

CONSENT OF THE CITY OF KNOXVILLE

Reference is hereby made to that certain Agreement dated January 5, 1982 and recorded in Trust Deed Book, 1992, page 521 in the Knox County Register's Office (the "Municipal Lease") made and entered into by and between the City of Knoxville, a municipal corporation organized and existing under the laws of the State of Tennessee (the "City"), and Old City Hall Knoxville Partnership, a Tennessee limited partnership ("OCHKP"), covering the premises, including the Old City Hall Complex, located on a certain parcel of real property consisting of approximately 2.75 acres located at Broadway and Summit Hill Drive in Knoxville, Knox County, Tennessee (the "Premises"). All capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Municipal Lease.

W I T N E S S E T H:

WHEREAS, OCHKP is the sublessor under that certain Lease made and entered into between OCHKP and Tennessee Valley Authority, a corporate agency and instrumentality of the United States government ("TVA"), dated May 2, 1983, as subsequently amended by that certain Supplemental Lease Agreement dated as of May 14, 1984 and that Second Amendment to Lease Agreement dated April 21, 2003 (collectively, the "TVA Lease"), pursuant to which OCHKP has subleased to TVA certain commercial office space at the Old City Hall Complex located at the intersection of Broadway and West Summit Hill Drive, Knoxville, Tennessee; and

WHEREAS, OCHKP and TVA desire to terminate the TVA Lease subject to the proposed terms and conditions set forth in the proposed Lease Termination Agreement attached hereto as Exhibit A (the "TVA Lease Termination"); and

WHEREAS, immediately following the effective date of the TVA Lease Termination, OCHKP desires to sublet the Premises (exclusive of the portion subleased to the party identified below) to Lincoln Memorial University, a non-profit corporation with a principal place of business located at 6965 Cumberland Gap Parkway, Box 2003, Harrogate, Tennessee 37752, pursuant to the terms and conditions set forth in the Sublease Agreement attached hereto as Exhibit B (the "LMU Sublease"); and

WHEREAS, a portion of the Premises consisting of 3,000 square feet, more or less, has been sublet by TVA to Lindsay &

Maples Architects, Incorporated pursuant to a Sublease which is to be assigned to OCHKP (the "L&M Sublease"); and

WHEREAS, a portion of the Premises consisting of 2,200 square feet, more or less, has been sublet by OCHKP to Asset & Equity Corporation pursuant to a Sublease (the "A & E Sublease"); and

WHEREAS, the Municipal Lease provides in two (2) places, in the fifth WHEREAS clause and in ARTICLE III thereof, that the Premises have been let to OCHKP for use as commercial office space and that the prior written approval of the City is required before changing said use; and

WHEREAS, LMU desires to sublet the Premises from OCHKP for use as an educational institution including, but not limited to, the use of the Premises for class rooms and administrative offices (the "Change of Use"); and

WHEREAS, the City's consent to (i) the Termination of the TVA Lease, (ii) the LMU Sublease, (iii) the L&M Sublease, (iv) the A & E Sublease and (v) the Change of Use is required in each case pursuant to the terms of the Municipal Lease.

NOW, THEREFORE, in consideration of the mutual covenants herein and in the Municipal Lease contained and for other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties hereto agree as follows:

1. Expressly conditioned upon the execution and delivery by OCHKP of a first amendment to the Municipal Lease in form satisfactory to the City, and the recording thereof in the Knox County Register's Office, the City hereby consents to (i) the Termination of the TVA Lease, (ii) the LMU Sublease, (iii) the L&M Sublease, (iv) the A & E Sublease, and (v) the Change of Use.

2. OCHKP acknowledges and agrees that this Consent of the City to the LMU Sublease, the L&M Sublease, the A & E Sublease and the Change of Use does not constitute a waiver by the City of the requirement in the Municipal Lease that the City consent to any further subletting of the Premises or any further change of use.

3. The City and OCHKP agree that the Municipal Lease shall continue in effect for the remaining term thereof and, except as otherwise provided herein, pursuant to the terms and conditions set forth therein.

4. Nothing contained in this Consent shall be construed to modify or amend the Municipal Lease in any manner or be deemed a waiver by the City of any terms or conditions of the Municipal Lease, including, without limitation, the City's right to approve any subsequent assignment or subletting of the Municipal Lease or the Premises.

5. OCHKP acknowledges and agrees that the Municipal Lease is in full force and effect and has not been amended or modified in any respect, that OCHKP is not in breach or default in the performance of any of its obligations under the Municipal Lease, and that there is no fact or circumstance which, with the giving of notice or the passage of time or both, would constitute such a breach or default.

