Anderson County Board of Commissioners Purchasing Committee Meeting Agenda December 11, 2023 4:30 p.m. Room 312 of the Courthouse

Members: Phil Yager (Committee Chair), Tyler Mayes, Denise Palmer, Aaron Wells and Steve Verran.

A. Contracts Approved by Law Director

B. Contracts Pending Law Director Approval

1. <u>Tennessee Quality Investments, Trustee and County Clerk, Contract #24-0068</u> – Lease of Andersonville Office space. Cost is \$1400 per month.

C. Other Business

1. Request to bid the following on govdeals:

DESCRIPTION	DEPARTMENT	Condition	Starting Bid
2009 Ford Explorer	EMS	Inoperable, must be towed	\$500
2003 Ford E350	EMS	Working, needs battery	
Ambulance			\$1000
2015 Chevy 3500 HD	EMS	Working	\$1000
2009 Chevy Impala	EMS	Inoperable, must be towed	\$300
2012 Chevy 3500 HD	EMS	Inoperable, must be towed	
Ambulance			\$500

Informational Only – Sold Capital Assets

			Starting	Winning
DESCRIPTION	DEPARTMENT	Condition	Bid	Bid
2009 Chevy Tahoe	Sheriff	Starts with a boost	\$500	\$3090.62
	Sheriff	Must be towed due to transmission		
2012 Chevy Charger		issue	\$500	\$2848.75
	Sheriff	Must be towed, needs alternator and		
2008 Volkswagen Jetta		battery	\$250	\$3386.25

TRIPLE NET LEASE

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1. Parties. This lease dated this 5th day of Lecember 23	
is hereby made and entered into by and between Tennescee Quality Investmen	ts
(herein called "Landlord"), and Anderson County Bouenmentherein called "Tenant").	
2. Premises. Landlord does hereby lease to Tenant and Tenant leased from	
Landlord that certain space in the <u>Andlerson Crossing</u> Shopping	
Center, having dimensions containing approximately	
square feet of floor are (herein called "Premises"). Said Premises are located at	
3324 Andersonville Hwy	
<u>Clinton</u> , <u>Anderson</u> County, Tennessee.	
This Lease is subject to the terms, covenants and conditions herein set forth and the	
Tenant covenants as a material part of the consideration for this Lease to keep and perform	
each and all of said terms, covenants and conditions by it to be kept and performed.	
3. Use. Tanant shall use the Premises for County Government	
and related sales and shall not use or permit the Premises to be used for any other purpose	
without the prior written consent of Landlord.	
4. Minimum Rent.	
A. Amount and Payment Terms	
Tenant agrees to pay Landlord as Minimum Rent, without notice or demand , the annual	
amount of <u>416,800</u> , payable in the monthly installments of	
, in advance, on or before the	
first (1st) day of each and every successive calendar month during the term hereof, except	
the first month's rent shall be paid upon the execution hereof. The rental shall commence	
on the First day of March 20,24.	
Rent for any period that is for less than one (1) month shall be prorated portion	
of the monthly installment herein based upon thirty (30) day month. All rentals under this	
Lease shall be paid to Landlord, without demand, which is expressly waived, and without	
deduction or offset, in lawful money of the United States of America and at such	
place as Landlord may from time to time designate in writing.	
5. Term. The lease term shall be from an initial five-year period from	

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February	141	, 2024	through January	3184	.20,29.
J			J		

December 2023 Purchasing Committee

The Tenant may also have the first right of refusal for (2) optional five (5) year lease periods. The parties hereto acknowledge that certain obligations under various articles hereof may commence prior to the lease term, i.e., construction, hold harmless, liability insurance, etc. The parties agree to be bound by these articles prior to commencement of the lease term.

6. Security Deposit. Concurrently with Tenant's execution of this Lease, Tenant has deposited with Landlord the sum of ______ _ Dollars. Said sum shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the term hereof. If Tenant defaults in any provision of this Lease, including, but not limited to the provisions relating to the payment of rent, Landlord may (but shall not be required) to use, apply or retain all or any part of this security deposit for the payment of any rent or any other sum in default, or for the payment of any amount that Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage that Landlord may suffer by reason of Tenant's default. If any portion of said deposit it is so used or applied, Tenant shall, within five (5) days after written therefor, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount and Tenants failure to do so shall be a default under this Lease. Landlord shall keep the security deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) following expiration of the Lease term. In the event of termination of Landlord's interest in this Lease, Landlord may transfer said deposit to Landlord's successor in Interest.

