

RESOLUTION

No. 2010 / 11 / 01

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 22nd day of November 2010.

RESOLUTION IN REF: APPOINTMENT OF KURT CORNETT TO FILL THE VACANCY LEFT BY THE RESIGNATION OF KATHY CRADIC, THE ELECTED SCHOOL BOARD MEMBER FOR THE THIRD DISTRICT OF HAWKINS COUNTY

WHEREAS, Kathy Cradic, elected School Board member for the Third District of Hawkins County, resigned her position effective October 25, 2010 and the Board of Commissioners and the public have been notified of the vacancy: and

WHEREAS, Kurt Cornett is qualified to fill said vacancy until the next general election which will be in August of 2012.

THEREFORE, BE IT RESOLVED THAT Kurt Cornett be appointed to fill said vacancy of the Hawkins County School Board for the Third District until the election in August, 2012.

Introduced By Esq. Danny Alvis

Seconded By Esq. Hubert Neal & Stacy Vaughan

Date Submitted 11/18/10

A. Carroll Jenkins
County Clerk

By: _____

Chairman _____

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

RESOLUTION

No. 2010 / 11 / 02

Melville Bailey

To the HONORABLE GROCKETT LEE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 22nd November, 2010. 20th day of June, 2008.

RESOLUTION IN REF: CONFIRMATION OF APPOINTMENT AND REAPPOINTMENT OF BOARD MEMBERS FOR THE HAWKINS COUNTY E-911 BOARD APPOINTED BY THE COUNTY MAYOR

WHEREAS, TN Code Anno 7-86-105 states that the local board is to be appointed by the County Mayor and confirmed by the County Commission; and

WHEREAS the members and terms of this board being appointed or re-appointed are as follows:

For Appointment are:

Table with 4 columns: Representative, Name, Term, Term. Rows include Emergency Medical, EMA Director, Law Enforcement-Sheriff, County Commissioner, and Ex-Officio Member (County Mayor).

For Re-Appointment are:

Table with 4 columns: Representative, Name, Term, Term. Row includes County Representative Patrick Fraley.

WHEREAS, other member and terms already appointed are as follows:

Table with 4 columns: Representative, Name, Term, Term. Rows include County Citizen, Fireman's Association, and others.

NOW THEREFORE BE IT RESOLVED that the above names be confirmed for appointment or re-appointment to serve on the Hawkins County E-911 Board of Directors for the specified terms.

Form with fields for Introduced By Esq., Seconded By Esq., Date Submitted, County Clerk, and ACTION: AYE NAY PASSED. Includes handwritten signatures and dates.

RESOLUTION

No. 2010/ 11 / 03

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 22 day of November, 2010.

RESOLUTION IN REF: APPROVAL TO ACCEPT \$5,667.00 IN FEDERAL GRANT MONIES TO BE USED FOR LIBRARY COMPUTERS IN THE ROGERSVILLE AND CHURCH HILL LIBRARIES.

WHEREAS, through the United State Department of Agriculture Department (USDA), grant funds are being made available to the two library systems in Hawkins County, TN; and

WHEREAS, the Federal dollars in the grant funds are in the amount of (\$5, 667.00) five thousand six hundred sixty seven dollars. These funds will be used for library computers at both locations.

NOW THEREFORE BE IT RESOLVED THAT Hawkins County Board of Commissioners approve the acceptance of the afore mention funds for the libraries in Hawkins County.

Introduced By Esq. Gary Hicks, Chrmn Budget Comm

Secoded By Esq. _____

Date Submitted 11/8/10

A. Carroll Jenkins
County Clerk

By: _____

Chairman _____

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

RESOLUTION

No. 2010/ 11 / 04

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 22nd day of November, 2010.

RESOLUTION IN REF: Approval of Lighting Services Agreement between Genlyte Thomas Group LLC and Hawkins County Schools and Approval of Lease/Purchase Financing Agreement between DeLage Landen Public Finance LLC and Hawkins County Schools for Re-lighting Cherokee and Volunteer High Schools and Rogersville Middle School.

WHEREAS, the Hawkins County Board of Education has deemed it will be beneficial to re-light Cherokee High School, Volunteer High School and Rogersville Middle School with the more energy efficient T-8 lights and ballast, and,

WHEREAS, with the removal of the currently-used T-12 lights, which are now obsolete, and the installation of the T-8 lights and ballast, there should be a savings on energy cost, and,

WHEREAS, with such re-lighting as described above and on the attached documents, there should be an estimated annual savings in the cost of electricity in the amount of some \$68,716, and,

WHEREAS, total investment of such project will be \$883,613.00 plus interest, debt payment schedule to be for a 6-year period and to be retired with General Purpose School Fund revenues and grant revenues.

NOW, THEREFORE, BE IT RESOLVED THAT the attached Lighting Services Agreement between Genlyte Thomas Group LLC and Hawkins County Schools and the financing agreement between DeLage Landen Public Finance LLC and Hawkins County Schools be approved by the Board of County Commissioners on this the 22nd day of November 2010.

Introduced By Esq. Darrell Gilliam
Seconded By Esq. _____
Date Submitted 11/8/10
A. Carroll Jenkins
County Clerk
By: _____
Chairman _____

ACTION: AYE NAY PASSED
Roll Call _____
Voice Vote _____
Absent _____
COMMITTEE ACTION

LIGHTING SERVICES AGREEMENT

THIS LIGHTING SERVICES AGREEMENT (the "**Agreement**"), effective as of 9/16/10 (the "**Effective Date**"), is by and between Genlyte Thomas Group LLC by and through its Energy Services Division, having a place of business at 802 Stone Creek Parkway, Suite 3, Louisville, KY, 40223 ("**Genlyte**"), and Hawkins County Schools having a place of business at 200 North Depot Street, Rogersville, TN 37857 ("**Customer**"). Each of Genlyte and Customer is a "**Party**" and together they are the "**Parties.**"

RECITALS

WHEREAS, Customer desires to engage Genlyte to perform the lighting design, installation and related services described on Schedule A hereto (the "**Project**") at the facility located at 2927 Hwy 66 South Rogersville, TN 37857, 958 East McKinney Ave. Rogersville, TN 37857, and 1050 Volunteer Blvd, Church Hill, TN 37642 (the "**Premises**"); and

WHEREAS, Genlyte desires to complete the Project on behalf of Customer on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the terms and conditions set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. PROJECT SERVICES.

1.1 Project. Genlyte shall perform on behalf of Customer all services necessary to complete the Project (the "**Work**") and deliver all fixtures and materials required for the Project on the terms and conditions set forth herein.

1.2 Timing. Genlyte shall commence the Project within 90 days of the Effective Date. Subject to the terms and conditions of this Agreement, Genlyte shall complete the Project not later than 3/30/2011 (the "**Completion Date**"). If Genlyte is delayed at any time in the commencement or progress of the Work by an act or neglect of Customer; or by changes ordered in the Work or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond Genlyte's control or by delay authorized by Customer, then the Completion Date shall be extended by Change Order (as hereinafter defined) for such reasonable time as the Parties may determine.

1.3 Subcontractors. Customer understands, acknowledges and agrees that certain of the Work may be performed by agents or subcontractors engaged by Genlyte as further contemplated in Section 2.10, and that each such subcontractor shall be bound by and entitled to the terms and conditions of this Agreement as "Genlyte" with respect to the services performed by such subcontractor hereunder.

2. GENLYTE'S OBLIGATIONS.

2.1 Labor and Materials. Genlyte shall, at its own risk and expense, provide and pay for labor, materials, mounting hardware, equipment, tools, construction equipment and machinery and other facilities and services necessary for proper execution and completion of the Project.

2.2 Workmanship. Genlyte will perform the Project with the degree of skill and care required by currently prevailing best industry practices. The equipment, material and parts furnished by Genlyte that are manufactured by Genlyte, shall be of the kind and quality described in the Project description set forth on **Schedule A** hereto, free of defects in workmanship, material, design, and title, and shall be of good and merchantable quality.

2.3 Clean-up. Genlyte shall keep the areas of the Premises in which the work is occurring and surrounding areas free from accumulation of waste materials or rubbish caused by the Work. At completion of work daily, Genlyte shall remove waste materials and rubbish and broom sweep floors. Genlyte shall provide appropriate dumpsters or other means of removing debris from site and shall coordinate dumpster locations with the Customer Project Manager. To the extent practical, Genlyte shall deliver to Customer (on the job site) any existing materials to be retained by Customer (i.e. existing lamps, ballasts, existing fixtures, etc.). At the completion of the Project, Genlyte shall remove all tools, construction equipment, machinery and surplus materials from the Premises.

2.4 Recycling. Recycling of mercury-contaminated lamps and all PCB/DEHP and Non-PCB/DEHP contaminated ballasts shall be provided by Genlyte. Mercury-contaminated lamps and PCB/DEHP-containing ballasts shall be provided to Customer upon Customer's written request.

2.5 Genlyte's Authorized Representative. Genlyte's authorized representative is Brad Sharp (the "**Genlyte Project Manager**"). The Genlyte Project Manager shall possess full authority to receive instructions from Customer and to act on those instructions. Genlyte shall notify Customer in writing of a change in the designation of the Genlyte Project Manager. The Genlyte Project Manager shall be at the Premises whenever work is in progress or personnel are on-site. Genlyte shall provide to Customer a list of all supervisors, project managers and night/weekend management personnel, including their telephone and pager numbers, to allow for contact to be provided at all times during project installation.

2.6 Replacements. Genlyte shall be prepared to replace sockets in individual fixtures that break during retrofits (lamp and/or ballast replacement) of fixtures. Socket replacement shall be limited to incidental replacement (no more than 5% of total sockets). Any needs for socket replacements that are considered to be beyond incidental replacements shall be negotiated between Customer and Genlyte. Genlyte shall replace broken or damaged lenses and/or fixtures during the initial installation, in quantities noted in the original survey (audit, IGA or drawing assessment) only. Any additional lenses, fixtures or changes in scope shall be negotiated between Customer and Genlyte.

2.7 Codes and Standards. The lighting solutions provided by Genlyte as part of the Work shall meet light level recommendations that comply with standards established by the

Illuminating Engineering Society of North America (“**IESNA**”). All Work will be performed by Genlyte in accordance with the National Electric Code (“**NEC**”) and applicable state and local electrical codes.

2.8 Permits. Precision Electric shall secure any building permit or other permits, licenses, and inspections by government agencies legally required for proper execution and completion of the Work.

2.9 Compliance with Law. Genlyte shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Project.

2.10 Construction Personnel; Supervision; Subcontractors. The Services not performed by Genlyte with its own forces may be performed by persons or entities retained by Genlyte as independent contractors to provide the labor, materials, equipment or services required to complete the Work (“**Subcontractors**”). Genlyte shall be responsible to Customer for acts or omissions of parties or entities performing portions of the Work for or on behalf of Genlyte or any of its Subcontractors. Genlyte shall permit only qualified persons to perform the Work. Genlyte shall enforce safety procedures, strict discipline and good order among persons performing the Work.

3. CUSTOMERS’ OBLIGATIONS.

3.1 Information. Customer shall furnish to Genlyte surveys describing physical characteristics, legal limitations and utility locations for the site of the Project. Genlyte shall be entitled to rely on the accuracy of information furnished by Customer but shall exercise proper precautions relating to the safe performance of the Work. Customer shall furnish any other information or services under Customer’s control and relevant to Genlyte’s performance of the Work with reasonable promptness after receiving Genlyte’s written request for such information or services.

3.2 Existing Conditions. Genlyte will not be responsible for any existing code deficiencies including, without limitation, grounding. Prior to Genlyte beginning the Work, Customer will notify Genlyte of any known deficiencies. If code deficiencies are to be corrected at Customer’s request, a Change Order is required. Genlyte shall provide all necessary wiring within a retrofitted or new fixture. The correct branch circuit conductors, with proper grounding to the fixture, will be the responsibility of Customer unless otherwise noted. Genlyte shall be responsible for verifying the quantities and voltages during a survey of the facilities or based on drawings and/or information provided by Customer that were used to arrive at the Contract Price (as hereinafter defined). During installation Genlyte will make efforts to advise Customer of any potential problems or other issues involving costs not originally contemplated in the Contract Price.

3.3 Access and Storage. Customer will provide access to all lighting fixtures included in the Project, without causing delays to installation crews. In addition, Customer

shall provide suitable areas for storage of Genlyte's materials and equipment within the confines of the Premises whenever possible.

3.4 Customer's Authorized Representative. Customer's authorized representative is Bill Shedden (the "**Customer Project Manager**"). The Customer Project Manager shall be fully acquainted with the Project, and shall have authority to bind Customer in all matters requiring Customer's approval, authorization or written notice. If Customer changes the Customer Project Manager or the Customer Project Manager's authority as listed above, Customer shall immediately notify Genlyte in writing.

4. HAZARDOUS MATERIALS; UNEXPECTED CONDITIONS.

4.1 Hazardous Materials. It is Customer's responsibility to notify Genlyte of any substances, chemicals, compounds, solids, liquids, gases, materials, pollutants or contaminants, hazardous substances, hazardous wastes, toxic materials, oil or petroleum and petroleum products, asbestos or substances containing asbestos, polychlorinated biphenyls or any other material subject to regulation under any environmental law ("**Hazardous Materials**") that may be encountered in the performance of the Work. Any work relating to the existence, use, detection, removal, storage, handling, transportation, treatment, disposal, discharge, removal, abatement or containment thereof which is not specifically provided for in this Agreement as the responsibility of Genlyte, is the responsibility of Customer. If, without negligence on the part of Genlyte, Genlyte is held liable by a government agency for the cost of remediation of a Hazardous Material solely by reason of performing Work as required by this Agreement, Customer shall indemnify Genlyte for all cost and expense thereby incurred.

