

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**INVOCATION** – Chaplain Joe Creek

**ROLL CALL**

**PRESENTATION**

B.J. Worthington – Update

**APPROVAL OF SEPTEMBER 9, 2013 MINUTES**

**VOTE ON ZONING RESOLUTIONS**

**CZ-8-2013:** Application of Jo Ellen O’Connor / Bill Wilson from R-1 to R-1A

**CZ-9-2013:** Application of Shirley Bryan from AG to E-1

**VOTE ON OTHER RESOLUTIONS**

**13-10-1:** Resolution to Accept Grant Funds from the Bureau of Justice Assistance of the United States Department of Justice for the 2014 Byrne Justice Assistance Grant (JAG) Program

**13-10-2:** Resolution Authorizing Additional Funds for the Completion of Emergency Medical Service Station 23 on Ussery Road South

**13-10-3:** Resolution to Amend the Budgets of Various Funds for Fiscal Year 2014 in Certain Areas of Revenues and Expenditures

**13-10-4:** Resolution of the Montgomery County Board of Commissioners Authorizing the Acceptance of Grant Funds from the Tennessee Department of Transportation, Division of Governor’s Highway Safety Office

- 13-10-5:** Resolution Authorizing the Application of Grant Funds from the Tennessee Department of Environment and Conservation Division of Solid Waste Assistance
- 13-10-6:** Resolution of the Montgomery County Board of Commissioners Supporting a Local Incentive for a Major Manufacturing Company
- 13-10-7:** Resolution of the Montgomery County Board of Commissioners Approving a Site Location and Development Agreement Between the State of Tennessee; the Industrial Development Board of the County of Montgomery, Tennessee; Montgomery County, Tennessee; the City of Clarksville, Tennessee; and a Major Manufacturing Company, to Establish a Manufacturing Facility in the Clarksville-Montgomery County Corporate Business Park

### **UNFINISHED BUSINESS**

### **REPORTS**

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

### **REPORTS FILED**

1. Adequate Facilities Tax Report and Permit Revenue Report for September, 2013
2. Highway Department – 2013 County Road List **(requires approval)**
3. Accounts & Budgets – Monthly Report
4. Trustee's Report

### **NOMINATING COMMITTEE NOMINATIONS** – Loretta Bryant, Chairperson

### **ANNOUNCEMENTS**

1. **Save the Date:** The 2014 Legislative Reception is scheduled for Tuesday, December 10, at 5:00 p.m. in the large conference room. Please make plans to attend.

### **ADJOURN**

**RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF  
COMMISSIONERS  
AMENDING THE ZONE CLASSIFICATION OF THE PROPERTY OF  
JO ELLEN O'CONNOR / BILL WILSON**

WHEREAS, an application for a zone change from R-1 Single-Family Residential District to R-1A Single-Family Residential District has been submitted by Jo Ellen O'Connor / Bill Wilson and

WHEREAS, said property is identified as County Tax Map 082, parcel 13.01, 10.00 & 17.00, containing 4.39 +/- acres, situated in Civil District 13, located at the terminus of Austin Brian Court.; and

WHEREAS, said property is described as follows:

Beginning at an old iron pin in the north margin of Austin Bryan Court, said iron pin being the southwest corner of lot # 9, Wilson Way Estates, Section 1A and also being North 79 degrees 42 minutes 51 seconds west 785.38 feet from the centerline intersection of Sango Rd. and Austin Bryan Ct., thence said margin north 81 degrees 10 minutes 24 seconds west 80.00 feet to an old iron pin; thence crossing the end of Austin Bryan Ct. south 08 degrees 49 minutes 36 seconds west 40 feet to an old iron pin in the south margin of Austin Bryan Ct.; thence along said margin south 81 degrees 10 minutes 24 seconds east 85.00 feet to an old iron pin in the northwest corner of lot # 12 Wilsonway Estates, Section 1A; thence leaving said margin south 08 degrees 49 minutes 36 seconds west 161.56 feet to an old iron pin; thence along Billy Wilson, Jr. property north 80 degrees 08 minutes 02 seconds west 85.02 feet to an old iron pin; thence south 09 degrees 04 minutes 24 seconds west 124.52 feet to an old iron pin; thence along the Roberts property North 80 degrees 08 minutes 16 seconds west 144.68 feet to an old iron pin; thence along the Gibbs property north 80 degrees 10 minutes 22 seconds west 200.08 feet to an old iron pin; thence along the Bagwell property north 09 degrees 12 minutes 17 seconds east 466.80 feet to an old iron pin; thence along the Porter Hills Subdivision south 83 degrees 03 minutes 30 seconds east 422.39 feet to an old iron pin the northwest corner of Lot # 9 Wilsonway Estates Section 1A thence south 08 degrees 49 minutes 36 seconds west 162.25 feet to the point of beginning, subject tract containing 4.36 +/- acres (Tax Map 82-13.01 Tax Map 82 Parcels J-D-10 & 17)

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

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of County Commissioners assembled in regular session on this 14th day of October, 2013, that the zone classification of the property of Jo Ellen O'Connor / Bill Wilson from R-1 to R-1A is hereby approved.

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

Sponsor   
Commissioner   
Approved \_\_\_\_\_

County Mayor

Attested: \_\_\_\_\_  
County Clerk

**RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF  
COMMISSIONERS  
AMENDING THE ZONE CLASSIFICATION OF THE PROPERTY OF  
SHIRLEY BRYAN**

WHEREAS, an application for a zone change from AG Agricultural District to E-1 Single-Family Estate District has been submitted by Shirley Bryan and

WHEREAS, said property is identified as County Tax Map 035, parcel 002.07, containing 1.1 +/- acres, situated in Civil District 13, fronting on the north/west side of the Dudley Rd. ROW 1,700 +/- feet east of the Buck Rd. & Dudley Rd. intersection.; and

WHEREAS, said property is described as follows:

Beginning in a point in the west ROW of Dudley Rd. said point being the southeast corner of the David E. Tanner property and the northeast corner of the subject tract, thence in a westerly direction 330+/- feet with the south boundary of the Tanner property to a point said point being the northeast corner of the Roland E. Hampton property, thence in a southerly direction 164 +/- feet with the east boundary of the Hampton property to a point, said point being the northwest corner of the Shirley Bryan property, thence in a easterly direction 330 +/- feet with the north boundary of the Bryan property to a point, said point being in the west ROW of Dudley Rd. and the southeast corner of the subject tract, thence in a northerly direction 164 +/- feet with the west ROW of Dudley Rd. to the point of beginning. Said tract containing 1.1 +/- acres (Tax Map 035 Parcel 2.07)

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

NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Board of County Commissioners assembled in regular session on this 14th day of October, 2013, that the zone classification of the property of Shirley Bryan from AG to E-1 is hereby approved.