IN WITNESS WHEREOF, the City of Knoxville and Old City Hall Knoxville Partnership have caused this Consent of the City of Knoxville to be executed on this 20 day of February, 2008.

THE CITY OF KNOXVILLE

By: [Signature]

[Signature]
duly authorized

OLD CITY HALL KNOXVILLE
PARTNERSHIP

by its General Partner
ANDERSON NOTTER INVESTMENT
ASSOCIATES IV

By: [Signature]

James G. Alexander,
General Partner

JLC70459-B

CONSENT OF FIRST TENNESSEE BANK NATIONAL ASSOCIATION

Reference is hereby made to that certain loan in the original principal amount of Five Million Six Hundred Fifty Thousand (\$5,650,000) Dollars (the "Loan") made by First Tennessee Bank National Association, a national banking association with offices for the conduct of business in Knoxville, Tennessee ("Lender"), to Old City Hall Knoxville Partnership, a Tennessee limited partnership ("OCHKP"), evidenced by that certain (i) Loan Agreement, and (ii) Promissory Note each dated June 28, 1999, which Loan Agreement and Promissory Note and other obligations of OCHKP to the Lender are secured by a (A) Deed of Trust, Assignment of Rents and Security Agreement of even date, executed by OCHKP in favor of J. Michael Winchester, as Trustee for the benefit of Lender (the "Loan Deed of Trust"), which Loan Deed of Trust grants a lien against the premises, including the Old City Hall Complex, located on a certain parcel of real property consisting of approximately 2.75 acres located at Broadway and Summit Hill Drive in Knoxville, Knox County, Tennessee (the "Premises"), and (B) Assignment of Leases and Rents of even date ("Assignment") (the Loan Agreement, Note, Loan Deed of Trust and Assignment collectively referred to as the "Loan Documents"). All capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Loan Documents.

W I T N E S S E T H:

WHEREAS, pursuant to the terms of the Loan Documents, all the rents, leases and income of OCHKP have been collaterally assigned to Lender to secure the payment of the Loan, which assignment remains in full force and effect until (i) the payment in full of the Note and (ii) the payment and performance by OCHKP of all of OCHKP's duties, obligations and indebtedness under the Note and other Loan Documents; and

WHEREAS, OCHKP is the lessor under that certain Lease made and entered into between OCHKP and Tennessee Valley Authority, a corporate agency and instrumentality of the United States government ("TVA"), dated May 2, 1983, as subsequently amended by that certain Supplemental Lease Agreement dated as of May 14, 1984 and that Second Amendment to Lease Agreement dated April 21, 2003 (collectively, the "TVA Lease"), pursuant to which OCHKP has subleased to TVA certain commercial office space at the Old City

Hall Complex located at the intersection of Broadway and West Summit Hill Drive, Knoxville, Tennessee; and

WHEREAS, OCHKP and TVA desire to terminate the TVA Lease subject to the terms and conditions set forth in the Lease Termination Agreement attached hereto as Exhibit A (the "TVA Lease Termination"); and

WHEREAS, immediately following the effective date of the TVA Lease Termination, OCHKP desires to sublet the Premises (exclusive of the portion subleased to the parties identified below) to Lincoln Memorial University, a non-profit corporation with a principal place of business located at 6965 Cumberland Gap Parkway, Box 2003, Harrogate, Tennessee 37752, pursuant to the terms and conditions set forth in the Sublease Agreement attached hereto as Exhibit B (the "LMU Sublease"); and

WHEREAS, a portion of the Premises consisting of 3,000 square feet, more or less, has been sublet by TVA to Lindsay & Maples Architects, Incorporated pursuant to a Sublease which is to be assigned to OCHKP (the "L&M Sublease"); and

WHEREAS, a portion of the Premises consisting of 2,200 square feet, more or less, has been sublet by OCHKP to Asset & Equity Corporation pursuant to a separate Sublease (the "A & E Sublease"); and

WHEREAS, the Lender's consent to (i) the Termination of the TVA Lease, (ii) the LMU Sublease, (iii) the L&M Sublease, and (iv) the A & E Sublease is required in each case pursuant to the terms of the Loan Documents.

NOW, THEREFORE, in consideration of the mutual covenants herein and in the Loan Documents and for other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties hereto agree as follows:

1. The Lender hereby consents to (i) the Termination of the TVA Lease, (ii) the LMU Sublease, (iii) the L&M Sublease, and (iv) the A & E Sublease; provided, however, that all rights and priority of Lender in the lien and enforcement of its Loan, Deed of Trust, Assignment, and other Loan Documents are specifically reserved by Lender; and, that Lender is and shall be entitled to a first priority lien and security interest in the Termination Payment described in the TVA Lease Termination.

