



TENN. DIST. ATTY'S. CONF.
RECEIVED

308 Franklin Street
Clarksville, Tennessee 37040
Office: (931) 648-4700
Fax: (931) 648-9384

SEP 28 2003

September 23, 2003

Mr. Phil Pearsall
Tennessee District Attorneys Conference
226 Capitol Blvd
Suite 800
Nashville, Tennessee 37243-0890

Dear Mr. Pearsall:

As a follow up to our telephone conversation I am enclosing information pertaining to the new ownership of the building at 101 North Third Street, Clarksville, Tennessee, currently occupied by John Carney and his staff.

All future correspondence and rents should be sent to me at the address listed on the attached information sheet.

Sincerely,

A handwritten signature in black ink, appearing to read "Wayne P. Wilkinson".

Wayne P. Wilkinson, CCIM

President
CM&H Commercial Properties

cc: John Carney



Individual Members
Your Professional Commercial-Investment Real Estate Source



Member of International
Council of Shopping Centers

101 North Third Street
Clarksville, Tennessee 37040

Owner: Hauck G.F. Partners, A Tennessee General Partnership

Tax ID#: 20-0235023

Mailing Address: c/o Wayne Wilkinson, Managing Partner
308 Franklin Street
Clarksville, Tennessee 37040

Phone: 931-648-4700

Fax: 931-648-9384

E-Mail: wpwilkinson@cmhcommercial.com

Emergency / After Hours: 931-645-5866 (Home)
931-249-4700 (Cell)

DIVISION: District Attorney General

DISTRICT: 19th

ALLOTMENT CODE: 304.01

This Instrument Prepared By

Tennessee District Attorneys General Conference
226 Capitol Boulevard, Suite 800
Nashville, Tennessee 37243

NO. 07-01-24

This Lease, entered into as of this 29th day of August, 2006, by and between Hauck G. F. Partners, a Tennessee General Partnership, hereinafter called the Lessor, and the Tennessee District Attorneys General Conference, hereinafter called the Lessee:

WITNESSETH:

1. **LOCATION.** The Lessor hereby leases unto the lessee those certain premises with the appurtenances situated in the County of Montgomery, City of Clarksville, located at 101 North Third Street.

2. **DESCRIPTION.** The premises above are more particularly described as follows:

Square Feet: Approximately 9,600 square feet of space in the building located at the intersection of Third and Franklin Streets formerly known as the "Dateman Building".

Floor Plan: See attachment

3. **TERM.** The term of this lease shall commence on 09/01/2006 and shall end on 8/31/2014, with such rights of termination as are hereinafter expressly set forth. If the date of occupancy is other than the commencement date, then the rental period shall begin with the date of occupancy, provided that the rental period shall begin no later than the latter of (a) the commencement date or (b) 30 days after the space is made available to the lessee in accordance with the conditions of this lease. This provision shall not relieve the Lessor of the liability to the lessee for damages in the event that the space is not made available to the lessee in accordance with the conditions of this lease on the commencement date specified above.

4. **RENTAL.** The lessee shall pay rental in arrears on the last day of the payment period as follows: annual rent of \$66,900.00, payable in installments of \$5,575.00 per month. Rent payable hereunder for any period of time less than one month shall be determined by prorating the monthly rental herein specified, based on the actual number of days in the month. Rental shall be paid to Lessor at the address specified in Paragraph 6, or to such other address as the Lessor may designate by a notice in writing.

5A. **TERMINATION FOR CONVENIENCE.** The lessee or lessor may terminate this lease at any time by giving written notice at least 90 days prior to the date when such termination becomes effective. Said notice shall commence on the day after the date of mailing.

5B. **TERMINATION FOR CAUSE.** The lessee may in its sole discretion terminate this lease at any time for any of the following causes: (a) Failure of the Lessor to provide any of the services required under the terms of this lease; (b) Failure by the Lessor to make such modifications, alterations or improvements as may be necessary to insure that the leased premises are brought up to, and maintained at, codes for building construction, health, fire and life safety, and handicapped accessibility applicable to the leased premises, except where deficiencies are caused by the lessee; (c) Failure to disclose any conflict or potential conflict of interest existing at the date of this lease or hereafter created; (d) Termination or consolidation of the lessee operations or programs housed in the leased premises because of loss of funding; (e) Lack of funding by the appropriate Legislative Body for obligations required of the lessee under this lease; (f) Misrepresentations contained in the response to the request for proposal or committed during the negotiation, execution or term of this lease; and (g) Any other breach of the terms of this lease by Lessor which is not adequately remedied within twenty (20) days of the mailing of written notice thereof to Lessor.

