



JUSTIN P. WILSON  
*Comptroller*

JASON E. MUMPOWER  
*Deputy Comptroller*

**TENNESSEE STATE SCHOOL BOND AUTHORITY**  
**May 21, 2020**  
**AGENDA**

1. Call meeting to order
2. Approval of minutes from the TSSBA meeting held on March 6, 2020.
3. Approval of the Resolution to Approve the Borrowing of Money by Another Method by the University of Tennessee
4. Adjourn

## **TENNESSEE STATE SCHOOL BOND AUTHORITY**

**March 6, 2020**

The Tennessee State School Bond Authority (“TSSBA”, or the “Authority”) met on Friday, March 6, 2020, at 11:55 a.m. in the Tennessee State Capitol, Ground Floor, Executive Conference Room, Nashville, Tennessee. The Honorable Justin Wilson, Comptroller of the Treasury, was present and presided over the meeting.

The following members were also present:

The Honorable David Lillard, State Treasurer  
The Honorable Tre Hargett, Secretary of State  
Angela Scott, proxy for Commissioner Stuart McWhorter, Department of Finance and Administration  
Danny Gibbs, proxy for Dr. Flora Tydings, Chancellor, Tennessee Board of Regents

The following members were absent:

The Honorable Bill Lee, Governor  
Mr. Mark Paganelli, proxy for Randy Boyd, Interim President, University of Tennessee

Recognizing a physical quorum present, Mr. Wilson called the meeting to order and stated that the first item on the agenda was the approval of the minutes of the meeting held on December 13, 2019. Mr. Wilson stated that he had read the minutes, and everything appeared to be in order. Mr. Wilson asked if there were any comments or corrections to the minutes. Hearing none, Mr. Lillard moved approval of the minutes. Mr. Hargett seconded the motion. The motion was unanimously approved.

Mr. Wilson then stated that the next item on the agenda was consideration of a resolution to approve the borrowing of money by another method by the University of Memphis (the “University”). Mr. Wilson stated that the approval required from the Authority is to only approve the request to borrow. Mr. Wilson stated that the Authority would not be approving the project as that would be approved by the State Building Commission. Mr. Wilson asked Mr. David Burn, Senior Assistant Attorney General, to explain the request. Mr. Burn explained that pursuant to the Tennessee State School Bond Authority Act, the Authority is required to approve or disapprove actions with respect to the borrowing of money for any purpose by an institution under the jurisdiction of the Board of Regents, which includes the University of Memphis. Mr. Burn explained that the University had requested approval to enter into a transaction comprised of two (2) interrelated transactions that are to occur simultaneously on the project closing date. Memphis Tiger House, LLC, will purchase and transfer four parcels of land valued at Three Million Six Hundred Ninety-Three Thousand Dollars (\$3,693,000) to the University. Concurrent with the land transfer, the University of Memphis will execute a long-term ground lease of University property with Memphis Tiger House, LLC, for the design, construction, financing, operating and maintenance of a housing complex.

Mr. Burn explained that the transfer of the land from Memphis Tiger House, LLC, to the University constitutes prepaid rent for the long-term lease. Mr. Burn stated this is a complex transaction because it is a 50-year lease where the prepaid rent is real estate. If the prepaid rent were cash instead of property, the University could deposit the cash into an escrow account. Mr. Burn explained that one of the provisions of the lease agreement is that if Memphis Tiger House, LLC were to breach the lease at any time during its 50-year term, the University would be required to pay the unamortized portion of the amount of prepaid rent to Memphis Tiger House, LLC before the University could take back possession of its property. Although the amount of unamortized rent decreases over time, the concern is the ability of the University to potentially pay over Three Million Dollars (\$3,000,000) in a short period of time during the beginning stages of the lease.

Mr. Burn stated the University has the ability to borrow money from an amount set aside on its behalf in 2007 from the state’s commercial paper program to purchase properties under the University’s master plan that are adjacent to its campus. The original authorization of the funding was Seven Million Dollars (\$7,000,000) and the unutilized amount remaining is approximately Two Million Nine Hundred Thousand

Dollars (\$2,900,000). The University has pledged to restrict use of the unutilized remaining funds only for the purpose of paying unamortized prepaid rent to Memphis Tiger House, LLC, should that occasion arise, unless and until the amount of unamortized prepaid rent falls below the amount of unutilized remaining funds in which case the University may use any such surplus unutilized remaining funds for any other authorized purpose. With the restriction of the funds, Mr. Burn was stated that there was assurance that the University would not be extending itself beyond its ability to repay the unamortized prepaid rent. Mr. Burn stated that the key concern for the TSSBA in approval of the transaction is the liability, or debt the University was incurring, by entering into the long-term lease.