2. OCHKP acknowledges and agrees that this Consent of the Lender to the Sublease to LMU does not constitute a waiver by the Lender of its rights to prohibit any further subletting of the Premises without the Lender's consent as provided in the Loan Documents.

3. The Lender and OCHKP agree that the Loan Documents shall continue in effect for the remaining term thereof and, except as otherwise provided herein, pursuant to the terms and conditions set forth therein.

4. Nothing contained in this Consent shall be construed to modify or amend the Loan Documents in any manner or be deemed a waiver by the Lender of any terms or conditions of the Loan Documents, including, without limitation, the Lender's right to approve any subsequent assignment or subletting of all or any portion of the Premises.

5. OCHKP warrants, covenants, and agrees that the Loan Documents are in full force and effect and have not been amended or modified in any respect; that OCHKP is not in breach or default in the performance of any of its obligations under the Loan Documents; that it is duly organized and validly existing in this jurisdiction and has authorized by appropriate action the execution and delivery of this Consent; and, that there is no fact or circumstance which, with the giving of notice or the passage of time or both, would constitute such a breach or default.

6. OCHKP agrees and acknowledges that the Termination Payment described in the TVA Lease Termination constitutes "rents, earnings, issues, income, and profits from the Mortgaged Property and/or from Leases" as well as other sums due or to become due therefrom, such Termination Payment being subject to and covered by the Loan Documents of the Lender as part of the collateral (or proceeds thereof) securing repayment of the Loan.

IN WITNESS WHEREOF, First Tennessee Bank National Association and Old City Hall Knoxville Partnership have caused this Consent of First Tennessee Bank National Association to be executed on this 25th day of February, 2008.

FIRST TENNESSEE BANK
NATIONAL ASSOCIATION

By:
Vice President
duly authorized

OLD CITY HALL KNOXVILLE
PARTNERSHIP
by its General Partner
ANDERSON NOTTER INVESTMENT
ASSOCIATES IV

By:
James G. Alexander,
General Partner

JL070460-B

EXHIBIT A

(COPY OF LEASE TERMINATION AGREEMENT)

This Instrument Prepared by:
Morris Kizer
City of Knoxville Law Department
Suite 699, 400 Main Avenue
Knoxville, Tennessee 37902

Contract No. C-82-8

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement ("First Amendment") is entered into as of the 11-30 day of November, 2008, by and between the CITY OF KNOXVILLE, a Tennessee municipal corporation (hereinafter referred to as "the City"), and the OLD CITY HALL KNOXVILLE PARTNERSHIP, a Tennessee limited partnership (hereinafter referred to as "the Developer"):

WITNESSETH

WHEREAS, the City and the Developer entered into an "Agreement," dated January 25, 1982, designated as Contract No. C-82-8 ("the Lease"), whereby the City leased to the Developer a tract of improved real property commonly known as the Old City Hall, located at the northeast intersection of West Summit Hill Drive and Broadway, Knoxville, Tennessee ("the Leased Premises"); and

WHEREAS, the Lease is recorded in Trust Deed Book 1992, Page 521 in the Office of the Register of Deeds for Knox County, Tennessee ("the Register's Office"), and is further designated as Instrument No. 198205180020939 in the Register's Office; and

WHEREAS, the Leased Premises are more particularly described in the Lease; and

WHEREAS, the parties agree to amend the Lease in the manner hereinafter stated.

NOW THEREFORE, for and in consideration of the mutual agreements herein stated, the sufficiency of which is acknowledged, the parties agree as follows:

1. The first un-numbered paragraph of the Lease is amended by deleting the words and numbers "107 Main Street, SW, Knoxville, Tennessee."
2. Section VIII. (d) of the Lease is amended by deleting the same and by substituting in lieu thereof the following paragraph:

Throughout the term of this Lease, the Developer or its subtenant shall procure and maintain occurrence version commercial general liability insurance or equivalent form with limits in an amount of the greater of (i) the limits proscribed by the Tennessee Governmental Tort Liability Act, T.C.A. Section 29-20-101 et seq., as those limits may be modified from time to time, or (ii) Three Million Dollars (\$3,000,000.00) per occurrence and in the aggregate for bodily injury, personal injury and

property damage. The policy or policies shall name the City and its agents and employees as additional insureds, shall be in form and with such companies as is reasonably acceptable to the City, and shall be non-cancelable without thirty (30) days prior written notice to the City. The coverage afforded by the policy or policies shall be primary coverage as respects the City and its agents and employees; provided, however, that so long as First Tennessee Bank National Association, a national banking association with offices for the conduct of business in Knoxville, Tennessee, or its successors or assigns ("First Tennessee"), holds a first mortgage or Deed of Trust, Assignment of Rents and Security Agreement on the leasehold interest held by the Developer on the Leased Premises (the "First Mortgage"), First Tennessee shall be the primary insured. Any liability insurance of the City shall be excess of the Developer's policy or policies and will not contribute with it.

