PG 1
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FOR 2014 08

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
101 COUNTY GENERAL							
51100 COUNTY COMMISSION	252,393	69,407	321,800	204,054.27	4,393.07	113,353.03	64.8%
51210 BOARD OF EQUALIZATION	10,224	0	10,224	.00	.00	10,224.00	.0%
51220 BEER BOARD	1,615	5,638	7,253	6,268.97	.00	984.20	86.4%
51240 OTHER BOARDS & COMMITTEES	3,121	7,751	10,872	9,769.32	.00	1,102.48	89.9%
51300 COUNTY MAYOR	459,945	0	459,945	284,915.42	6,672.64	168,356.94	63.4%
51310 HUMAN RESOURCES	340,303	0	340,303	191,787.11	14,363.76	134,152.13	60.6%
51400 COUNTY ATTORNEY	60,000	0	60,000	18,370.60	.00	41,629.40	30.6%
51500 ELECTION COMMISSION	465,516	197,365	662,881	438,798.10	9,165.15	214,917.75	67.6%
51600 REGISTER OF DEEDS	430,728	0	430,728	287,696.60	8,731.51	134,299.89	68.8%
51720 PLANNING	303,364	0	303,364	227,523.00	.00	75,841.00	75.0%
51730 BUILDING	182,210	0	182,210	113,408.93	813.03	67,988.04	62.7%
51750 CODES COMPLIANCE	657,292	2,500	659,792	403,440.18	3,698.89	252,652.93	61.7%
51760 GEOGRAPHICAL INFO SYSTEMS	164,005	0	164,005	30,549.01	.00	133,455.99	18.6%
51800 COUNTY BUILDINGS	1,772,622	2,098	1,774,720	1,055,295.82	30,458.50	688,965.43	61.2%
51810 COURTS COMPLEX	1,133,612	7,401	1,141,013	684,542.21	27,006.73	429,464.06	62.4%
51900 OTHER GENERAL ADMINISTRATION	624,520	0	624,520	355,754.22	570.20	268,195.58	57.1%
51910 ARCHIVES	177,744	1,551	179,295	121,671.27	10,256.65	47,367.14	73.6%
52100 ACCOUNTS & BUDGETS	643,852	0	643,852	359,095.63	1,897.13	282,859.24	56.1%
52200 PURCHASING	292,474	0	292,474	184,997.95	3,048.64	104,427.41	64.3%
52300 PROPERTY ASSESSOR'S OFFICE	1,140,802	-49,521	1,091,281	626,617.39	7,459.72	457,204.14	58.1%
52400 COUNTY TRUSTEES OFFICE	546,531	32,770	579,301	383,168.31	1,463.92	194,668.88	66.4%
52500 COUNTY CLERK'S OFFICE	1,988,108	224	1,988,332	1,196,922.99	12,272.77	779,136.24	60.8%
52600 INFORMATION SYSTEMS	1,612,082	50,275	1,662,357	1,130,871.78	59,965.48	471,519.74	71.6%
52900 OTHER FINANCE	50,550	0	50,550	17,308.99	.00	33,241.01	34.2%
53100 CIRCUIT COURT	2,407,031	54	2,407,085	1,350,155.61	113,359.40	943,570.09	60.8%
53300 GENERAL SESSIONS COURT	662,355	0	662,355	433,710.29	.00	228,644.71	65.5%
53330 DRUG COURT	50,000	20,000	70,000	34,943.91	6,790.00	28,266.09	59.6%
53400 CHANCERY COURT	526,807	5,790	532,597	319,233.25	2,539.76	210,823.99	60.4%
53500 JUVENILE COURT	1,053,728	20,682	1,074,410	586,523.35	3,522.86	484,363.79	54.9%
53520 JUVENILE COURT CLERK	491,638	0	491,638	239,443.43	11,602.97	240,591.60	51.1%
53600 DISTRICT ATTORNEY GENERAL	46,300	0	46,300	40,714.24	1,722.75	3,863.01	91.7%
53610 OFFICE OF PUBLIC DEFENDER	7,725	0	7,725	4,047.39	862.28	2,815.33	63.6%
53700 JUDICIAL COMMISSIONERS	258,668	0	258,668	137,896.45	1,582.69	119,188.86	53.9%
53900 OTHER ADMINISTRATION/ JUSTICE	91,557	422,082	513,639	259,572.42	150.00	253,916.58	50.6%
53910 ADULT PROBATION SERVICES	921,684	9,010	930,694	524,961.84	34,287.92	371,444.24	60.1%
54110 SHERIFF'S DEPARTMENT	8,507,584	572,697	9,080,281	5,656,642.56	173,293.35	3,250,345.35	64.2%
54120 SPECIAL PATROLS	1,754,557	4,446	1,759,003	1,122,799.15	8,935.55	627,268.30	64.3%
54160 SEXUAL OFFENDER REGISTRY	13,340	2,000	15,340	7,852.99	728.00	6,759.01	55.9%
54210 JAIL	12,456,880	-203,681	12,253,199	7,640,323.83	800,362.50	3,812,513.13	68.9%
54220 WORKHOUSE	1,767,290	0	1,767,290	1,054,556.84	182,209.81	530,523.35	70.0%