4.2 Concealed or Unknown Conditions. Genlyte has visited the site and has become generally familiar with conditions under which the Work is to be performed. If Genlyte encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in this Agreement or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist in properties of a type and condition similar to the Premises, Genlyte shall promptly provide notice to Customer before conditions are disturbed. If such conditions cause an increase in Genlyte's cost of, or time required for, performance of any part of the Work, the Parties will agree on an equitable adjustment in the Completion Date or Contract Price, or both.

5. WARRANTY.

Genlyte warrants to Customer that materials and equipment furnished under the Contract will be of good quality and new unless **Schedule A** requires or permits otherwise. Genlyte further warrants that the Work will conform to the requirements of this Agreement. Genlyte's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by Genlyte or its Subcontractors, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. With respect to products manufactured by Genlyte, Genlyte shall provide its standard written warranty for such products. With respect to products provided to Customer by Genlyte but not bearing Genlyte's name or sub-brand name, GENLYTE MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED,

INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, but will make available to Customer upon request but only to the extent permitted by law and relevant contracts, the warranties of the manufacturer of the relevant product.

THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES GIVEN BY GENLYTE WITH RESPECT TO THE PROJECT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH WARRANTIES ARE HEREBY DISCLAIMED. CUSTOMER'S EXCLUSIVE REMEDY, AND GENLYTE'S SOLE LIABILITY, FOR ANY NONCONFORMITY OR DEFECT IN ANY PRODUCT OR SERVICE SHALL BE ONLY THOSE EXPLICITLY SET FORTH HEREIN.

No agent, employee or representative of Genlyte has any authority to bind Genlyte to any affirmation, representation or warranty concerning goods or services sold or provided by Genlyte and unless an affirmation, representation or warranty is specifically included herein, it does not form a part of the basis of any bargain between Genlyte and Customer and shall not be enforceable by Customer.

6. PAYMENT.

6.1 Contract Price. As full compensation for performance by Genlyte of the Work in conformance with this Agreement, Customer shall pay Genlyte \$883,613 (the "**Contract Price**"), which shall be subject to increase as provided herein. All pricing excludes any applicable tax (including, without limitation, sales and use). Customer shall be responsible for any such taxes incurred in connection with this Agreement.

6.2 Invoicing; Payments. Upon execution of this Agreement, Customer shall pay to Genlyte an initial payment of N/A, which is an amount equal to twenty percent (20%) of the Contract Price. Customer shall pay the remaining balance of N/A within thirty (30) days following completion of the Work. Notwithstanding the previous sentence, if Genlyte at any time prior to completion of the Work notifies Customer that the Work will take longer than an aggregate sixty (60) days to complete, then Customer shall, promptly upon receipt of such notice, pay to Genlyte an additional payment of N/A (which represents 20% of the Contract Price). Any payment due and unpaid hereunder shall bear interest from the date payment is due at the rate of twelve percent (12%) per annum.

6.3 Payment Failure. In the event Customer fails to pay any amount when due, in addition to any other rights or remedies available to Genlyte at law or in equity, Genlyte may discontinue the performance of services, discontinue the delivery of the product, or deduct the unpaid amount from any amounts otherwise owed to Customer by Genlyte under any agreement with Customer. In any action initiated to enforce the terms of the quotation following a Customer default, Genlyte shall be entitled to recover as part of its damages all costs and expenses, including reasonable attorneys' fees, in connection with such action. If Customer becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is the subject of

involuntary bankruptcy, has a receiver appointed, or has its assets assigned, Genlyte may cancel any unfulfilled obligations, or suspend performance; however, Customer's financial obligations to Genlyte shall remain in effect.

7. CHANGES.

7.1 **Changes; Change Orders.** Changes to the Project that are within the general scope of this Agreement, including but not limited to revisions or modifications to the Completion Date, materials, unexpected field conditions and/or the Contract Price, may be requested by Genlyte or Customer and formalized in a change order (a "**Change Order**") and shall be accomplished without invalidating this Agreement. In the event of a Change Order, Genlyte reserves the right to offer a revised quote for material and/or labor. Any such requests for a change in the Contract Price or the Completion Date shall be processed in accordance with this Section 7.

7.2 **Price Adjustments.** In connection with any Change Orders approved pursuant to the preceding section, Customer and Genlyte shall negotiate in good faith an appropriate adjustment to the Contract Price or the Completion Date and shall conclude these negotiations as expeditiously as possible. Acceptance of the Change Order and any adjustment in the Contract Price or Completion Date shall not be unreasonably withheld or delayed.

8. INSURANCE.

8.1 **Genlyte Insurance.** Until the Completion Date, Genlyte and each of Genlyte's Subcontractors that provides or performs any of the Work shall maintain and keep in force, at its own expense, the following minimum insurance coverages and minimum limits:

- (a) workers' compensation insurance, with statutory limits as required by the various laws and regulations applicable to the employees of Genlyte and each Subcontractor;
- (b) employer's liability insurance, for employee bodily injuries and deaths, with a limit of \$1,000,000 each accident;
- (c) commercial general liability insurance, covering claims for bodily injury, death and property damage, including premises and operations, independent contractors, products, services and completed operations (as applicable to the Services), personal injury, contractual, and broad-form property damage liability coverages, with limits as follows: (1) occurrence limit of \$1,000,000 for bodily injury, death and property damage, \$1,000,000 for products and completed operations and \$2,000,000 combined aggregate;
- (d) commercial automobile liability with a minimum limit of \$1,000,000 combined single limit insuring all owned, non-owned, hired and leased vehicles;

Genlyte will provide Customer with a certificate of insurance evidencing the above policies. Genlyte shall be responsible for payment of any and all deductibles and coinsurance provisions from insured claims under its policies of insurance. Genlyte and its Subcontractors shall not perform under the Agreement without the prerequisite insurance. Upon Customer's request, Genlyte shall provide Customer with certificates of such insurance including renewals thereof.

8.2 Professional Liability Insurance. To the extent Genlyte is required to procure design services under this Agreement, Genlyte shall require the designers to obtain professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, with a company reasonably satisfactory to Customer, including coverage for all professional liability caused by any of the designer's consultants, written for not less than \$1,000,000 per claim and in the aggregate with the deductible not to exceed \$2,000,000. The deductible shall be paid by the designer.

8.3 Property Insurance. Before the start of Work, Customer shall name Genlyte and its subcontractors as loss payee under Customer's standard property insurance policy for covered perils while the materials are housed, installed and until final payment has been made to Genlyte. Prior to commencement of the Work, Customer shall provide to Genlyte a copy of such policy or policies as evidence of compliance with this Section 8.3.

9. TERMINATION OF THE AGREEMENT.

9.1 Immediate Right. Either Party may terminate this Agreement immediately, without penalty or liability, if the other Party files a petition in bankruptcy or is adjudicated bankrupt or insolvent, or makes an assignment for the benefit of creditors, or an arrangement pursuant to any bankruptcy law, or if the other Party discontinues or dissolves its business.

9.2 Cause. Either Party may terminate this Agreement on thirty (30) days written notice to the other Party, without penalty or liability, if the other Party materially breaches any provision of this Agreement; provided, however, that such termination shall not occur if the breaching Party cures the breach during this notice period.

9.3 Obligations Arising Prior to Termination. Even after termination pursuant to this Section 9, the provisions of this Agreement still apply to any Work performed, payments made, events occurring, costs charged or incurred or obligations arising before the termination date.

10. MISCELLANEOUS TERMS.

10.1 No Waiver. No failure or delay by either Party in exercising any right, power, or privilege under this Agreement will operate as a waiver thereof, and no single or partial exercise of any such right, power, or privilege will preclude any other or future exercise thereof or the exercise of any other right, power, or privilege under this Agreement. The waiver by either Party of any provision of this Agreement is not effective unless made in a writing specifically referring to this Agreement signed by the Party to be held bound.

10.2 Waiver of Certain Damages. Customer and Genlyte waive all claims against each other for consequential, incidental or punitive damages arising out of or relating to this Agreement, including without limitation, lost profits or injury to business reputation based on any breach, default or negligence of a Party or its employees, authorized representatives or affiliates or any consequential, incidental or punitive damages due to either party's termination in accordance with Section 9, regardless of whether a Party has been advised of the possibility of such damages. GENLYTE'S TOTAL LIABILITY TO CUSTOMER FOR ALL CLAIMS ARISING UNDER OR OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER TO GENLYTE UNDER THIS AGREEMENT.

10.3 Independent Contractor. Genlyte is engaged as an independent contractor for all purposes, including all federal, state and local laws pertaining to income taxes, withholding taxes, Social Security, unemployment compensation, worker's compensation and any other rights, benefits, or obligations relating to employment

10.4 Assignment. Customer may not assign this Agreement, assign any of its rights under the Agreement, or delegate any of its obligations under this Agreement, without Genlyte's prior written consent.

10.5 Governing Law; No Jury Trial. This Agreement and all claims related to it shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to its choice or conflict of law provisions. In no event will either Party be liable to the other for an incidental, special, or consequential damages arising out of or related to this Agreement or its performance or nonperformance hereunder, including, but not limited to, lost profits or injury to business reputation based on any breach, default, or negligence of such Party or its employees authorized representatives, or affiliates with respect to this letter, even if such Party has been advised of the possibility of such damages. ANY ACTION, DEMAND, CLAIM OR COUNTERCLAIM ARISING UNDER OR RELATING TO THIS AGREEMENT WILL BE RESOLVED BY A JUDGE ALONE AND EACH OF GENLYTE AND CUSTOMER WAIVE ANY RIGHT TO A JURY TRIAL THEREOF.

10.6 Notices. All notices, requests, demands, consents, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand; sent by email or facsimile with confirmation of receipt by addressee; or sent by commercial courier service or sent by certified or registered mail with delivery or postage prepaid and by means assuring that acknowledgement or receipt is secured, addressed to the Party at the following address:

If to Customer, to:

Hawkins County Schools
200 North Depot Street
Rogersville, TN 37857
Attn: Bill Shedden

If to Genlyte, to:

Genlyte Thomas Group LLC
Energy Services Division
802 Stone Creek Parkway, Suite 3
Louisville, KY 40223
Attn: Frank Austin

With a required copy to:

Philips Professional Luminaires North America
3 Burlington Woods Dr.
Burlington, MA 01803
Attn: Michael L. Manning, General Counsel

10.7 Entire Agreement; Amendment; No Third Party Rights; Severability. This Agreement constitutes the entire agreement between the Parties concerning the subject of this Agreement, and may not be changed except in a writing that is signed by both Parties. Nothing in this Agreement gives any person, other than the Parties, any legal or equitable right, remedy, or claim under or in respect of this Agreement. If any provision of this Agreement is held to be invalid, the remainder of this Agreement will not be affected thereby.

10.8 Counterparts; Facsimile; Email. This Agreement may be executed in two or more counterparts, each of which is deemed an original, but all of which constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or by email in a portable document format (.pdf) and delivery of the signature page by such method will be deemed to have the same effect as if the original signature had been delivered to the other Party.

10.9 Headings. The headings and captions used herein are for convenience only and shall not be deemed to constitute part of the Agreement or to affect the construction hereof.

10.10 Force Majeure. Neither Genlyte or Customer shall be liable to the other Party for any delay or omission in the performance of any obligation under this Agreement, other than the obligation to pay monies, where the delay or omission is due to any cause or condition beyond the reasonable control of Genlyte or Customer obliged to perform, including but not limited to, strikes or other labor difficulties, acts of God, acts of government, war, riots, embargoes, or inability to obtain supplies ("**Force Majeure**"). If Force Majeure prevents or delays the performance by Genlyte or Customer of any obligation under this Agreement, then Genlyte or Customer claiming Force Majeure shall promptly notify the other Party thereof in writing. In any event, if Force Majeure continues for more than ninety (90) calendar days, either Genlyte or Customer may terminate this Agreement upon written notice to the other Party.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as an instrument under seal as of the Effective Date.

Hawkins County Schools

GENLYTE THOMAS GROUP LLC

By: Charlotte M. Britton
Title: Director of Schools

By: John D. Damm
Title: Southeast Regional Manager

SCHEDULE A

Scope of Work:

Philips will provide a lighting upgrade for the said property inclusive of the following products and services.

Luminaires:

1362	GOS2G232UNVHI-84U
1031	GOB2S232UNVHI
68	GOS2G217UNVHI-84Q
44	GOS1G132UNVCA-84I
30	GOB2S217UNVPH
586	SPS2GFSVI332UNVH3
32	XP2GVA232UNVHI
380	JS4A232UNVHI
18	JS4B432UNVH4
37	SW4S232HPFUNVHI
1	SW8T232HPFUNVH4
12	SC4DC232UNVHI
18	ST8WA232UNVH4
378	ST4WA232UNVHI
6	LSW4132UNVHI
48	LSW2117UNVHI
102	KW8S232UNVH4
24	5543SN239U
60	C7L1520DL35KMCLP
60	C7L20N1
238	LLC2URW
18	FLWD654EB4-8
18	FWGUARD
106	FLND454EB1-8
6	FNGUARD
124	GRIP5VHOOK
8	P367938
246	P139899
2	P345132
7	P290833

ASSUMPTIONS:

Estimated Burn Hours: 2713

Utility Rates: .09

Labor Rates: Precision Electric

**Labor rates are not based on prevailing wage unless so noted in the ASSUMPTIONS included herein. Changes to labor rates used, including wage determination decisions, listed in ASSUMPTIONS affecting the Project may result in Genlyte requirement to re-price the labor for said project.