3. Section XIV. (b) of the Lease is amended by deleting the words and numbers "107 Main Street, SW, Knoxville, Tennessee, 37902" and by substituting in lieu thereof the following:

Mr. James G. Alexander
General Partner
Anderson Notter Investments Associates IV
77 North Washington Street
Boston, MA 02114
(617) 227-9272 x104
Fax: (617) 227-5582
Email: jfa@faainc.com

With a copy to:

Lawrence Litwak, Esq.
Greif & Litwak, P.C.
20 William Street, Suite 320
Wellesley, MA 02481
(781) 489-1040
Fax: (617) 723-9490
Email: Larry@gltaxlaw.com

or to such other address as the Developer may designate in writing to the City. Prior to the City's receipt of a written designation for the purpose of notice, any notices sent by the City to the above stated addresses shall be conclusively presumed to have been received by the Developer and shall be effective for all purposes under the Lease.

4. Section XX of the Lease shall be deleted. With the exception of the First Mortgage, from and after the date of this First Amendment, the Lease shall never be subject or subordinate to any mortgage placed on the Leased Premises by the Developer or any other person or entity. However, from and after the date of this First Amendment, the Developer may secure

financing or general credit lines, and grant to any single lender as security therefor a leasehold mortgage, and a collateral assignment of the Developer's leasehold interest in the Leased Premises with rights of reassignment. In connection with such financing, the City agrees to cooperate with the Developer and enter into a non-disturbance agreement satisfactory to the City that will provide that: (i) the City shall give prompt written notice to such lender of all defaults by the Developer of those obligations under the Lease that are of such a nature as to give the City a right to terminate the Lease, and such lender shall have a reasonable opportunity (but shall not be required) to cure the same; and (ii) if the interest of the Developer shall be acquired by such lender by reason of foreclosure of its leasehold mortgage or other proceedings, and such lender succeeds to the interest of the Developer under the Lease, the City agrees that so long as any and all defaults of the Developer have been cured, and there exists no default under the Lease, then, at such lender's option: (x) the Lease shall continue in full force and effect and shall not be terminated or disturbed except in accordance with the terms of the Lease, and the City shall thereupon be bound to such lender under all of the terms, covenants, and conditions of the Lease for the balance of the term thereof remaining, with the same force and effect as if such lender were the lessee under the Lease; or (y) the City shall enter into a new lease with such lender or, provided lender has identified an assignee reasonably satisfactory to the City, lender's assignee, effective as of the date of foreclosure, but otherwise upon the identical terms and conditions of the Lease. Notwithstanding the foregoing, nothing stated in this Section 4 shall affect or impair the rights of the holder of the First Mortgage existing as of the date of the execution of this First Amendment.

5. Subject to and expressly conditioned upon the execution and delivery by any mortgagee and/or beneficiary of any mortgage or deed of trust covering the City's fee interest in the Leased Premises ("Fee Mortgage") to the Developer of a non-disturbance and attornment agreement in the form described below, the Developer agrees to subordinate the Lease to any such mortgage or deed of trust ("Fee Mortgage") which may hereafter encumber all or any portion of the Leased Premises, and to all renewals, modifications, consolidations, replacements and extensions of a Fee Mortgage. In the event that a Fee Mortgagee fails or refuses to deliver such non-disturbance and attornment agreement to the Developer then the Lease shall be and remain prior and superior to a Fee Mortgage until such time as the Fee Mortgagee executes and delivers to the Developer a non-disturbance and attornment agreement in the form provided for herein. Subject to and strictly conditioned upon the execution and delivery to the Developer of such non-disturbance and attornment agreement as aforesaid, the Developer agrees, at the City's request, to execute and return to the City an appropriate certificate or instrument evidencing and confirming such subordination within five (5) business days after receipt of same from the City. The above described non-disturbance and attornment agreement shall be in form and content reasonably acceptable to the Fee Mortgagee and the Developer and shall provide that in the event of the enforcement by the Fee Mortgagee of the remedies provided for by law or by the Fee Mortgage, the Developer will attorn to and become the tenant of any person or party succeeding to the interest of the City as a result of such enforcement without change in the terms or provisions of the Lease and shall additionally provide that such successor in interest shall not under any circumstances disturb the Developer's possession of the Leased Premises under the Lease so long as the Developer performs its obligations under the Lease. Such non-disturbance and attornment agreement shall provide that in no event shall the Fee Mortgagee be liable for (i) any obligations or default by the City accruing or

occurring prior to the date of foreclosure by the Fee Mortgagee or (ii) any modification, amendment or change in the Lease without the written consent of the Fee Mortgagee. The City represents that as of the date hereof the Leased Premises are not encumbered by a Fee Mortgage.