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

Sponsor David A. Papp  
Commissioner Mark H. ...  
Approved \_\_\_\_\_

County Mayor

Attested: \_\_\_\_\_  
County Clerk

**RESOLUTION TO ACCEPT GRANT FUNDS FROM THE BUREAU OF JUSTICE ASSISTANCE OF THE UNITED STATES DEPARTMENT OF JUSTICE FOR THE 2014 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM**

**WHEREAS**, the United States Department of Justice, Bureau of Justice Assistance has awarded a \$58,032.00 Justice Assistance Grant (JAG) for fiscal year 2014, to be divided equally between the City of Clarksville and Montgomery County for various law enforcement projects, including the monthly service for mobile data terminals and associated wireless cellular, data equipment; and

**WHEREAS**, the divided amount of \$29,016.00 to Montgomery County will support the continued use of mobile cellular, data services and equipment, therefore maintaining a Deputy Sheriff's ability to access critical information and communicate in remote environments.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Montgomery County, Tennessee, meeting this the 14<sup>th</sup> day of October, 2013, that:

**SECTION 1.** Montgomery County hereby accepts \$29,016.00 from the United States Department of Justice, Bureau of Justice Assistance for the purposes herein stated and detailed below:

<b>Direct Federal Revenue</b>	<b>101-54110-00000-54-47590-G1460</b>	<b>\$29,016.00</b>
<b>Communication</b>	<b>101-54110-00000-54-53070-G1460</b>	<b>\$20,000.00</b>
<b>Supplies and Materials</b>	<b>101-54110-00000-54-54990-G1460</b>	<b>\$ 9,016.00</b>

**SECTION 2.** There is no required match; an interagency agreement between the City of Clarksville and Montgomery County has been legally adopted through Resolution 13-7-6 on the 8<sup>th</sup> day of July, 2013; and no requirement that these projects be continued under the terms of the block grant at its expiration. This resolution shall take effect upon its adoption.

**Duly passed and approved this 14<sup>th</sup> day of October, 2013.**

**Sponsor** \_\_\_\_\_

**Commissioner** \_\_\_\_\_

**Approved** \_\_\_\_\_

**County Mayor**

**Attest** \_\_\_\_\_

**County Clerk**

**RESOLUTION AUTHORIZING ADDITIONAL FUNDS FOR THE COMPLETION OF EMERGENCY MEDICAL SERVICE STATION 23 ON USSERY ROAD SOUTH**

**WHEREAS**, additional funding is needed to award the bid for construction for EMS Station 23 at the Cumberland Heights Elementary School property on Ussery Road South to include costs associated with new construction; and

**WHEREAS**, the project includes the construction of a new 4,330 square foot Emergency Medical Service building and all associated site improvements including earthwork, drainage, site utilities, walkways and paved parking areas, at a total low bid cost of \$633,399.00, which was received on August 29, 2013 and is valid for 45 days from the date of the bid opening (October 12, 2013); and

**WHEREAS**, the 2014 fiscal year budget included \$550,000, appropriated in the Capital Projects (171) fund, for replacement of EMS Station 23 that sustained heavy damage due to fire in February 2013; and

**WHEREAS**, in February of 2013, \$50,000.00 was transferred into this project to immediately begin the design process to replace the damaged facility, and \$44,950.00 has been expended to date; and

**WHEREAS**, the additional funding will be used in conjunction with the FY13 and FY14 appropriations, adopted by Resolution **12-6-6**, for the EMS Station 23 construction project.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners meeting in regular session on this 14<sup>th</sup> day of October, 2013, that \$175,000.00 is appropriated for the EMS Station 23 construction project.

**BE IT FURTHER RESOLVED** that Montgomery County will hereby appropriate funds for the construction project from the Capital Projects fund balance created by the unappropriated premium of the 2014 bond issue.

**Duly passed and approved this the 14<sup>th</sup> day of October, 2013.**

**Sponsor** \_\_\_\_\_

**Commissioner** \_\_\_\_\_

**Approved** \_\_\_\_\_

**County Mayor**

**Attested** \_\_\_\_\_

**County Clerk**

**RESOLUTION TO AMEND THE BUDGETS  
OF VARIOUS FUNDS FOR FISCAL YEAR 2014  
IN CERTAIN AREAS OF REVENUES AND EXPENDITURES**

**WHEREAS**, the Director of Accounts and Budgets has performed continuing reviews of the status of funding needs and the receipts of revenues anticipated in support of the various budgets; and

**WHEREAS**, the County Commission desires to appropriate funding to these expenditure accounts from various sources including revenues, designated fund balances, and/or other sources within the funds in which those accounts operate.

**NOW THEREFORE BE IT RESOLVED**, by the Montgomery County Board of Commissioners, assembled in regular business session this 14<sup>th</sup> day of October, 2013 that the budgets for various funds for FY14 be amended as to revenues and expenditures, according to the attached Account Schedule 1.

**Duly passed and approved this 14<sup>th</sup> day of October, 2013.**

Sponsor *Eunne J Hester*

Commissioner *Joe / Aub*

Approved \_\_\_\_\_  
County Mayor

Attested \_\_\_\_\_  
County Clerk

**Montgomery County Government**

**Schedule 1**

**General Fund Budget**

<i>2013-2014 Budget as of 9/17/13</i>	<i>Proposed Increase (Decrease)</i>	<i>2013-2014 Amended Budget</i>
---	---	---

**ESTIMATED REVENUES**

**Local Taxes**

40110 CURRENT PROPERTY TAX	30,132,000	-	30,132,000
40120 TRUSTEE'S COLLECTIONS - PYR	900,000	-	900,000
40140 INTEREST & PENALTY	200,000	-	200,000
40161 PMTS IN LIEU OF TAXES - T.V.A.	763	-	763
40162 PMTS IN LIEU OF TAXES -UTILITY	925,000	-	925,000
40163 PMTS IN LIEU OF TAXES - OTHER	1,212,327	-	1,212,327
40220 HOTEL/MOTEL TAX	1,200,000	-	1,200,000
40250 LITIGATION TAX - GENERAL	413,000	-	413,000
40260 LITIGATION TAX-SPECIAL PURPOSE	65,000	-	65,000
40270 BUSINESS TAX	1,000,000	-	1,000,000
40320 BANK EXCISE TAX	115,000	-	115,000
40330 WHOLESALE BEER TAX	420,000	-	420,000
40350 INTERSTATE TELECOMMUNICATIONS	2,600	-	2,600
<b>Total Local Taxes</b>	<b>36,585,690</b>	<b>-</b>	<b>36,585,690</b>

**Licenses and Permits**

41120 ANIMAL REGISTRATION	22,800	-	22,800
41130 ANIMAL VACCINATION	4,000	-	4,000
41140 CABLE TV FRANCHISE	200,000	-	200,000
41520 BUILDING PERMITS	350,000	-	350,000
41540 PLUMBING PERMITS	10,000	-	10,000
41590 OTHER PERMITS	57,000	-	57,000
<b>Total Licenses and Permits</b>	<b>643,800</b>	<b>-</b>	<b>643,800</b>