* * *

De Lage Landen Public Finance LLC

1111 Old Eagle School Road
Wayne, PA 19087

MASTER EQUIPMENT LEASE PURCHASE AGREEMENT

MASTER EQUIPMENT LEASE PURCHASE AGREEMENT (this Master Equipment Lease Purchase Agreement, including all exhibits and schedules hereto whether currently in existence or hereafter executed, being hereinafter referred to as the "Agreement") dated as of DECEMBER 15, 2010 and entered into between De Lage Landen Public Finance LLC, a Delaware limited liability company ("Lessor"), and HAWKINS COUNTY TENNESSEE, a body corporate and politic existing under the laws of the State of TENNESSEE ("Lessee").

RECITALS:

1. Lessee desires to lease certain equipment from the Lessor described in the schedules to this Agreement, substantially in the form of Exhibit B hereto, that are executed from time to time by the parties hereto (such schedules are hereby incorporated herein and are hereinafter collectively referred to as the "Schedules", and the items of equipment leased to Lessee hereunder, together with all substitutions, proceeds, replacement parts, repairs, additions, attachments, accessories and replacements thereto, thereof or therefor, are hereinafter collectively referred to as the "Equipment") subject to the terms and conditions of and for the purposes set forth in this Agreement.

2. The relationship between the parties shall be a continuing one and items of equipment may be added to or deleted from the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein.

3. Lessee is authorized under the constitution and laws of the State to enter into this Agreement for the purposes set forth herein.

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows: **ARTICLE I**

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Master Equipment Lease Purchase Agreement, including the Schedules and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, whether currently in existence or hereafter executed, together with any amendments to this Agreement pursuant to Section 13.06.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commencement Date" means, with respect to any Schedule, the date when the term of this Agreement with respect to that Schedule and Lessee's obligation to pay rent under that Schedule commence, which date shall be the earlier of (i) the date on which the Equipment listed in that Schedule is accepted by Lessee in the manner described in Section 5.01 in an Acceptance Certificate substantially in the form of Exhibit D hereto, or (ii) the date on which sufficient moneys to purchase the Equipment listed in that Schedule are deposited by Lessor for that purpose with an escrow agent.

"Equipment" means the property described in the Schedules and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto. Whenever reference is made in this Agreement to Equipment listed in a Schedule, that reference shall be deemed to include all replacements, repairs, restorations, modifications and improvements of or to that Equipment.

"Event of Default" means, with respect to any Lease, an Event of Default described in Section 12.01.

"Lease" means, at any time, (i) if none of Lessor's interest in, to and under any Schedule has been assigned pursuant to Section 11.01, or if all of Lessor's interest in, to and under this Agreement and all Schedules have been assigned to the same assignee without any reassignment, this Agreement, or (ii) if Lessor's interest in, to and under any Schedule or Schedules has been assigned or reassigned pursuant to Section 11.01, all Schedules that have the same Lessor and this Agreement as it relates to those Schedules and the Equipment listed therein, which shall constitute a separate single lease relating to that Equipment.

"Lease Term" means, with respect to any Lease, the Original Term and all Renewal Terms of that Lease.

"Lessee" means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

"Lessor" means, with respect to each Schedule and the Lease of which that Schedule is a part, (i) if Lessor's interest in, to and under that Schedule has not been assigned pursuant to Section 11.01, the entity described as such in the first paragraph of this Agreement or its successor, or (ii) if Lessor's interest in, to and under that Schedule has been assigned pursuant to Section 11.01, the assignee thereof or its successor.

"Maximum Lease Term" means, with respect to any Lease, the Original Term and all Renewal Terms through the Renewal Term including the last Rental Payment date set forth on any Schedule that is a part of that Lease.

"Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

"Original Term" means, with respect to any Lease, the period from the first Commencement Date for any Schedule under that Lease until the end of the budget year of Lessee in effect at that Commencement Date.

"Purchase Price" means, with respect to the Equipment listed on any Schedule, the amount set forth in that Schedule as the Purchase Price for that Equipment.

"Renewal Terms" means, with respect to any Lease, the renewal terms of that Lease, each having a duration of one year and a term coextensive with Lessee's fiscal year.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to Section 4.01.

"Rental Payment Period" means the period beginning on the day a Rental Payment is due and ending the day before the next Rental Payment is due. The first Rental Payment Period for each Schedule shall begin on the Commencement Date for that Schedule in all cases. If Rental Payment Periods are monthly, subsequent Rental Payment Periods shall begin on the same day of each month after the Commencement Date. If Rental Payment Periods are quarterly, subsequent Rental Payment Periods shall begin on the same day of each third month after the Commencement Date. If Rental Payment Periods are semiannual, subsequent Rental Payment Periods shall begin on the same day of each sixth month after the Commencement Date. If Rental Payment Periods are annual, subsequent Rental Payment Periods shall begin on the anniversary of the Commencement Date in each year. If the Commencement Date is the 29th, 30th or 31st day of a month, any subsequent Rental Payment Period that would otherwise begin on the 29th, 30th or 31st day of a month that does not include such a date shall begin on the last day of that month.

"Schedule" means any schedule to this Agreement, substantially in the form of Exhibit B hereto, executed from time to time by the parties hereto.

"State" means the state in which Lessee is located.

"Vendor" means a manufacturer of Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing Equipment.

ARTICLE II

Section 2.01. Representations and Covenants of Lessee. Lessee represents, covenants and warrants for the benefit of Lessor as follows:

(a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the transactions contemplated hereby and to perform all of its obligations hereunder. Lessee is a political subdivision of the State within the meaning of Section 103(a) of the Code or a constituted authority authorized to issue obligations on behalf of a state or local governmental unit within the meaning of the regulations promulgated pursuant to said Section of the Code.

(b) Lessee has duly authorized the execution and delivery of this Agreement by proper action by its governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement.

(c) This Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(d) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.

(e) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the current fiscal year and to meet its other obligations under this Agreement for the current fiscal year, and such funds have not been expended for other purposes.

(f) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

(g) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment listed on the Schedules that currently exist.

(h) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.

(i) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained.

(j) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.

(k) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority.

(l) The Equipment described in this Agreement is essential to the function of Lessee or to the service Lessee provides to its citizens. Lessee has an immediate need for the Equipment list-

ed on the Schedules that currently exist and expects to make immediate use of the Equipment listed on the Schedules that currently exist. Lessee's need for the Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish in the foreseeable future including the Maximum Lease Term applicable to such item. The Equipment will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of Lessee's authority. (m) Lessee has never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement.

ARTICLE III

Section 3.01. Lease of Equipment. Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment listed in each Schedule in accordance with this Agreement and that Schedule for the Lease Term for the Lease of which that Schedule is a part. The Lease Term for each Lease may be continued at the end of the Original Term or any Renewal Term for an additional Renewal Term up to the Maximum Lease Term for that Lease; provided, however, that at the end of the Original Term and at the end of each Renewal Term until the Maximum Lease Term has been completed for a Lease, Lessee shall be deemed to have continued that Lease for the next Renewal Term unless Lessee shall have terminated that Lease pursuant to Section 3.03 or Section 10.01. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Schedules.

Section 3.02. Continuation of Lease Term. Lessee currently intends, subject to Section 3.03, to continue the Lease Term for each Lease through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Maximum Lease Term for each Lease can be obtained. The responsible financial officer of Lessee shall do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made. Including making provision for the Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend a Lease for any Renewal Term is solely within the discretion of the then current governing body of Lessee.

Section 3.03. Nonappropriation. Lessee is obligated only to pay such Rental Payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under a Lease following the then current Original Term or Renewal Term, that Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such written notice shall not extend the term beyond such Original Term or Renewal Term. If a Lease is terminated in accordance with this Section, Lessee agrees, at Lessee's cost and expense, to peacefully deliver the Equipment then subject to that Lease to Lessor at the location or locations to be specified by Lessor.

Section 3.04. Conditions to Lessor's Performance Under Schedules. As a prerequisite to the performance by Lessor of any of its obligations pursuant to the execution and delivery of any Schedule, Lessee shall deliver to Lessor the following:

- (a) A Municipal Certificate executed by the Clerk or Secretary or other comparable officer of Lessee, in substantially the form attached hereto as Exhibit C, completed to the satisfaction of Lessor.
- (b) An Opinion of Counsel to Lessee in substantially the form attached hereto as Exhibit A respecting such Schedule and otherwise satisfactory to Lessor.
- (c) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time pursuant to Section 7.02.
- (d) Such other items, if any, as are set forth in such Schedule or are reasonably required by Lessor.

This Agreement is not a commitment by Lessor to enter into any Schedule not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion.

Lessee will cooperate with Lessor in Lessor's review of any proposed Schedule. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

ARTICLE IV

Section 4.01. Rental Payments. Lessee shall promptly pay Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor on the Commencement Date and on the first day of each Rental Payment Period thereafter, in such amounts and on such dates as set forth in the Schedules. Lessee shall pay Lessor a charge on any Rental Payment not paid on the date such payment is due at the rate of 18% per annum or the maximum amount permitted by law, whichever is less, from such date. As set forth in each Schedule, a portion of each Rental Payment is paid as, and represents payment of, interest.

Section 4.02. Rental Payments to Constitute a Current Expense of Lessee. The obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee, and do not constitute a mandatory payment of obligation of Lessee in any fiscal year beyond the then current fiscal year of Lessee. Lessee's obligation hereunder shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of Lessee.

Section 4.03. RENTAL PAYMENTS TO BE UNCONDITIONAL. EXCEPT AS PROVIDED IN SECTION 3.03, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.

ARTICLE V

Section 5.01. Delivery, Installation and Acceptance of Equipment. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the locations specified in the Schedules and pay any and all delivery and installation costs in connection therewith. When the Equipment listed in any Schedule has been delivered and installed, Lessee shall immediately accept such Equipment and evidence said acceptance by executing and delivering to Lessor an acceptance certificate in the form attached hereto as Exhibit D.

Section 5.02. Enjoyment of Equipment. Lessor shall not interfere with Lessee's quiet use and enjoyment of the Equipment during the Lease Term, except as otherwise expressly set forth in this Agreement.

Section 5.03. Location; Inspection. Once installed, no item of the Equipment will be moved from the location specified for it in the Schedule on which that item is listed without Lessor's consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 5.04. Use and Maintenance of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under this Agreement.

Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition. Upon the request of Lessor, Lessee will enter into a maintenance contract for the Equipment with Vendor.

LESSOR SHALL HAVE NO RESPONSIBILITY TO SERVICE, MAINTAIN, REPAIR OR MAKE IMPROVEMENTS OR ADDITIONS TO THE EQUIPMENT. LESSEE SHALL MAKE ALL CLAIMS FOR SERVICE OR MAINTENANCE SOLELY TO THE VENDOR AND SUCH CLAIMS WILL NOT AFFECT LESSEE'S OBLIGATION TO MAKE ALL REQUIRED RENTAL PAYMENTS.

ARTICLE VI

Section 6.01. Title to the Equipment. Upon acceptance of the Equipment by Lessee, title to the Equipment shall vest in Lessee subject to Lessor's rights under this Agreement; provided that title to the Equipment that is subject to any Lease shall thereafter immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of that Equipment to Lessor, upon (a) any termination of that Lease other than termination pursuant to Section 10.01 or (b) the occurrence of an Event of Default with respect to that Lease. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

Section 6.02. Security Interest. To secure the payment of all of Lessee's obligations under this Agreement, Lessor retains a security interest constituting a first lien on the Equipment and proceeds therefrom. Lessee agrees to execute such additional documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest and the security interest of any assignee of Lessor in the Equipment. Lessee hereby authorizes the filing of financing statements under the Uniform Commercial Code in connection with the security interest granted hereunder.

Section 6.03. Personal Property. Lessor and Lessee agree that the Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

ARTICLE VII

Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all liens, charges and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes and other similar charges. If the use, possession or acquisition of the Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to the Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the Lease Term.

Section 7.02. Insurance. At its own expense, Lessee shall maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reason-

ably required by Lessor, in an amount at least equal to the then applicable Purchase Price of the Equipment. (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b). All insurance proceeds from casualty losses shall be payable as hereinafter provided. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term.

All such casualty and liability insurance shall be with insurers that are acceptable to Lessor, shall name Lessor as a loss payee and an additional insured, respectively, and shall contain a provision to the effect that such insurance shall not be canceled or modified materially without first giving written notice thereof to Lessor at least 10 days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor as their respective interests may appear.

Section 7.03. Advances. In the event Lessee shall fail to either maintain the insurance required by this Agreement, pay the taxes or charges required to be paid by it under this Agreement or keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof, pay such taxes and charges and maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at the rate of 18% per annum or the maximum amount permitted by law, whichever is less.

Section 7.04. Financial Information. Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing budget year and such other financial information relating to the ability of Lessee to continue this Agreement as may be requested by Lessor.

ARTICLE VIII

Section 8.01. Risk of Loss. Lessee is responsible for the entire risk of loss of or damage or destruction to the Equipment. No such loss, damage or destruction shall relieve Lessee of any obligation under this Agreement or any Lease.

Section 8.02. Damage, Destruction and Condemnation. If (a) the Equipment listed on any Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless Lessee shall have exercised its option to purchase that Equipment pursuant to Section 10.01. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

Section 8.03. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, unless Lessee, pursuant to Section 10.01, purchases Lessor's interest in the Equipment destroyed, damaged or taken and any other Equipment listed in the same Schedule. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing Lessor's interest in the Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX

Section 9.01. DISCLAIMER OF WARRANTIES. LESSEE HAS SELECTED THE EQUIPMENT AND THE VENDORS. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY OR REPRESENTATION WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OR MAINTENANCE OF ANY EQUIPMENT OR SERVICE PROVIDED FOR IN THIS AGREEMENT.