6. Within ten (10) days after written request by the City, the Developer shall execute, acknowledge, and deliver to the City, or to such other party as may be designated by the City, a certificate stating that the Lease is in full force and effect and has not been modified, supplemented or amended in any way, except as indicated in such certificate; that all conditions and agreements hereunder to be performed by the City have been satisfied or performed, except as set forth in said certificate; and that the Developer is not in default in the payment of rent or the payment or performance of any of the other obligations required of the Developer under the Lease.

7. Either party may record this First Amendment in the Register's Office.

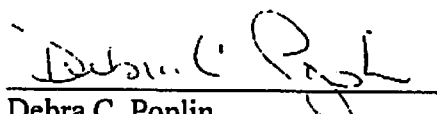
8. The execution and delivery of this First Amendment was approved by the Knoxville City Council at its regularly scheduled meeting on February 12, 2008, by Resolution R-58-08.

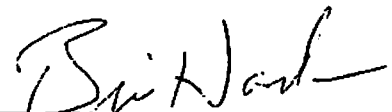
9. Except as amended herein, the terms of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives as of the date stated above.

APPROVED AS TO FORM:

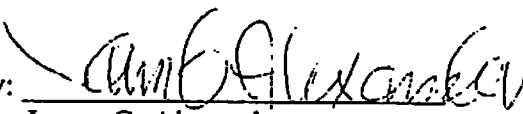
CITY OF KNOXVILLE


Debra C. Poplin
Law Director

By: 
Bill Haslam
Mayor

OLD CITY HALL KNOXVILLE
PARTNERSHIP


By: Anderson Notter Investment Associates IV
Its General Partner

By: 
James G. Alexander
Its General Partner

ACKNOWLEDGMENTS APPEAR ON THE FOLLOWING PAGE

I hereby certify that this is a true and exact copy of the original document on file in the Knoxville City Recorder's Office.

Susan Wilson
 2-14-2008
 Assistant City Recorder
 (Det.)



RESOLUTION

RESOLUTION NO. R-59-08

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A RESOLUTION OF THE COUNCIL OF THE CITY OF KNOXVILLE AUTHORIZING THE MAYOR TO EXECUTE A "CONSENT OF THE CITY OF KNOXVILLE" RELATIVE TO THE CITY OF KNOXVILLE'S LEASE AGREEMENT WITH OLD CITY HALL KNOXVILLE PARTNERSHIP.

RESOLUTION NO: R-59-08

REQUESTED BY: Law

PREPARED BY: Law

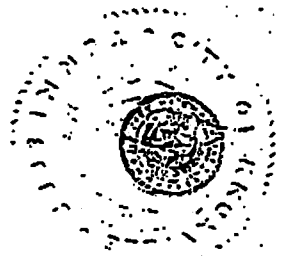
APPROVED AS TO FORM AND CORRECTNESS: Director of Law

APPROVED: 02-12-2008

APPROVED AS AN EMERGENCY MEASURE: _____

MINUTE BOOK 72 PAGE _____

WHEREAS, on January 25, 1982, the City of Knoxville ("the City") and Old City Hall Knoxville Partnership ("the Partnership") entered into a lease agreement, designated as Document No. C-82-8 ("the Lease Agreement"), whereby the City leased certain real property to the Partnership, located at the northeast intersection of West Summit Hill Drive and Broadway, known as the Old City Hall ("the Property") for a term of fifty years; and



1 WHEREAS, under the Lease Agreement, the Partnership is required to use the Property for
2 commercial office space, and is further required to obtain the City's consent for the sublease of the
3 Property, or any portion thereof; and
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5 WHEREAS, with the City's prior consent, in 1983 the Partnership subleased the Property to
6 the Tennessee Valley Authority ("TVA") for a term of thirty years, with the term of the sublease
7 expiring in 2013; and
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9 WHEREAS, TVA entered into sub-sublease agreements with respect to portions of the
10 Property with Lindsay & Maples Architects, