FIRM 5241 | McLEMORE | AUCTION COMPANY, LLC

# 5,308± Commercial Building on 3.9± Acres in Whiteville, TN

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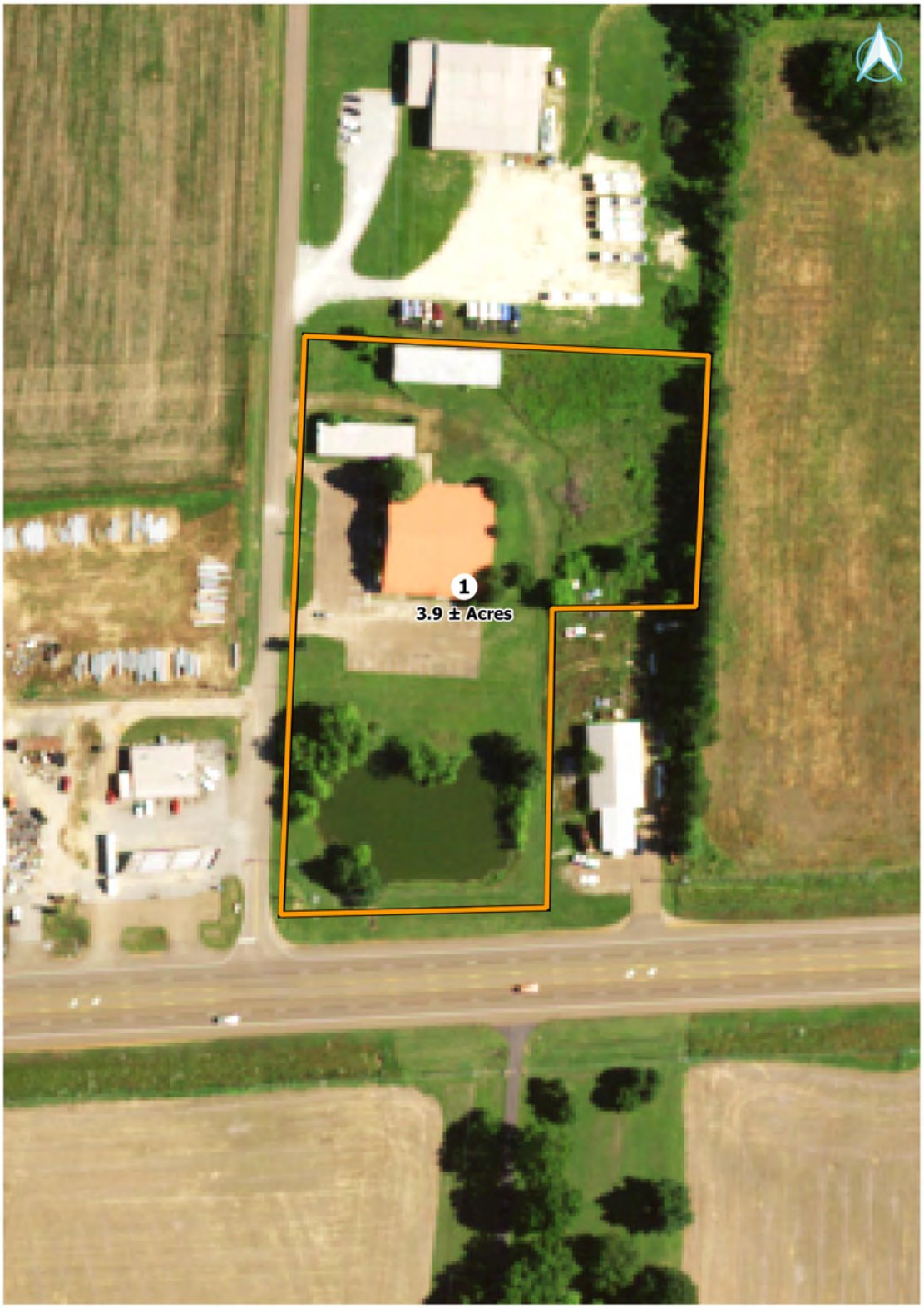
# Aerial Map





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# Deed

I, or we hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is $290,000.00.

Victoria K Porter

AFFIANT

Sworn to and subscribed before me, this 16th day of February, 2011.

NOTARY PUBLIC

My Commission expires: 7/3/11

J. ALAN MITENEY STATE OF TENNESSEE NOTARY PUBLIC MADISON COUNTY

THIS INSTRUMENT PREPARED BY:
SPRAGINS, BARNETT & COBB, PLC
P.O. Box 2004
Jackson, TN 38302-2004

Person or agency responsible: for payment of taxes:
The RWP Living Trust

60 Brazelton Street, Suite 9

Savannah, TN 38372

PROPERTY OWNER AND ADDRESS:

Same as above

## WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of Ten Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, **MERCHANTS and PLANTERS BANK,** (hereinafter called "Grantor"), have this day bargained and sold and by these presents do sell, alien, transfer and convey to **J. GILBERT PARISH, JR. And ROBIN W. PARISH, as Co-Trustees of the RWP LIVING TRUST, U/T/A dated January 12, 1999** (herein after "Grantee"), that certain lot or parcel of real estate lying and being in Hardeman County, Tennessee, and being more particularly described as follows:

Lot # 2, By-Pass Divison, Town of Whiteville:

Beginning at a stake on the North margin of Highway 100 By-Pass, this point being South 83 degrees 45' West 129.0 feet along said Highway 100 By-Pass, from George Phillips' Southwest corner, this point also being the Southwest corner of Lot #1; runs thence South 83 degrees 45' West 129.0 feet with Highway 100 By-Pass; thence North 338.00 feet with Lot #3; thence North 83 degrees 45' East 129.0 feet with Lot #4; thence South 338.0 feet with Lot #1 to the point of beginning.

Lot #3, By-Pass Division, Town of Whiteville:

Beginning at a stake on the north margin of Highway 100 By-pass, this point being the South 83 degrees 45' West 258.0 feet along said 100 By-Pass from George Phillips, Southwest corner, this point also being the Southwest corner of Lot #2; runs thence South 83 degrees 45' West 129.0 feet with said 100 By-Pass; thence North 0 degrees 45' West 338.1 feet with East margin of Harris Street; thence North 83 degrees 45' East 134.92 feet with Lot #4; thence South 338.0 feet to point of beginning.

Lot #4, By-Pass Division, Town of Whiteville:

Beginning at a stake on East margin of Harris Street, this point being the Northwest corner of Lot #3; runs thence North 0 degrees 45' West 112.5 feet with said Harris Street, thence North 83 degrees 45' East 394.89 feet with Lot #5; thence South 112.5 feet with George Phillips' line; thence South 83 degrees 45' West 392.92 feet with Lots 1, 2, 3 to point of beginning.

Lot #5, By-Pass Division, Town of Whiteville:

Beginning at a stake on East margin of Harris Street, this point being the Northwest corner of Lot #4; runs thence North 0 degrees 45' West 112.5 feet with said Harris Street; thence North 83 degrees 45' East 396.86 feet with residue of City of Whiteville land; thence south 112.5 feet with George Phillips, land; thence South 83 degrees 45' West 394.89 feet with Lot #4, to the point of beginning.

Being the same property conveyed to Grantor herein by deed of record in Deed Book R17, page 746 in the Register's Office for Hardeman County, Tennessee.

Included in the above description but expressly excluded from this conveyance is the following tract of land:

Beginning at a right of way marker on the proposed North right of way line of State





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Project 35001-2241-14, said marker located 85 feet left of survey centerline station 351+65.09; thence North 87 degrees 34 minutes 27 seconds East, 256.74 feet along said proposed right of way line to the point of intersection with the common property line between Aubrey Phillips and the grantor herein, said point located 85 feet left of survey center line station 354+21.83; thence South 03 degrees 52 minutes 00 seconds West, 19.12 feet along said common property line to the point of intersection with the existing North right of way line of State Route 100, said point located 66 feet left of survey centerline station 354+19.73; thence South 87 degrees 34 minutes 00 seconds West, 256.47 feet along said existing right of way line of State Route 100 to the point of intersection with the existing East right of way line of Harris Street; said point located 66 feet left of survey centerline station 351+63.26; thence North 03 degrees 04 minutes 00 seconds East, 19.09 feet along said existing right of way line to the POINT OF BEGINNING.

Being the same real property conveyed to the State of Tennessee by Herman Vanderheyden by deed as found of record in Deed Book B-16, Page 436, Register's Office of Hardeman County, Tennessee.

Map: 46 Parcel: 52.04

TO HAVE AND TO HOLD said above described real estate together with all improvements thereon and interest, estate, title and appurtenances thereto belonging to the said Grantee, its heirs and assigns forever.

The Grantors covenants with Grantee that they are lawfully seized and possessed of said real estate in fee simple, have a good right to sell and convey it; and it is unencumbered with the following exceptions; 1) restrictions and right of reverter of record in Deed Book R17, Page 746, in the Register's Office of Hardeman County, Tennessee; 2) easement to the City of Whiteville of record in Deed Book 15, Page 591, in the Register's Office of Hardeman County, Tennessee; and 3) the 2011 property taxes, which are to be pro-rated and assumed by the Grantee. With the foregoing exception, the Grantor will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantors have hereunto set their hands this the 16th day of February, 2011.

HARDEMAN COUNTY ASSESSOR
MAP 046 GP PL052.04
COMM ✓ RES FARM
SPLIT NC ✓ V/I I
YR TAXES - BUYER SELLER
BY NBK DATE 2-23-20 11

**MERCHANTS and PLANTERS BANK**

**By:** _____

**Title:** EVP

**ACKNOWLEDGMENT**

STATE OF TENNESSEE
COUNTY OF MADISON

Personally appeared before me, the undersigned, a Notary Public, and for said State and County, Charles Nowell, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Executive Vice President of MERCHANTS and PLANTERS BANK, and that he as such Executive Vice President, being authorized so to do, executed the within instrument for the purposes therein contained as such Executive Vice President of the corporation.

WITNESS MY HAND and Official Seal, at Office, on this the 16th day of February, 2011.