Section 9.02. Vendor's Warranties. Lessee may have rights under the contract evidencing the purchase of the Equipment; Lessee is advised to contact the Vendor for a description of any such rights. Lessor hereby assigns to Lessee during the Lease Term all warranties running from Vendor to Lessor. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Equipment that Lessor may have against the Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties by the Vendor of the Equipment.

ARTICLE X

Section 10.01. Purchase Option. Lessee shall have the option to purchase Lessor's interest in all (but not less than all) of the Equipment listed in any Schedule, upon giving written notice to Lessor at least 60 (but not more than 180) days before the date of purchase, at the following times and upon the following terms:

(a) On the date of the last Rental Payment set forth in that Schedule (assuming this

Agreement is renewed at the end of the Original Term and each Renewal Term), if the Agreement is still in effect on such day, upon payment in full of Rental Payments and all other amounts then due on such Schedule and the payment of One Dollar to Lessor;

(b) On the last day of the Original Term or any Renewal Term then in effect, upon payment in full to Lessor of the Rental Payments and all other amounts then due on that Schedule plus the then applicable Purchase Price set forth on that Schedule; or

(c) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in that Schedule, on the day specified in Lessee's notice to Lessor of its exercise of the purchase option upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule plus the then applicable Purchase Price set forth in such Schedule.

ARTICLE XI

Section 11.01. Assignment by Lessor. This Agreement, and the right to receive Rental Payments hereunder, may be assigned and reassigned in whole or in part to one or more assignees by Lessor at any time subsequent to its execution. Lessee hereby appoints Municipal Registrar Services (the "Registrar") as its agent for the purpose of maintaining a written record of each such assignment in form necessary to comply with Section 149(a) of the Code. No such assignment shall be binding on Lessee until the Registrar has received written notice from Lessor of the name and address of the assignee. Lessee agrees to execute all documents, including chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in the Equipment and in this Agreement. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may from time to time have against Lessor.

Lessee shall not be required to prepare an Official Statement or other disclosure document in connection with any assignment by Lessor of its interests hereunder.

Anything in the foregoing to the contrary notwithstanding, Lessor's interest in this Agreement may be assigned in whole or in part upon terms which provide in effect that the assignor or assignee will act as a registrar and a collection and paying agent for owners of partial or total undivided interests in this Agreement, provided that the Registrar receives written notification of the name and address of such collection and paying agent, and such registrar, collection and paying agent agrees to maintain for the full remaining term of this Agreement a written record of each owner of such undivided interests in compliance with Section 149 (a) of the Code.

Section 11.02. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Agreement and in the Equipment may be assigned or encumbered by Lessee for any reason; except that Lessee may sublease all or part of the Equipment if Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Equipment shall be subject to this Agreement and the rights of the Lessor in, to and under this Agreement and the Equipment.

ARTICLE XII

Section 12.01. Events of Default Defined. Subject to the provisions of Section 3.03, any of the following events shall constitute an "Event of Default" under any Lease:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid under that Lease at the time specified in that Lease;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed under that Lease, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to that Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any provision of that Lease shall at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under that Lease.

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default under any Lease exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, declare all Rental Payments and other amounts payable by Lessee under that Lease to the end of the then current Original Term or Renewal Term to be due;

(b) With or without terminating that Lease, Lessor may, upon 5 days written notice to

Lessee, enter the premises where any Equipment that is subject to that Lease is located and retake possession of that Equipment or require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease the Equipment or, for the account of Lessee, sublease the Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee under that Lease plus the then applicable Purchase Price for that Equipment and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees) provided that the amount of Lessee's liability under this subparagraph (b) shall not exceed the Rental Payments and other amounts otherwise due under that Lease plus the remaining Rental Payments and other amounts payable by Lessee under that Lease to the end of the then current Original Term or Renewal Term; and

(c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under that Lease or as the owner of any or all of the Equipment that is subject to that Lease.

In addition, whenever an Event of Default exists with respect to any Rental Payment required by a particular Schedule or with respect to any other payment, covenant, condition, agreement, statement, representation or warranty set forth in that Schedule or applicable to that Schedule or the Equipment listed therein, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to that Schedule and other amounts payable by Lessee under this Agreement to the end of the then current Original Term or Renewal Term to be due;

(b) With or without terminating that Schedule, Lessor may, upon 5 days written notice to Lessee, enter the premises where the Equipment listed in that Schedule is located and retake possession of that Equipment or require Lessee at Lessee's expense to promptly return any or all of that Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease that Equipment or, for the account of Lessee, sublease that Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments payable by Lessee pursuant to that Schedule and other amounts related to that Schedule or the Equipment listed therein that are payable by Lessee hereunder plus the then applicable Purchase Price for that Equipment, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneers' and attorneys' fees) provided that the amount of Lessee's liability under this subparagraph (b) shall not exceed the Rental Payments and other amounts otherwise due under that Schedule plus the remaining Rental Payments and other amounts payable by Lessee under that Schedule to the end of the then current Original Term or Renewal Term; and

(c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under that Schedule, this Agreement with respect to that Schedule and the Equipment listed therein.

In addition to the remedies specified above, Lessor may charge interest on all amounts due to it at the rate of 18% per annum or the maximum amount permitted by law, whichever is less.

The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities under any other Schedules, this Agreement related to any other Schedule or the Equipment listed therein.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice other than such notice as may be required in this Article.

Section 12.04. Agreement to Pay Attorneys' Fees and Expenses. If Lessee should default under any of the provisions hereof and Lessor should employ attorneys or incur other expenses for the collection of moneys or for the enforcement of performance or observance of any obligation or agreement on the part of Lessee contained in this Agreement, Lessee agrees, to the extent it is permitted by law to do so, that it will, if assessed by a court of competent jurisdiction, pay to Lessor the reasonable fees of those attorneys and other reasonable expenses so incurred by Lessor.

Section 12.05. Application of Moneys. Any net proceeds from the exercise of any remedy hereunder (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneers' or attorney's fees) shall be applied as follows:

(a) If such remedy is exercised solely with respect to a single Schedule, Equipment listed in that Schedule or rights under the Agreement related to that Schedule, then to amounts due pursuant to that Schedule and other amounts related to that Schedule or that Equipment.

(b) If such remedy is exercised with respect to more than one Schedule, Equipment listed in more than one Schedule or rights under the Agreement related to more than one Schedule, then to amounts due pursuant to those Schedules pro rata.

ARTICLE XIII

Section 13.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee at its address as it appears on the registration books maintained by Lessee.

Section 13.02. Release and Indemnification. To the extent permitted by law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liabilities, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and

all expenses in connection therewith (including, without limitation, counsel fees and expenses, penalties connected therewith imposed on interest received) arising out of or as (a) result of the entering into of this Agreement, (b) the ownership of any item of the Equipment, (c) the manufacture, ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

Section 13.03. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.04. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.05. Amendments, Changes and Modifications. This Agreement may be amended by Lessor and Lessee.

Section 13.06. Execution in Counterparts; Chattel Paper. This Agreement, including each Schedule, may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument, except (1) to the extent that various Schedules and this Agreement as it relates thereto constitutes separate Leases as provided in this Agreement and (2) that Lessor's interest in, to and under any Schedule and the Agreement as it relates to that Schedule, and the Equipment listed in that Schedule may be sold or pledged only by delivering possession of the original counterpart of that Schedule marked "Counterpart No. 1," which Counterpart No. 1 shall constitute chattel paper for purposes of the Uniform Commercial Code.

Section 13.07. Usury. The parties hereto agree that the charges in this Agreement and any Lease shall not be a violation of usury or other law. Any such excess charge shall be applied in such order as to conform this Agreement and such Lease to such applicable law.

Section 13.08. Jury Trial Waiver. TO THE EXTENT PERMITTED BY LAW, LESSEE AGREES TO WAIVE ITS RIGHT TO A TRIAL BY JURY.

Section 13.09. Facsimile Documentation. Lessee agrees that a facsimile copy of this Agreement or any Lease with facsimile signatures may be treated as an original and will be admissible as evidence of this Agreement or such Lease.

Section 13.10. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 13.11. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

LESSOR SIGNATURE	De Lage Landen Public Finance LLC	
	1111 Old Eagle School Road, Wayne, PA 19087	
	Signature	Date
	Print Name	
Title		

LESSEE SIGNATURE	Lessor Name	
	HAWKINS COUNTY TENNESSEE	
	Signature	Date
	Charlotte M. Britton 10-21-10	
	Print Name	
	Charlotte M. Britton	
Title		Director of Schools
Seal		
Signature		
William E. Shedden		
Print Name		
W. E. Shedden		10/21/10
Address		
Arista of Maintenance & Facilities		
Title		
200 N. Depot St		
Address		
Rogersville, TN		37857
City		State Zip

07PF00040v1

(SAMPLE - TO BE SUBMITTED ON ATTORNEY LETTERHEAD)

EXHIBIT A
FORM OF OPINION OF LESSEE'S COUNSEL

Closing Date: DECEMBER 15, 2010

De Lage Landen Public Finance LLC
1111 Old Eagle School Road
Wayne, PA 19087

Re: Schedule of Equipment No. 1, dated DECEMBER 15, 2010, to Master Equipment Lease Purchase Agreement dated as of DECEMBER 15, 2010, between De Lage Landen Public Finance LLC, as Lessor, and HAWKINS COUNTY TENNESSEE, as Lessee.

Gentlemen:

As legal counsel to HAWKINS COUNTY TENNESSEE (the "Lessee"), I have examined (a) an executed counterpart of a certain Master Equipment Lease Purchase Agreement, dated as of DECEMBER 15, 2010, and Exhibits thereto by and between De Lage Landen Public Finance LLC (the "Lessor") and Lessee (the "Agreement") and Schedule of Equipment No. 1, dated DECEMBER 15, 2010, by and between Lessor and Lessee (the "Schedule"), which, among other things, provides for the lease to with option to purchase by the Lessee of certain property listed in the Schedule (the "Equipment"), (b) an executed counterpart of the ordinances or resolutions of Lessee which, among other things, authorizes Lessee to execute the Agreement and the Schedule and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

- (1) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power;
- (2) Lessee has the requisite power and authority to lease the Equipment with an option to purchase and to execute and deliver the Agreement and the Schedule and to perform its obligations under the Agreement and the Schedule;
- (3) The Agreement, the Schedule and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee and the Agreement and the Schedule are valid and binding obligations of Lessee enforceable in accordance with their terms;
- (4) The authorization, approval and execution of the Agreement and the Schedule and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws; and
- (5) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the Schedule or the security interest of Lessor or its assigns, as the case may be, in the Equipment.

All capitalized terms herein shall have the same meanings as in the foregoing Agreement unless otherwise provided herein. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments are entitled to rely on this opinion.

Signature: Charlotte M. Britton
Print Name: Charlotte M. Britton Date: 10-21-10
Address: Hawkins County Bd. of Education, 200 N. Depot St.,
City: Rogersville State: TN Zip: 37857
Telephone: 423-272-7629

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EXHIBIT B

SCHEDULE OF EQUIPMENT NO. 1

COUNTERPART NO. _____

LESSOR'S INTEREST IN, TO AND UNDER THIS SCHEDULE AND THE AGREEMENT AS IT RELATES TO THIS SCHEDULE MAY BE SOLD OR PLEDGED ONLY BY DELIVERING POSSESSION OF COUNTERPART NO. 1 OF THIS SCHEDULE, WHICH COUNTERPART NO. 1 SHALL CONSTITUTE CHATTEL PAPER FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE.

Re: Master Equipment Lease Purchase Agreement, dated as of DECEMBER 15, 2010, between De Lage Landen Public Finance LLC, as Lessor, and HAWKINS COUNTY TENNESSEE, as Lessee.

1. **Defined Terms.** All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease Purchase Agreement (the "Master Equipment Lease").

2. **Equipment.** The Equipment included under this Schedule of Equipment is comprised of the items described in the Equipment Description attached hereto as Attachment 1, together with all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

3. **Payment Schedule.** The Rental Payments and Purchase Prices under this Schedule of Equipment are set forth in the Payment Schedule attached as Attachment 2 hereto.

4. **Representations, Warranties and Covenants.** Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the date of commencement of Rental Payments on this Schedule.

5. **Certification as to Arbitrage and Tax Covenants.** Lessee hereby represents as follows:

- (a) The estimated total costs of the Equipment listed in this Schedule will not be less than the total Principal Portion of the Rental Payments listed in this Schedule.
- (b) The Equipment listed in this Schedule has been ordered or is expected to be ordered within six months of the commencement of this Schedule and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within one year from the commencement of this Schedule.
- (c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments listed in this Schedule, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments listed in this Schedule.
- (d) The Equipment listed in this Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments listed in this Schedule.
- (e) To the best of our knowledge, information and belief, the above expectations are reasonable.
- (f) Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.

Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation.

6. **The Master Equipment Lease.** This Schedule is hereby made as part of the Master Equipment Lease and Lessor and Lessee hereby ratify and confirm the Master Equipment Lease. The terms and provisions of the Master Equipment Lease (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated by reference and made a part hereof.

7. **Other Provisions.**

LESSOR SIGNATURE	Lessor DE LAGE LANDEN PUBLIC FINANCE LLC	
	Signature	Date
	Print Name	
	Title	
	Attest Name	
	Attest Signature	Date
	Title	
Lease Number		

LESSEE SIGNATURE	Lessor HAWKINS COUNTY TENNESSEE	
	Signature	Date
	Print Name	
	Title	
	Seal	
	Attest Name	Date
	Attest Signature	Date
	Title	
	Address	
	City	State

07PFDDC048BV1

EXHIBIT C MUNICIPAL CERTIFICATE

Re: Schedule of Equipment No. _____, dated DECEMBER 15, 2010, to Master Equipment Lease Purchase Agreement dated as of DECEMBER 15, 2010, between De Lage Landen Public Finance LLC, as Lessor, and HAWKINS COUNTY TENNESSEE, as Lessee.