7. Additional Charges.

I. In addition to the Minimum Rent provided herein above, commencing at the same time as any Minimum Rent commences under this Lease, Tenant shall pay to Landlord the following items (herein called "Adjustments") without notice or demand, the annual amount to be determined by the Landlord, payable in one payment, on or before February 1st of each year and every successive year during the term hereof. The adjustments will be reviewed and adjusted on an annual basis by the Landlord. The adjustments are to be used used for the following:

(a) All real estate taxes and insurance premiums on the Premises, including land, December 2023 Purchasing Committee building, and improvements thereon. Said real estate taxes shall include all real estate taxes and assessments that are levied upon and/or assessed against the Premises, including any taxes which may be levied on rents. Said insurance shall include all insurance premiums for fire, extended coverage, liability, and any other insurance that the Landlord deems necessary on the Premises. Said taxes and insurance premiums for purpose for this provision shall be reasonably resurfacing of parking areas is contemplated, Landlord shall be permitted to include the anticipated cost of same as part of the estimated Adjustments. Even though the term has expired and Tenant has vacated the Premises, when the final determination is made of Tenant's share of said Adjustments for the year in which this Lease terminates, Tenant shall immediately pay any increase due over the estimated Adjustments previously paid. Failure of Landlord to submit statements as called for herein shall not be deemed to be a walver of Tenant's requirement to pay sums as herein provided.

8. Uses Prohibited. Tenant shall not do or permit anything to be done in or about the Premises or bring or keep anything therein that is not within the permitted use of the Premises or that will in any way increase the existing rate or affect any fire or other insurance upon the building in which the Premises are located, or any of its contents, or cause a a cancellation of any insurance policy covering said building or any part thereof, or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises that will in any way obstruct or interfere with the rights of other tenants or occupants of the Shopping Center, or injure or annoy them or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose. Nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises.

9. Compliance with Law. Tanant shall not use Premises, or permit anything to be done in or about the Premises, that will in any way conflict with any law, statute, ordinance or governmental rule or regulation in force or that shall hereafter be enacted or promulgated. Tenant shall, at its sole cost an expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or that may hereafter be in force and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements of acts. The judgment or any court of competent jurisdiction or the admission of Tenant in any

action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of the fact as between the Landlord and Tenant.

10. Alterations and Additions. Tenant shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part thereof without first obtaining written consent of Landlord and any alterations, additions or improvements to or of said Premises, including , but not timited to, wall coverings, paneling and built in cabinet work, but excepting movable furniture and trade fixtures, shall at once become a part of the reatty and belong to Landlord and shall be surrendered with the Premises. In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense. Upon the expiration or sooner termination of the term hereof, Tenant shall, upon written demand by Landlord, given at least thirty (30) days prior to the end of the term, at Tenants sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall, forthwith and with all due diligence , at its sole cost and expense, repair any damage to the Premises caused by such removal.

11. Repairs. By entry hereunder, Tenant shall be deemed to have accepted the Premises as being in good, sanitary order, condition and repair. Tenant shall, at Tenant's sole cost and expense, keep the Premises and every part thereof in good condition and repair (except as hereinafter provided with respect to Landlord's obligations) including without limitations, the maintenance, replacement and repair of any storefront, doors, plate glass, windows, window easements, glazing, plumbing, pipes, electrical wiring and conduits, heating, ventilation and air conditioning system. Tenant shall prior to occupancy of the Premises furnish the Landlord evidence that Tenant has entered into a maintenance or and service contract with a contractor reasonably acceptable to Landlord for maintenance or and service to the heating, ventilation and air conditioning system on the Premises on a periodic basis reasonable acceptable to Landlord, and Tenant shall maintain such a contract in force, shall cause such maintenance and service to be performed, and shall provide evidence that such contract is in force, to Landlord for the full term of this Lease. Tenant shall, upon the expiration of sooner termination of this Lease surrender the Premises to Landlord in good condition,

broom clean, ordinary wear and tear expected. Any damage to adjacent premises caused by

Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant.

Notwithstanding the provisions of this section herein above, Landlord shall repair and maintain the exterior walls and roof of the building of which the Premises are a part, unless necessity for such maintenance and repairs is caused in part or in whole by the act, neglect, fault, or omission of the Tenant, its agents, servants, employees, invitees, or any damage caused by breaking and entering, in which case Tenant shall pay to Landlord the actual cost of such maintenance and repairs. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time, after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. Except as provided in section 25 hereof, there shall by no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portions of the building of which the Premises are a part and appurtenances and equipment therein. Tenant waives the right to make repairs at Landlords expense under law, statute, of ordinance now or hereafter in effect.

12. Liens. Tenant shall keep the Premises and the property on which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant. Landlord may require, at Landlord's sole option, that Tenant shall provide to Landlord, at Tenant's sole cost and expense, a lien and completion bond in an amount equal to two (2) times the estimated cost of any improvements, additions, or alterations in the Premises that the Tenant desires to make, to insure Landlord against any liability for mechanics' and materialmen's liens and to ensure completion of the work.

13. Assignment and Subletting. Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease to any interest therein, and shall not sublet the said Premises to any part thereof, or any right or privilege appurtenant thereto, or allow any other person (employees, agents, servants, and invitees of Tenant excepted) to occupy or use the said Premises, or any portion thereof, without first obtaining the written consent of Landlord, which consent need not be given and shall be at Landlord's sole and absolute discretion. A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any

such assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment subletting without such consent shall be void, and shall, at the option of the Landlord, constitute a default under the terms of this Lease.

In event the Landlord shall consent to a sublease or assignment hereunder, Tenant shall pay Landlord reasonable fees and expenses incurred in connection with the review of documents necessary to giving of such consent.