_____
Notary Public

My Commission Expires: 7/2/11

J. ALAN RHENEY STATE OF TENNESSEE NOTARY PUBLIC MADISON COUNTY

Lily D. Barnes, Register
Hardeman County
Rec #: 69098
Rec'd: 10.00
State: 1073.00
Clerk: 1.00
EDP: 2.00
Total: 1086.00
Instrument #: 118782
Recorded
2/23/2011 at 10:45 AM
in Deed Book 54
Pgs 413-414





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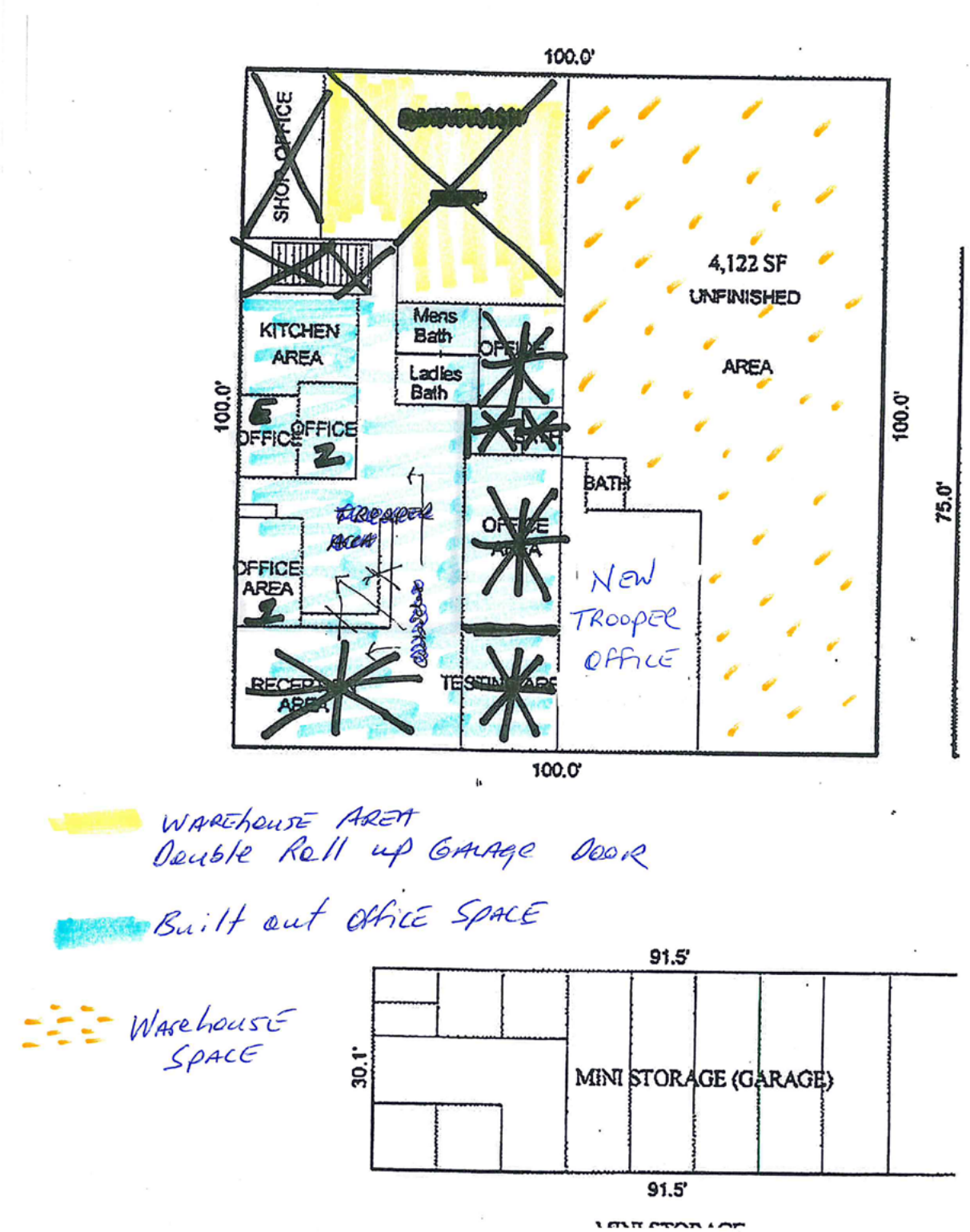
# Floor Plan





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# Lease with State of Tennessee

AGENCY: Safety – 349.01
ALLOTMENT CODE: 501.03 COST CENTER: 35007

This Instrument Prepared by:

State of Tennessee
Real Estate Asset Management
William R. Snodgrass Tennessee Tower
24th Floor, 312 Rosa L. Parks Avenue
Nashville, TN 37243-1102

LE NO. LE 7852

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

*State is Tenant*

This lease document is not effective or binding unless approved in accordance with all applicable laws.

## LEASE

1. Date of this Lease: June 9, 2016

Name and Address of Building:
***Whiteville Commons***
***200 Harris St.***
***Whiteville, Tennessee 38075***

2. Tenant: **State of Tennessee**

Landlord Name, Address, Contact Information:
*The RWP Living Trust*
*60 Brazelton Street*
*Suite 9*
*Savannah, TN 38372*

*J. Gilbert Parrish, Jr. and Robin W. Parrish as Co-Trustees*
*parrishgil@gmail.com*

3. Leased Premises: space in the Building as identified herein and more particularly described on Exhibit B together with all Common Areas, including, without limitation, parking.

4. Rentable Square Feet:1,226 sf.
Usable Square Feet:1,165 sf.

5. Term of Lease: Five(5) year(s) and 0 months(s)

Commencement Date shall be set pursuant to Exhibit C

6. Termination for Convenience: Tenant may terminate this Lease at any time by giving written notice to Landlord at least **90 days** prior to the date the termination becomes effective.

**Monthly Rental Installments Table**

| 7. Lease Year(s) | Annual Rental | Monthly Rental Installments | Rental Rate Per Rentable Square Foot |
|---|---|---|---|
| 1 | $ 20,989.12 | $ 1,749.09 | $ 17.12 |
| 2 | $ 20,989.12 | $ 1,749.09 | $ 17.12 |
| 3 | $ 20,989.12 | $ 1,749.09 | $ 17.12 |
| 4 | $ 20,989.12 | $ 1,749.09 | $ 17.12 |
| 5 | $ 20,989.12 | $ 1,749.09 | $ 17.12 |

**8. Utilities and Service**
☐ (Full Service) All utilities, services, and supplies are included in the Monthly Rent installments
☒ (Modified Gross) The following utilities, services, and supplies are not included in the Monthly Rent Installments:
Janitorial, Water, Gas, Electric, Sewer

**9. Improvements (check any that apply):**
☐ A. Existing Space ( New Tenant or Renewal) ☒ B. Landlord to build out space pursuant to Exhibit D

10. Attached hereto and incorporated herein for all purposes are the following additional exhibits:
Exhibit A- Lease Standard Terms and Conditions
Exhibit B- Floor Plan; Lease Premises
Exhibit C- Commencement Date
Exhibit D- Landlord Deliverables

**LANDLORD:**

By: _____ 5/27/16
J. Gil Parrish Date
Co-Trustees

By: Robin W. Parrish 5/27/16
Robin W. Parrish Date
Co-Trustees

**TENANT: STATE OF TENNESSEE:**

By: _____ 9 June 2016
Robert E. Oglesby Date
Commissioner of Department of General Services

*15-10-901. – DOS – Hardeman- KLC*

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# Lease with State of Tennessee

LE 7852

**LANDLORD NOTARY**

STATE OF TENNESSEE
COUNTY OF Hardin

Before me, Jennifer Lacey, Notary Public in and for the County and State aforesaid, personally appeared **J. Gilbert Parrish**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be **Co-Trustees for RWP Living Trust**, the within named Tenant, and that he as such representative, executed the foregoing instrument for the purposes therein contained and signed the name of RWP Living Trust by himself as Co-Trustees for RWP Living Trust.

Witness my hand and seal, at office in Savannah, Tennessee, this the 27th day of May, 2016.

JENNIFER LACEY STATE OF TENNESSEE NOTARY PUBLIC HARDIN COUNTY

Notary Public

My Commission Expires: 01/03/18

STATE OF TENNESSEE
COUNTY OF Hardin

Before me, Jennifer Lacey, Notary Public in and for the County and State aforesaid, personally appeared **Robin W. Parrish**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged herself to be **Co-Trustees for RWP Living Trust**, the within named Tenant, and that she as such representative, executed the foregoing instrument for the purposes therein contained and signed the name of RWP Living Trust by herself as Co-Trustees for RWP Living Trust.

Witness my hand and seal, at office in Savannah, Tennessee, this the 27th day of May, 2016.

JENNIFER LACEY STATE OF TENNESSEE NOTARY PUBLIC HARDIN COUNTY

Notary Public

My Commission Expires: 01/03/18

**TENANT NOTARY**

STATE OF TENNESSEE
COUNTY OF Davidson

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

Witness my hand and seal, at office in Nashville, Tennessee, this the 9th day of June, 2016.

LORETTA MARIE BALTZ STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

Notary Public

My Commission Expires: June 21, 2016

*15-10-901. – DOS – Hardeman- KLC*

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# Lease with State of Tennessee

LE7852

**EXHIBIT A**
State is Tenant

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

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

1. DEMISE. Upon the terms and conditions hereinafter set forth and as set forth in the Lease, Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, the Leased Premises for the Term of the Lease. Landlord represents and warrants to Tenant that Landlord is the fee simple owner of the Leased Premises and has the right to lease the Leased Premises to Tenant pursuant to the terms of the Lease. Landlord further represents and warrants to Tenant that there are no easements, covenants, restrictions or other agreements or instruments encumbering the Leased Premises that (i) contain any pre-approval rights relating to this Lease (including any lender approval rights) which have not been secured by Landlord, or (ii) would interfere with or restrict Tenant's ability to use the Leased Premises for office, storage and any other purpose permissible under applicable law (the "Permitted Use"). Landlord further represents and warrants to Tenant that (x) the use of the Leased Premises for the various purposes for which it is presently being used is permitted under all applicable zoning legal requirements and (y) all utilities necessary for the use of the Leased Premises for the various purposes for which it is presently being used are being supplied to the Building via publicly dedicated utility easement areas.

2. RENT. The Monthly Rental Installments for the Lease of the Leased Premises shall be payable in **arrears on the last day of each and every month during the term** hereof to Landlord at Landlord's address as set forth on the Lease, provided Landlord has submitted a completed "**Supplier Direct Deposit Authorization Form**" (as defined below) to State of Tennessee. Landlord shall not invoice Tenant for services until Landlord has completed this form and submitted it to State of Tennessee.

No payment shall be made by Tenant under this Lease until Tenant has received the following documentation properly completed:

A. Landlord shall complete, sign and have their Financial Institution (Bank) to certify the information with an original signature on the "**Supplier Direct Deposit Authorization Form**" provided by The State. The Supplier Maintenance section of Accounts will only accept the original Supplier Direct Deposit Authorization forms received directly from the supplier. Original completed forms are to be sent to the following address and mark **CONFIDENTIAL**:

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

By doing so, Landlord acknowledges and agrees that, all payments to Landlord, under this or any other contract Landlord has with the State shall be made by **Supplier Direct Deposit Authorization Form**.

B. Landlord shall complete, sign and present to the State of Leasing Department **"IRS W-9 Form"** provided by Tenant. The taxpayer identification number/certification form must agree with Federal Tax Identification Number on the mailing address and signature on the lease (paragraph 2 on the lease).