I, the undersigned, the duly appointed, qualified and acting Director of Schals (Clerk or Secretary) of the above-captioned Lessee do hereby certify this 21st day of October, 2010, as follows:

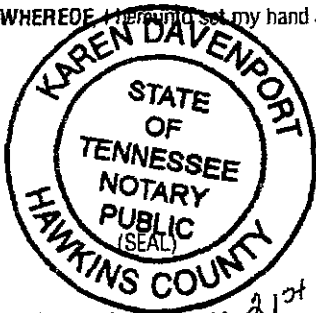
- (1) Lessee did, at a regular (regular or special) meeting of the governing body of the Lessee held on Oct. 14th, 2010, by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Schedule of Equipment No. Schedule A (the "Schedule") on its behalf by the following named representative of the Lessee, to wit:

<u>Charlotte M. Britton</u>	<u>Director of Schools</u>	<u>Charlotte M. Britton</u>
Printed Name of (Person Executing the Lease)	Title	Signature of (Person Executing the Lease)

- (2) The above-named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.
- (3) The meeting of the governing body of the Lessee at which the Schedule was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval and that the action approving the Schedule and authorizing the execution thereof has not been altered or rescinded.
- (4) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the above-referenced Master Equipment Lease Purchase Agreement) exists at the date hereof.
- (5) All insurance required in accordance with the above-referenced Master Equipment Lease Purchase Agreement is currently maintained by the Lessee.
- (6) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term (as such terms are defined in the above-referenced Master Equipment Lease Purchase Agreement) and such funds have not been expended for other purposes.
- (7) The fiscal year of Lessee is from July 1, 2010 to June 30, 2011.

****This signature line to be signed by person authorized by the governing body to execute the documents on behalf of the Municipality.**

IN WITNESS WHEREOF, I hereunto set my hand and the seal of the governing body of the Lessee the day and year first above written.



Lessee Name: HAWKINS COUNTY TENNESSEE
 Name: Charlotte M. Britton
 Title: Director of Schools

Subscribed to and sworn before me this 21st day of October, 2010.

Karen Davenport
Notary Public

My commission expires March 29, 2011.

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ATTACHMENT 1

EQUIPMENT DESCRIPTION

Quantity	Description/Serial No./Model No.	Location
	Phillips Lighting Fixtures:	Rogersville MS
478	GOS2G232UNVHI-841	958 E. McKinney Ave
187	GOB2S232UNVHI	Rogersville, TN 37857
4	GOS2G217UNVHI-841	
32	SPS2GFSVI232UNVHI-841	
102	JS4A232UNVHI	
37	SW4S232HPFUNVHI	
1	SW8T232HPFUNVH4	
12	ST4WA232UNVHI	
80	LLC2URW	
18	FBW654EB4-8841	
18	FBWGuard	
18	Grip5VHook	
6	FBN454EB1-8841	
6	FBNGuard	
6	Grip5VHook	
680	P246710	
	Phillips Lighting Fixtures:	Cherokee HS
442	GOS2G232UNVHI-841	2927 Hwy 66 S
422	GOB2S232UNVHI	Rogersville, TN 37857
22	GOS1G132UNVHI-841	
32	GOS2G217UNVHI-841	
15	GOB2S232UNVDimming Ballast	
293	SPS2GFSVI332UNVHI-841	
139	JS4A232UNVHI	
9	JS4B432UNVH4	
189	ST4WA232UNVHI	
9	ST8WA232UNVH4	
3	LSW4132UNVHI	
24	LSW2117UNVHI	
50	FBN454EB1-8841	
50	Grip5VHook	
79	LLC2URW	
51	KW8S232UNVHI	
12	5543SN238U	
15	P157032	
36	P367938	
1833	P246710	
24	P345132	

Signature: Charlotte M. Britton Date: 10-21-10
 Print Name: Charlotte M. Britton

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ATTACHMENT 1

EQUIPMENT DESCRIPTION

Quantity	Description/Serial No./Model No.	Location
	Phillips Lighting Fixtures:	Rogersville MS
478	GOS2G232UNVHI-841	958 E. McKinney Ave
187	GOB2S232UNVHI	Rogersville, TN 37857
4	GOS2G217UNVHI-841	
32	SPS2GFSVI232UNVHI-841	
102	JS4A232UNVHI	
37	SW4S232HPFUNVHI	
1	SW8T232HPFUNVH4	
12	ST4WA232UNVHI	
80	LLC2URW	
18	FBW654EB4-8841	
18	FBWGuard	
18	Grip5VHook	
6	FBN454EB1-8841	
6	FBNGuard	
6	Grip5VHook	
680	P246710	
	Phillips Lighting Fixtures:	Cherokee HS
442	GOS2G232UNVHI-841	2927 Hwy 66 S
422	GOB2S232UNVHI	Rogersville, TN 37857
22	GOS1G132UNVHI-841	
32	GOS2G217UNVHI-841	
15	GOB2S232UNVDimming Ballast	
293	SPS2GFSVI332UNVHI-841	
139	JS4A232UNVHI	
9	JS4B432UNVH4	
189	ST4WA232UNVHI	
9	ST8WA232UNVH4	
3	LSW4132UNVHI	
24	LSW2117UNVHI	
50	FBN454EB1-8841	
50	Grip5VHook	
79	LLC2URW	
51	KW8S232UNVHI	
12	5543SN239U	
15	P157032	
36	P367938	
1833	P246710	
24	P345132	

Signature: Charlotte M. Britton Date: 10-21-10
 Print Name: Charlotte M. Britton

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ATTACHMENT 1

EQUIPMENT DESCRIPTION

Quantity	Description/Serial No./Model No.	Location
	<i>Phillips Lighting Fixtures:</i>	
442	GOS2G232UNVHI-841	Volunteer HS
422	GOB2S232UNVHI	1050 Volunteer Blvd.
22	GOS1G132UNVHI-841	Church Hill, TN 37642
32	GOS2G217UNVHI-841	
15	GOB2S232UNVDimming Ballast	
293	SPS2GFSVI332UNVHI-841	
139	JS4A232UNVHI	
9	JS4B432UNVH4	
189	ST4WA232UNVHI	
9	ST8WA232UNVH4	
3	LSW4132UNVHI	
24	LSW2117UNVHI	
50	FBN454EB1-8841	
50	Grip5VHook	
79	LLC2URW	
51	KW8S232UNVHI	
12	5543SN239U	
15	P157032	
36	P367938	
1833	P246710	
24	P345132	

Signature: Charlotte M. Britton

Date: 10-21-10

Print Name: Charlotte M. Britton

07PFDDC049V1

ATTACHMENT 2

PAYMENT SCHEDULE

	Date	Payment	Interest	Principal	Balance	Purchase Price
Loan	12/15/2010				883,613.00	
1	01/15/2011	12,021.24	3,350.37	8,670.87	874,942.13	892,440.97
2	02/15/2011	12,021.24	3,317.50	8,703.74	866,238.39	883,563.16
3	03/15/2011	12,021.24	3,284.49	8,736.75	857,501.64	874,651.67
4	04/15/2011	12,021.24	3,251.37	8,769.87	848,731.77	865,706.41
5	05/15/2011	12,021.24	3,218.12	8,803.12	839,928.65	856,727.22
6	06/15/2011	12,021.24	3,184.74	8,836.50	831,092.15	847,713.99
7	07/15/2011	12,021.24	3,151.23	8,870.01	822,222.14	838,666.58
8	08/15/2011	143,357.00	3,117.60	140,239.40	681,982.74	695,622.39
9	09/15/2011	12,021.24	2,585.86	9,435.38	672,547.36	685,998.31
10	10/15/2011	12,021.24	2,550.08	9,471.16	663,076.20	676,337.72
11	11/15/2011	12,021.24	2,514.17	9,507.07	653,569.13	666,640.51
12	12/15/2011	12,021.24	2,478.12	9,543.12	644,026.01	656,906.53
13	01/15/2012	12,021.24	2,441.94	9,579.30	634,446.71	647,135.64
14	02/15/2012	12,021.24	2,405.62	9,615.62	624,831.09	637,327.71
15	03/15/2012	12,021.24	2,369.16	9,652.08	615,179.01	627,482.59
16	04/15/2012	12,021.24	2,332.56	9,688.68	605,490.33	617,600.14
17	05/15/2012	12,021.24	2,295.82	9,725.42	595,764.91	607,680.21
18	06/15/2012	12,021.24	2,258.95	9,762.29	586,002.62	597,722.67
19	07/15/2012	12,021.24	2,221.93	9,799.31	576,203.31	587,727.38
20	08/15/2012	12,021.24	2,184.78	9,836.46	566,366.85	577,694.19
21	09/15/2012	12,021.24	2,147.48	9,873.76	556,493.09	567,622.95
22	10/15/2012	12,021.24	2,110.04	9,911.20	546,581.89	557,513.53
23	11/15/2012	12,021.24	2,072.46	9,948.78	536,633.11	547,365.77
24	12/15/2012	12,021.24	2,034.74	9,986.50	526,646.61	537,179.54
25	01/15/2013	12,021.24	1,996.87	10,024.37	516,622.24	526,954.68
26	02/15/2013	12,021.24	1,958.86	10,062.38	506,559.86	516,691.06
27	03/15/2013	12,021.24	1,920.71	10,100.53	496,459.33	506,388.52
28	04/15/2013	12,021.24	1,882.41	10,138.83	486,320.50	496,046.91
29	05/15/2013	12,021.24	1,843.97	10,177.27	476,143.23	485,666.09
30	06/15/2013	12,021.24	1,805.38	10,215.86	465,927.37	475,245.92
31	07/15/2013	12,021.24	1,766.65	10,254.59	455,672.78	464,786.24

	Date	Payment	Interest	Principal	Balance	Purchase Price
32	08/15/2013	12,021.24	1,727.76	10,293.48	445,379.30	454,286.89
33	09/15/2013	12,021.24	1,688.73	10,332.51	435,046.79	443,747.73
34	10/15/2013	12,021.24	1,649.56	10,371.68	424,675.11	433,168.61
35	11/15/2013	12,021.24	1,610.23	10,411.01	414,264.10	422,549.38
36	12/15/2013	12,021.24	1,570.75	10,450.49	403,813.61	411,889.88
37	01/15/2014	12,021.24	1,531.13	10,490.11	393,323.50	401,189.97
38	02/15/2014	12,021.24	1,491.35	10,529.89	382,793.61	390,449.48
39	03/15/2014	12,021.24	1,451.43	10,569.81	372,223.80	379,668.28
40	04/15/2014	12,021.24	1,411.35	10,609.89	361,613.91	368,846.19
41	05/15/2014	12,021.24	1,371.12	10,650.12	350,963.79	357,983.07
42	06/15/2014	12,021.24	1,330.74	10,690.50	340,273.29	347,078.76
43	07/15/2014	12,021.24	1,290.21	10,731.03	329,542.26	336,133.11
44	08/15/2014	12,021.24	1,249.52	10,771.72	318,770.54	325,145.95
45	09/15/2014	12,021.24	1,208.67	10,812.57	307,957.97	314,117.13
46	10/15/2014	12,021.24	1,167.68	10,853.56	297,104.41	303,046.50
47	11/15/2014	12,021.24	1,126.52	10,894.72	286,209.69	291,933.88
48	12/15/2014	12,021.24	1,085.21	10,936.03	275,273.66	280,779.13
49	01/15/2015	12,021.24	1,043.75	10,977.49	264,296.17	269,582.09
50	02/15/2015	12,021.24	1,002.13	11,019.11	253,277.06	258,342.60
51	03/15/2015	12,021.24	960.34	11,060.90	242,216.16	247,060.48
52	04/15/2015	12,021.24	918.40	11,102.84	231,113.32	235,735.59
53	05/15/2015	12,021.24	876.31	11,144.93	219,968.39	224,367.76
54	06/15/2015	12,021.24	834.05	11,187.19	208,781.20	212,956.82
55	07/15/2015	12,021.24	791.63	11,229.61	197,551.59	201,502.62
56	08/15/2015	12,021.24	749.05	11,272.19	186,279.40	190,004.99
57	09/15/2015	12,021.24	706.31	11,314.93	174,964.47	178,463.76
58	10/15/2015	12,021.24	663.41	11,357.83	163,606.64	166,878.77
59	11/15/2015	12,021.24	620.34	11,400.90	152,205.74	155,249.85
60	12/15/2015	12,021.24	577.11	11,444.13	140,761.61	143,576.84
61	01/15/2016	12,021.24	533.72	11,487.52	129,274.09	131,859.57
62	02/15/2016	12,021.24	490.17	11,531.07	117,743.02	120,097.88
63	03/15/2016	12,021.24	446.44	11,574.80	106,168.22	108,291.58
64	04/15/2016	12,021.24	402.56	11,618.68	94,549.54	96,440.53
65	05/15/2016	12,021.24	358.50	11,662.74	82,886.80	84,544.54
66	06/15/2016	12,021.24	314.28	11,706.96	71,179.84	72,603.44

	Date	Payment	Interest	Principal	Balance	Purchase Price
67	07/15/2016	12,021.24	269.89	11,751.35	59,428.49	60,617.06
68	08/15/2016	12,021.24	225.33	11,795.91	47,632.58	48,585.23
69	09/15/2016	12,021.24	180.61	11,840.63	35,791.95	36,507.79
70	10/15/2016	12,021.24	135.71	11,885.53	23,906.42	24,384.55
71	11/15/2016	12,021.24	90.65	11,930.59	11,975.83	12,215.35
72	12/15/2016	12,021.24	45.41	11,975.83	0.00	
Grand Totals		996,865.04	113,252.04	883,613.00		