Mr. Wilson stated that to be sure everyone was clear, there is an outstanding general obligation authorization for the University of Memphis to borrow approximately Two Million Nine Hundred Thousand Dollars (\$2,900,000) that could be utilized at present time if necessary. Mr. Burn confirmed that was correct. Mr. Wilson then stated that the Authority needed to consider the approval of the University of Memphis to enter into the lease and that Ms. Donna Jewell, Legislative Audit Manager, was physically present at the meeting should anyone have questions about why the lease was considered to be debt. Mr. Wilson stated that this request was being presented to the Authority to ensure that the University's lease would not impair the credit of, nor the University's ability to meet its debt service obligations to, the TSSBA.

Mr. Wilson then recognized Mr. Raaj Kurapati, Executive Vice President and Chief Financial Officer, University of Memphis. Mr. Kurapati stated that Mr. Burn gave a very good summary of the transaction. Mr. Kurapati stated that they had been working with the staff of the State Building Commission and Ms. Jewell. Mr. Kurapati stated that the University had been strategic in restricting its funding in the event any unutilized remaining funds from the 2007 authorization were needed to address the liability created by the unamortized prepaid rent. Mr. Kurapati stated that the transaction was strategic for the University because it allowed the University to acquire property that was part of its master plan. He stated that it was also strategic because there had been private housing development around the University's campus that had presented oversight and security challenges to the University. Mr. Kurapati stated that this agreement allowed Memphis to actively participate in a housing project in a competitive student housing environment.

Mr. Wilson reminded the Authority that some of the comments made by Mr. Kurapati related to the business purposes of the transaction and that the Authority was approving only the incurrence of debt by the University. Mr. Wilson stated that the State Building Commission would determine whether the transaction was a good business deal. Mr. Wilson stated that he had reviewed the lease agreement and he did not believe it adversely affected the credit rating of the Authority in any material way.

Ms. Scott asked how the funding would be restricted so that it would not be otherwise expended or used to procure other properties. Mr. Kurapati confirmed that the University would allocate the funds so that they would not be otherwise used. Ms. Scott also stated that the bond authorization for the funding from 2007 would need to remain active until another source of funds would be earmarked to cover the liability. Mr. Wilson agreed and recognized Mr. Burn. Mr. Burn stated that the current funding amount would be amortized over time and would eventually decrease to an amount that would be de minimis. Mr. Wilson asked if there were any other questions. Hearing none, Mr. Wilson moved approval of the resolution and Mr. Lillard seconded the motion. The motion was unanimously approved.

Mr. Wilson asked if there were any other matters to come before the board. Hearing none, Mr. Hargett made a motion to adjourn. Mr. Lillard seconded the motion. The meeting was adjourned.

Approved on this \_\_\_\_ day of \_\_\_\_\_, 2020.

Respectfully submitted,

Sandra Thompson  
Assistant Secretary

**RESOLUTION TO APPROVE THE BORROWING OF  
MONEY BY ANOTHER METHOD BY THE UNIVERSITY  
OF TENNESSEE AT MARTIN**

**Recitals**

Whereas the University of Tennessee at Martin (the “University”) desires to enter into a five year lease (the “Lease”) for the rental of space in the Parsons Center (the “Center”), located in the City of Parsons, Tennessee; and

Whereas the Center is one of the University’s five off-campus sites and offers a variety of undergraduate courses supporting bachelor’s degree requirements in more than 80 specialized programs, including education, nursing, criminal justice, history, social work, political science, psychology, and interdisciplinary studies; and

Whereas the Center also offers a variety of general education undergraduate courses designed to accommodate students who wish to begin working toward a degree close to home; and

Whereas the Center was built for the University’s use in 2009 and currently includes approximately 29,364 square feet of general classroom space, a nursing lab, conference room, computer lab, student lounge, bookstore, science lab, administrative offices, library and distance-learning classroom; and

Whereas the University’s current payment for use of the facility (under an existing ten year alternative agreement which is set to expire) is based on the number of the University’s full time equivalent (FTE) students who use the Center; and

Whereas the University believes that the best economic approach is to move to a lease agreement with a proposed five (5) year term and the right of extension for one (1) additional five (5) year period with rent based on market rates; and

Whereas the proposed rental rate will be \$13.31 per square foot, or \$390,834.84 in the first year, with increases of two per cent (2%) per year thereafter with the University being responsible for janitorial and landscaping expenses and also for the payment of one-half of the cost of utilities if the number of FTE students reaches 409; and

Whereas the Lease will be funded with the University’s operating revenues.

**BE IT RESOLVED BY THE TENNESSEE STATE SCHOOL BOND AUTHORITY:**

1. In accordance with the authority provided by Tennessee Code Annotated Section 49-3-1205(11), the Authority gives its approval to the University of Tennessee at Martin to enter into the Lease.