Landlord agrees that the Rent provided under the terms of this Section 2 is based in part upon the costs of the services, utilities, and supplies to be furnished by Landlord pursuant to Section 3 hereof and that should Tenant vacate the Leased Premises prior to the end of the term of this Lease, or, if after notice in writing from Tenant, all or any part of such services, utilities or supplies for any reason are not used by Tenant, then, in such event, the Monthly Rental Installments as to each month or portion thereof as to which such services, utilities or supplies are not used by Tenant shall be reduced by an amount equal to the average monthly costs of such unused services, utilities or supplies during the six-month period immediately preceding the first month in which such services, utilities or supplies are not used.

3. LANDLORD'S OBLIGATIONS.

A. Utilities:

Landlord shall, at Landlord's expense, furnish all utility lines, facilities, and service meters to the Leased Premises, including electrical, gas, water, sewer, heat, ventilation, air conditioning, telephone and data services in capacities sufficient for the permitted Uses on a twenty four hours a day, seven days a week basis. Tenant shall be responsible for having utilities placed in its name with utility providers and shall be responsible for payment of monthly usage expenses for gas, sewer, water, electricity, telephone and data services in the Leased Premises.

*15-10-901. – DOS – Hardeman- KLC*

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# Lease with State of Tennessee



B. Maintenance:
Landlord shall, at Landlord's expense, and as required to keep the Building and the Leased Premises in a good, attractive and safe condition, maintain and repair, in a good and workmanlike manner and in compliance with all replacement and maintenance schedules followed by prudent landlords of commercial buildings, (i) the Building, including, but not limited to, the repair, maintenance and replacement of the roof, foundation and exterior and load-bearing walls; (ii) the mechanical, plumbing and electrical systems, including, but not limited to, air conditioning, heating, plumbing, wiring and piping and all filters, valves and other components; (iii) the exterior of the Building and the land upon which the Building is located, including any landscaped areas, parking areas and driveways, including, but not be limited to the following: weekly lawn cutting during the growing season, debris pick-up, leaf removal, mulching of planting beds, maintain any landscaping, daily snow and ice removal from parking areas and entrances to the Leased Premises; (iv) elevators, if any; (v) interior of the Building and the Leased Premises, including but not limited to repair, maintenance, patching, mold, mildew, and moisture removal, and painting of the walls, floors, ceilings, carpet and other surfaces; (vi) all lighting components, including but not limited to, furnishing and monthly replacement of electrical light bulbs, fluorescent tubes, ballasts and starters. Landlord shall also, at Landlord's expense, furnish and maintain appropriate outside trash and refuse receptacles for the disposal of trash and refuse from the Leased Premises. Furthermore, Landlord shall have maintenance personnel available to respond to routine calls within twenty four (24) hours and emergency calls within four (4) hours. "Emergency" repair or maintenance calls shall include, but not be limited to, situations involving HVAC, electrical, plumbing, roof leaks, utility disruptions, ingress and egress, and environmental issues. Tenant shall be permitted to maintain, inspect, repair and replace any equipment or fixtures installed by Tenant on the Leased Premises (the "Tenant Maintenance"), and Landlord shall hold Tenant harmless for any damage to the Leased Premises caused by the Tenant Maintenance.

C. Insurance:
Landlord shall, at Landlord's expense, maintain fire and extended coverage insurance on Leased Premises, in an amount not less than the full replacement cost of the Building, and comprehensive general liability insurance coverage in the sum of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) per annual aggregate against any and all liability, loss or damage arising from any injury or damage to any person or property occurring in or about the Leased Premises or the Building resulting from Landlord's negligence or matters arising for reasons beyond Tenant's control. The policies described in this Section shall name Tenant as an additional insured. Annually, Landlord shall furnish Tenant with a certificate of such coverage which shall provide that thirty (30) days' advance written notice shall be given to Tenant in the event of cancellation or material change in the insurance policies maintained as required herein.

D. Taxes:
Landlord shall be responsible for payment of all real estate taxes assessed against the Building or land on which the Building is located, as well as all applicable local, state and federal income taxes which are or may be payable by Landlord. Landlord, by virtue of leasing property to Tenant, does not become a State of Tennessee agency, entity, or employee and is not entitled to any rights, privileges or immunities pertaining to the State or its agencies and instrumentalities.

E. Janitorial:
Tenant shall, at Tenant's expense, provide janitorial services and janitorial supplies.

F. Pest Control:
Landlord shall, at Landlord's expense, provide monthly interior and quarterly exterior pest extermination services. All such services shall be performed after normal business hours.

4. IMPROVEMENTS. Tenant shall have the right during the existence of the Lease to make alterations, attach fixtures and erect additions, structures or signs in or upon the Leased Premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the Leased Premises under the Lease or any prior lease of the Leased Premises by Tenant shall be and remain the property of Tenant and may be removed therefrom by Tenant prior to the termination or expiration of this Lease or any renewal or extension thereof, or within a reasonable time thereafter.

5. TERMINATION FOR CAUSE. Tenant may in its sole discretion terminate this Lease at any time for any of the following causes: (a) Landlord's failure to disclose any conflict or potential conflict of interest existing at the date of this Lease or hereafter created; (b) termination or consolidation of Tenant's operations or programs housed in the Leased Premises because of loss of funding; (c) lack of funding by the appropriate Legislative Body for obligations required of Tenant under this Lease; (d) misrepresentations contained in the response to the request for proposal or committed during the negotiation, execution or term of this Lease; (e) failure to comply with the assertions and promises set forth in the response to the request for proposals; (f) the availability of space in Tenant-owned property, provided that no cancellation for this reason may take place until the Lease has been in effect for one year; and (g) any default by Landlord which is not adequately remedied in accordance with Section 7 hereof. Notwithstanding the foregoing, all terms and conditions of the Lease are made subject to the continued appropriations by the appropriate Legislative Body.

6. ENVIRONMENTAL PROVISIONS. Following due inquiry, Landlord represents that there are no hazardous substances or hazardous wastes as defined by the Comprehensive Environmental Response and Liability Act or any hazardous wastes as defined by the Resource Conservation and Recovery Act, or any mold, PCB's, radon or asbestos containing materials, located on, in or about the Leased Premises to be occupied by Tenant. Landlord agrees that should any hazardous wastes, hazardous substances, mold, PCB's, radon or asbestos containing materials be determined to be present as a result of the acts or omissions or negligence of any person or legal entity, other than Tenant, Landlord shall indemnify, hold harmless and defend Tenant from all claims, damages, expenses or litigation resulting from the presence of such materials. If Tenant reasonably believes that hazardous substances may be present in the Leased Premises or the Building, Landlord will engage, at its expense, a qualified third party engineer to conduct an appropriate environmental survey. If hazardous substances are found or such survey indicates a risk of such hazardous substances being present in the Leased Premises or Building, then Landlord, at its expense, will make all necessary changes and/or corrections so that the Building and/or the Leased Premises are in compliance with all environmental laws and regulations. In the event Landlord discovers hazardous materials on the Leased Premises during the Term of this Lease, Landlord shall promptly notify Tenant.

*15-10-901. – DOS – Hardeman- KLC*





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# Lease with State of Tennessee



7. DEFAULT. Tenant shall be in default of the terms of the Lease if Tenant shall fail to make a payment of any rent or additional rent, and such rent or additional rent is not paid within ten (10) days of written notice by Landlord to Tenant of non payment of same, or in the event that Tenant shall otherwise commit an act of default under the terms hereof, and shall not cure such default within thirty (30) days of written notice by Landlord to Tenant of such default, or, if it is not possible to complete the cure by such time, Tenant has not commenced the cure within such 30 day period and does not thereafter diligently pursue the same to completion within a reasonable time thereafter. In the event of default by Tenant hereunder:

A. Landlord may continue the Lease in full force and effect and shall have the right to collect rent when due. During the term Tenant is in default, Landlord may re enter the Leased Premises with legal process and relet same, or any part thereof, to third parties for Tenant's account. Tenant shall pay to Landlord the rent due under the Lease on the date such rent is due, less the rent Landlord receives from any reletting. Landlord shall make its best efforts to relet the Leased Premises at a reasonable price. Under this paragraph, Tenant's obligations shall not exceed the total rent due for the remainder of the term.

B. Landlord may terminate the Lease pursuant to the terms of this Section. Upon termination, Landlord shall have the right to collect an amount equal to all expenses, if any, not including attorneys' fees, incurred by Landlord in recovering possession of the Leased Premises and all reasonable costs and charges for the care of the Leased Premises while vacated by Tenant.

Except as specifically set forth herein, Landlord shall be in default of the terms of the Lease if Landlord shall commit an act of default under the terms hereof, and shall not cure such default within twenty (20) days of written notice by Tenant to Landlord of such default, or, if it is not possible to complete the cure by such time, Landlord has not commenced the cure within such 20 day period and does not thereafter diligently pursue the same to completion within a reasonable time thereafter. In the event of a default by Landlord hereunder, Tenant may, in addition to all rights and remedies available at law or in equity, (i) cure such default and deduct any reasonable and necessary amounts incurred by Tenant in connection therewith from future rent payments due by Tenant hereunder with the presentment of receipts for such reasonable and necessary actions, or (ii) terminate the Lease. Notwithstanding the foregoing, in the event that Tenant is unable, in its reasonable judgment, to operate in the Leased Premises as a result of the failure by Landlord to satisfy its obligations pursuant to Section 3 hereof (A) for a period of more than forty eight (48) consecutive hours, then the rent shall abate during the entire period of the disruption and Tenant shall have the right to terminate the Lease in the event Landlord remains unable to satisfy its obligations pursuant to Section 3 hereof for a period of more than ten (10) consecutive days; or (B) more than ten (10) days during any twelve (12) month period, then Tenant shall have the right to terminate the Lease.

8. END OF TERM. At the termination of this Lease, Tenant shall surrender its interest in the Leased Premises to Landlord in as good condition and repair as reasonable use thereof will permit, ordinary wear and tear excepted, and will leave the Leased Premises broom clean. Tenant shall have the right, prior to said termination, to remove any equipment, furniture, trade fixtures or other personal property in the Leased Premises owned by Tenant, provided that Tenant promptly repairs any damage to the Leased Premises caused by such removal. In the event of holding over by Tenant after the expiration or termination of the Term of this Lease, Tenant shall pay rent at the then current rate for rent as set forth in the Lease, on a monthly basis and the Term of this Lease shall be automatically extended for successive periods of one (1) year each; provided that during any automatically extended period following the expiration of the Term of this Lease, Landlord and Tenant shall each have the right to terminate this Lease by delivering written notice to the other at least ninety (90) days prior to the desired expiration date.