**Fines, Forfeitures and Penalties**

42110 FINES	11,500	-	11,500
42120 OFFICERS COSTS	32,000	-	32,000
42141 DRUG COURT FEES	4,000	-	4,000
42150 JAIL FEES CIRCUIT COURT	26,000	-	26,000
42190 DATA ENTRY FEES -CIRCUIT COURT	11,300	-	11,300
42191 COURTROOM SECURITY - CIRCUIT	9,600	-	9,600
42192 CIRCUIT COURT VICTIMS ASSESS	6,100	-	6,100
42310 FINES	134,000	-	134,000
42311 FINES - LITTERING	600	-	600
42320 OFFICERS COSTS	183,000	-	183,000
42330 GAME & FISH FINES	1,000	-	1,000
42341 DRUG COURT FEES	15,000	-	15,000
42350 JAIL FEES GENERAL SESSIONS	220,000	-	220,000
42380 DUI TREATMENT FINES	30,000	-	30,000
42390 DATA ENTRY FEE-GENERAL SESS	48,000	-	48,000
42392 GEN SESSIONS VICTIM ASSESSMNT	69,250	-	69,250
42410 FINES	2,750	-	2,750
42420 OFFICER COSTS	2,000	-	2,000
42450 JAIL FEES	32,000	-	32,000
42490 DATA ENTRY FEE-JUVENILE COURT	6,425	-	6,425
42520 OFFICERS COSTS	30,000	-	30,000
42530 DATA ENTRY FEE -CHANCERY COURT	2,000	-	2,000
42610 FINES	2,500	-	2,500
42641 DRUG COURT FEES	20,000	-	20,000
42900 OTHER FINES/FORFEITURE/PENALTY	5,100	-	5,100
<b>Total Fines, Forfeitures and Penalties</b>	<b>904,125</b>	<b>-</b>	<b>904,125</b>

**Charges for Current Services**

43120 PATIENT CHARGES	4,800,000	-	4,800,000
-----------------------	-----------	---	-----------



# Montgomery County Government

## Schedule 1

### General Fund Budget

	2013-2014 Budget as of 9/17/13	Proposed Increase (Decrease)	2013-2014 Amended Budget	
43140 ZONING STUDIES	4,500	-	4,500	
43190 OTHER GENERAL SERVICE CHARGES	45,000	-	45,000	
43340 RECREATION FEES	6,000	-	6,000	
43350 COPY FEES	5,950	-	5,950	
43365 ARCHIVE AND RECORD MANAGEMENT	369,600	-	369,600	
43366 GREENBELT LATE APPLICATION FEE	300	-	300	
43370 TELEPHONE COMMISSIONS	105,000	-	105,000	
43380 VENDING MACHINE COLLECTIONS	55,000	-	55,000	
43392 DATA PROCESSING FEES -REGISTER	75,000	-	75,000	
43393 PROBATION FEES	12,000	-	12,000	
43394 DATA PROCESSING FEES - SHERIFF	30,000	-	30,000	
43395 SEXUAL OFFENDER FEE - SHERIFF	10,000	-	10,000	
43396 DATA PROCESSING FEE-COUNTY CLK	13,200	-	13,200	
43990 OTHER CHARGES FOR SERVICES	4,200	-	4,200	
<b>Total Charges for Current Services</b>	<b>5,535,750</b>	<b>-</b>	<b>5,535,750</b>	
<b>Other Local Revenues</b>				
44110 INTEREST EARNED	600,000	-	600,000	
44120 LEASE/RENTALS	655,639	-	655,639	
44140 SALE OF MAPS	1,000	-	1,000	
44170 MISCELLANEOUS REFUNDS	207,673	-	207,673	
44570 CONTRIBUTIONS & GIFTS	9,688	-	9,688	
44990 OTHER LOCAL REVENUES	687,355	-	687,355	
<b>Total Other Local Revenues</b>	<b>2,161,355</b>	<b>-</b>	<b>2,161,355</b>	
<b>Fees Received from County Officials</b>				
45510 COUNTY CLERK	1,500,000	-	1,500,000	
45520 CIRCUIT COURT CLERK	850,000	-	850,000	
45540 GENERAL SESSIONS COURT CLERK	1,400,000	-	1,400,000	
45550 CLERK & MASTER	340,000	-	340,000	
45560 JUVENILE COURT CLERK	191,250	-	191,250	
45580 REGISTER	1,000,000	-	1,000,000	
45590 SHERIFF	28,000	-	28,000	
45610 TRUSTEE	2,850,000	-	2,850,000	
<b>Fees Received from County Officials</b>	<b>8,159,250</b>	<b>-</b>	<b>8,159,250</b>	
<b>State of Tennessee</b>				
46110 JUVENILE SERVICES PROGRAM	493,011	-	493,011	
<b>101-54240-00000-54-46110-05253</b>	<b>85,000</b>	<b>9,000</b>	<b>94,000</b>	RECLASSIFY PER STATE AUDITORS - CHILD ADVOCACY
46210 LAW ENFORCEMENT TRAINING PROG	55,200	-	55,200	
43430 LITTER PROGRAM	70,700	-	70,700	
46810 FLOOD CONTROL	330	-	330	
46830 BEER TAX	17,500	-	17,500	
46840 ALCOHOLIC BEVERAGE TAX	175,000	-	175,000	
46851 STATE REVENUE SHARING - T.V.A.	1,500,000	-	1,500,000	
46880 BOARD OF JURORS	5,000	-	5,000	
46890 PRISONER TRANSPORTATION	22,000	-	22,000	
46915 CONTRACTED PRISONER BOARDING	1,580,000	-	1,580,000	
46960 REGISTRAR'S SALARY SUPPLEMENTS	15,164	-	15,164	
46980 OTHER STATE GRANTS	2,734,820	-	2,734,820	
<b>101-53330-00000-53-46980-G7010</b>	<b>50,000</b>	<b>20,000</b>	<b>70,000</b>	DRUG COURT GRANT INCREASED
<b>101-54240-00000-54-46980-05253</b>	<b>9,000</b>	<b>(9,000)</b>	<b>-</b>	RECLASSIFY PER STATE AUDITORS - CHILD ADVOCACY
46990 OTHER STATE REVENUES	10,800	-	10,800	
<b>Total State of Tennessee</b>	<b>6,823,525</b>	<b>20,000</b>	<b>6,843,525</b>	

**Federal Revenue**

**Montgomery County Government**  
**Schedule 1**  
**General Fund Budget**

	<i>2013-2014 Budget as of 9/17/13</i>	<i>Proposed Increase (Decrease)</i>	<i>2013-2014 Amended Budget</i>	
47235 HOMELAND SECURITY GRANTS	-	-	-	
<i>101-54490-00000-54-47235-G1150</i>	-	189,826	189,826	FY11 HOMELAND SECURITY GRANT CARRY FORWARD - RES 12-7-1
<i>101-54490-00000-54-47235-G1250</i>	-	112,713	112,713	FY12 HOMELAND SECURITY GRANT CARRY FORWARD - RES 13-2-1
47590 OTHER FEDERAL THROUGH STATE	206,825	-	206,825	
<i>101-54110-00000-54-47590-G1260</i>	-	2,564	2,564	SHERIFF'S FY11 BYRNE GRANT CARRY FORWARD
<i>101-54110-00000-54-47590-G1330</i>	-	28,496	28,496	SHERIFF'S CITI VIII GRANT CARRY FORWARD
<i>101-54110-00000-54-47590-G1360</i>	-	27,630	27,630	SHERIFF'S FY12 BYRNE GRANT CARRY FORWARD
47700 ASSET FORFEITURE FUNDS	7,000	-	7,000	
47990 OTHER DIRECT FEDERAL REVENUE	7,200	-	7,200	
<i>101-54110-00000-54-47990-G0001</i>	-	20,752	20,752	BULLETPROOF VEST GRANT CARRY FORWARD
<b>Total Federal Revenue</b>	<b>221,025</b>	<b>381,981</b>	<b>603,006</b>	
<b>Federal Revenue</b>				
48130 CONTRIBUTIONS	178,983	-	178,983	
48610 DONATIONS	87,939	-	87,939	
<b>Total Federal Revenue</b>	<b>266,922</b>	<b>-</b>	<b>266,922</b>	
<b>Non-Revenue Sources</b>				
49700 INSURANCE RECOVERY	-	-	-	
<i>101-51810-00000-51-49700</i>	-	2,773	2,773	LIGHTNING STORM-COURTS COMPLEX
<i>101-54110-00000-54-49700</i>	-	3,115	3,115	VEHICLE REPAIRS-SHERIFF'S DEPARTMENT
49800 OPERATING TRANSFERS	396,944	-	396,944	
<i>101-51810-00000-51-49800</i>	-	598	598	COURTHOUSE SECURITY RESERVES-COURTS COMPLEX
<i>101-51910-00000-51-49800</i>	45,915	340	46,255	ARCHIVES GENERAL RESERVES
<i>101-53400-00000-53-49800</i>	-	5,790	5,790	ARCHIVES & RECORDS FEE RESERVES-CHANCERY COURT
<i>101-53500-00000-53-49800-P0800</i>	-	20,000	20,000	VETERANS COURT RESERVES-JUVENILE COURT RES 13-5-5
<i>101-54210-00000-54-49800-G1380</i>	-	26,135	26,135	SCAAP RESERVES-JAIL
<b>Total Non-Revenue Sources</b>	<b>442,859</b>	<b>58,751</b>	<b>501,610</b>	
<b>TOTAL GENERAL FUND REVENUES</b>	<b>61,744,301</b>	<b>460,732</b>	<b>62,205,033</b>	

**Montgomery County Government**  
**Schedule 1**  
**General Fund Budget**

	<i>2013-2014 Budget as of 9/17/2013</i>	<i>Proposed Increase (Decrease)</i>	<i>2013-2014 Amended Budget</i>	
51100 COUNTY COMMISSION	252,393	-	252,393	
51210 BOARD OF EQUALIZATION	10,224	-	10,224	
51220 BEER BOARD	1,615	-	1,615	
51240 OTHER BOARDS & COMMITTEES	3,121	-	3,121	
51300 COUNTY MAYOR	459,945	-	459,945	
51310 HUMAN RESOURCES	340,303	-	340,303	
51400 COUNTY ATTORNEY	60,000	-	60,000	
51500 ELECTION COMMISSION	661,341	-	661,341	
51600 REGISTER OF DEEDS	430,728	-	430,728	
51720 PLANNING	303,364	-	303,364	
51730 BUILDING	182,210	-	182,210	
51750 CODES COMPLIANCE	657,292	-	657,292	
<b>101-51750-00000-51-55040</b>	-	<b>2,500</b>	<b>2,500</b>	DEDUCTIBLE BILLING
51760 GEOGRAPHICAL INFO SYSTEMS	164,005	-	164,005	
51800 COUNTY BUILDINGS	1,774,720	-	1,774,720	
51810 COURTS COMPLEX	1,094,832	-	1,094,832	
<b>101-51810-00000-51-53990</b>	<b>11,500</b>	<b>2,773</b>	<b>14,273</b>	PHONE REPAIRS-INSURANCE RECOVERY OFFSET
<b>101-51810-00000-51-54990</b>	<b>27,280</b>	<b>598</b>	<b>27,878</b>	ELECTRONIC SECURITY SAFES-COURTHOUSE SECURITY RESERVES
51900 OTHER GENERAL ADMINISTRATION	624,520	-	624,520	
51910 ARCHIVES	177,744	-	177,744	
<b>101-51910-00000-51-57090</b>	-	<b>340</b>	<b>340</b>	OFFICE SCANNER-ARCHIVES GENERAL RESERVES
52100 ACCOUNTS & BUDGETS	643,852	-	643,852	
52200 PURCHASING	292,474	-	292,474	
52300 PROPERTY ASSESSOR'S OFFICE	1,141,556	-	1,141,556	
52400 COUNTY TRUSTEES OFFICE	546,531	-	546,531	
52500 COUNTY CLERK'S OFFICE	1,988,108	-	1,988,108	
52600 INFORMATION SYSTEMS	1,612,082	-	1,612,082	
52900 OTHER FINANCE	50,550	-	50,550	
53100 CIRCUIT COURT	2,407,031	-	2,407,031	
53300 GENERAL SESSIONS COURT	662,355	-	662,355	
53330 DRUG COURT	-	-	-	
<b>101-53330-00000-53-51110-G7010</b>	<b>36,000</b>	<b>3,000</b>	<b>39,000</b>	DRUG COURT GRANT - PROBATION OFFICER
<b>101-53330-00000-53-52010-G7010</b>	<b>1,462</b>	<b>1,038</b>	<b>2,500</b>	DRUG COURT GRANT - SOCIAL SECURITY
<b>101-53330-00000-53-52040-G7010</b>	<b>2,000</b>	<b>3,800</b>	<b>5,800</b>	DRUG COURT GRANT - STATE RETIREMENT
<b>101-53330-00000-53-52060-G7010</b>	<b>38</b>	<b>(8)</b>	<b>30</b>	DRUG COURT GRANT - LIFE INSURANCE
<b>101-53330-00000-53-52120-G7010</b>	<b>500</b>	<b>70</b>	<b>570</b>	DRUG COURT GRANT - EMPLOYER MEDICARE
<b>101-53330-00000-53-53070-G7010</b>	-	<b>600</b>	<b>600</b>	DRUG COURT GRANT - COMMUNICATION
<b>101-53330-00000-53-53550-G7010</b>	<b>500</b>	<b>2,500</b>	<b>3,000</b>	DRUG COURT GRANT - TRAVEL
<b>101-53330-00000-53-53990-G7010</b>	<b>9,000</b>	<b>1,000</b>	<b>10,000</b>	DRUG COURT GRANT - OTHER CONTRACTED SERVICES
<b>101-53330-00000-53-54350-G7010</b>	-	<b>500</b>	<b>500</b>	DRUG COURT GRANT - OFFICE SUPPLIES
<b>101-53330-00000-53-54990-G7010</b>	<b>500</b>	<b>7,500</b>	<b>8,000</b>	DRUG COURT GRANT - OTHER SUPPLIES & MATERIALS
53400 CHANCERY COURT	526,807	-	526,807	
<b>101-53400-00000-53-57090</b>	-	<b>5,790</b>	<b>5,790</b>	DATA EXTRACTION-ARCHIVES & RECORDS FEE RESERVE
53500 JUVENILE COURT	1,053,328	-	1,053,328	
<b>101-53500-00000-53-53550-P0008</b>	-	<b>5,000</b>	<b>5,000</b>	TRAVEL-VETERANS COURT RESERVE - RES 13-5-5
<b>101-53500-00000-53-53990-P0008</b>	-	<b>5,000</b>	<b>5,000</b>	OTHER CONTRACTED SERVICES-VETERANS COURT RESERVE - RES 13-5-5
<b>101-53500-00000-53-54350-P0008</b>	<b>1,082</b>	<b>10,000</b>	<b>11,082</b>	OFFICE SUPPLIES-VETERANS COURT RESERVE - RES 13-5-5
53520 JUVENILE COURT CLERK	491,638	-	491,638	
53600 DISTRICT ATTORNEY GENERAL	46,300	-	46,300	
53610 OFFICE OF PUBLIC DEFENDER	7,725	-	7,725	
53700 JUDICIAL COMMISSIONERS	258,668	-	258,668	
53900 OTHER ADMINISTRATION/ JUSTICE	513,639	-	513,639	
53910 ADULT PROBATION SERVICES	921,684	-	921,684	
54110 SHERIFF'S DEPARTMENT	3,694,807	-	3,694,807	
<b>101-54110-00000-54-51060</b>	<b>2,591,143</b>	<b>187,862</b>	<b>2,779,005</b>	RECLASSIFY FROM JAIL - COURTS/HOLDING 7 DEPUTIES
<b>101-54110-00000-54-52010</b>	<b>310,189</b>	<b>10,849</b>	<b>321,038</b>	RECLASSIFY FROM JAIL - COURTS/HOLDING 7 DEPUTIES
<b>101-54110-00000-54-52040</b>	<b>759,265</b>	<b>26,921</b>	<b>786,186</b>	RECLASSIFY FROM JAIL - COURTS/HOLDING 7 DEPUTIES