APPROVED:

HAWKINS COUNTY TENNESSEE

SIGNATURE: Charlotte M. Britton

SIGNED BY: Charlotte M. Britton

Information Return for Tax-Exempt Governmental Obligations

Under Internal Revenue Code Section 149(e) See separate instructions. Caution: If the issue price is under \$100,000, Use Form 8038-GC

Part I Reporting Authority If Amended Return, check here 1 Issuer's Name HAWKINS COUNTY TENNESSEE 2 Issuer's employer identification number (EIN) 3 Number and street (or P.O. box if mail is not delivered to street address) 951 E. MCKINNEY AVE Room/Suite STE A 4 Report number (For IRS Use Only) 5 City, town, or post office, state and ZIP code ROGERSIVELLE TN 37857 6 Date of issue 7 Name of Issue SCHEDULE OF EQUIPMENT NO. 1 TO MASTER EQUIPMENT LEASE PURCHASE AGREEMENT DATED 12/15/10 8 CUSIP Number 9 Name and title of officer or legal representative whom the IRS may call for more information 10 Telephone number of officer or legal representative

Part II Type of Issue (check applicable box(es) and enter the issue price) See instructions and attach schedule 11 Education 12 Health and hospital 13 Transportation 14 Public safety 15 Environment (including sewage bonds) 16 Housing 17 Utilities 18 Other. Describe 883613.00 19 If obligations are TANs or RANs, check box 19a If obligations are BANs, check box 19b 20 If obligations are in the form of a lease or installment sale, check box

Part III Description of Obligations Complete for the entire issue for which this form is being filed Table with columns: (a) Final Maturity date, (b) Issue Price, (c) Stated redemption price at maturity, (d) Weighted average maturity, (e) Yield. Row 21: 12/15/16, 883613.00, 883613.00, 2.73558147 Years, 4.55 %

Part IV Use of Proceeds of Bond Issue (including underwriters' discount) 22 Proceeds used for accrued interest 23 Issue price of entire issue (enter amount from line 21, column (b)) 883613.00 24 Proceeds used for bond issuance costs (including underwriters' discount) 25 Proceeds used for credit enhancement 26 Proceeds allocated to reasonably required reserve or replacement fund 27 Proceeds used to currently refund prior issues 28 Proceeds used to advance refund prior issues 29 Total (add lines 24 through 28) \$0.00 30 Nonrefunding proceed of the issue (subtract line 29 from line 23 and enter amount here) 883613.00

Part V Description of Refunded Bonds (Complete this part only for refunding bonds) 31 Enter the remaining weighted average maturity of the bonds to be currently refunded years 32 Enter the remaining weighted average maturity of the bonds to be advance refunded years 33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) 34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)

Part VI Miscellaneous 35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) 36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) b Enter the final maturity date of the GIC 37 Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units 37a b If this issue is a loan made from the proceeds of another tax-exempt issue, check box and enter the name of the issuer and the date of the issue 38 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box 39 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box 40 If the issuer has identified a hedge, check box

Signature and Consent Under the penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above. Charlotte M. Britton 10-21-10 Charlotte M. Britton, Director of Schools

Paid Preparer's Use Only Preparer's signature Date Check if self-employed Preparer's SSN or PTIN Firm's name (or yours if self-employed), address, and ZIP code EIN Phone no.

EXHIBIT D ACCEPTANCE CERTIFICATE

De Lage Landen Public Finance LLC
1111 Old Eagle School Road
Wayne, PA 19087

Ladies and Gentlemen:

Re: Schedule of Equipment No. _____, dated DECEMBER 15, 2010, to Master Equipment Lease Purchase Agreement dated as of DECEMBER 15, 2010, between De Lage Landen Public Finance LLC, as Lessor, and HAWKINS COUNTY TENNESSEE, as Lessee.

In accordance with the Master Equipment Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

- (1) All of the Equipment (as such term is defined in the Agreement) listed in the above-referenced Schedule of Equipment (the "Schedule") has been delivered, installed and accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.
- (4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

(SEAL)

LESSEE SIGNATURE	Lessee HAWKINS COUNTY TENNESSEE	
	Signature <i>Charlotte M. Britton</i>	Date <i>10-21-10</i>
	Print Name Charlotte M. Britton	
	Title Director of Schools	

07PFDOC048FV1

ESCROW AGREEMENT

This ESCROW AGREEMENT (the "Escrow Agreement"), dated as of DECEMBER 15, 2010, and entered into among De Lage Landen Public Finance LLC, a Delaware limited liability company ("Lessor"), HAWKINS COUNTY TENNESSEE, a public body corporate and politic existing under the laws of TN ("Lessee"), and Deutsche Bank National Trust Company, a **National Banking Association**, as escrow agent (the "Escrow Agent").

Name of Acquisition Fund: _____

Equipment Acquisition Fund Account No.: _____

Amount of Deposit into the Acquisition Fund: _____

TERMS AND CONDITIONS

1. This Escrow Agreement relates to and is hereby made a part of Schedule of Equipment No. 1, dated as of DECEMBER 15, 2010 (the "Schedule"), to the Master Equipment Lease Purchase Agreement dated as of DECEMBER 15, 2010 (the "Agreement"), between Lessor and Lessee.
2. Except as otherwise defined herein, all terms defined in the Agreement shall have the same meaning for the purposes of this Escrow Agreement as in the Agreement.
3. Lessor, Lessee and Escrow Agent agree that the Escrow Agent will act as sole Escrow Agent under the Schedule and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement. The Escrow Agent shall not be deemed to be a party to the Schedule or the Agreement, and this Escrow Agreement shall be deemed to constitute the entire agreement between Lessor and Lessee and Escrow Agent.
4. There is hereby established in the custody of Escrow Agent a special trust fund designated as set forth above (the "Acquisition Fund") to be held and administered by the Escrow Agent in trust for the benefit of Lessor and Lessee in accordance with this Escrow Agreement.
5. Lessor shall deposit in the Acquisition Fund the amount specified above. Moneys held by the Escrow Agent hereunder shall be invested and reinvested by the Escrow Agent upon written direction of an authorized representative of Lessee in Qualified Investments (as hereinafter defined) maturing or subject to redemption at the option of the holder thereof prior to the date on which it is expected that such funds will be needed. The Escrow Agent may act as purchaser or agent in the making or disposing of any investment. The Escrow Agent shall have no obligation to invest or reinvest moneys if deposited with the Escrow Agent after 11:00 a.m. (E.S.T.) on such day of deposit. Instructions received after 11:00 a.m. (E.S.T.) will be treated as if received on the following business day. The Escrow Agent shall have no responsibility for any investment losses resulting from the investment, reinvestment or liquidation of funds held in the Acquisition Fund. Any interest or other income received on such investment and reinvestment of such funds shall become part of the Acquisition Fund and any losses incurred on such investment and reinvestment of such funds shall be debited against the Acquisition Fund. If a selection is not made and a written direction not given to the Escrow Agent, such funds shall remain uninvested with no liability for interest thereon. It is agreed and understood that the entity serving as Escrow Agent may earn fees associated with the investments described herein in accordance with the terms of such investments. Notwithstanding the foregoing, the Escrow Agent shall have the power to sell or liquidate the foregoing investments whenever the Escrow Agent shall be required to pay or disburse all or any portion of the funds held hereunder pursuant to the provisions hereof. In no event shall the Escrow Agent be deemed an investment manager or adviser in respect of any selection of investments hereunder.
6. "Qualified Investments" shall be defined for purposes of this Escrow Agreement as follows:
 - (a) For Schedules not qualified for the arbitrage rebate exception for small governmental units under Section 148(f)(4)(C) of the Code, "Qualified Investments" means, to the extent the same are at the time legal for investment of the funds being invested: (i) United States Treasury Bills or United States Treasury Notes traded on an open market or issued directly by the United States at a yield at current market rates; (ii) obligations the interest of which is not includable in the gross income of the owner thereof for federal income tax purposes under Section 103 of the Code and which are rated AA or better by Standard & Poor's Corporation or Aa or better by Moody's Investors Service, Inc., or (iii) shares of qualified regulated investment companies which distribute exempt interest dividends within the meaning of Section 852 of the Code and which are rated AA or better by Standard & Poor's Corporation or Aa or better by Moody's Investors Service, Inc. (tax exempt mutual funds).
 - (b) For Schedules qualified for the arbitrage rebate exception for small governmental units under Section 148(f)(4)(C) of the Code, "Qualified Investments" means to the extent the same are at the time legal for investment of the funds being invested: (i) direct general obligations of the United States of America; (ii) obligations the timely payment of the principal of and interest on which is fully and unconditionally guaranteed by the United States of America; (iii) general obligations of the agencies and instrumentalities of the United States of America acceptable to Lessor; (iv) certificates of deposit, time deposits or demand deposits with any bank or savings institution including the Escrow Agent or any affiliate thereof, provided that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in (i), (ii) or (iii) above; (v) repurchase agreements with any state or national bank or trust company, including the Escrow Agent or any affiliate thereof, that are secured by obligations of the type described in (i), (ii) or (iii) above, provided that such collateral is free and clear of claims of third parties and that the Escrow Agent or a third party acting solely as agent for the Escrow Agent has possession of such collateral and a perfected first security interest in such collateral; or (vi) shares of money market funds which are registered under the Investment Act of 1940, as amended, and which are rated AAA by Standard & Poor's Corporation or Aaa by Moody's Investors Service, Inc.
7. Moneys in the Acquisition Fund shall be used to pay for the cost of acquisition of the Equipment listed in the Schedule. Payment shall be made from the Acquisition Fund for the cost of acquisition of part or all of said Equipment listed in the Schedule upon presentation to Escrow Agent of one or more properly executed Payment Request and Acceptance Certificates, a form of which is attached as Exhibit A, executed by Lessee and approved by Lessor, together with an invoice for the cost of the acquisition of said Equipment for which payment is requested and a written approval by Lessor of the Vendor be paid.
8. The Acquisition Fund shall terminate upon the occurrence of the earlier of (a) the presentation of a proper Payment Request and Acceptance Certificate, with the portion thereof designated "Final Acceptance Certificate", properly executed by Lessee, or (b) the presentation of written notification by the Lessor, or, if the Lessor shall have assigned its interest under the Schedule, then the assignees or subassignees of all of Lessor's interest under the Schedule or an Agent on their behalf, that an Event of Default has occurred or that Lessee has terminated the Agreement pursuant to Section 3.03 of the Agreement. Upon termination as described in clause (a) of this paragraph, any amount remaining in the Acquisition Fund shall be used to prepay the principal component of Rental Payments unless Lessor directs that payment of such amount be made in such other manner direct-

ed by Lessor that, in the opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes. If any such amount is used to prepay principal, the Schedule of Rental Payments appearing in the Schedule shall be revised accordingly as specified by Lessor. Upon termination as described in clause (b) of this paragraph, any amount remaining in the Acquisition Fund shall immediately be paid to Lessor or to any assignees or subassignees of Lessor interest in this Schedule.

9. The Escrow Agent may at any time resign by giving at least 30 days written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of a successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, Escrow Agent may be removed at any time, with or without cause, by an instrument in writing executed by Lessor and Lessee. In the event of any resignation or removal of Escrow Agent, a successor Escrow Agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent. Thereupon such successor Escrow Agent shall, without any further act or deed, be fully vested with all the trusts, powers, rights, duties and obligations of Escrow Agent under this Escrow Agreement and the predecessor Escrow Agent shall deliver all moneys and securities held by it under this Escrow Agreement to such successor Escrow Agent.
10. Escrow Agent incurs no liability to make any disbursements pursuant to the Escrow Agreement except from funds held in the Acquisition Fund. Escrow Agent makes no representations or warranties as to the title to any Equipment listed in the Schedule or as to the performance of any obligations of Lessor or Lessee.
11. The parties hereto acknowledge that in accordance with Section 326 of the USA Patriot Act the Escrow Agent, like all financial institutions and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with Deutsche Bank Trust Company Americas. The parties to this Agreement agree that they will provide the Escrow Agent with such information as it may request in order for the Escrow Agent to satisfy the requirements of the USA Patriot Act.
12. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State in which the Escrow Agent is located.
13. In the event any provision of this Escrow Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
14. This Escrow Agreement may not be amended except by a written instrument executed by Lessor, Lessee and Escrow Agent.
15. This Escrow Agreement may be executed in several counterparts, each of which so executed shall be an original.

IN WITNESS WHEREOF, Lessor, Lessee and Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives, all as of the _____ day of October 21, 2010.