9. MISCELLANEOUS. The article captions contained in the Lease are for the convenience of the parties only and shall not be considered in the construction or interpretation of any provision hereof. Landlord and its agents shall have reasonable access to the Leased Premises during all reasonable business hours for the purpose of examining same to ascertain if they are in good repair and to make reasonable repairs which Landlord may be required to make hereunder. Acknowledging the privacy protection responsibilities of Tenant, the Parties agree that entry into the Leased Premises by Landlord or its agents without prior permission from Tenant after business hours or without lawful emergency justification can be considered trespass and treated as such by Tenant. The making of repairs by Landlord or its agents shall be coordinated with Tenant to minimize disruptions of Tenant's conduct of business in the Leased Premises. The Lease contains the entire agreement between the parties and supersedes any and all other prior oral and written agreements between the parties regarding the subject matter contained herein and may not be changed or terminated orally but only by agreement in writing and signed by all parties. Landlord and Tenant acknowledge and agree that (i) all exhibits referenced in the Lease (or in any of its exhibits) are incorporated into the Lease by reference, and (ii) any reference to "the Lease," "this Lease," "hereunder," "herein" or words of like import shall mean and be a reference to the Lease including such exhibits. No waiver by either party shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision. The Lease shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, assigns, executors and administrators. Landlord has provided to Tenant a list of names and addresses of persons, associations, or corporations who hold any financial interest in the Leased Premises; such list shall be immediately revised in the event of a transfer of any such interest. The Request for Lease Proposal from which this lease originated and the Landlord's response to the Request for Lease Proposal (collectively, the "Proposal Package") is hereby incorporated in the Lease; provided, however, that in the event of any conflict between the Proposal Package and the Lease, the Lease shall control.

10. DAMAGE OR DESTRUCTION. If the Leased Premises are damaged by fire or other casualty, the damage shall be repaired by and at the expense of Landlord (excluding any personal property which is owned by Tenant), provided that such repairs can, in Landlord's opinion, be made within sixty (60) days after the occurrence of such damage. Landlord shall notify Tenant within fifteen (15) days of the event of casualty of its determination. Until such repairs are completed, the rent shall be abated in proportion to the part of the Leased Premises rendered unusable, but there shall be no abatement of rent for a period equal to one (1) day or less. If such repairs cannot, in Landlord's opinion, be made within sixty (60) days and Landlord nonetheless chooses to repair, then Tenant may, at its option, continue as Tenant under the Lease until such repairs are completed, during which time all rent shall abate, or Tenant may terminate the Lease. A total destruction of the Building in which the Leased Premises are located shall automatically terminate the Lease. Total destruction of the Building shall be defined as damage greater than fifty percent (50%) of the then replacement value thereof.

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# Lease with State of Tennessee

LE7852

11. NOTICES. Any notice required or permitted to be given hereunder shall be sufficiently given if personally served, sent by registered or certified mail, or by reputable overnight courier, addressed to the relevant party at the addresses specified in the Lease, for Landlord, and for Tenant to: Real Estate Asset Management, 312 Rosa L. Parks Avenue, 24th Floor, Nashville, Tennessee 37243.

12. QUIET ENJOYMENT. Landlord warrants and shall defend Tenant in the quiet enjoyment and possession of the Leased Premises during the term and any extension or renewal thereof.

13. SUBORDINATION, ATTORNMENT AND NON DISTURBANCE. Tenant agrees that the Lease and all rights of Tenant hereunder are and shall be subject and subordinate to any ground or underlying lease which may now or hereafter be in effect regarding the Building or any component thereof, to any mortgage now or hereafter encumbering the Leased Premises or the Building or any component thereof, to all advances made or hereafter to be made upon the security of such mortgage, to all amendments, modifications, renewals, consolidations, extensions and restatements of such mortgage, and to any replacements and substitutions for such mortgage (collectively, "Mortgages"); provided as a condition to such subordination, any holder of the Mortgage must enter into a Subordination, Non-Disturbance and Attornment Agreement with Tenant in form reasonably acceptable to Tenant. In the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under, or in the event of a deed in lieu of foreclosure with respect to any Mortgage covering the Leased Premises or the Building, or in the event of termination of any Lease under which Landlord may hold title, Tenant shall, at the option of transferee, attorn to such transferee and shall recognize and be bound and obligated hereunder to such person as Landlord under the Lease, unless the Lease is terminated. Notwithstanding anything contained herein to the contrary, so long as Tenant is not in default in the payment of rent, or in the performance of any of the other terms, covenants or conditions of the Lease beyond any applicable cure periods, no mortgagee or similar person shall disturb Tenant in its occupancy of the Leased Premises during the original or any renewal term of the Lease notwithstanding any event or proceedings described in this section.

14. APPROVALS. Neither this Lease nor any amendment or modification hereto shall be effective or legally binding upon Tenant, unless and until a fully executed, original Lease has been returned to Tenant and the review and approval by all appropriate State officials and the State Building Commission, if applicable has been obtained.

15. COMPLIANCE WITH LAWS. Landlord represents and warrants to Tenant that as of the date of execution of this Lease, the Building complies with the provisions of the Americans with Disabilities Act (ADA) in all material respects. Landlord hereby indemnifies and holds harmless Tenant from and against all costs, liabilities, and causes of action occurring or arising as a result of Landlord's failure to comply with any of the requirements of the ADA or similar laws or as a result of any violation of any of the requirements of the ADA or similar laws by Landlord or its agents. Tenant reserves the right, at any time during the Term, to require Landlord to make additional reasonable accommodations to comply with the Americans with Disabilities Act. These accommodations may include, but are not limited to, modifications to the exterior or interior of the building, any ingress and egress points to the building or property on which the building stands, or any portion of the property that may serve to limit accessibility to disabled persons. Landlord shall provide all life safety equipment, including but not limited to, fire extinguishers and smoke alarms, in compliance with applicable municipal building codes.

16. FORCE MAJEURE. With the exception of the obligation of Tenant to pay rent and all other amounts that may be due from time to time under this Lease, if either party shall be delayed or hindered in or prevented from doing or performing any act or thing required hereunder by reason of any matters beyond the reasonable control of such party, then such party shall not be liable or responsible for any such delays and the doing or performing of such act or thing shall be extended for a period equivalent to the period of such delay. In such event, this Lease and the obligations of both parties to perform and comply with all of the other terms and provisions of this Lease shall in no way be affected, impaired, or excused.

17. RECORDS RETENTION. Landlord shall maintain documentation for all charges against Tenant under the Lease. The books, records and documentation of Landlord, insofar as they relate to reimbursement by Tenant for costs incurred, whether in whole or in part, shall be maintained in conformity with generally accepted accounting principles for a period of five (5) full years from the date of what amounts to the final payment under this Lease, and shall be subject to audit, at any reasonable time and upon reasonable notice by the Comptroller of the Treasury or his duly appointed representative or a licensed independent public accountant.

18. SPACE AUDIT. Landlord certifies that the rentable square feet set forth in the Lease is accurate to the best of its knowledge. Within thirty (30) days of the Commencement Date, Tenant reserves the right to perform physical measurements of the Leased Premises and adjust the Monthly Rental Installments proportionally based upon such measurements utilizing a ____% load factor to establish the rentable square footage.

19. COMMON AREAS. During the Term of the Lease, Landlord agrees that Tenant and its employees, agents, invitees and visitors shall have the non-exclusive right to use the Common Areas for their intended purpose. Except for repairs, maintenance and replacements required under this Lease, Landlord shall not materially alter (or permit the material alteration of) any entrances, exits, corridors, sidewalks or hallways providing access to or from the Leased Premises. Landlord represents and warrants to Tenant that the Common Areas include all areas which are necessary for the use of the Leased Premises for its current use. As used herein, "Common Areas" means all portions of the Building intended for the general use or benefit of Tenants or owners of the Building, and their employees, agents, and visitors, including, without limitation, all entrances, common corridors, parking areas, loading and unloading areas, trash areas, roadways, walkways, sidewalks and driveways.

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# Lease with State of Tennessee

LE 7852

20. TENANT BUILDOUT. No later than 60 days after the Date of this Lease, Tenant shall provide test fits for the build out of the space to State's specifications set forth on Exhibit D of the Lease. No later than 120 days after Landlord's receipt of the test fits, Landlord shall provide construction drawings for the build out of the space to State's specifications set forth in Exhibit D of the Lease (the "Build Out Plans"). **The Build Out Plans shall be signed and sealed by an architect or designer licensed to do business by the State of Tennessee and shall have been approved by the State Fire Marshal prior to delivery of the same to Landlord.** The Tenant shall have a reasonable amount of time to review and approve the Build Out Plans. The approval of Build Out Plans shall be given at the Tenant's sole discretion, but shall not be unreasonably withheld. Upon the State's approval of the Build Out Plans, Landlord shall cause the Premises to be put in the condition set forth in the Build Out Plans and in accordance with Exhibit D of the Lease. The Tenant may provide its own project manager. This project manager shall be afforded complete access to the process and Premises prior to and during the Tenant build out. Landlord agrees that the Premises will be substantially completed and ready for occupancy on January 1, 2017 (the "Occupancy Date"). In the event that the Premises are not substantially complete and the Certificate of Occupancy has not been received by the Landlord by the Occupancy Date, then Tenant shall be entitled to receive full and agreed upon liquidated damages that equal one day of free rent for each day of delay beyond the Occupancy Date. Landlord and Tenant agree that said liquidated damages are reasonable under circumstances existing as of the date hereof, including, without limitation, the range of harm to Tenant that is reasonably foreseeable and the anticipation that proof of State's actual damages would be costly, impractical, and inconvenient. In the event that the Premises are not substantially complete and the Certificate of Occupancy has not been received by the Landlord within 60 days of the Occupancy Date, the Tenant shall have the right to terminate the Lease, in its entirety and without notice.

21. COMMENCEMENT OF TERM. The Term of the Lease shall commence thirty (30) days after substantial completion of the Tenant build out and receipt of a Certificate of Occupancy issued by the authority having jurisdiction. The commencement of Term shall be memorialized by mutual execution of Exhibit C of the Lease.