In the event Tenant is a corporation, general or limited partnership, joint venture or other legal entity other than a natural person, any transfer or other change in the ownership of the stock, partnership or joint venture interests, or other ownership interest in Tenant, and/ or any change in control of Tenant or the power to vote or control the ownership interest in Tenant, whether any such change is by sale, assignment, bequest, inheritance, operation of law or otherwise, without Lender's prior written consent, which need not be given and shall be at Landlord's sole and absolute discretion, shall be considered an assignment in violation of this section and shall be a default under the terms of this Lease.

Hold Harmless. Tenant shall indemnify and hold harmless Landlord against 14. and from any and all claims arising from Tenant's use of the Premises or from the conduct of its business and from any activity, work or other things done, permitted or suffered by Tenant in or about the Premises, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all costs, attorneys' fees and llabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. In case any action or proceeding be brought against Landlord by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause; and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents on the Premises.

Landlord or its agents shall not be liable for any loss or damage to persons or property resulting in fire, explosion, falling building materials, steam, gas, electricity, water or rain which may leak from any part of the building or from the pipes, appliances or plumbing works

therein or from the roof, street or subsurface or from any other place, or resulting from dampness or any other cause whatsoever. Landlord or its agents shall not be liable to Tenant for interference with light, air or for any defect in the Premises.

15. Subrogation. As long as their respective insurers so permit, Landlord and tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties.

16. Liability Insurance. Tenant shall, at Tenant's expense, obtain and keep in force during term of this Lease a policy of comprehensive public liability insurance insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all area appurtenant thereto. Such insurance shall be in the amount of not less than One Million (\$1,000,000.00) Dollars for injury or death of one person in any one accident or occurrence and in the amount of no less than Two Million (\$2,000,000,00) Dollars for injury or death of more than one person in any one accident or occurrence. The limit of any such insurance shall not, however, limit the liability of the Tenant hereunder. If Tenant shall fail to procure and maintain said insurance, Landlord may, but shall not be required to, procure and maintain same, but at the expense of the Tenant. Insurance required hereunder shall be in companies reasonably acceptable to Landlord. Tenant shall deliver to Landlord, prior to right of entry, copies of policies of liability insurance required herein, of certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Landlord. No policy shall be cancellable or subject to reduction of coverage without thirty (30) days prior written notice to Landlord. All such policies shall be written as primary policies not contributing with and not in excess of coverage which Landlord may carry.

17. Utilities. Tenant shall pay for all water, gas, heat, light, power, sewer charges, telephone service and all other services and utilities supplied to the Premises, together with any taxes thereon. If any such services are not separately metered to Tenant, Tenant shall pay a reasonable proportion to be determined by Landlord of all charges jointly metered with other Premises.

18. Personal Property Taxes. Tenant shall pay, or cause to be paid, before delinquency any and all taxes levied or assessed and which become payable during the term hereof upon all leasehold improvements on the Premises, equipment, furniture, fixtures, and

any other personal property located in the Premises. In the event any or all of the leasehold improvements, equipment, furniture, fixtures, and other personal property shall be assessed and taxed with real property, Tenant shall pay Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property.

19. Rules and Regulations. Tenant shall faithfully observe and comply with any and all rules and regulations that Landlord shall from time to time promulgate and/or modify regulating use and occupancy of the Premises. The rules and regulations shall be binding upon the Tenant upon delivery of a copy of them to Tenant. Landlord shall not be responsible to Tenant for the non-performance of any said rules and regulations by any other Tenant or occupant.

20. Holding Over. If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof with the express written consent of Landlord, such occupancy shall be a tenancy from month to month at a rental in the amount of the Minimum Rent for the last month of the Initial term of Lease, plus all other charges payable hereunder, and upon the terms hereof.

In the event Tenant shall hold over after the expiration hereof without the express written consent of Landlord, or in the event Tenant is in any respect in default of this Lease at the time of expiration hereof, then Tenant's occupancy subsequent to such expiration shall be deemed that of at Tenant at will, with monthly Minimum rent to be in twice the amount of the Minimum Rent for the last month of the initial term of the Lease, and In no event a tenant from month to month, and such occupancy shall be subject to all the terms and provisions of the Lease, subject to the increase in the amount of Minimum Rent.

21. Entry by Landlord. Landlord reserves, and shall at any and all times have, the right to enter the Premises to inspect the same, to submit said Premises to prospective purchasers or tenants, to post notices of non-responsibility, to repair the Premises and any portion of the building of which the Premises are a part that Landlord may deem necessary or desirable, without abatement of rent, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing, that the entrance to the Premises shall not be unreasonably blocked thereby, and further providing that the business of the Tenant shall not be interfered

with unreasonably. [Tenant hereby waives any claim for damages or for any injury or

inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby.] For each of the aforesaid purposes. Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, excluding Tenant's vaults, safes and files, and Landlord shall have the right to use any means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the premises without liability to Tenant except for any failure to exercise due care for Tenant's property , and any entry to the Premises obtained by Landlord by any said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof.