LESSOR SIGNATURE	Lessor <u>DE LAGE LANDEN PUBLIC FINANCE, LLC</u>
	Signature _____
	Print Name _____
	Title _____

LESSEE SIGNATURE	Lessee <u>HAWKINS COUNTY TENNESSEE</u>
	Signature <u>Charlotte M. Britton</u>
	Print Name <u>Charlotte M. Britton</u>
	Title <u>Director of Schools</u>

ESCROW AGENT SIGNATURE	Escrow Agent <u>DEUTSCHE BANK NATIONAL TRUST COMPANY</u>
	Signature _____
	Print Name _____
	Title _____

ESCROW AGENT SIGNATURE	Escrow Agent <u>DEUTSCHE BANK NATIONAL TRUST COMPANY</u>
	Signature _____
	Print Name _____
	Title _____

09PFDDC124

PAYMENT REQUEST AND ACCEPTANCE CERTIFICATE FORM

To: **Deutsche Bank National Trust Company, Escrow Agent**
 Trust and Security Services
 200 South Tryon Street Ste. 550
 Charlotte, NC 28202

and

De Lage Landen Public Finance LLC, Lessor
 1111 Old Eagle School Road
 Wayne, PA 19087

Re: _____ Equipment Acquisition Fund No. _____ estab-
 lished by the Escrow Agreement, dated as of DECEMBER 15, 20 10, (the "Escrow Agreement"), among De Lage Landen
 Public Finance, LLC ("Lessor"), HAWKINS COUNTY TENNESSEE
 ("Lessee") and Deutsche Bank National Trust Company, as Escrow Agent (the "Escrow Agent")

Ladies and Gentlemen:

The Escrow Agent is hereby requested to pay from the Acquisition Fund to the person or corporation designated below as Payee, the sum set forth below in pay-
 ment of a portion or all of the cost of the acquisition of the equipment described below. The amount shown below is due and payable under the invoice of the Payee attached
 hereto with respect to the cost of the acquisition of the equipment and has not formed the basis of any prior request for payment. The equipment described below is part
 or all of the "Equipment" that is listed in the Equipment Lease Purchase Agreement (the "Agreement") described in the Escrow Agreement.

EQUIPMENT INFORMATION	Quantity	Serial Number	Item	Amount

PAYEE	Full Legal Name	<u>Hawkins County Board of Education</u>		
	Billing Address	<u>200 N. Depot Street</u>	Phone Number	<u>423-272-7629</u>
	City	<u>Rogersville</u>	State	<u>TN</u>
			Zip Code	<u>37857</u>

Lessee hereby certifies and represents to and agrees with Lessor and the Escrow Agent as follows:

1. The Equipment described above has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of said equipment as it deems necessary and appropriate and hereby acknowledges that it accepts said equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.
4. No event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default (as such term is defined in the Agreement) exists at the date hereof.

Dated: DECEMBER 15, 20 10

LESSEE SIGNATURE	Lessee	<u>HAWKINS COUNTY TENNESSEE</u>
	Signature	<u>Charlotte M. Britton</u>
	Print Name	<u>Charlotte M. Britton</u>
	Title	<u>Director of Schools</u>

LESSOR SIGNATURE	Lessor	<u>DE LAGE LANDEN PUBLIC FINANCE LLC</u>
	Signature	
	Print Name	
	Title	

08PFDDC080A3

FINAL ACCEPTANCE CERTIFICATE

Date 10-21-10

THIS CERTIFICATE IS TO BE EXECUTED ONLY WHEN ALL EQUIPMENT HAS BEEN ACCEPTED.

The undersigned hereby certifies that the equipment described above, together with the equipment described in and accepted by Payment Request and Acceptance Certificates previously filed by Lessee with the Escrow Agent and Lessor pursuant to the Escrow Agreement, constitutes all of the Equipment.

LESSEE SIGNATURE	Lessee: <u>HAWKINS COUNTY TENNESSEE</u>
	Signature: <u>Charlotte M. Britton</u>
	Print Name: <u>Charlotte M. Britton</u>
	Title: <u>Director of Schools</u>

08PFDC0808v3

FINAL ACCEPTANCE CERTIFICATE

Date 10-21-10

THIS CERTIFICATE IS TO BE EXECUTED ONLY WHEN ALL EQUIPMENT HAS BEEN ACCEPTED.

The undersigned hereby certifies that the equipment described above, together with the equipment described in and accepted by Payment Request and Acceptance Certificates previously filed by Lessee with the Escrow Agent and Lessor pursuant to the Escrow Agreement, constitutes all of the Equipment.

LESSEE SIGNATURE	Lessee: HAWKINS COUNTY TENNESSEE
	Signature: <i>Charlotte M. Britton</i>
	Print Name: Charlotte M. Britton
	Title: Director of Schools

08PFD000808v3

BILLING INFORMATION

PLEASE COMPLETE THIS FORM AND RETURN WITH DOCUMENTS

In order for DE LAGE LANDEN PUBLIC FINANCE LLC to properly bill and credit your account, it is necessary that you complete this form and return it with the signed documents.

Billing Name: Hawkins County Board of Education
Billing Address: 200 N. Depot Street
Rogersville, Tennessee 37857
Attention: Leslie Cobb
(Name of individual who will process payments)
Telephone Number: 423-272-7629 Ext. 129
FEDERAL ID#: 62-0757264

Primary Contact Name: Bill Shedden
Primary Contact Number: 423-921-2686

INSURANCE INFORMATION

Insurance Agent: TNRMT Tennessee Risk Management Trust
Policy Number: TNRMT
Telephone Number: Toll Free 888-743-4336 Local 615-532-5173
Fax Number: 615-253-2080

This form completed by: Charlotte M. Britton Director of Schools
(Name and Title)

08PFDC086

RESOLUTION

No. 2010/ 11 / 05

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 22nd day of November, 2010.

RESOLUTION IN REF: APPROVAL OF A 48 MONTH LEASE FOR A KYOCERA COPY MACHINE FROM ROS FOR THE COUNTY CLERK'S OFFICE

WHEREAS, the lease agreement for the existing copier at the Hawkins County Clerk's office has expired and County Clerk, Carroll Jenkins desires to enter into a 48 month lease agreement with Rogersville Office Supply for a new copier; and

WHEREAS, the lease is for a Kyocera, Model Taskalfa 420i Print/Copy/Scan copier for 48 months for the dollar amount of \$ 209.63 per month, with additional per copy charge at .01 cents per copy, per month. There will also be a one time document fee of \$95.00.

WHEREAS, this agreement includes maintenance and supplies, and excludes paper and staples.

THEREFORE, BE IT RESOLVED THAT the agreement for the above referenced copier, amount and location be approved.

See attached quote

Introduced By Esq. Gary Hicks Chrmn Budget Committee

Seconded By Esq. _____

Date Submitted 11/8/10

A. Carroll Jenkins
County Clerk

By: _____

Chairman _____

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

Carroll

R. O. S.
Rogersville Office
Supply Co., Inc.

KYOCERA

QUOTATION

Quotation Date 10/27/10
Quotation# 002

Hawkins County Tennessee
County Mayor's Office
150 Washington Street
Rogersville, TN. 37857

County Clerk – Carroll Jenkins

ITEM DESCRIPTION	QTY	Lease Price
Model:		
Taskalfa 420i print/copy/scan	1	\$ 209.63 (48 mo.)
4230 ppm black		
Accessories:		
2 paper drawers / stand / RADF		included
Large Capacity Tray / 3000 sheet finisher		included
Data Security		included

Maintenance Options with parts, service, toner, and drums included.
Black copies @ .010 per copy
Overage – same as above.

Pricing	Cash	Lease
Base Machine (RADF, Stand) (copy/print/scan)	\$ 4,926.91	\$131.06
Large Capacity Tray (3000 sheet)	\$ 877.68	23.35
Finisher 3000 sheet	\$ 1,707.10	45.41
Data Security	\$ 368.88	9.81
Total	\$7,880.57	\$209.63
One time Document Fee	\$95.00	

Diane Woody
ROS Account Representative

RESOLUTION

No. 2010/ 11 / 06

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 22nd day of November, 2010.

RESOLUTION IN REF: APPROVAL OF A 48 MONTH LEASE FOR A KYOCERA COPY MACHINE FROM ROS FOR THE HIGHWAY DEPARTMENT OFFICE

WHEREAS, the lease agreement for the existing copier at the Hawkins County Highway Department office has expired and Highway Superintendent, Lowell Bean desires to enter into a 48 month lease agreement with Rogersville Office Supply for a new copier; and

WHEREAS, the lease is for a Kyocera, Model Taskalfa 300i Print/Copy/Scan copier for 48 months for the dollar amount of \$ 165.27 per month, with additional per copy charge at .01 cents per copy, per month. There will also be a one time document fee of \$95.00.

WHEREAS, this agreement includes maintenance and supplies, and excludes paper and staples.

THEREFORE, BE IT RESOLVED THAT the agreement for the above referenced copier, amount and location be approved.

See attached quote

Introduced By Esq. Gary Hicks Chrmn Budget Committee

Seconded By Esq. _____

Date Submitted 11/8/10

A. Carroll Jenkins
County Clerk

By: _____

Chairman _____

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

R. O. S.
 Rogersville Office
 Supply Co., Inc.

KYOCERA

QUOTATION

Quotation Date 10/27/10
 Quotation# 002

Hawkins County Tennessee
 County Mayor's Office
 150 Washington Street
 Rogersville, TN. 37857

Highway Department – Lowell Bean

ITEM DESCRIPTION	QTY	Lease Price
Model:		
Taskalfa 300i print/copy/scan	1	\$ 165.27
30 ppm black		
Accessories:		
2 paper drawers / stand / RADF		included
Internal Finisher		included
Fax		included
Data Security		included

Maintenance Options with parts, service, toner, and drums included.
Black copies @ .010 per copy
Overage – same as above.

Pricing	Cash	Lease
Base Machine (RADF, Stand) (copy/print/scan)	\$ 4,576.34	\$121.73
Finisher	501.98	13.35
Fax	755.57	20.10
Data Security	\$ 379.32	10.09
Total	\$ 6,213.21	\$165.27

One time Document Fee \$ 95.00

Diane Woody
 ROS Account Representative
 cc: Lowell Bean

RESOLUTION

No. 2010/ 11 / 07

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 22nd day of November, 2010.

RESOLUTION IN REF: APPROVAL OF A 48 MONTH LEASE FOR A KYOCERA COPY MACHINE FROM ROS FOR THE CLERK AND MASTER'S OFFICE

WHEREAS, the lease agreement for the existing copier at the Hawkins County Clerk and Master's office has expired and Clerk and Master, Holly Jaynes desires to enter into a 48 month lease agreement with Rogersville Office Supply for a new copier; and

WHEREAS, the lease is for a Kyocera, Model Taskalfa 300i Print/Copy/Scan copier for 48 months for the dollar amount of \$ 145.17 per month, with additional per copy charge at .01 cents per copy, per month. There will also be a one time document fee of \$95.00.

WHEREAS, this agreement includes maintenance and supplies, and excludes paper and staples.

THEREFORE, BE IT RESOLVED THAT the agreement for the above referenced copier, amount and location be approved

See attached quote

Introduced By Esq. Gary Hicks Chrmn Budget Committee

Seconded By Esq. _____

Date Submitted 11/8/10

A. Carroll Jenkins
County Clerk

By: _____

Chairman _____

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

R. O. S.
 Rogersville Office
 Supply Co., Inc.

KYOCERA

QUOTATION

Quotation Date 10/27/10
 Quotation# 002

Hawkins County Tennessee
 County Mayor's Office
 150 Washington Street
 Rogersville, TN. 37857

Holly Jaynes Clerk + Master

ITEM DESCRIPTION	QTY	Lease Price
Model:		
Taskalfa 300i print/copy/scan	1	\$165.27 145.17
30 ppm black		
Accessories:		
2 paper drawers / stand / RADF		included
Internal Finisher		included
Fax		included
Data Security		included

Maintenance Options with parts, service, toner, and drums included.
Black copies @ .010 per copy
Overage - same as above.

Pricing	Cash	Lease
Base Machine (RADF, Stand) (copy/print/scan)	\$ 4,576.34	\$121.73
Finisher	501.98	13.35
Fax	755.57	20.10
Data Security	\$ 379.32	10.09
Total	\$ 6,213.21	\$165.27 145.17
One time Document Fee	\$ 95.00	

Diane Woody
 ROS Account Representative

This quote was originally for the Hwy Dept but adjusted for Clerk + Master

RESOLUTION

No. 2010/ 11 / 08

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 22nd day of November, 2010.

RESOLUTION IN REF: APPROVAL OF A 48 MONTH LEASE FOR A KYOCERA COPY MACHINE FROM ROS FOR THE ASSESSOR OF PROPERTY OFFICE

WHEREAS, the lease agreement for the existing copier at the Hawkins County Assessor of Properties office has expired and Assessor, Jack Price desires to enter into a 48 month lease agreement with Rogersville Office Supply for a new copier; and

WHEREAS, the lease is for a Kyocera, Model FS3040MFP Print/Copy/Scan copier for 48 months for the dollar amount of \$ 64.21 per month, with additional per copy charge at .0150 cents per copy, per month. There will also be a one time document fee of \$95.00.

WHEREAS, this agreement includes maintenance and supplies, and excludes paper.

THEREFORE, BE IT RESOLVED THAT the agreement for the above referenced copier, amount and location be approved.

See attached quote

Introduced By Esq. Gary Hicks Chrmn Budget Committee

Seconded By Esq. _____

Date Submitted 11/8/10

A. Carroll Jenkins
County Clerk

By: _____

Chairman _____

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

R. O. S.
Rogersville Office
Supply Co., Inc.

KYOCERA

QUOTATION

Quotation Date 10/27/10
Quotation# 003

Hawkins County Tennessee
County Mayor's Office
150 Washington Street
Rogersville, TN. 37857



Tax Assessor's Office – Jack Price

ITEM DESCRIPTION	QTY	Lease Price
Model:		
FS3040MFP print/copy/scan	1	\$ 64.21
42 ppm black		
Accessories:		
2 – 500 sheet paper trays / duplex / stand		
letter/legal paper size (No hard drive)		

Maintenance Options with parts, service, toner included.
Black Copies @ .0150
Overage – Same as above

<u>Pricing</u>	<u>Cash</u>
Base Machine	\$ 2,183.90
One time Document Fee	\$ 95.00

Diane Woody
ROS Account Representative
cc. Jack Price

TO THE HONORABLE MELVILLE BAILEY, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 22ND DAY OF NOVEMBER, 2010.