THE GREAT SEAL OF THE STATE OF TENNESSEE XVI AGRICULTURE COMMERCE 1796

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# Lease with State of Tennessee

LE 7852

EXHIBIT B

LEASED PREMISIS, SITE PLAN, BUILDING, PARKING AREA

| Address: | County: HARDEMAN |
|---|---|
| Whiteville Commons<br>200 Harris Avenue<br>Whiteville, Tennessee 38075 | Assessor's Map # : 46 , Parcel ID: 52.04<br>Deed Book: L8 Page: 464 |

See Attached

FLOOR PLAN
Next page

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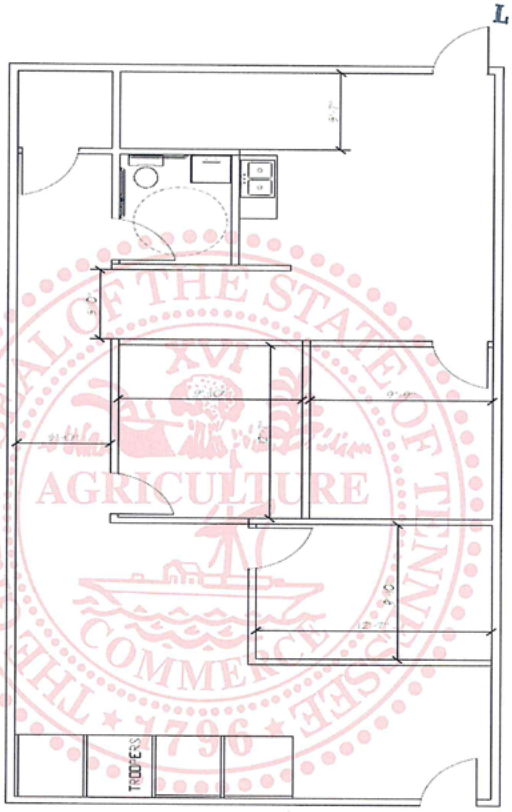
# Lease with State of Tennessee

(Not to be us

LE 7852

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Construction)

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# Lease with State of Tennessee

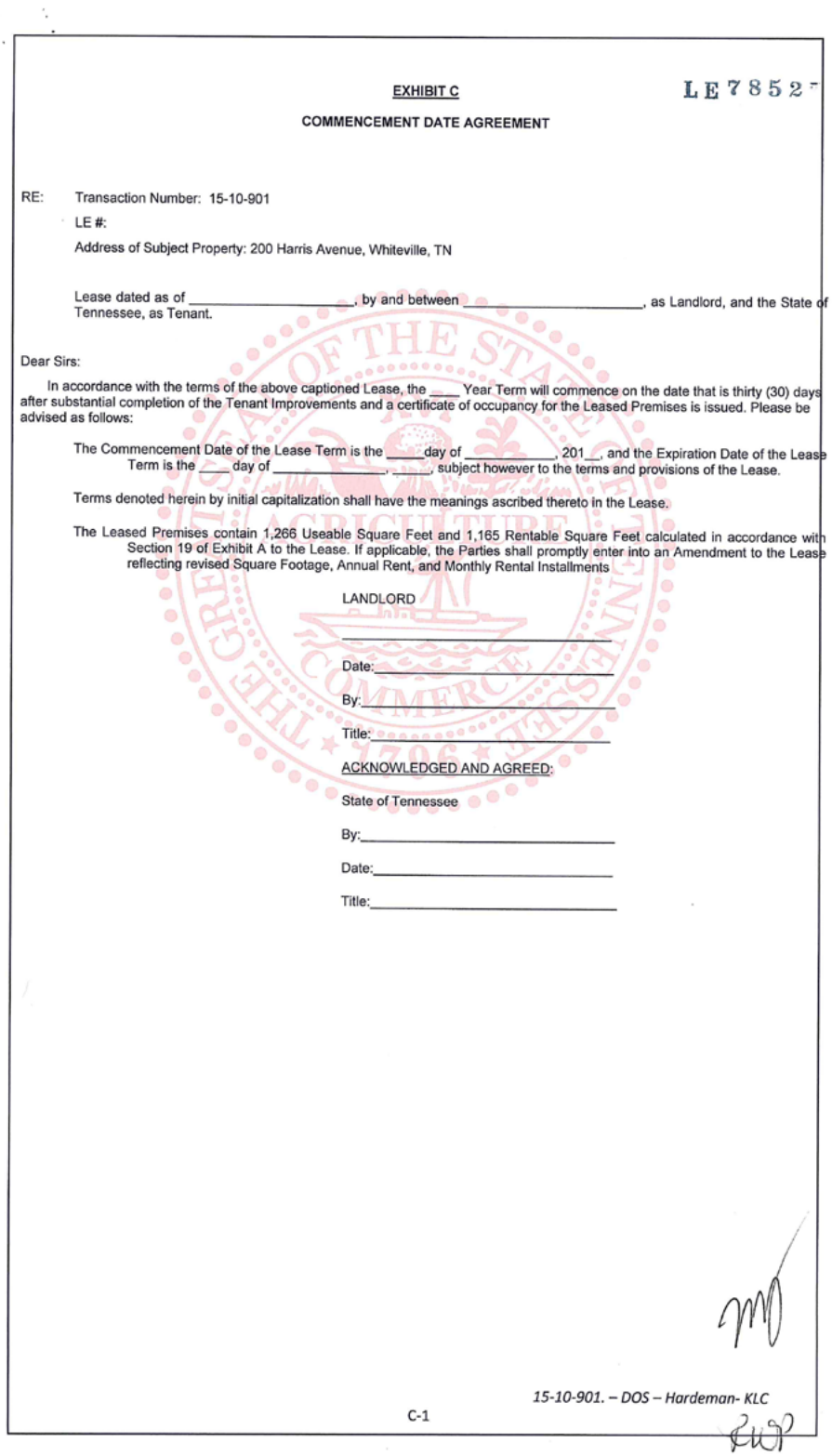

EXHIBIT C

LE 7852

COMMENCEMENT DATE AGREEMENT

RE: Transaction Number: 15-10-901

LE #:

Address of Subject Property: 200 Harris Avenue, Whiteville, TN

Lease dated as of _____, by and between _____, as Landlord, and the State of Tennessee, as Tenant.

Dear Sirs:

In accordance with the terms of the above captioned Lease, the ____ Year Term will commence on the date that is thirty (30) days after substantial completion of the Tenant Improvements and a certificate of occupancy for the Leased Premises is issued. Please be advised as follows:

The Commencement Date of the Lease Term is the _____day of _____, 201__, and the Expiration Date of the Lease Term is the ____ day of _____, ____, subject however to the terms and provisions of the Lease.

Terms denoted herein by initial capitalization shall have the meanings ascribed thereto in the Lease.

The Leased Premises contain 1,266 Useable Square Feet and 1,165 Rentable Square Feet calculated in accordance with Section 19 of Exhibit A to the Lease. If applicable, the Parties shall promptly enter into an Amendment to the Lease reflecting revised Square Footage, Annual Rent, and Monthly Rental Installments

LANDLORD

_____

Date:_____

By:_____

Title:_____

ACKNOWLEDGED AND AGREED:

State of Tennessee

By:_____

Date:_____

Title:_____

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# Lease with State of Tennessee

EXHIBIT D
LANDLORD DELIVERABLES

LE7852

**PROJECT SPECIFIC REQUIREMENTS**

1. Suitable for office use and capable of meeting all of the requirements of the agency, including geographic location, square footage, parking, and any special requirements set forth by the agency. Must be suitable for 6 personnel.
2. A base building that is of sound and substantial construction and is capable of meeting the Landlord Delivery Requirements defined in RFP Attachment 5.2, Section D, Lease Exhibit D Landlord Deliverables.
3. Paved and striped parking for a minimum of 6 Vehicles.

10/7/2015

**Space Needs Analysis Report**

**SNA Number:** 34901-35-01
**Agency:** Safety THP
**Description:** Hardeman Co.
**Prepared by:** FMG
**Checked by:**
**Personnel Total:** 6 **SNA Date:** 10/7/2015

| Type | Standard | Description | Wall | Area | Count |
|---|---|---|---|---|---|
| P | 38631 | Trooper | O | 36 | 4 |
| In office 25% to 49% of time. Includes space for 4 - Troopers @ 36 sq.ft. each. Space for one desk and lateral file per Trooper. | | | | | |
| P | 38632 | Sergeant | H | 120 | 1 |
| In office 25% to 49% of time. | | | | | |
| P | 38633 | Lieutenant | H | 120 | 1 |
| In office 25% to 49% of time. | | | | | |
| S | ESR | Evidence Storage Room | H | 100 | 1 |
| S | MFP | Multi-Function Printer | O | 50 | 1 |
| Includes space for mail area. | | | | | |
| S | REC | Remote Equipment Cabinet | None | 0 | 0 |
| Wall mounted Remote Equipment Cabinet (provided by State) for telephone and computer equipment. Lessor to provide a minimum of one - 120V/20 amp. dedicated circuit with isolated neutral where cabinet is installed. | | | | | |
| S | SA | Supply Area | O | 50 | 1 |

**Comment:**

Major Circulation: 30% 207
Total Area Needed: 691
**GRAND TOTAL:** 898 Min. Usable

Suggested Range: Min. 900 1,200 Max 1,200 1,500

SNA Number: 34901-35-01

Space Needs Analysis Report v1.0 (Archibus) 10/7/2015 Page: 1

**BASE BUILDING DELIVERABLES**

1. **General**
   a. The Premises, including all common areas and points of ingress and egress, shall be designed and maintained to meet all applicable code requirements for commercial office building construction, including the requirements of the Americans with Disabilities Act.
   b. The Premises shall have a current occupancy permit issued by the local jurisdiction at the time of Tenant's occupancy.
2. **Site**
   a. The site shall be fully graded, landscaped and maintained in a manner commensurate with market for comparable properties of the same property type and class as the Premises.

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# Lease with State of Tennessee