03/05/2014 08:04
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MONTGOMERY COUNTY GOVERNMENT, TN
YEAR-TO-DATE BUDGET REPORT

PG 2
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FOR 2014 08

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
54230 COMMUNITY CORRECTIONS	483,873	4,216	488,089	291,542.25	16,103.28	180,443.49	63.0%
54240 JUVENILE SERVICES	142,429	80,790	223,219	131,753.57	1,682.97	89,782.46	59.8%
54310 FIRE PREVENTION & CONTROL	453,248	2,935	456,183	277,022.12	28,342.45	150,818.73	66.9%
54410 EMERGENCY MANAGEMENT	432,331	0	432,331	260,496.78	1,522.52	170,311.70	60.6%
54490 OTHER EMERGENCY MANAGEMENT	0	445,883	445,883	83,447.24	70,150.43	292,285.33	34.4%
54610 COUNTY CORONER / MED EXAMINER	215,500	0	215,500	78,420.00	8,340.00	128,740.00	40.3%
55110 HEALTH DEPARTMENT	224,365	0	224,365	124,165.43	3,716.54	96,483.03	57.0%
55120 RABIES & ANIMAL CONTROL	684,937	3,095	688,032	432,770.52	9,661.78	245,599.64	64.3%
55130 AMBULANCE SERVICE	9,040,512	199,742	9,240,254	5,312,278.09	381,018.26	3,546,957.80	61.6%
55190 OTHER LOCAL HLTH SRVCS (WIC)	2,263,600	358,700	2,622,300	1,321,341.23	254.02	1,300,704.75	50.4%
55310 REGIONAL MENTAL HEALTH CENTER	7,000	0	7,000	7,000.00	.00	.00	100.0%
55390 APPROPRIATION TO STATE	214,225	0	214,225	135,234.75	.00	78,990.25	63.1%
55590 OTHER LOCAL WELFARE SERVICES	62,825	0	62,825	51,300.00	.00	11,525.00	81.7%
55900 OTHER PUBLIC HEALTH & WELFARE	12,500	0	12,500	11,200.00	.00	1,300.00	89.6%
56500 LIBRARIES	1,861,983	0	1,861,983	1,396,487.25	.00	465,495.75	75.0%
56700 PARKS & FAIR BOARDS	590,618	8,979	599,597	339,861.59	40,127.51	219,607.90	63.4%
56900 OTHER SOCIAL, CULTURAL & REC	9,688	0	9,688	6,094.16	.00	3,593.84	62.9%
57100 AGRICULTURAL EXTENSION SERVIC	383,713	34,910	418,623	183,035.62	2,830.13	232,757.63	44.4%
57300 FOREST SERVICE	2,000	0	2,000	2,000.00	.00	.00	100.0%
57500 SOIL CONSERVATION	32,850	0	32,850	20,747.44	.00	12,102.56	63.2%
58110 TOURISM	1,289,350	0	1,289,350	701,231.90	.00	588,118.10	54.4%
58120 INDUSTRIAL DEVELOPMENT	600,404	0	600,404	467,258.25	.00	133,145.75	77.8%
58220 AIRPORT	216,633	0	216,633	144,422.00	.00	72,211.00	66.7%
58300 VETERAN'S SERVICES	413,759	17,297	431,056	256,177.98	1,480.34	173,397.92	59.8%
58400 OTHER CHARGES	1,296,178	74,035	1,370,213	884,838.29	.00	485,374.71	64.6%
58500 CONTRIBUTION TO OTHER AGENCIE	180,560	0	180,560	159,635.48	.00	20,924.52	88.4%
58600 EMPLOYEE BENEFITS	508,496	0	508,496	225,645.01	.00	282,850.99	44.4%
58900 MISC-CONT RESERVE	18,400	0	18,400	10,545.56	127.88	7,726.56	58.0%
64000 LITTER & TRASH COLLECTION	116,319	0	116,319	73,649.59	.00	42,669.41	63.3%
99100 OPERATING TRANSFERS	0	6,000	6,000	6,000.00	.00	.00	100.0%
TOTAL COUNTY GENERAL	66,089,053	2,417,123	68,506,176	41,141,807.72	2,109,545.74	25,254,822.90	63.1%