6. **NOTICES.** All Notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To the Lessor at: Hauck G.F. Partners
308 Franklin Street
Clarksville, TN 37040

To the Lessee at: Tennessee District Attorneys General Conference
226 Capitol Boulevard, Suite 800
Nashville, Tennessee 37243

7. **ASSIGNMENT AND SUBLETTING.** The lessee shall not assign this lease without the written consent of the Lessor, but shall in any event have the right to sublet the leased premises.

8. **INSPECTION.** The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to render services and make any necessary repairs to the premises.

9. **ALTERATIONS.** The lessee shall have the right during the existence of this lease to make alterations, attach fixtures and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the lessee and may be removed therefrom by the lessee prior to the termination or expiration of this lease or any renewal or extension thereof, or within a reasonable time thereafter.

- 17. **DEFAULT OF THE TENANT.** In the event Lessee fails to pay the rents herein stipulated, or fails to comply with any of the terms and conditions of this lease, then Lessor may continue the lease and recover damages for such failure, or unless Lessee corrects or remedies any such failure of default within thirty (30) days or such other time limitation as may be specifically provided for elsewhere in this lease, after Lessor has mailed written notice of same to Lessee, except that only ten (10) days notice shall be required with respect to failure to pay rent, then Lessor may elect to declare this lease forfeited and terminated and at an end in all respects, and may thereupon enter and take possession of said premises for said breach and re-rent same. Should Lessor declare this lease terminated and forfeit as aforesaid, then Lessee agrees to surrender peaceful possession of same, and Lessor may re-enter the premises..
- 18. **TIME OF ESSENCE.** Time is of the essence of this lease, and the terms and provisions of this lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns to the respective parties hereto.
- 19. **HOLDING OVER.** In the event the lessee remains in possession of the premises after the expiration of the lease term, or any extension thereof, this lease shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.
- 20. **FINANCIAL INTEREST.** The Lessor has provided to the lessee a list of names and addresses of persons, associations, or corporations who hold any financial interest in the above leased property; such list shall be immediately revised in the event of a transfer of any such interest.
- 21. **CODES.** The Lessor shall maintain the leased premises in accordance with all fire, building and life safety codes and The Americans with Disabilities Act.
- 22. **SPACE AUDIT.** The Lessor certifies that the amount of space, as described in Paragraph 2 above, is accurate to the best of his knowledge. The lessee reserves the right to perform physical measurements of said space and adjust the rental amount based upon the amount of space as measured. If the measured amount is less than the amount of space indicated in Paragraph 2 above, the adjustment in rent shall be a percentage reduction equal to the percentage difference between the space as reported by the Lessor and that actually measured by the lessee
- 23. **PEST CONTROL.** The Lessor shall maintain the premises in a condition that is free of pests, rodents, and other vermin.
- 24. The Lessor fully understands that this lease is not binding except and until the appropriate officials' signatures have been fully obtained and the fully executed document returned to the Lessor.

Monthly Lease payment shall be divided as follows: State Appropriation - \$5,375.00 Fraud & Economic Crime - \$200.00

IN WITNESS WHEREOF, this lease has been executed by the parties hereto:

**Hauck G. F. Partners
A Tennessee General Partnership**

**TENNESSEE
DISTRICT ATTORNEYS GENERAL
CONFERENCE**

BY: Wayne Wilkinson 8/24/06
Wayne Wilkinson Date
Managing Partner

BY: [Signature] 8.23.06
District Attorney General Date

APPROVED:

BY: [Signature] 8/29/06
Executive Director Date
TN District Attorneys General Conference