BE IF FURTHER RESOLVED that all resolutions or parts of resolutions in conflict are repealed, and the resolution shall be effective as of May 21, 2020.

Adopted by the Authority at its meeting on May 21, 2020.

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JUSTIN P. WILSON, SECRETARY  
TENNESSEE STATE SCHOOL BOND AUTHORITY

UNIVERSITY OF TENNESSEE

**Acquisition – Lease (Space)**

**Requested Action:** Approval of a lease with waiver of advertisement

**Transaction Description:** Transaction No. 2020-03-01

- **Proposed Lease**

- **Location:** University of Tennessee-Martin  
Decatur County – 975 Tennessee Avenue, Parsons, TN
- **Landlord:** Parsons Decatur County Education Foundation (PDCHEF)
- **Term:** 5 years with one (1) five (5) year renewal option
- **Area / Costs:** 29,364 Square Feet

Annual Contract Rent	\$390,834.84	\$13.31/sf
Est. Utilities (University pays up to ½ cost)	\$25,840.32	\$0.88/sf
Est. Janitorial	\$32,300.40	\$1.10/sf
Total Annual Effective Cost	\$448,975.56	\$15.29/sf

- **Source of Funding:** Operating Revenues
- **Procurement Method:** Negotiated
- **FRF Rate:** \$14.00 (for reference only)

**Comment:** The Parsons Center (Center), the result of the joint construction project by The Ayers Foundation, City of Parsons and Decatur County was built for the University's use in 2009 to provide a variety of undergraduate courses supporting bachelor's degree requirements in more than 80 specialized programs. In 2009, the University entered into a ten (10) year operating agreement with the City of Parsons to offer higher education opportunities and manage and operate the Center. This agreement was later assigned to (PDCHEF), a non-profit agency. The State legislature appropriates \$200,000 annually to the Parsons Center to be used in the operation of the Center. In 2011, the legislature approved the transfer of the funds to the PDCHEF.

The proposed lease rate increases two (2) percent per year. The University is responsible for payment of landscaping charges and one-half of the utilities cost. Waiver of advertisement is requested since this facility was built specifically for this use and offers unique features in a rural setting.

**SSC Report:** 04/20/2020

## EXECUTIVE SUMMARY

### BACKGROUND:

The Parsons Center, one of UT Martin's five off-campus sites offers a variety of undergraduate courses supporting bachelor's degree requirements in more than 80 specialized programs, including education, nursing, criminal justice, history, social work, political science, psychology, and interdisciplinary studies. The center also offers a variety of general education undergraduate courses designed to accommodate students who wish to begin working toward a degree close to home.

The Parsons Center (Center) was built for the University's use in 2009, the result of the joint construction project by The Ayers Foundation, City of Parsons and Decatur County. The facility currently includes 29,364 +/- square feet of general classroom space, a nursing lab, conference room, computer lab, student lounge, bookstore, science lab, administrative offices, library and distance-learning classroom.

In 2009, the University entered into a ten (10) year operating agreement with the City of Parsons to offer higher education opportunities and manage and operate the Center. This agreement was later assigned to the Parsons-Decatur County Higher Education Foundation (PDCHEF), a non-profit agency.

The State legislature appropriates \$200,000 annually to the Parsons Center to be used in the development of the Center. In 2011, the legislature approved the transfer of the funds to the PDCHEF.

The current payment for use of the facility is based on the number of full time equivalent (FTE) students. This approach allowed time for start-up of the Center and recruitment of students. Under this arrangement, no payment was due if the FTE count was less than 160. In 2009, the payment was set at \$1,000 per FTE including fractional FTE's, to be paid once FTE's exceeded 160. The amount increased each year based on a CPI Index. Today the number of FTE's exceed 340 and enrollment has stabilized.

The University and PDCHEF have been in discussions around moving to a lease agreement with rent based on market rates.

### TERMS:

The proposed lease term is five (5) years and the University will have the right to extend the lease for one (1) additional five (5) year period. The rental rate is \$13.31 per square foot or \$390,834.84 in the first year. The rent increases two (2) per cent per year. The University is responsible for the payment of one-half of the utilities cost if the number of full time equivalent students reaches 409. The University is also responsible for janitorial and landscaping.

The lease can be terminated for convenience with 120 days-notice.

This facility was built specifically for the University's use as an off-campus site for course offerings. The configuration of the building including classrooms, lab space, study areas, library, etc. are well suited for this use. All equipment, infrastructure and furniture/fixtures/equipment are in place. The building is in good condition and provides educational opportunities in a rural area. Approval is requested to lease space as described above with waiver of advertisement.

### FUNDING:

The Lease will be funded with Operating Revenues.