3. **Structure**
   a. Space above ceilings must allow sufficient clearance for ease of installation of Tenants mechanical and electrical equipment, including but not limited to distribution ductwork, HVAC boxes, lighting and conduit.
   b. The building foundation and below-grade spaces shall be protected with a properly installed foundation drainage and waterproofing system.
4. **Building Skin and Roof.**
   a. The building skin and roof will be complete and weather-tight including all exterior finish materials, cladding, sealants, glass and glazing including vision and spandrel glass, store front glass, exterior doors and hardware, membrane or built-up roofing, ballast, flashing, and other elements required to make the building weather-tight.
5. **Building Common Areas.**
   a. The building entrance lobby, common corridors, restrooms, mechanical spaces, loading dock, trash removal spaces, and other common areas will be substantially complete.
   b. Restrooms shall be complete with all fixtures, partitions, accessories, lavatories, lavatory tops, and mirrors. Fixtures, partitions, and accessories shall be institution grade or better, and shall be water saving type, as appropriate. The finishes in restrooms shall be commensurate with market for comparable properties of the same property type and class as the Premises.
   c. Exit stairways shall be provided on each floor per code and ADA requirements. Stairways shall be complete with lighting, handrails, treads and risers, doors and hardware, emergency lights, and exit signs.
   d. Passenger and service elevators shall serve each Tenant floor not having ground level access and be in good working order. Elevators shall meet ADA requirements.
   e. Common areas will be finished per code requirements, complete with all floor, wall, and ceiling finishes, lighting, emergency lights, and exit signs.
6. **Common Walls.**
   a. Common walls shall include slab-to-slab gypsum wallboard on the public side of all demising walls, corridors, stairwells, and other walls not interior to the Tenant space. Common walls shall meet fire code requirements. All common walls shall be taped, blocked, finished and sanded. Landlord will install sound attenuation insulation on Tenant side of Common Walls and demising walls prior to Tenant finishes being installed.
   b. Common walls shall include entry and exit doors from common areas furnished and installed by Landlord. Doors and hardware shall be building standard or better.
7. **Electrical.**
   a. Landlord shall provide a minimum of 7 watts per square foot for lighting and power.
   b. Landlord shall install all main switchboards, panel boards, distribution boards, transformer, bus duct, feeders and other equipment to completely distribute power to electrical closets on each Tenant floor. Landlord shall locate an electrical service panel in the electrical closet in the Common Area on the same floor as the Premises. Installation of electrical service up to and including the Tenant's service panel(s) shall be a base building cost.
   c. Landlord shall install all wiring, branch circuiting, conduit and devices for the complete electrical system to all public and common areas. Landlord shall provide at Landlord's expense all power wiring and connection for all mechanical equipment furnished as part of base building. Landlord shall provide at Landlord's expense all power wiring to life safety and fire protection systems.
8. **Communications.**
   a. Landlord shall bring data/telephone service, as provided by the local data/telephone operating company, to the building Main Telephone Room.
9. **Lighting.**
   a. Landlord shall furnish and install lights in all common areas.
   b. Base building lighting levels must meet a minimum of 30 foot-candles at the desk and 20 foot-candles in corridors providing ingress and egress to the Premises. Base building shall include a lighting level of at least 10 foot-candles or minimum levels to insure safety in other interior areas as set by the current version of the Illuminating Engineering Society of North America (IESNA).
   c. Energy-saving fixtures, lamps and lighting control systems are recommended as best practice for State spaces. All fluorescent T-8 and T-5, incandescent, quartz, metal halide and high pressure sodium lamps are encouraged to be replaced by LED lamps. Fluorescent T-12 is prohibited by the State to use in lease spaces and must be changed to LED, T-8 or better.
   d. Landlord shall furnish and install building standard light fixtures at a ratio of 1 fixture per each 80 RSF or provide photometric of sufficient light levels that meet the current version of the IESNA for the fully operational Tenant space.
   e. At minimum fluorescent fixtures shall be either linear recessed parabolic light fixtures, direct/indirect recessed fixtures with architectural grade acrylic lens or a direct/indirect pendant mounted fixture.
10. **Plumbing.**
    a. Plumbing tie-ins shall be provided for State's use for break room or other functions required by Tenant's program.
11. **HVAC.**
    a. Base building common areas shall include Building Standard heating, ventilation, and air conditioning systems in accordance compliance with current ASHRAE standards.
    b. All HVAC for Tenant spaces shall be installed with complete distribution to ceiling mounted diffusers and perimeter slot diffusers for exterior zones and distribution to VAV boxes for interior zones. All HVAC systems shall be in good working order and repair.
12. **Building Directory.**
    a. Landlord shall provide a directory in the lobby of the building.
    b. Landlord shall add Tenant's name to directory, and shall provide Tenant suite signage (suite entry door plaque or hall plaque, matching building graphics standards).
13. **Keys.**
    a. Landlord shall supply Tenant with five (5) sets of keys at no cost. Additional keys shall be provided at Tenant's request at a reasonable cost. Keys should allow access to the Premises, parking areas and other common areas of the Property.
14. **Access Control.**
    a. Landlord shall provide new locks on all exterior doors and doors into common areas.
    b. Tenant may install card access to Tenant's space at suite entry locations, fire stairs with access into Tenant's space and interior doors within Tenant's space compatible with the base building security system.

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# Tax Card

State of Tennessee Comptroller of the Treasury

## Real Estate Assessment Data

Home | About | New Search | Return to List

**County Number:** 035 **County Name:** HARDEMAN **Tax Year:** 2019

### Property Owner and Mailing Address

**Jan 1 Owner:**
PARISH J GILBERT JR AND
ROBIN W PARISH CO/TRUSTEE
60 BRAZELTON ST STE 9
SAVANNAH, TN 38372

### Property Location

**Address:** HARRIS AVE 200

**Map:** 046 **Grp:** **Ctrl Map:** 046 **Parcel:** 052.04 **PI:** **S/I:** 000

### Value Information

**Reappraisal Year:** 2018

| | |
|---|---|
| **Land Mkt Value:** | $57,700 |
| **Improvement Value:** | $258,000 |
| **Total Market Appraisal:** | $315,700 |
| **Assessment %:** | 40 |
| **Assessment:** | $126,280 |

### General Information

| | | | |
|---|---|---|---|
| **Class:** | 08 - COMMERCIAL | | |
| **City #:** | 776 | **City:** | WHITEVILLE |
| **SSD1:** | 000 | **SSD2:** | 000 |
| **District:** | 02 | **Mkt Area:** | C01 |
| **# Bldgs:** | 1 | **# Mobile Homes:** | 0 |
| **Utilities - Water / Sewer:** | 03 - PUBLIC / INDIVIDUAL | **Utilities - Electricity:** | 01 - PUBLIC |
| **Utilities - Gas / Gas Type:** | 00 - NONE | **Zoning:** | I-1 |

### Subdivision Data

**Subdivision:** DY-PASS DIVISION

**Plat Bk:** **Plat Pg:** **Block:** **Lot:** 2&3

### Additional Description

RWP LIVING TRUST

### Building Information

**Building # 2**

| | | | |
|---|---|---|---|
| **Improvement Type:** | 30 - OFFICE | **Stories:** | 2 |
| **Living/Business Sq. Ft.:** | 5,308 | | |
| **Foundation:** | 02 - CONTINUOUS FOOTING | **Floor System:** | 02 - SLAB ABOVE GRADE |
| **Exterior Wall:** | 07 - CONCRETE BLOCK | **Structural Frame:** | 00 - NONE |
| **Roof Framing:** | 02 - GABLE/HIP | **Roof Cover/Deck:** | 00 - CORRUGATED METAL |


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# Tax Card

| | | | |
|---|---|---|---|
| **Cabinet/Millwork:** | 03 - AVERAGE | **Floor Finish:** | 11 - CARPET COMBINATION |
| **Interior Finish:** | 07 - DRYWALL | **Paint/Decor:** | 03 - AVERAGE |
| **Heat and A/C:** | 0 - | **Plumbing Fixtures:** | 0 |
| **Bath Tile:** | 00 - NONE | **Electrical:** | 03 - AVERAGE |
| **Shape:** | 01 - RECTANGULAR DESIGN | **Quality:** | 00 - BELOW AVERAGE |
| **Act Yr Built:** | 1991 | **Condition:** | A - AVERAGE |

**Building Areas:**

| | |
|---|---|
| **Area:** 30 | **Sq Ft:** 4,158 |
| **Area:** 30 | **Sq Ft:** 1,150 |
| **Area:** CAN | **Sq Ft:** 0 |
| **Area:** OPF | **Sq Ft:** 0 |
| **Area:** OPF | **Sq Ft:** 0 |
| **Area:** UTF | **Sq Ft:** 0 |
| **Area:** UTF | **Sq Ft:** 0 |
| **Area:** UTF | **Sq Ft:** 0 |
| **Area:** OPF | **Sq Ft:** 0 |

## Extra Features

| Bldg/Card# | Type | Description | Units |
|---|---|---|---|
| 1 | MINI-WAREHOUSE | 30X90 | 2,700 |
| 1 | SLAB | 20X20 | 400 |
| 1 | IMPLEMENT SHED | 30X100 | 3,000 |

## Sale Information

| Sale Date | Price | Book | Page | Vac/Imp | Type Instrument | Qualification |
|---|---|---|---|---|---|---|
| 02/16/2011 | $290,000 | 54 | 413 | IMPROVED | WD | I |
| 06/13/2002 | $0 | R17 | 746 | | | |
| 11/14/1989 | $17,000 | C13 | 83 | VACANT | WD | L |
| 11/13/1989 | $0 | B13 | 31 | | | |
| 06/08/1989 | $0 | T12 | 182 | | | |

## Land Information

**Deed Acres:** 0.00 **Calc Acres:** 0.00 **Total Land Units:** 3.89

**Land Type:** 11 - COM RURAL **Soil Class:** **Units:** 3.89

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Glossary of Terms — Division of Property Assessments Home Page

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# Lease with State of Tennessee

**INTERIOR BUILDOUT SPECIFICATIONS** LE 7852

1. **Ceiling**
   a. Existing ceiling tile and grid shall remain if these materials meet the Minimum Qualification Specification (Section E below) and are in acceptable condition. Patch and repair grid as needed to accommodate demolition of walls. Replace any damaged or discolored tiles to match existing.
   b. Existing lighting shall be cleaned and re-lamped after construction. All lamps shall be the same color temperature. Coordinate the appropriate lamp color with the State.
   c. Provide 15'-20' whip at all above-ceiling junction boxes for power pole connections.
   d. Minimum ceiling heights shall be a minimum of 8 feet and be proportionate to the open area floor plate size.
   e. Acoustical Panel Ceiling Minimum Qualification Specifications:
   f. General Ceiling
      i. Acoustical Panel Standard: Comply with ASTM E 1264.
      ii. Metal Suspension System Standard: Comply with ASTM C 635.
      iii. Attachment Devices: Size for five times the design load indicated in ASTM C 635, Table 1, "Direct Hung," Comply with seismic design requirements.
   g. Acoustical Panels
      i. Color: White.
      ii. LR: Minimum of 0.83.
      iii. NRC: Minimum of 0.60, Type E-400 mounting according to ASTM E 795.
      iv. CAC: Minimum of 33.
      v. Modular Size: 24 by 24 inches (610 by 610 mm) or 24 by 48 inches (610 by 1220 mm).
   h. Metal Suspension System
      i. Provide a suspension system that is compatible with the approved panel product.
2. **Electrical and Communication**
   a. Provide and install conduit, conductors, pull wires, boxes, cover plates, devices, etc., for all outlets as required by Tenant program. All devices shall be a consistent color.
   b. Contractor shall be responsible for all coordination and final electrical connections for furniture (systems furniture, conference/training tables, etc.). Coordinate with State for specifics on wiring configurations. For general planning purposes, provide 1 circuit per every 2 standard workstations.
   c. Provide 1 voice/data per standard workstation.
   d. Provide 2 duplex power outlets and 1 voice/data per standard office.
   e. Provide 2 duplex power outlets and 1 voice/data per enclave.
   f. At minimum, all enclosed rooms (such as storage and file rooms) to have (2) convenience duplex power outlets.
   g. Lighting and controls shall be properly zoned. Separate light switches for hardwall spaces shall be provided.
3. **Partitions**
   a. Paint all existing perimeter sill walls and core walls throughout space an eggshell or satin paint finish.
   b. All new partitions to be 5/8" drywall and 3 5/8" metal studs with sound attenuation blankets inside the partition. Provide additional sound blankets above partitions on ceiling tile, 2'-0" on either side of all new or existing partitions not extending to the deck.
   c. Partitions around all new conference rooms, training rooms, break rooms, meeting rooms, and restrooms, shall extend to the deck. Provide sound attenuation blankets inside the partition, seal all penetrations within partitions including power/data boxes and at the connection of the partition to the deck.
   d. Connections from partition to mullion will require an acoustically sealed connection.
   e. Finish partitions completely to floor.
4. **Glazing**
   a. All office, enclave, break room, and conference room front walls shall have a 3'-0" wide sidelite with ¼" clear tempered glass in 2" welded hollow metal frame with a solid core door (match building standard), and etched film on 3'-0"w full height sidelights. Framing for glass sidelights and windows shall be integral with door frames and not separated by drywall.
5. **Doors and Frames**
   a. Interior doors shall match building standard height and finish; at a minimum, all doors shall be solid core, 7'-0" in height.
   b. Interior door frames shall be 2" welded hollow metal steel, painted.
   c. All hardware shall match existing building standard finish. At a minimum, all hardware shall be lever handle. All doors shall include the following: door stops, silencers, lever hardware, mortised ball bearing hinges. All office doors shall include a coat hook. In addition, pairs of doors shall include the following as determined by function: dummy trim, closer coordinators, flush bolts, dust proof strikes, ball catch (as required).
   d. Provide heavy duty cylindrical hardware within suite and heavy duty mortised lockset at suite entry doors.
   e. Provide locksets on the following doors: offices, enclaves, communication rooms, utility rooms, storage/file rooms, network rooms.
   f. All main entrance public access doors shall be metal frame glass storefront entrance type with double-pane glass. Exterior exit doors shall be metal framed with insulated flush type metal door. All exterior doors must be equipped with commercial grade closers and hardware.
6. **Finishes**
   a. Reuse doors, frames, hardware, ceiling tile and grid and lights if approved by the State.
   b. Carpet shall be modular tiles laid with low VOC adhesives. Carpet shall generally be laid in a monolithic, ashlar or brick laid pattern. Carpet shall not be laid in a quarter turn pattern unless noted specifically.
   c. Carpet must meet the following minimum qualification specifications:
      i. Products: All manufacturers to provide modular tile products as specified below and in addition to meeting the minimum requirements as identified in Sections B-M.
      ii. Commercial Face Fibers: High performance premium branded Nylon required to be third party certified post-consumer recyclable and defined as a commercial grade nylon fiber from a carpet or fiber manufacturer nationally recognized by the flooring industry; the nylon fiber shall have a documented five (5) year minimum successful testing period; Note: OLEFIN FIBER IS NOT ACCEPTABLE.
      iii. Pile Characteristic: Level-loop, Cut-and-loop pile, Shear-and-loop pile.
      iv. Density: Minimum rating of 5,000 or higher.
      v. Stitches: Minimum of 9 stitches per inch.
      vi. Gage: 1/12 inch minimum.
      vii. Surface Pile Weight: Minimum 20 oz. per square yard.
      viii. Dye System: Minimum of 50% solution dyed or yarn dyed (Type 6, Type 6,6 or proven equal).
      ix. Backing System: Provide applicable backing system based on carpet type/brand selected.