131 GENERAL ROADS

61000 ADMINISTRATION	420,502	0	420,502	273,859.62	3,197.33	143,445.05	65.9%
62000 HIGHWAY & BRIDGE MAINTENANCE	4,520,389	0	4,520,389	2,507,889.63	114,906.75	1,897,592.62	58.0%
63100 OPERATION & MAINT OF EQUIPMEN	1,289,231	0	1,289,231	749,926.56	49,469.03	489,835.41	62.0%
63600 TRAFFIC CONTROL	491,476	0	491,476	226,623.14	46,488.85	218,364.01	55.6%
65000 OTHER CHARGES	405,541	0	405,541	323,389.94	409.00	81,742.06	79.8%
66000 EMPLOYEE BENEFITS	60,000	0	60,000	35,660.11	.00	24,339.89	59.4%
68000 CAPITAL OUTLAY	1,224,500	58,000	1,282,500	502,553.14	26,560.79	753,386.07	41.3%

03/05/2014 08:04
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 MONTGOMERY COUNTY GOVERNMENT, TN
 YEAR-TO-DATE BUDGET REPORT

 PG 3
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FOR 2014 08

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
82220 HIGHWAYS & STREETS	7,000	0	7,000	.00	.00	7,000.00	.0%
TOTAL GENERAL ROADS	8,418,639	58,000	8,476,639	4,619,902.14	241,031.75	3,615,705.11	57.3%
151 DEBT SERVICE							
00000 NON-DEDICATED ACCOUNT	971,347	0	971,347	971,347.00	.00	.00	100.0%
82110 PRINCIPAL-GENERAL GOVERNMENT	6,422,316	0	6,422,316	.00	.00	6,422,316.00	.0%
82130 PRINCIPAL-EDUCATION	15,869,915	0	15,869,915	1,268,059.99	.00	14,601,855.01	8.0%
82210 INTEREST-GENERAL GOVERNMENT	4,105,523	0	4,105,523	1,598,083.57	.00	2,507,439.43	38.9%
82230 INTEREST-EDUCATION	10,170,713	0	10,170,713	4,928,739.58	.00	5,241,973.42	48.5%
82310 OTHER DEBT SERV-COUNTY GOVT	236,500	50,697	287,197	163,008.71	.00	124,188.29	56.8%
82330 OTHER DEBT SERV.-EDUCATION	591,094	10,384	601,478	344,793.15	.00	256,684.85	57.3%
TOTAL DEBT SERVICE	38,367,408	61,081	38,428,489	9,274,032.00	.00	29,154,457.00	24.1%
171 CAPITAL PROJECTS							
00000 NON-DEDICATED ACCOUNT	30,000	64,049	94,049	26,344.96	.00	67,704.04	28.0%
91110 GENERAL ADMINISTRATION PROJEC	2,766,250	6,311,751	9,078,001	3,305,005.33	3,084,801.31	2,688,194.49	70.4%
91130 PUBLIC SAFETY PROJECTS	819,000	161,318	980,318	411,932.74	266,354.78	302,030.48	69.2%
91140 PUBLIC HEALTH /WELFARE PROJEC	1,778,800	767,062	2,545,862	955,155.40	519,974.94	1,070,731.89	57.9%
91150 SOCIAL/CULTURAL/REC PROJECTS	6,800,000	4,312,493	11,112,493	2,362,906.69	1,954,078.38	6,795,508.32	38.8%
91190 OTHER GENERAL GOVT PROJECTS	68,500	371,380	439,880	123,925.63	71,630.21	244,324.60	44.5%
91200 HIGHWAY & STREET CAP PROJECTS	700,000	1,375,607	2,075,607	58,955.57	81,447.44	1,935,203.88	6.8%
91300 EDUCATION CAPITAL PROJECTS	2,359,500	18,455,992	20,815,492	14,650,624.00	.00	6,164,868.00	70.4%
TOTAL CAPITAL PROJECTS	15,322,050	31,819,653	47,141,703	21,894,850.32	5,978,287.06	19,268,565.70	59.1%
266 WORKER'S COMPENSATION							
51750 CODES COMPLIANCE	0	0	0	40.00	.00	-40.00	100.0%
51810 COURTS COMPLEX	0	0	0	196.13	.00	-196.13	100.0%
51920 RISK MANAGEMENT	475,138	0	475,138	115,994.49	45,016.78	314,126.73	33.9%
52500 COUNTY CLERK'S OFFICE	0	0	0	509.65	.00	-509.65	100.0%
53100 CIRCUIT COURT	0	0	0	363.58	.00	-363.58	100.0%
54110 SHERIFF'S DEPARTMENT	0	0	0	8,073.69	.00	-8,073.69	100.0%
54210 JAIL	0	0	0	32,061.43	.00	-32,061.43	100.0%

03/05/2014 08:04
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 MONTGOMERY COUNTY GOVERNMENT, TN
 YEAR-TO-DATE BUDGET REPORT

 PG 4
 glytdbud

FOR 2014 08

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
54410 EMERGENCY MANAGEMENT	0	0	0	3,213.03	.00	-3,213.03	100.0%
55120 RABIES & ANIMAL CONTROL	0	0	0	956.82	.00	-956.82	100.0%
55130 AMBULANCE SERVICE	0	0	0	16,430.97	.00	-16,430.97	100.0%
55190 OTHER LOCAL HLTH SRVCS (WIC)	0	0	0	442.00	.00	-442.00	100.0%
55754 LANDFILL OPERATION/MAINTENANC	0	0	0	14,130.37	.00	-14,130.37	100.0%
56500 LIBRARIES	0	0	0	308.78	.00	-308.78	100.0%
56700 PARKS & FAIR BOARDS	0	0	0	586.79	.00	-586.79	100.0%
62000 HIGHWAY & BRIDGE MAINTENANCE	0	0	0	9,660.12	.00	-9,660.12	100.0%
TOTAL WORKER'S COMPENSATION	475,138	0	475,138	202,967.85	45,016.78	227,153.37	52.2%
GRAND TOTAL	128,672,288	34,355,857	163,028,145	77,133,560.03	8,373,881.33	77,520,704.08	52.4%

** END OF REPORT - Generated by Mariel Lopez-Gonzalez **

Clarksville/Montgomery County Sales Tax Distribution Monthly Comparison Report

FY 2007-2008 Totals	\$	11,068,305.39	\$	31,260,284.87	\$	2,902,417.86	\$	45,231,008.12
FY 2008-2009 Totals	\$	11,282,434.89	\$	31,923,859.91	\$	2,964,819.92	\$	46,171,114.72
FY 2009-2010 Totals	\$	11,762,260.45	\$	33,293,704.75	\$	3,092,203.01	\$	48,148,168.21
FY 2010-2011 Totals	\$	12,160,832.28	\$	34,564,521.72	\$	3,212,146.92	\$	49,937,500.92
FY 2011-2012 Totals	\$	14,489,406.12	\$	40,622,715.82	\$	3,767,656.08	\$	58,879,778.02
FY 2012-2013 Totals	\$	13,594,753.04	\$	38,301,020.55	\$	3,554,853.25	\$	55,450,626.84
FY 2013-2014 by Mont City of Clarksville			School Operations		School Debt Service		Total Monthly Sales Tax	
July	\$	1,128,526.76	\$	3,186,248.02	\$	295,818.76	\$	4,610,593.54
August	\$	1,158,826.10	\$	3,278,719.67	\$	304,497.25	\$	4,742,043.02
September	\$	1,081,965.50	\$	3,054,229.62	\$	283,554.35	\$	4,419,749.47
October	\$	1,094,299.74	\$	3,085,892.79	\$	286,451.48	\$	4,466,644.01
November	\$	1,125,427.98	\$	3,191,954.37	\$	296,543.08	\$	4,613,925.43
December	\$	1,113,581.87	\$	3,134,085.58	\$	290,841.72	\$	4,538,509.17
January	\$	1,159,895.48	\$	3,223,238.98	\$	298,558.96	\$	4,681,693.42
February	\$	1,463,594.31	\$	4,086,264.29	\$	378,759.24	\$	5,928,617.84
March							\$	-
April							\$	-
May							\$	-
June							\$	-
TOTALS	\$	9,326,117.74	\$	26,240,633.32	\$	2,435,024.84	\$	38,001,775.90

Respectfully submitted: Brenda E. Radford, Montgomery County Trustee, February 14, 2014

CLARKSVILLE-MONTGOMERY COUNTY										
SALES TAX COLLECTIONS COMPARISON REPORT										
	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
July	\$ 3,851,625.57	\$ 3,807,908.75	\$ 3,944,322.43	\$ 3,973,449.15	\$ 4,368,524.95	\$ 4,969,328.68	\$ 4,610,593.54			
August	\$ 4,048,062.83	\$ 3,969,101.90	\$ 4,155,944.24	\$ 4,485,348.58	\$ 4,365,279.31	\$ 4,770,982.11	\$ 4,742,043.02			
September	\$ 3,697,338.74	\$ 3,591,425.40	\$ 3,765,577.37	\$ 4,044,918.09	\$ 4,687,426.40	\$ 4,458,831.11	\$ 4,419,749.47			
October (August Coll.)	\$ 3,813,108.63	\$ 3,666,073.38	\$ 3,836,157.44	\$ 3,971,998.55	\$ 5,337,736.53	\$ 4,615,095.98	\$ 4,466,644.01			
November	\$ 3,900,630.43	\$ 3,614,756.11	\$ 3,824,985.82	\$ 3,943,598.18	\$ 5,120,107.11	\$ 4,634,486.72	\$ 4,613,925.43			
December	\$ 3,476,063.68	\$ 3,479,758.37	\$ 3,746,233.68	\$ 3,865,625.08	\$ 4,668,853.03	\$ 4,330,938.36	\$ 4,538,509.17			
January	\$ 3,782,928.31	\$ 3,911,901.46	\$ 3,918,328.61	\$ 3,978,924.86	\$ 4,936,179.84	\$ 4,575,580.98	\$ 4,681,693.42			
February	\$ 4,792,942.94	\$ 4,984,794.05	\$ 5,220,113.70	\$ 5,316,606.81	\$ 6,261,020.97	\$ 5,624,805.48	\$ 5,928,617.84			
March	\$ 3,158,680.40	\$ 3,529,385.22	\$ 3,579,055.71	\$ 3,519,094.43	\$ 4,247,079.33	\$ 3,885,858.93				
April	\$ 3,351,393.11	\$ 3,738,282.75	\$ 3,801,787.78	\$ 3,944,756.92	\$ 4,803,176.86	\$ 4,286,888.78				
May	\$ 3,814,407.26	\$ 4,044,427.55	\$ 4,305,544.93	\$ 4,527,749.91	\$ 5,310,119.72	\$ 4,751,487.50				
June	\$ 3,543,826.22	\$ 3,833,299.78	\$ 4,050,116.50	\$ 4,365,430.36	\$ 4,774,273.97	\$ 4,546,342.21				
TOTAL	\$ 45,231,008.12	\$ 46,171,114.72	\$ 48,148,168.21	\$ 49,937,500.92	\$ 58,879,778.02	\$ 55,450,626.84	\$ 38,001,775.90	\$ -	\$ -	\$ -
Increase/Decrease	\$ (3,125,338.19)	\$ 940,106.60	\$ 1,977,053.49	\$ 1,789,332.71	\$ 8,942,277.10	\$ (33,429,151.18)			\$ -	\$ -
MONTH	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
July										
August										
September										
October										
November										
December										
January										
February										
March										
April										
May										
June										
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Increase/Decrease	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Brenda E. Radford, Montgomery County Trustee, February 14, 2014					Events that mark Notable Change in Clarksville/Montgomery County Sales Tax Revenue					

<u>Dec., 2007</u> -The Worst Recession since the Great Depression began	2007-2008	Presidential Election/Housing Crisis/Banking/Stock Market/Interest Rates
<u>June, 2009</u> -Official Ending of the Worst Recession since the Great Depression	2007-2008	Operation Enduring Freedom
<u>October, 2010</u> -"This is the Slowest and Feeblest Recovery in the U.S.A.'s History,"-Steve Forbes	9/2008 \$200 Bill. Federal Bailout of Fannie & Freddie, Lehman Chap.11, Merrill bought by BofA, AI	
<u>First Quarter, 2011-4/4&13/11 WSJ</u> called the US Economy "The Incredible Shrinking Recovery"-The US Economy appears to have grown by little more than 1.5% in the 1st Qtr., well below the 4% annualized most expected back in January.		
It is no coincidence that bank earnings have been retreating as well. Inflation/Stagflation , in the 3 months ending Feb., 2011, was running at an annualized rate of 5.6% and does not come close to compensating investors with their current low interest rate of .0		
<u>WSJ-"Great Symbolic Blow" 8/5/11-America Gets Downgraded from AAA+ to AA+ by Standard & Poors</u> -now 18 countries in the world have a better credit rating than the U.S.A.		
<u>Jan. 2013</u> -THE NEW YORK TIMES Matthew Bishop "The latest green shoots of recovery in the Unites States already show signs of turning brown." Paul Krugman "Without a radical change in economic policy in both the Unites States and Europe,	the likiest outcome is a prolonged depression, perhaps not as "great" as in the 1930's but with clear similarities, above all in the immense human cost of needlessly high unemployment."	
<u>Jan. 14, 2013</u> Hemlock Semiconductor LLC delays the start up of the Clarksville facility.	For Calendar Year 2013-Economists are predicting a 1.4% GDP	
<u>October 14, 2013, Hankook Tire coming to Clarksville with 1,800 direct jobs and build an \$800million manufacturing facility in Clarksville/Montgomery County</u>		

COMPARISON OF HOTEL OCCUPANCY TAX COLLECTIONS										
MONTH	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008
JANUARY	\$ 27,098.84	\$ 30,533.18	\$ 48,458.76	\$50,828.98	\$ 65,230.13	\$ 72,800.02	\$ 78,874.92	\$ 63,103.00	\$ 73,675.57	\$ 80,603.04
FEBRUARY	\$ 29,909.16	\$ 30,389.03	\$ 47,751.41	\$53,770.38	\$ 68,380.09	\$ 91,527.44	\$ 67,626.09	\$ 63,689.44	\$ 71,126.97	\$ 78,321.88
MARCH	\$ 31,464.65	\$ 32,987.23	\$ 56,924.49	\$54,806.34	\$ 93,121.20	\$ 103,994.62	\$ 70,053.21	\$ 65,063.08	\$ 78,796.55	\$ 83,799.10
APRIL	\$ 36,921.57	\$ 39,278.27	\$ 64,682.11	\$75,899.40	\$ 94,829.04	\$ 92,468.13	\$ 102,342.68	\$ 99,137.03	\$ 112,761.36	\$ 122,941.33
MAY	\$ 45,431.12	\$ 40,659.75	\$ 67,111.76	\$71,882.71	\$ 91,093.92	\$ 96,224.80	\$ 90,741.56	\$ 85,506.62	\$ 103,205.69	\$ 90,117.49
JUNE	\$ 41,300.90	\$ 40,705.58	\$ 67,033.52	\$78,332.61	\$ 84,186.25	\$ 91,007.71	\$ 100,085.45	\$ 89,668.92	\$ 135,081.86	\$ 106,604.47
JULY	\$ 43,822.68	\$ 43,848.22	\$ 71,259.56	\$88,829.01	\$ 88,224.67	\$ 90,974.37	\$ 110,606.98	\$ 94,808.25	\$ 136,085.79	\$ 95,500.92
AUGUST	\$ 51,914.05	\$ 82,607.67	\$ 80,724.48	\$103,831.95	\$ 111,787.39	\$ 114,839.93	\$ 126,860.91	\$ 99,007.81	\$ 128,691.23	\$ 106,602.50
SEPTEMBER	\$ 45,085.51	\$ 77,573.12	\$ 75,928.35	\$71,760.72	\$ 89,163.84	\$ 88,227.22	\$ 103,528.65	\$ 93,998.21	\$ 122,277.00	\$ 94,452.48
OCTOBER	\$ 62,586.96	\$ 78,223.81	\$ 64,421.97	\$67,912.08	\$ 71,058.32	\$ 85,219.87	\$ 103,329.13	\$ 120,964.50	\$ 115,299.73	\$ 83,620.66
NOVEMBER	\$ 42,478.02	\$ 67,894.53	\$ 70,109.29	\$68,664.15	\$ 77,700.65	\$ 90,975.56	\$ 93,726.35	\$ 95,136.90	\$ 132,492.92	\$ 100,329.52
DECEMBER	\$ 37,644.94	\$ 54,665.88	\$ 64,491.24	\$65,970.79	\$ 71,088.08	\$ 87,086.86	\$ 88,085.13	\$ 93,788.01	\$ 89,362.16	\$ 116,462.45
YEARLY TOTAL	\$ 495,658.40	\$ 619,366.27	\$ 778,896.94	\$852,489.12	\$ 1,005,863.58	\$1,105,346.53	\$1,135,861.06	\$ 1,063,871.77	\$ 1,298,856.83	\$ 1,159,355.84
	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
JANUARY	\$ 87,058.36	\$ 98,797.30	\$ 93,568.93	\$ 122,959.56	\$ 101,963.52	\$ 106,908.64				
FEBRUARY	\$ 103,484.37	\$ 122,425.01	\$ 98,617.91	\$ 130,592.70	\$ 84,950.58					
MARCH	\$ 106,133.80	\$ 97,223.36	\$ 123,655.30	\$ 130,540.42	\$ 89,897.89					
APRIL	\$ 131,183.50	\$ 147,129.46	\$ 141,216.66	\$ 166,930.70	\$ 127,011.20					
MAY	\$ 124,347.50	\$ 140,099.75	\$ 148,155.80	\$ 145,100.30	\$ 114,744.33					
JUNE	\$ 128,926.73	\$ 156,904.04	\$ 165,434.81	\$ 156,556.28	\$ 149,278.38					
JULY	\$ 138,948.38	\$ 155,002.42	\$ 166,721.40	\$ 142,543.24	\$ 139,764.87					
AUGUST	\$ 138,546.34	\$ 159,398.89	\$ 189,029.54	\$ 144,944.86	\$ 138,508.95					
SEPTEMBER	\$ 110,943.01	\$ 139,077.22	\$ 183,172.65	\$ 137,762.39	\$ 123,496.85					
OCTOBER	\$ 103,998.14	\$ 106,852.14	\$ 150,626.03	\$ 136,406.87	\$ 118,284.80					
NOVEMBER	\$ 117,095.86	\$ 111,906.42	\$ 169,407.63	\$ 139,934.80	\$ 133,540.36					
DECEMBER	\$ 107,900.37	\$ 110,667.80	\$ 151,081.34	\$ 112,969.35	\$ 124,889.36					
YEARLY TOTAL	\$ 1,398,566.36	\$1,545,483.81	\$ 1,780,688.00	\$1,667,241.47	\$ 1,446,331.09	\$ 106,908.64	\$ -	\$ -	\$ -	\$ -
						Brenda E. Radford, Montgomery County Trustee				
						2/10/2014				

01.10.2014-Please note -The June, 2013, Hotel /Motel Tax amount is amended from \$149,918.32 to \$149,278.38

COUNTY MAYOR NOMINATIONS

MARCH 10, 2014

AIRPORT AUTHORITY LIAISON COMMITTEE

2-yr term (max 4 yrs)

Nick Robards nominated to replace Glen Demorest for a two-year term to expire March, 2016.

Larry Rocconi nominated to replace John Genis for a two-year term to expire March, 2016.

Ron Sokol nominated to replace Robert Nichols for a two-year term to expire March, 2016.

Mayor Nominations

On Motion to Adopt by Commissioner Brockman, seconded by

Commissioner Bryant, the foregoing Mayor Nominations were Approved by
the following roll call vote:

Jerry Allbert	Y	John M. Gannon	Y	Robert Nichols	Y
Ed Baggett	Y	John M. Genis	Y	Keith Politi	Y
Mark Banasiak	Y	Robert Gibbs	Y	Mark Riggins	Y
Martha Brockman	Y	Dalton Harrison	Y	Nick Robards	A
Loretta Bryant	Y	Charles Keene	Y	Larry Rocconi	A
Joe L. Creek	Y	Lettie Kendall	Y	Ron J. Sokol	A
Glen Demorest	Y	Robert Lewis	Y	Tommy Vallejos	Y

Ayes - 18 Abstentions - 3 Noes - 0

ABSENT: None