# Montgomery County Government

## Schedule 1

### General Fund Budget

	2013-2014 Budget as of 9/17/2013	Proposed Increase (Decrease)	2013-2014 Amended Budget	
101-54110-00000-54-52060	3,331	135	3,466	RECLASSIFY FROM JAIL - COURTS/HOLDING 7 DEPUTIES
101-54110-00000-54-52070	1,035,553	41,904	1,077,457	RECLASSIFY FROM JAIL - COURTS/HOLDING 7 DEPUTIES
101-54110-00000-54-52120	72,545	2,538	75,083	RECLASSIFY FROM JAIL - COURTS/HOLDING 7 DEPUTIES
101-54110-00000-54-53380	48,050	3,115	51,165	VEHICLE REPAIRS-INSURANCE RECOVERY OFFSET
101-54110-00000-54-57160-G0001	-	20,752	20,752	BULLETPROOF VEST GRANT CARRY FORWARD
101-54110-00000-54-53070-G1260	-	2,564	2,564	SHERIFF'S FY11 BYRNE GRANT CARRY FORWARD
101-54110-00000-54-53070-G1360	-	13,000	13,000	SHERIFF'S FY12 BYRNE GRANT CARRY FORWARD
101-54110-00000-54-57080-G1360	-	14,630	14,630	SHERIFF'S FY12 BYRNE GRANT CARRY FORWARD
101-54110-00000-54-51870-G1330	-	21,451	21,451	SHERIFF'S CITI VIII GRANT CARRY FORWARD
101-54110-00000-54-52010-G1330	-	1,330	1,330	SHERIFF'S CITI VIII GRANT CARRY FORWARD
101-54110-00000-54-52040-G1330	-	3,138	3,138	SHERIFF'S CITI VIII GRANT CARRY FORWARD
101-54110-00000-54-52120-G1330	-	311	311	SHERIFF'S CITI VIII GRANT CARRY FORWARD
101-54110-00000-54-53490-G1330	-	51	51	SHERIFF'S CITI VIII GRANT CARRY FORWARD
101-54110-00000-54-53550-G1330	-	300	300	SHERIFF'S CITI VIII GRANT CARRY FORWARD
101-54110-00000-54-57990-G1330	-	1,915	1,915	SHERIFF'S CITI VIII GRANT CARRY FORWARD
54120 SPECIAL PATROLS	1,759,003	-	1,759,003	
54160 SEXUAL OFFENDER REGISTRY	13,340	-	13,340	
54210 JAIL	4,562,978	-	4,562,978	
101-54210-00000-54-51060	4,457,003	(187,862)	4,269,141	RECLASSIFY TO SHERIFFS DEPARTMENT - COURTS/HOLDING 7 DEPUTIES
101-54210-00000-54-52010	370,430	(10,849)	359,581	RECLASSIFY TO SHERIFFS DEPARTMENT - COURTS/HOLDING 7 DEPUTIES
101-54210-00000-54-52040	901,365	(26,921)	874,444	RECLASSIFY TO SHERIFFS DEPARTMENT - COURTS/HOLDING 7 DEPUTIES
101-54210-00000-54-52060	4,796	(135)	4,661	RECLASSIFY TO SHERIFFS DEPARTMENT - COURTS/HOLDING 7 DEPUTIES
101-54210-00000-54-52070	1,294,075	(41,904)	1,252,171	RECLASSIFY TO SHERIFFS DEPARTMENT - COURTS/HOLDING 7 DEPUTIES
101-54210-00000-54-52120	866,233	(2,538)	863,695	RECLASSIFY TO SHERIFFS DEPARTMENT - COURTS/HOLDING 7 DEPUTIES
101-54210-00000-54-54990-G1380	-	26,135	26,135	SCAAP GRANT CARRY FORWARD
54220 WORKHOUSE	1,767,290	-	1,767,290	
54230 COMMUNITY CORRECTIONS	483,873	-	483,873	
54240 JUVENILE SERVICES	213,358	-	213,358	
54310 FIRE PREVENTION & CONTROL	453,248	-	453,248	
54410 EMERGENCY MANAGEMENT	432,331	-	432,331	
54490 OTHER EMERGENCY MANAGEMENT	-	-	-	
101-54490-00000-54-53560-G1150	-	1,339	1,339	FY11 HOMELAND SECURITY GRANT CARRY FORWARD - RES 12-7-1
101-54490-00000-54-54990-G1150	-	1,188	1,188	FY11 HOMELAND SECURITY GRANT CARRY FORWARD - RES 12-7-1
101-54490-00000-54-57080-G1150	-	50,000	50,000	FY11 HOMELAND SECURITY GRANT CARRY FORWARD - RES 12-7-1
101-54490-00000-54-57990-G1150	-	137,299	137,299	FY11 HOMELAND SECURITY GRANT CARRY FORWARD - RES 12-7-1
101-54490-00000-54-54990-G1250	-	1,750	1,750	FY12 HOMELAND SECURITY GRANT CARRY FORWARD - RES 13-2-1
101-54490-00000-54-57080-G1250	-	44,048	44,048	FY12 HOMELAND SECURITY GRANT CARRY FORWARD - RES 13-2-1
101-54490-00000-54-57990-G1250	-	66,915	66,915	FY12 HOMELAND SECURITY GRANT CARRY FORWARD - RES 13-2-1
54610 COUNTY CORONER / MED EXAMINER	215,500	-	215,500	
55110 HEALTH DEPARTMENT	224,365	-	224,365	
55120 RABIES & ANIMAL CONTROL	684,937	-	684,937	
55130 AMBULANCE SERVICE	9,040,512	-	9,040,512	
55190 OTHER LOCAL HLTH SRVCS (WIC)	2,263,600	-	2,263,600	
55310 REGIONAL MENTAL HEALTH CENTER	7,000	-	7,000	
55390 APPROPRIATION TO STATE	214,225	-	214,225	
55590 OTHER LOCAL WELFARE SERVICES	62,825	-	62,825	
55900 OTHER PUBLIC HEALTH & WELFARE	12,500	-	12,500	
56500 LIBRARIES	1,861,983	-	1,861,983	
56700 PARKS & FAIR BOARDS	599,597	-	599,597	
56900 OTHER SOCIAL, CULTURAL & REC	9,688	-	9,688	
57100 AGRICULTURAL EXTENSION SERVICE	383,713	-	383,713	
57300 FOREST SERVICE	2,000	-	2,000	
57500 SOIL CONSERVATION	32,850	-	32,850	
58110 TOURISM	1,289,350	-	1,289,350	
58120 INDUSTRIAL DEVELOPMENT	600,404	-	600,404	
58220 AIRPORT	216,633	-	216,633	
58300 VETERAN'S SERVICES	426,306	-	426,306	
58400 OTHER CHARGES	1,296,178	-	1,296,178	