RESOLUTION IN REFERENCE: BUDGET AMENDMENT - GENERAL FUND

The following budget amendments are being requested as listed below:

Account Number	Description	Current Budget	Increase	Decrease	Amended Budget
	COUNTY BUILDINGS & PARK AND FAIR BOARDS				
	Increase Expenditures		Increase		
51800-189	Other Salaries & Wages, Vacation Pay	0.00	1,781.00		1,781.00
56700-189	Other Salaries & Wages, Vacation Pay	0.00	812.00		812.00
	Decrease Reserves			Decrease	
35140	Designated for Employee's Vac Pay	25,000.00		(2,593.00)	22,407.00
	Sub-total Expend & Resrvs	\$ 25,000.00	\$ 2,593.00	\$ (2,593.00)	\$ 25,000.00
	This transfer is needed to pay accumulated vacation pay to employees who terminated.				
Funding will come from the Reserve for Employee Vacation Pay account.					
	CIRCUIT COURT CLERK				
	Increase Expenditures		Increase		
53120-169	Part-time Personnel	16,500.00	1,000.00		17,500.00
	Decrease Expenditures			Decrease	
53120-194	Jury and Witness Fees	7,000.00		(1,000.00)	6,000.00
	Sub-total	\$ 23,500.00	\$ 1,000.00	\$ (1,000.00)	\$ 23,500.00
	This transfer is needed to pay a retiree to train her replacement. The Clerk has requested that the retiree be paid an hourly rate of \$13.97 during the training period. The \$13.97 was the same rate being earned by the employee before retirement.				
		Current Budget	Increase	Decrease	Amended Budget
	Page Totals- Expenditures	\$ 48,500.00	\$ 3,593.00	\$ (3,593.00)	\$ 48,500.00
	Page Totals- Revenues	\$	\$	\$	\$

INTRODUCED BY: Gary Hicks, Chrmn Budget Committee

ESTIMATED COST _____

SECONDED BY: _____

PAID FROM _____ FUND _____

ACTION: AYE NAY

DATE SUBMITTED 11/8/10

ROLL CALL _____

COUNTY CLERK: A. CARROLL JENKINS

VOICE VOTE _____

BY: A. Carroll Jenkins

ABSENT _____

COMMITTEE ACTION: _____

APPROVED _____ DISAPPROVED _____

CHAIRMAN: _____

MELVILLE BAILEY

Account Number	Description	Current Budget			Amended Budget
	CHANCERY COURT				
	Increase Expenditures		Increase		
53400-356	Tuition	0.00	300.00		300.00
53400-355	Travel	0.00	1,500.00		1,500.00
	Decrease Expenditures			Decrease	
53400-719	Office Equipment	7,100.00		(1,800.00)	5,300.00
	Sub-Total	\$ 7,100.00	\$ 1,800.00	\$ (1,800.00)	\$ 7,100.00
The above increases are needed to make appropriations for the public official re-certification fee and travel expenses. These line items have not previously been included in the Chancery Court budget, but are needed by the new Clerk & Master. These increases will be funded by a transfer within the Chancery Court budget.					
	REAPPRAISAL PROGRAM	Current Budget			Amended Budget
	Increase Expenditures		Increase		
52310-317	Data Processing Services	7,380.00	2,823.00		10,203.00
	Decrease Reserve Accounts			Decrease	
35160	Designated for GIS Upgrades	19,991.35		(2,823.00)	17,168.35
	Sub-Total	\$ 27,371.35	\$ 2,823.00	\$ (2,823.00)	\$ 27,371.35
The above increase is needed to pay for printing of reappraisal cards. This cost was not known during budget preparation. Funding for this increase will come from the GIS upgrade reserve account funded by the sale of maps.					
	VETERANS' SERVICES	Current Budget			Amended Budget
	Increase Expenditures		Increase		
58300-105	Supervisor/Director	24,113.00	4,129.00		28,242.00
	Decrease			Decrease	
39000	Undesignated Fund Balance	687,536.83		(4,129.00)	683,407.83
	Sub-Total	\$ 711,649.83	\$ 4,129.00	\$ (4,129.00)	\$ 711,649.83
The above increase is needed to fund the increased salary of the Veterans Service Officer, approved by County Commission on Resolution No. 2010/10/07. Funding will come from Undesignated Fund Balance.					
	Page Totals - Expenditures	\$ 746,121.18	\$ 8,752.00	\$ (8,752.00)	\$ 746,121.18

TO THE HONORABLE MELVILLE BAILEY, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 22ND DAY OF NOVEMBER, 2010.

RESOLUTION IN REFERENCE: BUDGET AMENDMENT - DRUG CONTROL FUND

The following budget amendments are being requested as listed below:

Account Number	Description	Current Budget	Increase	Decrease	Amended Budget
DRUG ENFORCEMENT					
Increase Expenditures			Increase		
54150-338	Maintenance and Repair Service-Vehicles	0.00	5,000.00		5,000.00
Decrease Undesignated Fund Balance				Decrease	
39000	Undesignated Fund Balance	253,589.74		(5,000.00)	248,589.74
Sub-total Expenditures		\$ 253,589.74	\$ 5,000.00	\$ (5,000.00)	\$ 253,589.74
This increase is needed to make appropriations for repairs of vehicles used by narcotics officers. Funding for this increase will come from undesignated fund balance of the Drug Control Fund.					
Page Total - Expenditures		\$ 253,589.74	\$ 5,000.00	\$ (5,000.00)	\$ 253,589.74
		\$	\$	\$	\$

INTRODUCED BY: Gary Hicks, Chairman
Budget Committee

ESTIMATED COST _____

SECONDED BY: _____

PAID FROM _____ FUND

ACTION: AYE _____ NAY _____

DATE SUBMITTED 11/8/10

ROLL CALL _____

COUNTY CLERK: A. CARROLL JENKINS

VOICE VOTE _____

BY: A. Carroll Jenkins

ABSENT _____

COMMITTEE ACTION: _____

APPROVED _____ DISAPPROVED _____

CHAIRMAN: _____

MELVILLE BAILEY

RESOLUTION NO. 2010 / 11 / 11

TO THE HONORABLE MELVILLE E. BAILEY, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 22ND DAY OF NOVEMBER 2010.

RESOLUTION IN REF: GENERAL PURPOSE SCHOOL FUND BUDGET AMENDMENT

WHEREAS, the Hawkins County Board of Education has approved the attached budget amendment to the General Purpose School Fund, and now requests approval of said amendment by the Hawkins County Board of Commissioners.

NOW THEREFORE BE IT RESOLVED THAT the Hawkins County Board of Commissioners, meeting in regular session, November 22, 2010, go on record as passing this resolution.

Introduced by Esq. Glenda Davis

Estimated Cost: _____

Seconded by Esq. _____

Paid From _____ Fund

ACTION: Aye Nay

Date Submitted 11/8/10

Roll Call _____ _____

County Clerk: A. Carroll Jenkins

Voice Vote _____ _____

By: A. Carroll Jenkins

Absent _____ _____

COMMITTEE ACTION:

APPROVED

DISAPPROVED

CHAIRMAN: Melville E. Bailey

Hawkins County Board of Education

FUND: 141 GENERAL PURPOSE SCHOOL FUND
 AMENDMENT NUMBER: 2
 DATE: November 22, 2010

ORIGINAL BUDGET AMOUNT	49,658,029.00
PREVIOUS AMENDMENTS	743,814.99
TOTAL	50,401,843.99
REQUESTED AMENDMENT	62,236.00
TOTAL	50,464,079.99

ACCOUNT NO	DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
	EXPENDITURES				
	71100 REGULAR INSTRUCTION PROGRAM - INSTRUCTION				
71100-116	Teachers	0.00		3,700,242.00	-3,700,242.00
71100-116 ARRA	Teachers	0.00	3,700,242.00		3,700,242.00
	Subtotal	0.00	3,700,242.00	3,700,242.00	0.00
	72110 ATTENDANCE				
72110-704	Attendance Equipment	3,000.00	160.00		3,160.00
	72810 CENTRAL & OTHER - OTHER SUPPORT SERVICES				
72810-189	Other Salaries & Wages	0.00	44,076.00		44,076.00
72810-201	Social Security	0.00	2,733.00		2,733.00
72810-204	State Retirement	0.00	3,968.00		3,968.00
72810-212	Employer Medicare	0.00	640.00		640.00
	Subtotal	0.00	51,417.00	0.00	51,417.00
	73400 EARLY CHILDHOOD EDUCATION				
73400-189	Other Salaries & Wages	0.00	1,420.00		1,420.00
73400-207	Medical Insurance	38,727.00	10,659.00		49,386.00
73400-399	Other Contracted Services	24,500.00		1,420.00	23,080.00
	Subtotal	63,227.00	12,079.00	1,420.00	73,886.00
	TOTAL	66,227.00	3,763,898.00	3,701,662.00	128,463.00
	REVENUES				
46511	Basic Education Program	34,377,066.00		3,700,242.00	30,676,824.00
46512	Basic Education Program - ARRA	0.00	3,700,242.00		3,700,242.00
46612	Career Ladder - Extended Contract	150,000.00		113,700.00	36,300.00
46615	Career Ladder - Extended Contract - ARRA	0.00	113,700.00		113,700.00
44990 E	Other Local Revenue	0.00	160.00		160.00
	TOTAL	34,527,066.00	3,814,102.00	3,813,942.00	34,527,226.00

Hawkins County Board of Education

	RESERVES & FUND BALANCE				
39000	Undesignated Fund Balance	8,457,386.86		62,076.00	8,395,310.86
The above amendment budgets the ARRA funds received in GP to the teacher line (71100-116 ARRA) in order to be tracked per audit and the \$500 bonus approved by the Board on October 11, 2010 from Undesignated Fund Balance for non-school-level employees. The bonus is to be paid December 15, 2010.					
The amendment also corrects lines originally budgeted incorrectly.					

RESOLUTION NO. 2010/11/12

TO THE HONORABLE MELVILLE E. BAILEY, CHAIRMAN, AND MEMBERS OF THE HAWKINS COUNTY BOARD OF COMMISSIONERS IN REGULAR SESSION, MET THIS 22ND DAY OF NOVEMBER 2010.

RESOLUTION IN REF: FEDERAL PROJECTS FUND BUDGET AMENDMENT

WHEREAS, the Hawkins County Board of Education has approved the attached budget amendment to the Federal Projects Fund, and now requests approval of said amendment by the Hawkins County Board of Commissioners.

NOW THEREFORE BE IT RESOLVED THAT the Hawkins County Board of Commissioners, meeting in regular session, November 22, 2010, go on record as passing this resolution.

Introduced by Esq. Glenda Davis

Estimated Cost: _____

Seconded by Esq. _____

Paid From _____ Fund

ACTION: Aye Nay

Date Submitted 11/8/10

Roll Call _____

County Clerk: A. Carroll Jenkins

Voice Vote _____

By: A. Carroll Jenkins

Absent _____

COMMITTEE ACTION:

APPROVED

DISAPPROVED

CHAIRMAN: Melville E. Bailey

Hawkins County Board of Education

FUND: 142 FEDERAL PROJECTS FUND

AMENDMENT NUMBER: 2

DATE: November 22, 2010

ORIGINAL BUDGET AMOUNT	6,312,322.00
PREVIOUS AMENDMENTS	1,743,240.49
TOTAL	8,055,562.49
REQUESTED AMENDMENT	944,169.16
TOTAL	8,999,731.65

ACCOUNT NO	DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
	EXPENDITURES				
	71100 REGULAR INSTRUCTION PROGRAM				
71100-189	Other Salaries & Wages	100,975.00	621,575.00		722,550.00
71100-201	Social Security	58,461.00	38,536.00		96,997.00
71100-204	State Retirement	84,990.00	60,074.00		145,064.00
71100-212	Employer Medicare	14,681.00	9,013.00		23,694.00
71100-429	Instructional Supplies & Materials	74,548.00		2,000.00	72,548.00
71100-499	Other Supplies & Materials	41,916.00	8,827.00		50,743.00
	Subtotal	375,571.00	738,025.00	2,000.00	1,111,596.00
	71200 SPECIAL EDUCATION PROGRAM				
71200-429	Instructional Supplies & Materials	366,470.89	15,280.49		381,751.38
71200-725	Special Education Equipment	57,800.00	66,027.04		123,827.04
	Subtotal	424,270.89	81,307.53	0.00	505,578.42
	72210 REGULAR INSTRUCTION - SUPPORT				
72210-355	Travel	111,919.00	2,550.00		114,469.00
	72220 SPECIAL EDUCATION SUPPORT				
72220-399	Other Contracted Services	5,000.00	8,000.00		13,000.00
72220-499	Other Supplies & Materials	13,467.36	3,733.75		17,201.11
72220-524	In Service/Staff Development	78,671.93			78,671.93
72220-790	Other Equipment	127,740.23	29,552.88		157,293.11
	Subtotal	224,879.52	41,286.63	0.00	266,166.15
	72710 TRANSPORTATION				
72710-729	Transportation Equipment	166,666.68	83,000.00		249,666.68
	TOTAL EXPENDITURES	1,303,307.09	946,169.16	2,000.00	2,247,476.25
	REVENUE & RESERVE				
47143	Special Education Grants to the States - IDEA	2,788,461.39	157,986.04		2,946,447.43
47590	Other Federal through State	210,064.66	738,575.00		948,639.66
34430	Reserve for Special Education - Grant to State	82,615.92		47,608.12	35,007.80

Hawkins County Board of Education

The above amendment budgets the Education Jobs federal project for the \$500 bonus approved by the Board on					
October 11, 2010 to be paid December 15, 2010 for each school-level employee and IDEA 2010.21 federal project to allow					
for completion of the project. The amendment also budgets the 21st Century grant at Kepler Elementary School as					
approved by the State.					