### REQUEST:

Request for APPROVAL of the following LEASE AGREEMENT for the rental of real property as required by TCA 12-2-115 with WAIVER OF ADVERTISEMENT.

**Part I**

Date Needed: (Mo./Yr.)	<b>SPACE ACTION REQUEST TRANSMITTAL</b>  Tennessee Department of Finance & Administration Real Property Administration William R. Snodgrass Tennessee Tower 312 Rosa L. Parks Avenue, 22 <sup>nd</sup> Floor Nashville, Tennessee 37243	F&A Date Logged In: (Mo./Day/Yr.)
<b>SAR Transmittal Instructions:</b> Prepare in duplicate, include attachments and submit to F&A		F&A Transaction No.:
		F&A Transaction Code:

<b>REQUESTING AGENCY: UNIVERSITY OF TENNESSEE</b> Allotment Code: <u>332.10</u> Agency Cost Center: _____ Address (including County, City & Zip Code): <u>5723 Middlebrook Pike Suite 207</u> <u>Knox County, Knoxville, TN 37996-0045</u> Agency Contact (Name & Phone No.): <u>865-974-2441</u> <u>Tony Hopson</u> <u>ahopson4@tennessee.edu</u>	<b>SUBJECT LOCATION</b> Complete only if different from information shown at left. ADDRESS (INCLUDING COUNTY, CITY & ZIP CODE): <u>Parsons Decatur County Education Foundation</u> <u>975 Tennessee Avenue, Parsons, TN</u> ON-SITE CONTACT (NAME & PHONE NO.): <u>Tony Hopson 865-974-2441</u>
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<b>* Reason for REQUEST *</b> Check item(s) that best describe current situation and need <b>* Must attach either letter of justification/explanation or Office Space Needs Worksheet to address both the reason and the action requested *</b> Current Space: <input type="checkbox"/> State Owned <input type="checkbox"/> Leased <input checked="" type="checkbox"/> Other Reflects Space: <input type="checkbox"/> Increase <input type="checkbox"/> Decrease <input checked="" type="checkbox"/> No Change <input type="checkbox"/> Lease Expiration <input type="checkbox"/> New Unit Activated <input type="checkbox"/> Staff Reorganization: <input type="checkbox"/> Reconfigure Existing Staff Only (OR) <input type="checkbox"/> Staff Increase <input type="checkbox"/> Decrease From: _____ To: _____ <input type="checkbox"/> File / Storage / Equipment Space Need <input type="checkbox"/> Unresolved Tenant-Landlord Issue <input checked="" type="checkbox"/> Other Reason: <u>Space currently used under Operating Agreement</u>	<b>* ACTION REQUESTED *</b> Check item(s) that will best meet need <input type="checkbox"/> Terminate Existing Lease <input type="checkbox"/> Amend (OR) <input type="checkbox"/> Hold-Over Existing Lease <input checked="" type="checkbox"/> Initiate Action for New Lease <input checked="" type="checkbox"/> Unique and Special Requirement (TCA 12-2-114) <input type="checkbox"/> Desire Space Assignment in State Owned Building <input type="checkbox"/> Make Alteration to Current Space for Accommodating Need <input type="checkbox"/> Contact Landlord and/or DGS on Behalf of Tenant <input type="checkbox"/> Other Action: (Cost estimate, planning consultation, etc.)
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**Current Data**
 Current SF = 29,364 Current Lease Number: NA FRF Cost Center: NA Current Lease Expiration Date: NA
**TYPE OF SPACE NEEDED (Check all that apply)**
☐ Office ☐ Land ☐ Airport Facilities  
☐ Warehouse ☐ House (Living Quarters) ☒ Educational Facilities ☐ Other: \_\_\_\_\_
**NEW LOCATION CONSIDERATIONS**
 Location (County/City) and Boundaries if Required\*: NA
**\* Must attach justification letter for special boundaries \***
 Cost Estm: 29,364 SF x \$14.00 (FRF Rate) = \$411,096 // 29,364 SF x \$15.29 (A-87 Rate) = \$448,975

 Lease Term: 5 Years Commencing June 1, 2020 ; Ending May 30, 2025
☐ Cancellation upon ☒ **Lack of funding** (OR) ☐ No Cancellation ☐ Option to Purchase

☒ **Parking N/A** (OR) ☐ Parking spaces desired to accommodate ☐ staff ( approximate no. \_\_\_\_\_ ) ☐ clients ( approx. no.: \_\_\_\_\_ )

 Other Considerations: See Executive Summary
**ATTACHMENTS (Check all that apply)**
☐ Office Space Needs Worksheet\* ☒ Lead Sheet ☐ Photo ☒ Other: Executive Summary  
☐ Justification / Explanation Letter\* ☐ Other: ☒ Map ☒ Other: Lease Agreement
**REQUESTING AGENCY AUTHORIZATION**
 Digitally signed by Austin Oakes 3/23/2020 | 12:57:36  
 4469AA6749F4400... Signature Title Date  
☒ Fiscal Office Review Funding Source: Plant Funds (Non-Aux) (A) ☒ Planned Budget Item ☐ Unplanned Budget Item