AUTHENTICATION FORM FOR LEASE

MADE BY AND BETWEEN

HAUCK G. F. PARTNERS

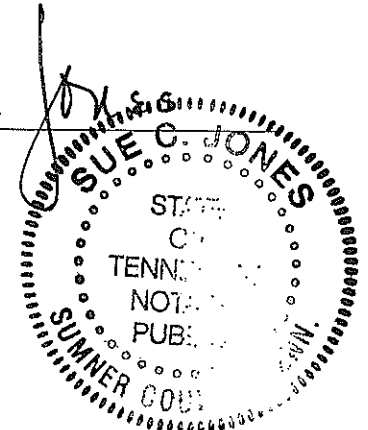
AND THE TENNESSEE DISTRICT ATTORNEYS GENERAL CONFERENCE

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned Notary Public for Davidson County, James W. Kirby, Executive Director of the Tennessee District Attorneys General Conference with whom I am personally acquainted and who acknowledged that he is the Executive Director of the Tennessee District Attorneys General Conference and that he as Executive Director, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing his name as the Executive Director.

Witness my hand and seal at office, this 29th day of August, 2006.

James W. Kirby
Notary Public



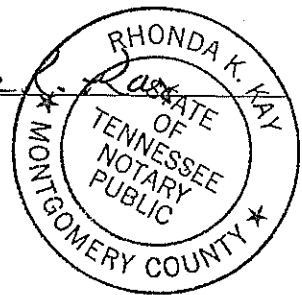
My Commission Expires:
Aug. 2, 2010

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, the undersigned Notary Public for Montgomery County, John Carney, the District Attorney General for the 19th Judicial District with whom I am personally acquainted and who acknowledged that he is the District Attorney General of the 19th Judicial District and that he as District Attorney General, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing his name as the District Attorney General.

Witness my hand and seal at office, this 23rd day of Aug., 2006.

Rhonda K. Kay
Notary Public



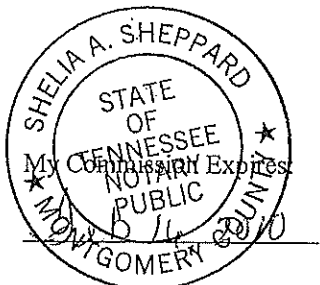
My Commission Expires:
11-18-09

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, the undersigned Notary Public for Montgomery County, Wayne Wilkinson, with whom I am personally acquainted and who acknowledged that he is authorized so to do, executed the foregoing instrument for the purpose therein contained by signing his name as the Lessor.

Witness my hand and seal at office, this 24 day of August, 2006.

Shelia A. Sheppard
Notary Public



- 10. **SURRENDER OF POSSESSION.** Upon termination or expiration of this lease, the lessee will peaceably surrender to the Lessor the leased premises in as good order and condition as when received, reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which the lessee has no control or for which Lessor is responsible pursuant to this lease, excepted. The lessee shall have a duty to remove any improvements or fixtures placed by it on the premises or to restore any portion of the premises altered by it.
- 11. **QUIET POSSESSION.** The Lessor agrees that the lessee in keeping and performing covenants contained herein on the part of the lessee to be kept and performed, shall at all times during the existence of this lease peaceably and quietly have, hold and enjoy the leased premises, without suit, trouble or hindrance from the Lessor, or any person claiming under Lessor.
- 12. **REPAIR AND MAINTENANCE.** During the lease term, the Lessor shall maintain the leased premises and appurtenances which he provides in good repair and tenantable condition, including, but not limited to, the maintenance and repair of the elevator, if any, plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures to the end that all such facilities are kept in good operating condition except in case of damage arising solely from a willful or negligent act of the lessee's agent, invitee, or employee. In case Lessor, after notice in writing from the lessee requiring the Lessor to comply with the requirements of this paragraph in regard to a specified condition, shall fail, refuse or neglect to comply therewith, or in the event of an emergency constituting a hazard to the health or safety of the lessee's employees, property, or invitees, the lessee may perform such maintenance or make such repair at its own cost and, in addition to any other remedy the lessee may have, may deduct the amount thereof from the rent that may then be or thereafter become due hereunder.
- 13. **APPROPRIATIONS.** All terms and conditions of this lease are made subject to the continued appropriations by the appropriate Legislative Body.
- 14. **DESTRUCTION.** If the leased premises are totally destroyed by fire or other casualty, this lease shall terminate. If such casualty shall render ten (10) percent or less of the floor space of the leased premises unusable for the purpose intended, Lessor shall effect restoration of the premises as quickly as is reasonably possible, but in any event within thirty (30) days.