*15-10-901. – DOS – Hardeman- KLC*

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# Lease with State of Tennessee

x. Size: 24 by 24 inches (610 by 610 mm) or larger.
xi. Applied Soil-Resistance Treatment: Duratech, Protech, or equal (specify with proposal).
xii. Antimicrobial Treatment: Manufacturer's standard material according to AATCC174.

LE 7852

d. Provide VCT (Vinyl Composition Tile) in network closets and break rooms.
e. Provide 4" coved rubber base in areas specified to receive new flooring. All base shall be continuous roll base (not 4' segments).
f. All walls to have one prime coat and 2 finish coats of eggshell or satin finish. Door and window frames shall have semi-gloss finish. Drywall ceilings shall have flat finish.
g. Where identified as laminate finish on casework, use color core laminates for exposed surfaces for doors, drawers, counter tops and splashes. The underside of all vertical laminate panels in wet areas shall receive a laminate or pvc edge to prevent water from wicking up through laminate panel substrates. Counters and splashes shall be thoroughly caulked to walls and countertops using clear silicone caulk.

**7. Break Rooms**
a. Finishes: VCT floor tile in a floor pattern using 3 different colors, plastic laminate base and wall cabinets.
b. Provide double bowl, under mount stainless steel sink with hot/cold water.
c. Provide dedicated outlets for refrigerators, microwaves, and (2) coffee makers per program requirements. Provide (3) standard wall duplex outlets at 42" AFF in kitchen area. Provide (2) additional wall outlets at other walls for convenience purposes.

**8. Copy Rooms / Areas**
a. Finishes: VCT flooring, plastic laminate base and wall cabinets, plastic laminate countertop. Cabinetry shall be sufficient to meet the needs of the Tenant at its sole discretion.
b. Provide (2) wall duplex outlets (one circuit) and (2) voice/data outlets at 42" AFF in work area.

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

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

**11. Restrooms**
a. All restrooms shall be equipped with liquid soap dispensers and mirrors, and either paper towel dispensers or hand blow dryers.
b. Provide a floor drain in each restroom.

**12. Janitor Closet**
a. Finishes: VCT flooring, 4" rubber base.
b. Provide storage for equipment, materials, and supplies, in a minimum 25 sf room.
c. Provide service sink with hot and cold water and a floor drain.

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

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

*15-10-901. – DOS – Hardeman- KLC*

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# Tax Information

CRS PowerTool Real Estate

## Property Report

Friday, September 21, 2018

200 Harris St, Whiteville, TN 38075-4862
Hardeman County, TN parcel# 046 052.04

### Property Report

#### Location

| | |
|---|---|
| **Property Address** | 200 Harris St<br>Whiteville, TN 38075-4862 |
| **Subdivision** | |
| **County** | Hardeman County, TN |

#### Current Owner

| | |
|---|---|
| **Name** | Parish J Gilbert Jr Robin W Parish Co/Trustee |
| **Mailing Address** | 60 Brazelton St Ste 9<br>Savannah, TN 38372-3079 |

#### Property Summary

| | |
|---|---|
| **Property Type** | Commercial |
| **Land Use** | Business Services |
| **Improvement Type** | Office |
| **Square Feet** | **5308 sf** |

#### General Parcel Information

| | |
|---|---|
| **Parcel/Tax ID** | 046 052.04 |
| **Special Int** | 000 |
| **Alternate Parcel ID** | |
| **Land Map** | 046 |
| **District/Ward** | 02 |
| **2010 Census Trct/Blk** | 9502/2 |
| **Assessor Roll Year** | 2018 |

#### Sales History through 08/31/2018

| Date | Amount | Buyer/Owners | Buyer/Owners 2 | Instrument | Quality | Book/Page or Docu |
|---|---|---|---|---|---|---|
| **02/16/2011** | **$290,000** | Parish J Gilbert Jr And Robin W Parish Co/Trustee | | Warranty Deed | Financial Institution | 54/413 |
| 06/13/2002 | | Merchants & Planters Bank | | | | R17/746 |
| 11/14/1989 | $17,000 | Vanderheyden Herman | | Warranty Deed | Limited | C13/83 |
| 11/13/1989 | | Town Of Whiteville | | | | B13/31 |
| 06/08/1989 | | Hendrix Bernice | | | | T12/182 |

#### Tax Assessment

| Appraisals | Amount | Taxes | Amount | Jurisdiction | Rate |
|---|---|---|---|---|---|
| **Assessment Year** | 2018 | **Tax Year** | 2017 | | |
| **Appraised Land** | $57,700 | **City Taxes** | $1,088.66 | Whiteville | 0.8621 |
| **Appraised Improvements** | $258,000 | **County Taxes** | $3,220.14 | Hardeman | 2.55 |
| **Total Tax Appraisal** | **$315,700** | **Total Taxes** | **$4,308.80** | | |
| **Total Assessment** | **$126,280** | **Exempt Amount** | | | |
| | | **Exempt Reason** | | | |

#### Mortgage History

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# Tax Information



| Date | Loan Amount | Borrower | Lender | Book/Page or Document# | Assignments/ Releases |
|---|---|---|---|---|---|
| 9/7/2012 | $316,753 | Parrish J Gilbert Jr<br>Parrish Robin W | Hardin County Bank | 704/451<br>137881 | |

## Property Characteristics: Building

| Building # | Type | Condition | Sq Feet | Year Built | Effective Year | BRs | Baths | Rooms | Stories | Units |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Office | Average | 5308 | 1991 | 1991 | | | | 2 | 1 |

| **Building Square Feet** (Living Space) | | **Building Square Feet** (Other) | |
|---|---|---|---|
| **Office** | 1150 | **Open Porch Finished** | 48 |
| **Office** | 4158 | **Open Porch Finished** | 48 |
| | | **Open Porch Finished** | 48 |
| | | **Utility Finished** | 968 |
| | | **Utility Finished** | 1342 |
| | | **Utility Finished** | 4500 |
| | | **Canopy** | 600 |

| **Construction** | | | |
|---|---|---|---|
| **Quality** | Below Average + | **Roof Framing** | Gable/Hip |
| **Shape** | Rectangular Design | **Roof Cover Deck** | Corrugated Metal |
| **Partitions** | | **Cabinet Millwork** | Average |
| **Common Wall** | | **Floor Finish** | Carpet Combination |
| **Foundation** | Continuous Footing | **Interior Finish** | Drywall |
| **Floor System** | Slab Above Grade | **Air Conditioning** | Cooling Package |
| **Exterior Wall** | Concrete Block | **Heat Type** | Heat Pakage |
| **Structural Framing** | | **Bathroom Tile** | |
| **Fireplace** | | **Plumbing Fixtures** | 14 |

| **Other** | | | |
|---|---|---|---|
| **Occupancy** | Occupied | **Building Data Source** | Inspection |

## Property Characteristics: Extra Features

| Feature | Size or Description | Year Built | Condition |
|---|---|---|---|
| Mini-Warehouse | 30X90 | 1998 | Poor |
| Slab | 20X20 | 1991 | Average |
| Implement Shed | 30X100 | 1991 | Fair |

## Property Characteristics: Lot

| | | | |
|---|---|---|---|
| **Land Use** | Business Services | **Lot Dimensions** | |
| **Block/Lot** | /2&3 | **Lot Square Feet** | 169,883 |
| **Latitude/Longitude** | 35.319616°/-89.156532° | **Acreage** | 3.90 |

## Property Characteristics: Utilities/Area

| | | | |
|---|---|---|---|
| **Gas Source** | | **Road Type** | State Highway |
| **Electric Source** | Public | **Topography** | Level |
| **Water Source** | Public | **District Trend** | Stable |
| **Sewer Source** | Individual | **Special School District 1** | |
| **Zoning Code** | I-1 | **Special School District 2** | |
| **Owner Type** | | | |

## Legal Description

| | | | |
|---|---|---|---|
| **Subdivision** | | **Plat Book/Page** | |
| **Block/Lot** | /2&3 | **Description** | Rwp Living Trust |
| **District/Ward** | 02 | | |

## Flood Zone Information

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# Tax Information



| Zone Code | Flood Risk | BFE | Description | FIRM Panel ID | Firm Panel Eff. Date |
|---|---|---|---|---|---|
| X | Minimal | | Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level. | 47069C0125C | 09/28/2007 |

**Zone Source: FEMA DFIRM Data**

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# Title Commitment

McLEMORE AUCTION COMPANY, LLC



**COMMITMENT FOR TITLE INSURANCE**
**ISSUED BY**
**FIRST AMERICAN TITLE INSURANCE COMPANY**

**NOTICE**

**IMPORTANT-READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

**COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**COMMITMENT CONDITIONS**

1. **DEFINITIONS**
   (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
   (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
   (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.