March 23, 2020

To: David Miller, Chief Financial Officer

From: Tony Hopson, Director Real Property and Space Administration

#### JUSTIFICATION FOR UNIQUE SPACE– UTM-Parsons Decatur County Education Foundation

The Parsons Center, one of UT Martin's five off-campus sites offers a variety of undergraduate courses supporting bachelor's degree requirements in more than 80 specialized programs, including education, nursing, criminal justice, history, social work, political science, psychology, and interdisciplinary studies. The center also offers a variety of general education undergraduate courses designed to accommodate students who wish to begin working toward a degree close to home.

The Parsons Center (Center) was built for the University's use in 2009, the result of the joint construction project by The Ayers Foundation, City of Parsons and Decatur County. The facility currently includes 29,364 +/- square feet of general classroom space, a nursing lab, conference room, computer lab, student lounge, bookstore, science lab, administrative offices, library and distance-learning classroom.

In 2009, the University entered into a ten (10) year operating agreement with the City of Parsons to offer higher education opportunities and manage and operate the Center. This agreement was later assigned to the Parsons-Decatur County Higher Education Foundation (PDCHEF).

The State legislature appropriates \$200,000 annually to the Parsons Center to be used in the development of the Center. In 2011, the legislature approved the transfer of the funds to the PDCHEF.

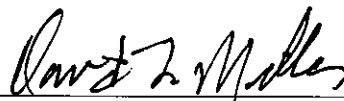
The current payment for use of the facility is based on the number of full time equivalent (FTE) students. This approach allowed time for start-up of the Center and recruitment of students. Under this arrangement, no payment was due if the FTE count was less than 160. Once the FTE's exceeded 160, the payment was set at \$1,000 per FTE including fractional FTE's. Today the number of FTE's exceed 340 and enrollment has stabilized.

The University is proposing to move to a lease agreement. The proposed lease term is five (5) years and the University will have the right to extend the lease for one (1) additional five (5) year period. The rental rate is \$13.31 per square foot or \$390,834.84 in the first year. The rent increases two (2) per cent per year. The University is responsible for the payment of one-half the utilities cost, janitorial and landscaping.

The lease can be terminated for convenience for 120 days-notice.

This facility was built specifically for the University's use as an off-campus site for course offerings. The configuration of the building including classrooms, lab space, study areas, library, etc. are well suited for this use. All equipment, infrastructure and furniture/fixtures/equipment are in place. The building is in good condition and has established a positive presence for UT Martin in this area and provides educational opportunities in a rural area. Approval is requested to lease space as described above with waiver of advertisement.

I have reviewed and approve this request.