**Montgomery County Government**

**Schedule 1**

**General Fund Budget**

	<i>2013-2014 Budget as of 9/17/2013</i>	<i>Proposed Increase (Decrease)</i>	<i>2013-2014 Amended Budget</i>
58500 CONTRIBUTION TO OTHER AGENCIES	180,560	-	180,560
58600 EMPLOYEE BENEFITS	508,496	-	508,496
58900 MISC-CONT RESERVE	18,400	-	18,400
64000 LITTER & TRASH COLLECTION	116,319	-	116,319
<b>Total General Fund Expenditures</b>	<b>66,814,694</b>	<b>463,232</b>	<b>67,277,926</b>

*Increase (Decrease) In Budgeted Fund Balance* **(2,500)**

**Montgomery County Government**  
**Schedule 1**  
**Debt Service Fund Budget**

	<b>2013-2014 Budget as of 9/17/2013</b>	<b>Proposed Increase (Decrease)</b>	<b>2013-2014 Amended Budget</b>	
<b>ESTIMATED REVENUES</b>				
<b>Local Taxes</b>				
40110 CURRENT PROPERTY TAX	33,242,400	-	33,242,400	
40120 TRUSTEE'S COLLECTIONS - PYR	900,000	-	900,000	
40140 INTEREST & PENALTY	200,000	-	200,000	
40210 LOCAL OPTION SALES TAX	3,000,000	-	3,000,000	
40250 LITIGATION TAX - GENERAL	300,000	-	300,000	
40266 LITIGATION TAX-JAIL/WH/CH	300,000	-	300,000	
40270 BUSINESS TAX	75,000	-	75,000	
40285 ADEQUATE FACILITIES TAX	950,000	-	950,000	
40320 BANK EXCISE TAX	75,000	-	75,000	
<b>Total Local Taxes</b>	<b>39,042,400</b>	<b>-</b>	<b>39,042,400</b>	
<b>Other Local Revenues</b>				
44110 INTEREST EARNED	260,791	-	260,791	
44570 CONTRIBUTIONS & GIFTS	785,000	-	785,000	
44990 OTHER LOCAL REVENUES	487,565	-	487,565	
<b>Total Other Local Revenues</b>	<b>1,533,356</b>	<b>-</b>	<b>1,533,356</b>	
<b>Federal Revenue</b>				
47715 TAX CREDIT BOND REBATE	97,016	-	97,016	
<b>Total Federal Revenue</b>	<b>97,016</b>	<b>-</b>	<b>97,016</b>	
<b>Other Revenue</b>				
48990 OTHER	1,046,422	-	1,046,422	
49800 OPERATING TRANSFER	167,750	-	167,750	
<b>Total Other Revenue</b>	<b>1,214,172</b>	<b>-</b>	<b>1,214,172</b>	
<b>TOTAL REVENUE</b>	<b>41,886,944</b>	<b>-</b>	<b>41,886,944</b>	
<b>ESTIMATED EXPENDITURES</b>				
82110 - PRINCIPAL ON DEBT - COUNTY GOVT	6,422,316	-	6,422,316	
82130 - PRINCIPAL ON DEBT - EDUCATION	15,869,915	-	15,869,915	
82210 - INTEREST ON DEBT - GENERAL GOVT	4,105,523	-	4,105,523	
82230 - INTEREST ON DEBT - EDUCATION	9,867,713	-	9,867,713	
<b>151-82230-00000-82-56120</b>	<b>303,000</b>	<b>(303,000)</b>	<b>-</b>	PRINCIPAL-OTHER LOANS PAYABLE
<b>151-82230-00000-82-56130</b>	<b>-</b>	<b>303,000</b>	<b>303,000</b>	INTEREST-OTHER LOANS PAYABLE
82310 - OTHER DEBT SERVICE GENERAL	236,500	-	236,500	
<b>151-82310-00000-82-56060</b>	<b>-</b>	<b>50,697</b>	<b>50,697</b>	COST OF BOND ISSUANCE
82330 - OTHER DEBT SERVICE - EDUCATION	591,094	-	591,094	
<b>151-82330-00000-82-56060</b>	<b>-</b>	<b>10,384</b>	<b>10,384</b>	COST OF BOND ISSUANCE
00000 - OPERATING TRANSFER	971,347	-	971,347	
<b>Total Debt Service Fund Expenditures</b>	<b>38,367,408</b>	<b>61,081</b>	<b>38,428,489</b>	
<b>Increase (Decrease) in Budgeted Fund Balance</b>		<b>(61,081)</b>		

**RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF  
COMMISSIONERS AUTHORIZING THE ACCEPTANCE OF  
GRANT FUNDS FROM THE TENNESSEE DEPARTMENT  
OF TRANSPORTATION, DIVISION OF GOVERNOR'S  
HIGHWAY SAFETY OFFICE**

**WHEREAS**, the Tennessee Department of Transportation, Division of Governor's Highway Safety Office has advised the Sheriff of Montgomery County that funding allocations for a Selective Traffic Enforcement Program consisting of county-wide saturation patrols, seatbelt enforcement and sobriety checkpoints has been approved with Montgomery County receiving a grant allocation for the period beginning October 1, 2013, through September 30, 2014; and

**WHEREAS**, the Tennessee Department of Transportation has advised that Montgomery County is approved for these funds in the amount of \$76,616.20; said program is one hundred percent (100%) grant funded, requiring no local matching funds during the allocation period and has no requirements for continuation funding upon expiration of the grant.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in Regular Session on this 14<sup>th</sup> day of October, 2013, that Montgomery County accept this Selective Traffic Enforcement Program Grant in the amount of \$76,616.20.