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# Title Commitment



(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.

(g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.

(h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

(a) the Notice;
(b) the Commitment to Issue Policy;
(c) the Commitment Conditions;
(d) Schedule A;
(e) Schedule B, Part I-Requirements; and
(f) Schedule B, Part II-Exceptions; and
(g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  (i) comply with the Schedule B, Part I-Requirements;
  (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
  (iii) acquire the Title or create the Mortgage covered by this Commitment.

(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
(d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is $2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at www.alta.org/arbitration.

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# Title Commitment

**American Land Title Association** | **Commitment for Title Insurance**
**Adopted 08-01-2016**
**Technical Corrections 04-02-2018**

First American Title Insurance Company

**SCHEDULE A**

1. Commitment Date: January 28, 2019
2. Policy to be issued:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date, vested in:
   J. Gilbert Parrish, Jr. and Robin W. Parrish, as Co-Trustees of the RWP Living Trust, U/T/A dated January 12, 1999
5. The Land is described as follows:
   SEE EXHIBIT A ATTACHED HERETO

**First American Title Insurance Company**

**By:** Hagenbrok & Hagenbrok

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# Title Commitment



First American Title Insurance Company

**SCHEDULE B, PART I**
**Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
   a. from RWP Living Trust U/T/A dated January 12, 1999 to
5. Pay all taxes and/or assessments,levied and assessed against the Land, which are due and payble.
6. Execution of an Owner's and Contractor's Affidavit, Owner's/Seller's Affidavit and Notice of Availability of Owner's Title Insurance, all in forms acceptable to the Company.
7. As to each grantor/mortgagor who is a legal entity, provide proof of proper formation and due authorization prior to closing the transaction by obtaining: (a) confirmation of current good standing; (b) copies of the entity's formation documents (e.g., articles of incorporation, certificate of formation, etc.) and any amendments thereto; (c) copies of the entity's current governing documents (e.g., by-laws, operating agreement, partnership agreement, etc.) and any amendments thereto; and (d) a written consent or resolution executed by the governing body of the entity authorizing the transaction and designating the person(s) who will execute the instruments. The resolution must set forth the consideration and the terms of the transaction. Upon review of these documents, the Company reserves the right to make such additional requirements as it may deem necessary.

**SCHEDULE B, PART II**
**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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(PARRISH\WHITEVILLE.PFD\PARRISH.WHITEVILLE/10)

# Title Commitment



**SCHEDULE B**
(Continued)

2. (a) Taxes and assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, limestone, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
6. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the Land prior to Date of Policy, and any adverse claim to all or part of the Land that is, at Date of Policy, or was previously, under water.
7. The Company does not insure the area, square footage, or acreage of the Land.
8. Taxes and assessments for the year 2019 and subsequent years and not yet due and payable. Subject to County taxes for the year 2018 in the amount of $3,376.00 which are now due and payable and became a lien against the property as of January 1, 2018. Subject to City taxes for the year 2018 in the amount of $1,089.00 which are now due and payable and became a lien against the property as of January 1, 2018.
9. Subject to restrictions and right of reverter of record in Deed Book R17, Page 746 in the Register's Office of Hardeman County, Tennessee.
10. Subject to an easement to the City of Whiteville of record in Deed Book 15, page 591 in the Register's Office of Hardeman County, Tennessee.
11. Subject to a deed of trust in favor of Hardin County Bank dated September 7, 2012 and of record in Deed of Trust Book 704, Page 451 in the Register's Office of Hardeman County, Tennessee. Said deed of trust was subsequently modified in the instruments of record in Deed of Trust Book 715, Page 840 and Deed of Trust Book 724, Page 575, both in the Register's Office of Hardeman County, Tennessee.
12. Subject to a lease agreement with the State of Tennessee dated May 27, 2016 and of record in Deed Book 84, Page 165 in the Register's Office of Hardeman County, Tennessee.
13. This a pro forma commitment which is remitted to reflect the general condition of the title to said property and such items that a request for a title commitment to insure said property may include. This pro forma may be edited, amended, altered and be subject to such changes in title and such additional requirements, exceptions and approvals which may be required by the agent and/or title insurance company to insure said property. This pro forma shall not constitute a commitment or binding obligation to insure said property. To secure a binding commitment, the proposed insured's name must be included on the title commitment with a proposed insured amount and the title to such property must be down



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AMERICAN LAND TITLE ASSOCIATION

(PARRISH:WHITEVILLE.PFD/PARRISH:WHITEVILLE/10)

# Title Commitment



**SCHEDULE B**
(Continued)

dated and such additional exceptions and requirements included in said commitment with a signature by an approved agent.

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AMERICAN LAND TITLE ASSOCIATION

(PARRISH.WHITEVILLE.PFD/PARRISH.WHITEVILLE/10)

# Title Commitment

First American Title Insurance Company

Commitment Number:

**EXHIBIT A**
**PROPERTY DESCRIPTION**

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

Lot #2, By-Pass Division, Town of Whiteville:

Beginning at a stake on the North margin of Highway 100 By-Pass, this point being South 83 degrees 45' West 129.0 feet along said Highway 100 By-Pass, from George Phillips' Southwest corner, this point also being the Southwest corner of Lot #1; runs thence South 83 degrees 45' West 129.0 feet with Highway 100 By-Pass; thence North 338.00 feet with Lot #3; thence North 83 degrees 45' East 129.0 feet with Lot #4; thence South 338.0 feet with Lot #1 to the point of beginning.

Lot #3, By-Pass Division, Town of Whiteville:

Beginning at a stake on the north margin of Highway 100 By-pass, this point being the South 83 degrees 45' West 258.0 feet along said 100 By-Pass from George Phillips, Southwest corner, this point also being the Southwest corner of Lot #2; runs thence South 83 degrees 45' West 129.0 feet with said 100 By-Pass; thence North 0 degrees 45' West 338.1 feet with East margin of Harris Street; thence North 83 degrees 45' East 134.92 feet with Lot #4; thence South 338.0 feet to point of beginning.

Lot #4, By-Pass Division, Town of Whiteville:

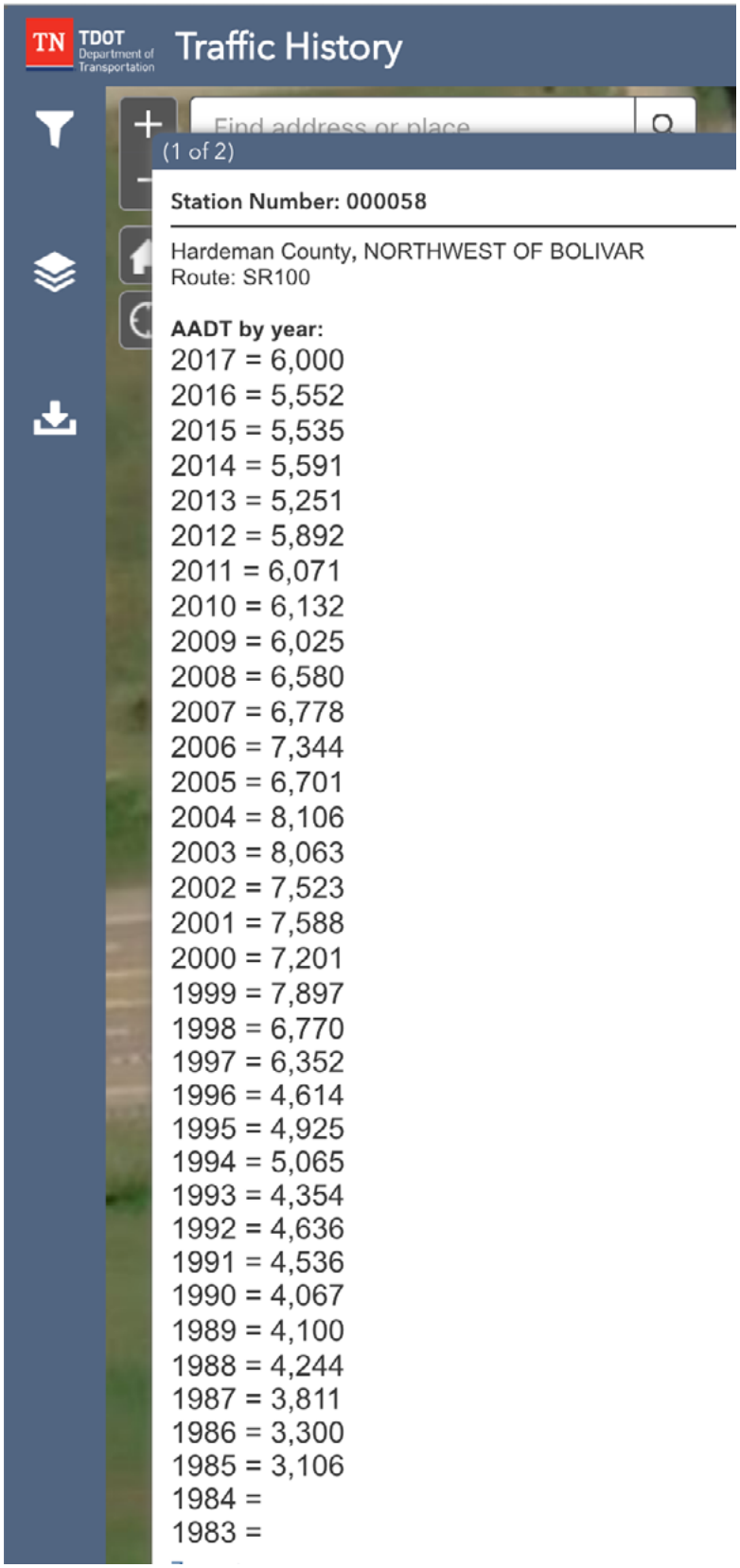
Beginning at a stake on East margin of Harris Street, this point being the Northwest corner of Lot #3; runs thence North 0 degrees 45' West 112.5 feet with said Harris Street, thence North 83 degrees 45' East 394.89 feet with Lot #5; thence South 112.5 feet with George Phillips' line; thence South 83 degrees 45' West 392.92 feet with Lots 1, 2, 3 to point of beginning.

Lot #5, By-Pass Divisions, Town of Whiteville:

Beginning at a stake on East margin of Harris Street, this point being the Northwest corner of Lot #4; runs thence North 0 degrees 45' West 112.5 feet with said Harris Street; thence North 83 degrees 45' East 396.86 feet with residue of City of Whiteville land; thence south 112.5 feet with George Phillips, land, thence South 83 degrees 45' West 394.89 feet with Lot #4, to the point of beginning.

Being the same property conveyed to J. Gilbert Parrish, Jr. and Robin W. Parrish, as Co-Trustees of the RWP Living Trust, U/T/A dated January 12, 1999 by deed of Merchants and Planters Bank dated February 16, 2011, and recorded in Deed Book 54, Page 413 in the Register's Office of Hardeman County, Tennessee.

# Traffic History for Nearest Station





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# Video

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