David L. Miller  
Senior Vice President and  
Chief Financial Officer

### CERTIFICATION OF FUNDS

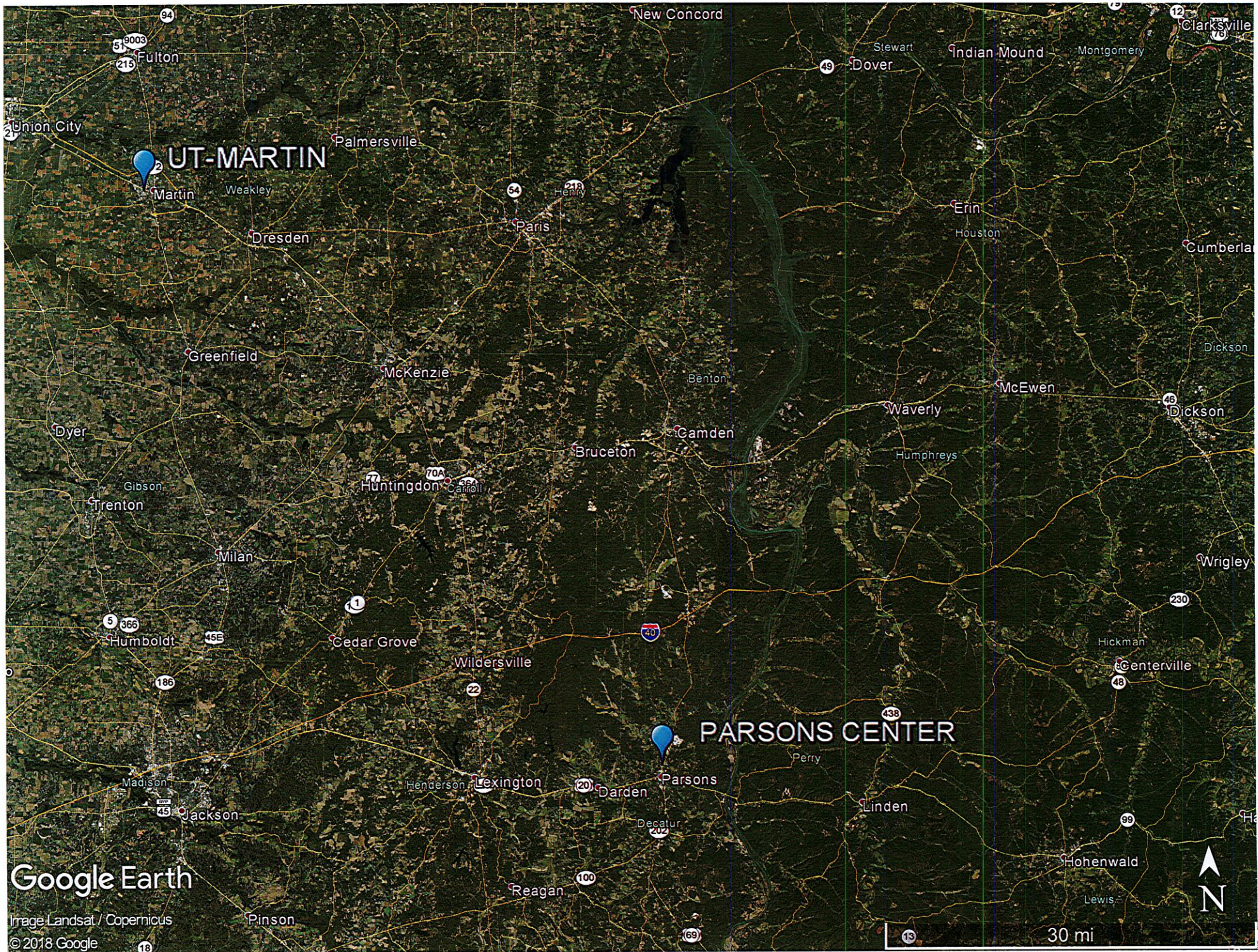
Please be advised that The University of Tennessee has adequate resources that are not encumbered or otherwise obligated from which to make related payments in accordance with the real property lease with **Parsons Decatur County Education Foundation** in the amount of **Four hundred forty-eight thousand nine hundred seventy-five dollars and 56/100 (\$448,975.56) per year.**



David L. Miller  
Senior Vice President and  
Chief Financial Officer

Date: 3/23/2020





Google Earth

Image Landsat / Copernicus  
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AGENCY:

ALLOTMENT CODE:

COST CENTER:

This Instrument Prepared By:

University of Tennessee

Real Property and Space Administration

5723 Middlebrook Pike

Knoxville, TN 37996

LE NO.

LEASE

1. Date of this Lease:

Name and Address of Building:  
UT Martin Parsons Center  
975 Tennessee Avenue  
Parsons, TN 38363

2. Tenant: University of Tennessee

Landlord Name and Address:  
Parsons-Decatur County Higher Education Foundation

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: 29,364

5. Term of Lease: 5 year(s) and 0 month(s)  
Commencement Date of Lease Term  
(and of the obligations hereunder): April 1, 2020  
Expiration Date of Lease Term: March 30, 2025  
Tenant shall have the right to extend this Lease for one (1) additional five (5) year period by providing one years prior written notice.

6. Termination for Convenience: Tenant may terminate this Lease at any time by giving written notice to Landlord at least 120 days prior to the date the termination becomes effective.

Monthly Rental Installments Table		
7. Lease Year(s)	Annual Rental	Rental Rate Per Rentable Square Foot
1	\$390,834.84	\$13.31
2	\$398,651.54	\$13.58
3	\$406,624.57	\$13.85
4	\$414,757.06	\$14.12
5	\$423,052.20	\$14.41

8. Utilities & Services:

☐ All utilities are included in the Monthly Rental Installments.

☒ The following utilities are not included in the Monthly Rental Installments: See Section 3A of Exhibit A.

☐ Tenant is solely responsible for payment of the following separately metered utilities: ☐ electric ☐ gas ☐ water/sewer

☒ Janitorial services are not included in the Monthly Rental Installments.

9. Improvements (check any that apply): Leasehold Improvement Allowance: \$ NA per Rentable Square Foot

☐ A. Existing Space (New Tenant or Renewal)

☐ B. Landlord to build out space pursuant to Exhibit

10. ☐ This Lease is a sublease pursuant to that certain dated effective by and between, as landlord, and Landlord, as tenant. If not checked, this paragraph is not applicable.