22. Tenant's Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant.

A. The vacating or abandonment of the Premises by Tenant.

B. The failure by Tenant to make any payment of Minimum Rent, Percentage Rent, or of any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of (5) days after written notice thereof by Landlord to Tenant.

C. The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by the Tenant, other than described in subsection B of this section above, where such failure shall continue for a period of ten (10) days after written notice thereof by Landlord to Tenant ; provided, however, that if the nature of Tenant's default in non-monetary and is such that more than ten (10) days are reasonably required for its cure, then Tenant shall not be deemed to be default it Tenant commences such cure within said ten (10) day period and thereafter diligently and continuously prosecutes such cure to completion, provided that such cure must in any event be completed within sixty (60) days after such notice, and further provided that in the event of an assignment, subletting or other act in violation of section 13 above, then no notice or right to cure be given.

D. The making by Tenant of any general assignment or general arrangement for the benefits of creditors; or the filing by or against Tenant of a petition to have Tenant adjudged a bankruptcy debtor, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days) ;or the appointment of a trustee or a receiver to take possession of

substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

23. Remedies upon Default. In the event of any such default or breach by Tenant, Landlord may at any time thereafter, in Landlord's sole discretion, with or without further notice demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such default or breach:

A. Terminate this Lease by giving written notice to Tenant specifying the date of termination. In such event, Tenant shall immediately surrender the Premises to Landlord. If Tenant fails to do so, Landlord may without prejudice to any other remedy available to Landlord enter upon and take possession of the Leased Premises and expel or remove Tenant and any other parties occupying the Premises or any party thereof and any personal property and trade fixtures located thereIn. Tenant agrees to pay Landlord on demand the amount of all loss and damages suffered by Landlord by reason of such termination, whether caused by the inability to relet the Premises on satisfactory terms or otherwise.

B. Enter upon and take possession of the Premises without terminating this Lease and without relieving Tenant of Tenant's obligation to make all payments of Minimum rent, Percentage Rent and other sums owed hereunder. In such event, Landlord may expel or remove Tenant or any person occupying the Premises or any part thereof in any manner permitted by law, and any personal property and trade fixtures located therein, and may relet the Premises for Tenant's account at any rent readily obtainable, and may receive the rent of said Premises. In such event, Tenant shall pay Landlord on demand any deficiency that may arise by reason of such releting and the expenses of such releting for the residue of the term of this Lease, plus all damages to Landlord by reason of Tenant's default under this Lease.

C. Pursue any the rights and remedies set forth in the preceding paragraphs of this section shall not preclude the pursuit of any other remedies upon default provided by law or equity, or by this Lease. Nor shall pursuit of any remedy provided by this Lease constitute a forfeiture or waiver of any rent due to Landlord hereunder or any damages accruing to Landlord by reason of Tenant's default. Notwithstanding anything else herein contained,

however, each remedy set forth herein may be carried out in such manner, and only if,

permitted by then applicable law.

No waiver by Landlord of any violation or breach of any of the terms, provisions, or covenants of this Lease shall be deemed or construed to constitute a waiver of any other covenants contained herein. Forbearance by Landlord to enforce one or more of the remedies herein provided upon event of default shall not be deemed or construed to constitute a waiver

of such default.

In every instance of default, Tenant shall bear the cost of Landlord's reasonable expenses, including attorneys' fees and other expenses, incurred in any effort to enforce Landlord's rights under this Lease, whether by negotiation, litigation or otherwise.

24. Default by Landlord. Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Premises, whose name and address shall have therefore been furnished to Tenant in writing, specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, is such that more than thirty (30) days are required for performance, is such that more than thirty (30) days are required to performance, is such that more than thirty (30) days are required to performance, is such that more than thirty (30) days are required to performance, is such that more than thirty (30) days are required to performance, is such that more than thirty (30) days are required to performance, is such that more than thirty (30) days are required to performance, is such that more than thirty (30) days are required to performance, is such that more than thirty (30) days are required to performance, is such that more than thirty (30) days are required to performance, is such that more than thirty (30) days are required to performance, is such that more than thirty (30) days are required to performance.

25. Reconstruction. In the event the Premises are damaged and insurance proceeds are available to Landlord In an amount sufficient, in the sole Judgment and discretion of Landlord, to fully repair or reconstruct the Premises, or in the event the cost of repair or reconstruct the Premises, or in the event the cost of repair or reconstruct the Premises are located in less than twenty-five percent (25%) of the cost of replacement of such building, whether or not insurance proceeds are available, then Landlord shall, with reasonable diligence after release of all said insurance proceeds are available, then Landlord shall, with reasonable diligence after release of all said insurance proceeds are available, then Landlord shall, with reasonable diligence after release of all said insurance proceeds to Landlord, repair same and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of the Minimum Rent from the date of damage until such repairs are completed, such proportionate reduction to be based upon the extent to which damage and making of such repairs shall reasonably interfere with the business carried on by the Tenant in the Premises. If the damage is due to the fault or neglect of Tenant or its employees, there shall be no abatement of rent. December 2023 Purchasing Committee

In the event the Premises are damaged and insurance proceeds are not available to Landlord in an amount sufficient, in the sole judgment and discretion of Landlord, to fully repair or reconstruct the Premises, or in the event the cost of repair or reconstruction of building in which the Premises are located is twenty-five (25%) or more of the cost of replacement of such building, whether or not insurance proceeds are available, then Landlord shall have the option, (a) to repair or restore damage, this Lease continuing in full

force and effect, but Minimum Rent to be proportionately reduced as herein above in this section provided; or (b) to give notice to Tenant at any time within one hundred eighty (180) days after such damage, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving such notice, this Lease shall expire and all interest of the Tenant in the Premises shall terminate on the date so specified in such notice and the Minimum Rent, reduced by proportionate reduction, based upon the extent, if any, to which such damage interfered with the business carried on by the Tenant in the Premises, shall be paid up to the date of such termination.

Notwithstanding anything to the contrary contained in this section. Landlord shall have no obligation whatsoever to repair, reconstruct or restore the Premises when damage resulting from an casualty covered under this section occurs during the last twenty-four (24) months of the term of this Lease or any extension thereof.

Landlord shall not be required to repair any injury or damage by fire or other cause to, or to make any repairs of replacements or, any leasehold improvements, inventory, fixtures, or personal property of Tenant. Landlord shall have no liability to Tenant, or any agent, permitted assignee, subtenant or creditor of Tenant, for any interruption to or loss of business by Tenant, or for lost profits or other injury to Tenant, arising out of any casualty to the Premises or the Shopping Center or the repair or reconstruction by Landlord, or the failure of Landlord to so repair or reconstruct.

26. Eminent Domain. If more than twenty-five percent (25%) of the Premises shall be taken or appropriated by any public or other authority under the power of eminent domain, either party hereto shall have the right, at its option, within sixty (60) days after said taking, to terminate this Lease upon thirty (30) days written notice. If either less than or more than a twenty-five percent (25%) of the Premises are taken (and neither party elects to terminate as herein provided), the Minimum Rent thereafter to be paid shall be equitably reduced.[If December 2023 Purchasing Committee

any part of the Shopping Center other than the Premises may be so taken or appropriated, Landlord shall within sixty (60) days of said taking have the right at its option to terminate this Lease upon written notice to Tenant.]

27. Parking and Common Areas. All parking and common areas and other common facilities made available by Landlord in or about the Shopping Center shall be subject to the exclusive control and management of Landlord, expressly reserving to Landlord, without limitation, the right to erect and install within said areas, planters, pools, sculpture, freestanding buildings, additional stories to buildings, or otherwise. Common area (as initially constructed or as the same may be enlarged or reduced at any time thereafter) shall mean all areas, space, facilities, equipment, signs and special services from time to time made available by Landlord for the common and joint use and benefit of Landlord, the Tenant and other tenants and occupants of the Shopping Center, and their respective employees, agents subtenants, concessionaires, licensees, customers and invitees, which may include (but shall not be deemed a representation as to their availability), any sidewalks, parking areas, access roads, driveways, landscaped areas, truck service-ways, tunnels, loading docks, pedestrian malls, (enclosed or open), courts, stairs, ramps, elevators, escalators, and public washrooms. Landlord hereby expressly reserves the right from time to time, to construct, maintain and operate lighting and other facilities, equipment and signs on all of said common areas; to police the same; to change the area, level, location and arrangement of the parking areas and other facilities, forming a part of said common areas; to build parking facilities; to restrict parking by tenants and other occupants of the Shopping Center and their employees, agents, subtenants, concessionaires and licensees; to close temporarily all or any portion of the common areas for the purpose of making repairs or changes thereto and to discourage non-customer parking; to establish, modify and enforce reasonable rules and regulations with respect to the common areas and the use of to be made thereof; and to grant individual tenants the right to conduct sales in the common areas. Landlord shall operate, manage, equip, light and maintain the common areas in such a manner as Landlord may from time to time determine, and Landlord shall have the right and exclusive authority to employ and discharge all personnel with respect thereto. Tenant is hereby given a non-exclusive license to use, during the term hereof, the common areas of the Shopping Center as they may now or any time during the term exist, provided, however, that if the size, location or arrangement of such common areas or the type of facilities at any time forming a part hereof be changed or diminished, Landlord shall not be subject to any liability therefor, nor shall Tenant be entitled December 2023 Purchasing Committee

to any compensation or diminution or abatement of rent therefor, nor shall such change or diminution of such area be deemed a constructive or actual eviction. Landlord reserves the right to grant to third persons the non-exclusive right to cross over and use in common with Landlord and all tenants of the Shopping Center the common areas as designated from time to time by Landlord. In order to establish that the Shopping Center and any portion thereof is and will remain private property and to prevent a dedication thereof or the accrual of any rights to any person or the public therein, Landlord hereby reserves the unrestricted right to close all or any portion of the Shopping Center owned, leased or controlled by Landlord to the general public for one (1) day in each calendar year and, in connection therewith, to seal off all entrances to the Shopping Center, or any portion thereof. Tenant hereby acknowledges. consents, and agrees that any and/or all services, facilities and access by the public to the Premises and/or to the Shopping Center may be suspended in whole or in part during such temporary times as any of the stores in the Shopping Center are not open for business, on legal holidays, or such other days as may be declared by local, state or federal authorities as days of observance, and/or during any period of actual or threatened civil commotion. insurrection or circumstances beyond Landlord's control.