**BE IT FURTHER RESOLVED** that the County Mayor is authorized to execute an agreement and other necessary documents required to signify acceptance of grant funds from the Tennessee Department of Transportation. Upon receipt of the fully executed grant agreement, the Director of Accounts and Budgets shall establish the necessary fund accounts providing for related revenues and expenditures stated in the contract. This resolution intends to have the effect of appropriation to that purpose accordingly.

**SECTION 1.** Montgomery County hereby accepts \$76,616.20 from the Tennessee Department of Transportation, Division of Governor's Highway Safety Office for the purpose herein stated and as detailed below:

REVENUE

101-54110-00000-54-47590-G1430

\$76,616.20

OVERTIME	101-54110-00000-54-51870-G1430	\$49,000.00
SOCIAL SECURITY	101-54110-00000-54-52010-G1430	\$ 3,088.00
STATE RETIREMENT	101-54110-00000-54-52040-G1430	\$ 7,072.20
MEDICARE	101-54110-00000-54-53490-G1430	\$ 757.00
TRAVEL	101-54110-00000-54-53550-G1430	\$ 300.00
PERIODICALS	101-54110-00000-54-54370-G1430	\$ 450.00
CAPITAL OUTLAY	101-54110-00000-54-57990-G1430	\$15,949.00
<b>TOTAL</b>		<b>\$76,616.20</b>

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

**Sponsor** \_\_\_\_\_

**Commissioner** \_\_\_\_\_

**Approved** \_\_\_\_\_  
**County Mayor**

**Attested** \_\_\_\_\_  
**County Clerk**



**RESOLUTION AUTHORIZING THE APPLICATION OF GRANT FUNDS  
FROM THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND  
CONSERVATION DIVISION OF SOLID WASTE ASSISTANCE**

**WHEREAS**, the Tennessee Department of Environment and Conservation, Division of Solid Waste Assistance is accepting applications for and will be awarding up to \$300,000 for a Hub and Spoke Grant in which Bi-County Solid Waste Management Systems plans to apply; and for tire shredding equipment to use in the processing of waste tires; and

**WHEREAS**, if awarded, the grant funds as well as additional funds from fund balance or loan will be used to purchase tire shredding equipment which will be used in the processing and chipping of waste tires for Montgomery County (The Hub) and surrounding counties (The Spokes) in which chipped tires have been approved for use as base in the landfill as an alternative to crushed stone and other applications in landfill operations. Chipped tires will also be marketed to local contractors and businesses for end use.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Montgomery County, Tennessee, meeting this the 14<sup>th</sup> day of October, 2013 that Montgomery County hereby allows Bi-County Solid Waste to apply for and accept grant funds, if awarded, from the Tennessee Department of Environment and Conservation, Division of Solid Waste Assistance, for the purposes herein stated; and

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that there is no required match and any further grant requirements would be issued upon the grant being awarded. This resolution shall take effect upon its adoption.

**Duly passed and approved this the 14<sup>th</sup> day of October, 2013.**

**Sponsor** \_\_\_\_\_

**Commissioner** \_\_\_\_\_

**Approved** \_\_\_\_\_

**County Mayor**

**Attested** \_\_\_\_\_

**County Clerk**

**RESOLUTION OF THE MONTGOMERY COUNTY BOARD OF COMMISSIONERS  
SUPPORTING A LOCAL INCENTIVE FOR A MAJOR  
MANUFACTURING COMPANY**

**WHEREAS**, the Montgomery County Industrial Development Board is an agency of Montgomery County Government, promoting industrial growth and development; and

**WHEREAS**, the Industrial Development Board owns certain land which, in the aggregate, comprises a total of approximately 880 acres of land which comprises the Clarksville Montgomery County Corporate Business Park (Business Park) located in the Northeast area of Montgomery County, North of State Highway 237 (Rossvie Road), East of Interstate 24, West of Rollow Lane and South of U.S. Highway 79; and

**WHEREAS**, a major manufacturing company (Company) is in the process of making a decision to relocate and establish a major manufacturing facility at a location of its selection, and has shown interest in locating within the Park (Project) on a 468.49 acre tract; and

**WHEREAS**, the property is governed by a Tri-Party Interlocal Agreement between the Industrial Development Board of the County of Montgomery, the County of Montgomery and the City of Clarksville dated November 29, 2001 and amended September 20, 2007; and

**WHEREAS**, Montgomery County Government agrees to enter into an Internal Sale Agreement with the Industrial Development Board of the County of Montgomery (IDB) and the City of Clarksville for a 468.49 acre, more or less, parcel of the Business Park bounded on the North, by International Boulevard, bounded on the East by the existing T.V.A. electric transmission line easement, bounded on the West by Interstate Highway 24, and bounded on the South by Rossvie Road (State Highway 237), at an incentive value of \$7,000.00 per acre for an internal sale agreement and agrees to allow proceeds from the future PILOT agreement to be used to pay a contractual obligation to the City of Clarksville in the approximate amount of \$2,951,487.00 payable in five (5) annual equal payments of \$590,297.40 with the first installment due when the Company pays its first “payment in lieu of tax” to Montgomery County, which is estimated to be in the year 2021; and

**WHEREAS**, Montgomery County agrees that this Internal Sale Agreement as described meets the requirements set forth in the Interlocal Agreement among Montgomery County, Tennessee, the City of Clarksville, Tennessee, and the Montgomery County Industrial Development Board dated November 29, 2001 as amended September 2007, and agrees that the IDB may offer the site as an incentive to the Company at no additional value, associated to the “Project”; and

**WHEREAS**, the Industrial Development Board and Montgomery County may be eligible for state and/or federal grants that can be applied to the cost of providing necessary infrastructure to enhance said property for site preparation, rail and utilities related to a Project valued at \$35,000,000; and

**WHEREAS**, it is vital in today's competitive industrial recruitment environment to evaluate the economic impact of an Industrial "Project" and offer competitive incentives to attract our industrial based employment.

**NOW, THEREFORE, BE IT RESOLVED** by the Montgomery County Board of Commissioners assembled in Regular Session on this 14<sup>th</sup> day of October, 2013, that this Commission supports an Internal Sale Agreement between the County of Montgomery, the City of Clarksville and the Industrial Development Board of the County of Montgomery and to offer, upon expiration of a lease and a Payment in Lieu of Tax Agreement (PILOT), the site consisting of 468.49 acres, more or less, to the Company as a local incentive to attract the decision to locate their facility in Clarksville Montgomery County, Tennessee, subject to Performance Standards to be agreed upon and set out in a Memorandum of Understanding with the Company.