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

Exhibit A -- Lease Standard Terms and Conditions; Exhibit B -- Floor Plan;

☐ Other -- Exhibit C -- Scope of Services for Education Opportunities Offered; ☐ Other -- Exhibit D --

LANDLORD:

By:

Date:

Name:

Title:

TENANT: UNIVERSITY OF TENNESSEE

By:  
Austin Oakes, Executive Director

Date:

By:  
Herbert H. Slatery III, Attorney General & Reporter  
(For Form and Legality)

Date:

(Notary Acknowledgements Attached)

LANDLORD NOTARY

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

Before me, \_\_\_\_\_, Notary Public in and for the County and State aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself/herself to be, the within named Landlord, and that he/she, executed the foregoing instrument for the purposes therein contained

Witness my hand and seal, at office in \_\_\_\_\_, Tennessee, this the \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

TENANT NOTARY

STATE OF TENNESSEE  
COUNTY OF KNOX

Before me, \_\_\_\_\_, Notary Public in and for the County and State aforesaid, personally appeared **Austin Oakes**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be **Executive Director of the University 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 University of Tennessee, by himself as Interim Executive Director of the University of Tennessee.

Witness my hand and seal, at office in Knoxville, Tennessee, this the \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

## EXHIBIT A

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, classroom, lab and any other purpose permissible under applicable law (the "Permitted Use"). Landlord further represents and warrants to Tenant that to Landlord's actual knowledge, without inquiry, (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 Annual Rental Installments for the Lease of the Leased Premises shall be payable in advance on October 1, 2020 of each year following the Commencement Date during the term hereof to Landlord at Landlord's address as set forth on the Lease, provided Landlord has submitted a completed the ACH Form (as defined below) to Tenant. Landlord shall not invoice Tenant for services until Landlord has completed this form and submitted it to Tenant. The Annual Rental Installments shall be prorated for any partial calendar month during the Term. Any Annual Rental Installment received more than 30 days past its due date shall be subject to a penalty equal to 5% of the amount past due. Such penalty shall be due and payable within 30 days after receipt of notice from Landlord.

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

1. Landlord shall complete, sign and present to Tenant an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by Tenant. By doing so, Landlord acknowledges and agrees that, once said form is received by Tenant, all payments to Landlord, under this or any other contract Landlord has with Tenant shall be made by Automated Clearing House (ACH).

2. Landlord shall complete, sign and present to Tenant a "Substitute W-9 Form" provided by Tenant. The taxpayer identification number detailed by said form must agree with Landlord's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this 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:

If enrollment reaches 409 Full Time Equivalent (FTE) students, Landlord and Tenant shall share in the payment of the actual costs of utilities, each paying one-half of the amount billed each month. If enrollment is less than 409 FTE students, Landlord will pay the actual cost of utilities. Utilities include electrical, gas, water and sewer, heat, ventilation, and air conditioning in capacities sufficient for the Permitted Use. Electrical, gas, water and sewer must be provided on a 24 hours per day, 7 days a week basis. Heat, ventilation and air conditioning must be provided at least during the hours of 6:00am-7:00pm, Monday through Friday and as needed on nights and weekend to support Tenant's use of the Premises; provided, however, that the temperature of the telecom closet on the Leased Premises at all times shall be maintained between 64 and 75 degrees with a relative humidity range of 30-55%.

#### 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 similar 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. "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 required to maintain, inspect, repair and replace any equipment or fixtures installed by Tenant on the Leased

Premises (the "Tenant Maintenance"). Notwithstanding anything to the contrary, Tenant shall be responsible for the cost of routine landscaping charges incurred by Landlord, if any. Landlord shall, not more often than annually during the Term, submit an invoice to Tenant for landscaping costs incurred by Landlord for the previous year, along with substantiation thereof, and Tenant shall remit same to Landlord within 30 days of receipt of such invoice.

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 University of Tennessee.

E. Intentionally deleted.

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. **TENANT'S OBLIGATIONS.** In addition to the said rent to be paid, Tenant also agrees to pay directly during the term of the Lease, commencing on the Commencement Date, the following items of expense as the same become due and payable:

- A. The cost to service, keep and maintain the interior, including fixtures, doors, interior walls and appurtenances in good condition, repair and working order.
- B. All service costs and installations of all telephone or data services.

5. **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.

6. **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) 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 (e) any default by Landlord which is not adequately remedied in accordance with **Section 8** hereof. Notwithstanding the foregoing, all terms and conditions of the Lease are made subject to the continued appropriations by the appropriate Legislative Body.

7. **ENVIRONMENTAL PROVISIONS.** Landlord represents, without inquiry or investigation of any kind, to its actual knowledge, 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 at the Commencement Date, 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.

8. **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 use its good and faithful 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 the rent next 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.

9. 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.