The Tenant , in the use of said common and parking areas, agrees to comply with such reasonable rules, regulations and charges for parking as the Landlord may adopt from time to time for the orderly and proper operation of said common and parking areas. Such rules may include but shall not be limited to the following: (1) the restricting of employee parking to a limited, designated area or areas; and (2) the regulation of the removal, storage and disposal of Tenant's refuse and other rubbish at the sole cost and expense of Tenant.

28. Signs. The Tenant may affix and maintain upon the exterior of th Premises, whether on exterior walls, glass or otherwise, and in the interior of the Premises visible from the exterior, only such signs, advertising placards, names, insignia, trademarks and descriptive material as shall have first received the written approval of the Landlord as to type, size, color, location, copy nature, control, and display qualities.

29. Displays. The Tenant may not display or sell merchandise or allow grocery carts or other similar devices within the control of Tenant to be stored or to remain outside the exterior walls and permanent doorways of the Premises. Tenant further agrees not to install any exterior lighting, amplifiers or similar devices or use in or about the Premises any advertising medium which may be heard or seen outside the Premises, such as flashing

lights, searchlights, loudspeakers, phonographs or radio broadcasts.

30. Auctions. Tenant shall not conduct or permit to be conducted any sale by auction in , upon or from the Premises whether said auction be voluntary , involuntary, or pursuant to any assignment for the payment of the creditors or otherwise.

32. General Provisions.

A. Clauses, plats, riders and addenda, if any, affixed to this Lease are a part hereof.

B. The waiver by Landlord of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such rent.

C. If there be more than one (1) person or entity constituting Tenant, the obligations hereunder imposed shall be joint and several.

D. The captions and headings of the provisions of this Lease are not a part of the Lease and shall have no effect upon the constitution or interpretation of any part or provision hereof.

E. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

F. The covenants, terms and conditions herein contained, subject to the provisions as to assignment and subletting, apply to and bind the heirs successors, executors, administrators, representatives and assigns of the partles hereto.

G. Neither Landlord nor Tenant shall record this Lease, but a short form memorandum hereof may be recorded at the request of Landlord or Tenant.

H. Upon Tenant paying all rents due hereunder and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have a quiet possession of the Premises for the entire term hereof, subject to all the provisions of this lease.

I. Tenant hereby acknowledges that late payment by Tenant to Landlord of rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by terms of any mortgage or deed of trust covering the Premises. Accordingly, if any installment of rent or any sum due from Tenant shall not be received by Landlord or Landlord's designee within ten (10) days after written that said amount is past due, then Tenant shall pay to Landlord a late charge equal to five (5%) percent of such overdue amount, plus any attorneys' fees incurred by Landlord by reason of Tenant's failure to pay rent and/or other charges when due hereunder. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charges by the Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, or prevent Landlord from exercising any of the other rights and remedies granted hereunder.

J. This Lease contains all of the agreements of the parties with respect to any matter covered or mentioned in this Lease, and no prior or contemporaneous agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

K. This lease and the obligations of the Tenant hereunder shall not be affected or

impaired because the Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, December 2023 Purchasing Committee

or any other cause beyond the reasonable control of the Landlord.

L. Any provision of this Lease that shall prove to be invalid, void, or illegal shall in no way affect, impair or in validate any other provision hereof, and such other provisions shall remain in full force and effect.

M. No remedy or election hereunder shall be deemed exclusive but shall be cumulative with all other remedies at law in equity.

N. This Lease shall be governed by the laws of the State of Tennessee.

O. Should Landlord employ legal counsel to enforce any of the provisions herein contained, or to protect the rights of Landlord hereunder, Tenant agrees to pay all attorneys' fees and court costs reasonably incurred by Landlord.

P. In the event of any sale by Landlord, Landlord shall be and is hereby entirely relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchased, at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease.

Q. This Lease is and shall be subject and subordinate at all times to all ground and underlying leased and to all deeds of trust and mortgages which now or hereafter may encumber the Premises, and to all renewals, modifications and extensions thereof, and to all advances which be now or hereafter made secured thereby. Upon request of the Landlord, Tenant shall in writing evidence and acknowledge that its right hereunder are subordinate to any mortgage or deed of trust, given for the benefit of any bank, savings and loan association, insurance company or other lending institution or other lender, now or hereafter in force against the Premises, and to all advances made or hereafter to be made upon the security thereof, and will execute such estoppel certificates as any such lender may require.

In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by the landlord covering the Premises, the Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this lease.

R. All notices and demands that may or are to be required or permitted to be given by either party on the other hereunder shall be in writing. All notices and demands by the Landlord to the Tenant shall be sent by certified United States Mail, postage prepaid, return receipt requested, addressed to the Tenant at the address hereinbelow, or to such other place as Tenant may from time to time designate in a written notice to the Landlord. All notices and demands by the Tenant to the landlord shall be sent by certified United States Mail, postage, prepaid, return receipt requested, addressed to the Landlord at the address set forth herein, and to such other person or place as the Landlord may from time to time designate in a notice to the Tenant:

If to Landlord at:

If to Tenant at:

S. Tenant shall at any time and from time to time, upon not less than three (3) days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this lease as so modified in advance, if any, and (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of the Landlord hereunder or specifying such defaults if any are claimed, and (c) setting forth the date of commencement of rents and expiration of the term hereof. Any such statement may be relied upon by the prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part.

T. If Tenant is a corporation, partnership or other entity other than a natural person, each individual executing this Lease on behalf of said entity represents and warrants that such person is duly authorized to execute and deliver this Lease on behalf of said entity, and that this Lease is binding upon said entity.

33. Brokers. Tenant warrants that it has no dealings with any real estate broker or agent in connection with the negotiation of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and date first above written in section 1 above.

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2	LANDLORD:	
Signed		-
Printed Name		
	TENANT:	
Signed		
Printed Name		
Signed		
Printed Name		
Signed		
oigneu		
Printed Name		

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Inventory ID:	Asset Number:	Fair Market Value:			
Short Description: Year ²⁰¹⁵ Make Chevy	Model	3500HD Silverado			
VIN: 1 G B 3 C Z C		4 3 5 Title Restriction: $\Box Y \blacksquare N$			
Odometer:	Miles L Kilometers Od	ometer Accurate 📓 Y 🗋 N:			
Long Description:					
		gine Runs 🗆 Does Not Run 🗆 For Parts Only			
		ane/Natural Gas 🗌 Gas/Electric Hybrid			
Engine Condition: Runs Needs rep	bair \Box is in unknown condition	own the road ok			
Repairs needed: Unsure if any, it s					
This vehicle was maintained every 5000					
		Available Not Available For Inspection			
		able 🗆 Needs repair 🗀 Is Unknown Condition			
Repairs Needed:					
		red Glass Cracked			
Minor: 🔳 Dents 🔳 Scratches 🔳 Ding	s Tire Condition: Good	Tread: #Flat Hubcaps #			
Major Damage to:					
Additional Damage:					
		& Impressions Remain 🗌 No Impressions			
Emergency equip: 🗌 None 🔳 Has	been removed & 🔳 There are h	oles in the exterior There are no holes			
Interior: Color Gray Cloth Vinyl Leather					
Damage to Seats: Normal Wear	Damage to Seats: Normal Wear				
Damage to Dash/Floor: Normal Wear					
Radio: Stock or Brand & Model:AM AM/FM AM/FM Cassette AM/FM CD					
AC (Condition: Cold Unknown) No AC Air Bags: Driver's Side Dual					
Cruise Control Tilt Steering Remote Mirrors Climate Control					
Power: Steering Windows Door Locks Seats					
Additional Equipment: Ambulance Box					
Manufacturer Taylor Made Model Serial #					
Tool Box Light Bar Ladder Rack Utility Body: Brand Hitch: Type					
Location of Asset: 314 Public Safety Ln Clinton Tn 37716					
For more information contact: Bryan Schroeder 865.806.4090 Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.					
Reminder: Do not close items on or surro	ounding a Holiday, on Friday nights	, or Weekends. Stagger closing times by 10 minutes.			

Inventory ID:	Asset Number:	Fair Market Value:		
Short Description: Year 2013 2012 Make Chevy	Model	3500 silverado		
VIN: 1 G B 3 C 0 C Odometer: 3 1 8 9 1 7		8 8 8 Title Restriction: DY IN ometer Accurate Y DN:		
Long Description: This Vehicle: Starts Starts Starts with a Boost & Runs/Driveable Engine-Type: 6.6 L, V Gas Diesel Engine Propane/Natural Gas Gas/Electric Hybrid Engine Condition: Runs Repairs needed: must be towed. This vehicle was maintained every 7000-10000 Date Removed From Service: 12/22 Maintenance Records: Available Not Available For Inspection Transmission: Automatic				
Repairs Needed:				
Additional Damage: Decals: None Have Been Sprayed or Have been Removed & Impressions Remain None Has been removed & There are holes in the exterior Interior: Color black Cloth				
Damage to Seats: fair with normal Damage to Dash/Floor: Holes from e	wear. some holes emerg. equip. AM a) □ No AC Remote Mirrors □ Climate Con	AM/FM 🗆 AM/FM Cassette 🗔 AM/FM CD Air Bags: 🗌 Driver's Side 🗌 Dual		
Additional Equipment:				

Inventory ID:	Asset Number:	Fair Market Value:			
Short Description: Year 2004 200 3 Make Ford	Model_	E-350			
VIN: 1 F D S E 3 5 Odometer: 2 9 5 8 4 4		2 9 8 Title Restriction: \Box Y Image: Second structure in the second structure in			
Engine- Type: 7.3 _L , V 0 Engine Condition: Runs Needs rep Repairs needed: Will need new ba	Long Description: This Vehicle: Starts Starts with a Boost & Runs/Driveable Engine Runs Does Not Run For Parts Only Engine- Type: 7.3 _L , V Gas Diesel Engine Propane/Natural Gas Gas/Electric Hybrid Engine Condition: Runs Needs repair is in unknown condition Repairs needed: Will need new batteries				
	Maintenance Records:	Available Not Available For Inspection			
Transmission: Automatic Manual Repairs Needed:					
Exterior: Color: White Windows: No Cracked Glass Cracked Minor: Dents Scratches Dings Tire Condition: Tread:#FlatHubcaps # Major Damage to:					
Emergency equip: None Has been removed & There are holes in the exterior There are no holes Interior: Color Gray Image Cloth I Vinyl Leather Damage to Seats: Normal wear & tear a few small tears Damage to Dash/Floor: Normal wear & tear Radio: Stock or Brand & Model: Image Cloth I AM/FM Cassette					
AC (Condition: Cold Unknown) No AC Air Bags: Driver's Side Dual Cruise Control Tilt Steering Remote Mirrors Climate Control Power: Steering Windows Door Locks Seats					
Additional Equipment: Ambulance Box Manufacturer Taylor Made Model Serial #					
Location of Asset: 314 Public safety In clinton 37716 For more information contact: Bryan Schroeder Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.					

Inventory ID:	Asset Number:	Fair Market Value:		
Short Description: Year 2013 200 Make Chevy	Model	Impala		
VIN: 2 G 1 W S 5 7 Odometer: 2 0 0 0 0 0	2412.221	8 6 4 Title Restriction: DY IN Nometer Accurate DY IN:		
Long Description: This Vehicle: Starts Starts with a Boost & Runs/Driveable Engine Runs Does Not Run For Parts Only Engine- Type: 3.9 L, V6 Image: Gas Diesel Engine Propane/Natural Gas Gas/Electric Hybrid Engine Condition: Runs Needs repair is in unknown condition Repairs needed: Will not start or turn over, even with a boost ? ECM Gauge cluster also out This vehicle was maintained every Does Days Hours Miles Date Removed From Service: 2023 Maintenance Records: Available Not Available For Inspection Transmission: Automatic ManualSpeed Condition: Operable Needs repair Is Unknown Condition				
Repairs Needed:				
Decals: None Have Been Sprayed or Have been Removed & Impressions Remain No Impressions Emergency equip: None Has been removed & There are holes in the exterior There are no holes Interior: Color Gray Cloth Vinyl Leather Damage to Seats: TEARS IN SEATS Damage to Dash/Floor: Normal Wear Radio: Stock or Brand & Model:				
AC (Condition: Cold Unknown) No AC Air Bags: Driver's Side Dual Cruise Control Tilt Steering Remote Mirrors Climate Control Power: Steering Windows Door Locks Seats Additional Equipment:				
Image: Tool Box Itight Bar Ladder Rack Utility Body: Brand Itich: Type Location of Asset: 314 Public Safety Ln Clinton Tn 37716 Itich: Type For more information contact: Bryan Schroeder 865.806.4090 Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.				

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Inventory ID:	Asset Number:	Fair Market Value:		
Short Description: Year ²⁰⁰⁹ Make Ford	Model	Explorer		
I F M E U 7 3 Odometer: I 8 0 8 6 5		0 0 8 Title Restriction: $\Box Y \blacksquare N$		
Long Description: This Vehicle: Starts Starts Starts with a Boost & Runs/Driveable Engine Runs Does Not Run For Parts Only Engine- Type: L, V4.0 Gas Diesel Engine Propane/Natural Gas Gas/Electric Hybrid Engine Condition: Runs Needs repair is in unknown condition Repairs needed: Deemed not roadwothy Sterring failure, must be towed. This vehicle was maintained every 7000-10000 Days Hours Miles Date Removed From Service: 10/23 Maintenance Records: Available Not Available For Inspection Transmission: Automatic ManualSpeed Condition: Operable Needs repair Is Unknown Condition Repairs Needed: Shifts hard and slipping. Starts Starts Starts Starts				
Drivetrain: 2 Wheel Drive 4 Wh	eel Drive Condition:			
Exterior: Color: White Windows: No Cracked Glass Cracked Minor: Dents Scratches Dings Tire Condition: OK Tread:#FlatHubcaps # Major Damage to: Sterring and shifting Additional Damage: Unit was inspected by a certified machanic before being removed. Decals: None Have Been Sprayed or Have been Removed & Impressions Remain No Impressions				
Emergency equip: None Has been removed & There are holes in the exterior There are no holes Interior: Color black Cloth Uinyl Leather Damage to Seats: fair with noral wear.				
Damage to Dash/Floor: Holes from emerg. equip. Radio: Stock or Brand & Model: AM AM/FM AM/FM Cassette AM/FM CD AC (Condition: Cold Unknown) No AC Air Bags: Driver's Side Dual Cruise Control Tilt Steering Remote Mirrors Climate Control Power: Steering Windows Door Locks Seats				
Additional Equipment: Mo	del Serial ; .ck 🗌 Utility Body: Brand	#		
Location of Asset: 314 public safety In Clinton For more information contact: Bryan Schroeder Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.				