**Duly passed and approved this 14<sup>th</sup> day of October, 2013.**

**Sponsor** \_\_\_\_\_

**Commissioner** \_\_\_\_\_

**Approved** \_\_\_\_\_

**County Mayor**

**Attest** \_\_\_\_\_

**County Clerk**

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

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

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

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

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

**Duly passed and approved this 14<sup>th</sup> day of October, 2013.**

**Sponsor** \_\_\_\_\_

**Commissioner** \_\_\_\_\_

**Approved** \_\_\_\_\_

**County Mayor**

**Attest** \_\_\_\_\_

**County Clerk**

**SITE LOCATION AND DEVELOPMENT AGREEMENT**

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

**WITNESSETH:**

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE I CAPITALIZED AND/OR ITALICIZED TERMS**

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

## **ARTICLE II DETERMINATIONS BY THE PARTIES**

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

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

## **ARTICLE III DEVELOPMENT AND SUITABILITY OF THE PROJECT SITE**

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

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

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

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

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

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

### **Section 3.3      Pad-ready Project Site and Project Infrastructure.**

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

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

### **Section 3.4      Utilities.**

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



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

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

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

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

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

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

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

**Section 3.6 Law Enforcement, Fire Protection and Emergency Services.**

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

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

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

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

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

**Section 3.10 Permitting Assistance.**

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

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

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

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

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

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

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

**ARTICLE IV**  
**ADDITIONAL LOCAL GOVERNMENT INCENTIVES**

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

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

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

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

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

## **ARTICLE V ADDITIONAL STATE INCENTIVES**

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

**Section 5.2**     **Other State Grants.**

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

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

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

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

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

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

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

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

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

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

**Section 5.4 Accountability Requirements.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE VI ENCOURAGING FURTHER EXPANSION OF THE PROJECT**

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



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

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

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

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

## ARTICLE VII ADDITIONAL COMMITMENTS

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

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

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

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

**Section 7.4 Limitation on Competitor Incentives.**

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

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

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

**ARTICLE VIII  
GOODWILL AND COMMUNITY INVOLVEMENT**

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

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

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

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

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

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

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

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

**ARTICLE IX  
ENVIRONMENTAL AND PERMITTING MATTERS**

**Section 9.1      Permits.**

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

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

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

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

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

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

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

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

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

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

**Section 9.3 Historic Properties and Protected Species.**

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

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

**ARTICLE X  
TERMS AND CONDITIONS**

**Section 10.1 Certain Representations and Warranties.**

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

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

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

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

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

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

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

## **ARTICLE XI MISCELLANEOUS**

### **Section 11.1 Term of Agreement; Early Termination by Company.**

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

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

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

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

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

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

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

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

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

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

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

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



**Section 11.3 Severability; Unenforceability or Change in Law.**

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

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

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

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

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

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

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

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

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

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

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

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

With copy to:

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

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

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

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

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

**Section 11.8 Assignment.**

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

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

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

**Section 11.10 Further Assurances.**

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE XII DEFINITIONS**

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

“*Agreement*” has the meaning set forth in the Preamble hereof.

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

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

“*Assessment*” has the meaning set forth in Section 9.2 hereof.

“*City*” has the meaning set forth in the Preamble hereof.

“*Clarksville Gas & Water*” has the meaning set forth in Section 3.4 hereof.

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

“*Company Representative*” has the meaning set forth in Section 7.2 hereof.

“*Coordinator*” has the meaning set forth in Section 7.1 hereof.

“*County*” has the meaning set forth in the Preamble hereof.

**“Covered Grants”** has the meaning set forth in Section 5.4 hereof.

**“Effective Date”** has the meaning set forth in the Preamble hereof.

**“Encumbrances”** has the meaning set forth in Section 3.1 hereof.

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

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

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

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

**“Five Year Period”** has the meaning set forth in Section 5.4 hereof.

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

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

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

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

**“Full-Time Jobs”** means the total of Full-Time Employees and the Full-Time Contract Jobs.

**“Full Production Date”** has the meaning set forth in Section 5.4 hereof.

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



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

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

**“IDB”** has the meaning set forth in the Preamble hereof.

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

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

**“Local Governments”** has the meaning set forth in the Preamble hereof.

**“Notification Letter”** has the meaning set forth in Section 5.4 hereof.

**“Park”** has the meaning set forth in the Recitals hereof.

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

**“Performance Report”** has the meaning set forth in Section 5.4 hereof.

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

**“PILOT Agreements”** has the meaning set forth in Section 4.2 hereof.

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

**“Project”** has the meaning set forth in the Recitals hereof.

**“Project Site”** has the meaning set forth in Section 2.1 hereof.

**“Project Start Date”** has the meaning set forth in Section 2.2 hereof.

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

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

**“Protest Letter”** has the meaning set forth in Section 5.4 hereof.

**“Put Option Property”** has the meaning set forth in Section 4.3 hereof.

**“Qualified Training Costs”** means all of the following:

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

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

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

(d) All costs associated with:

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

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

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

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

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

**“Repayment Amount”** has the meaning set forth in Section 5.4 hereof.

**“Site Drawings”** has the meaning set forth in Section 3.2 hereof

**“Site Preparation Work”** has the meaning set forth in Section 3.3 hereof.

“**Start Date**” has the meaning set forth in Section 5.4 hereof.

“**State**” has the meaning set forth in the Preamble hereof.

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

“**TDEC**” has the meaning set forth in Section 9.1(a) hereof.

“**Title Company**” has the meaning set forth in Section 3.1 hereof.

***Signature Pages Follow***

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

STATE OF TENNESSEE

By: \_\_\_\_\_  
Its: Governor

MONTGOMERY COUNTY, TENNESSEE

By: \_\_\_\_\_  
Its: Mayor

CITY OF CLARKSVILLE, TENNESSEE

By: \_\_\_\_\_  
Its: Mayor

INDUSTRIAL DEVELOPMENT BOARD OF THE  
COUNTY OF MONTGOMERY, TENNESSEE

By: \_\_\_\_\_  
Its: Chairman

HANKOOK TIRE CO., LTD.

By: \_\_\_\_\_  
Its: Vice Chairman and Global CEO

## EXHIBITS

EXHIBIT	DOCUMENT
A	ALTA Site Survey – 565 Acres
B	Title Commitment and Existing Encumbrances
C	Site Drawings
D	Site Preparation Work
E	Final SM&E Geotechnical Report
F	Letter of commitment for gas, water and sewer service and utility service narrative
G	Letter of Commitment from Cumberland Electric Membership Corporation
H	Letters from broadband service providers
I	Letter of commitment from R.J. Corman
J	September 11, 2013 Department of Transportation Commitment Letter and “Exit 6” Specifications
K	On-Site Fire Specifications
L	Declaration of Covenants, Conditions and Restrictions for the Clarksville-Montgomery County Corporate Business Park
M	PILOT Agreements
N	Training Center Complex Specifications
O	Description of Jobs Based Training Program
P	Form of Performance Report
Q	Table of Permits from TDEC
R	Table of Local Permits
S	Updated Phase I Report