10. 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. 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 Lease Proposal Package from which this lease originated and the Landlord’s response to the Lease Proposal Package (collectively, the “Proposal Package”) is hereby incorporated in the Lease; provided, however, that in the event of any conflict between the terms of the Proposal Package and the Lease, the terms of the Lease shall control.

11. 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.

12. 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tenant to: University of Tennessee  
301 Andy Holt Tower  
Knoxville, TN 37996, 312 Rosa L. Parks Avenue, 22<sup>nd</sup> Floor, Nashville, Tennessee 37243.

13. 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.



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

15. 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.

16. COMPLIANCE WITH LAWS. Landlord represents and warrants to Tenant that as of the date of execution of this Lease, that Landlord has received no written notice from any party that the Building does not comply with the provisions of the Americans with Disabilities Act (ADA) in all material respects. Landlord hereby indemnifies and holds harmless Tenant from and against all costs, liabilities, and causes of action to the extent occurring or arising from 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. Landlord shall provide all life safety equipment, including but not limited to, fire extinguishers and smoke alarms, in compliance with applicable municipal building codes.

17. 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.

18. 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.

19. SPACE AUDIT. Landlord certifies that the rentable square feet set forth in the Lease is accurate to the best of its knowledge. Tenant reserves the right to perform physical measurements of the Leased Premises and adjust the Monthly Rental Installments proportionally based upon such measurements. Tenant shall use the current Building Owner's and Manager's Association standards of measurements for either single or multi-tenant occupancy, whichever is applicable.

20. 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.

21. As part of Tenant's use of the Premises, Tenant shall provide higher education opportunities in the Decatur County service area. Exhibit C, Scope of Services outlines responsibilities of Tenant and Landlord in meeting this requirement. The uses set out on Exhibit C shall constitute the permitted uses to which Tenant may put the Premises. The parties agree that Landlord shall not be responsible for provision of such services.

**EXHIBIT B  
FLOOR PLAN**

To Be Added prior to execution

EXHIBIT C  
Scope of Services for Education Opportunities Offered

- 1.0 Policy. The overall policy making and administration of the operation of the Parsons Center will be the responsibility of the Office of Educational Outreach (OEO) of Tenant. All such policies will be governed by and conform to the policies of Tenant.
- 2.0 Academic. Tenant will have exclusive responsibility to develop an academic program of instruction, hire Administrative and teaching staff, develop needs assessments, coordinate courier service, and arrange collaborative agreements with other higher education institutions and train providers to fully meet the needs of Parsons.
- 3.0 Non-Degree programs and Public Service. Tenant will coordinate and administer all non-degree Programs and service activities conducted at the Center. These non-degree activities will address the needs of area businesses and industries, special groups, and the general public. A concentrated effort will be made to incorporate existing non-degree programs offered in the Parsons area into the offerings of the Center
- 4.0 Student Status. Students enrolled in Tenant courses at the Center will be considered Tenant's students and shall meet Tenant's admission requirements. All academic rules, regulations and degree requirements in the appropriate Tenant catalog are applicable. Such student shall pay Tenant tuition and fees as determined by the Tenant.
- 5.0 Control of Facility. Tenant will be issued keys by Parsons and will be responsible for the control and security of the facilities during established hours of operation. Tenant will have at least one responsible faculty or staff member present at the Center at all time during normal operating hours of the Center as well as for any after-hours uses that are Tenant sponsored or approved.
- 6.0 Staffing. Tenant will employ a full-time Director to manage the Center, a program resource specialist, a library resource specialist, a custodian, and faculty (full and part-time) and other necessary staffing to manage the center operation and teach courses. Tenant shall be considered the employer of all Tenant staff and faculty for all purposes.
- 7.0 Library Materials. Tenant will purchase and place library resource materials for use by students in courses at the Center.
- 8.0 Financial Aid. Tenant's Financial Aid Office will visit the Center once each semester and provide counsel and help via brochures, website, toll-free phone calls, etc. to students and prospective students seeking financial aid at the Center. However, this does not include seeing to establish a financial aid consortium between Tennessee educations institutions.
- 9.0 Books. For convenience, classroom books for students may be purchased online thru the Barnes and Nobles campus website.
- 10.0 Operating Schedule. Credit and non-credit courses will be offered year-round. Tenant will schedule credit and no-credit program/course offerings to best maximize the Center's usage and schedule offerings Mondays through Fridays and on weekends to best accommodate student needs. Tenant's normal operating schedule will be followed, including holidays and closings. Closings due to inclement weather shall be determined by Tenant and communicated as broadly as possible in Parsons.
- 11.0 Supplies and Operating Expenses. Tenant will provide the normal supplies and operating expenses for educational activities provided at the Center, including but not limited to janitorial services.
- 12.0 Unlawful Practices. Tenant shall not permit unlawful practices of any kind on the Premises.