In the event such casualty shall render more than ten (10) percent of such floor space unusable but not constitute total destruction, Lessor shall forthwith give notice to lessee of the specific number of days required to repair the same. If Lessor under such circumstances shall not give such notice within fifteen (15) calendar days after such destruction, or if such notice shall specify that such repairs will require more than ninety (90) days to complete from date such notice is given, lessee, in either such event, at its option, may terminate this lease or, upon notice to Lessor, may elect to undertake the repairs itself, deducting the cost thereof from the rental due to become due under this lease and any other lease between Lessor and lessee.

In the event of any such destruction other than total, where the lessee has not terminated the lease as herein provided, or pursuant to the terms hereof has not elected to make the repairs itself, Lessor shall diligently prosecute the repair of said leased premises and, in any event, if said repairs are not completed within the period of thirty (30) days for destruction aggregating ten (10) percent or less of the floor space, or within the period specified in Lessor's notice in connection with partial destruction aggregating more than ten (10) percent, the lessee shall have the option to terminate this lease or complete the repairs itself, deducting the cost thereof from the rental due or to become due under this lease and any other lease between Lessor and lessee.

In the event the lessee remains in possession of said premises though partially destroyed, the rental as herein provided shall be reduced by the same ratio as the net square feet the lessee is thus precluded from occupying bears to the total net square feet in the leased premises.

- 15. **SERVICES AND UTILITIES.** The Lessor shall furnish to the lessee, during lease term, at Lessor's sole cost, the following services, utilities and supplies: (Enter "X" in each applicable box)

- | | | |
|---------------------------------------------------------------|----------------------------------------------------------------------|--------------------------------------------------------------------|
| <input type="checkbox"/> (1) All utilities (except telephone) | <input type="checkbox"/> (4) Elevator Service | <input type="checkbox"/> (6) Restroom Supplies |
| <input type="checkbox"/> (2) Janitor Services & Supplies | <input checked="" type="checkbox"/> (5) Hot and Cold Water Equipment | <input checked="" type="checkbox"/> (7) Heat Equipment |
| <input type="checkbox"/> (3) Drinking Fountain | | <input checked="" type="checkbox"/> (8) Air Conditioning Equipment |

The janitorial service, if provided above, shall be provided in accordance with the following schedule: Daily - Dust all furniture, counters, cabinets and window sills; sweep all floors, empty all wastebaskets and ashtrays; dispose of all rubbish; clean and maintain in sanitary condition all restrooms and plumbing fixtures; sweep sidewalks, stairways and halls; remove snow from entrance ways and parking areas if present; clean the parking area; and replace light bulbs, tubes, ballasts and starters if necessary. Weekly-Mop all floors and dust all venetian blinds. Vacuum carpets, if any. Every Other Month-Strip and wax all floors. Semi-Annually-Wash all windows, venetian blinds, light fixtures, walls and painted surfaces.

In the event of the failure by the Lessor to furnish any such services, utilities or supplies in a satisfactory manner, the lessee may furnish the same at its own cost, and, in addition to any other remedy the lessee may have, may deduct the amount thereof from the rent or any other payments that may then be or thereafter become due hereunder.

- 16. **SERVICES CREDIT.** Lessor agrees that the rental provided under the terms of Paragraph 4 hereof is based in part upon the costs of the services, utilities, and supplies to be furnished by Lessor pursuant to Paragraph 15 hereof and that should the lessee vacate the premises prior to the end of the term of this lease, or, if after notice in writing from the lessee, all or any part of such services, utilities or supplies for any reason are not used by the lessee, then, in such event, the monthly rental rate as to each month or portion thereof as to which such services, utilities or supplies are not used by the lessee shall be reduced by an amount equal to the average monthly costs of such unused services, utilities or supplies during the six-month period immediately preceding the first month in which such services, utilities or supplies are not used.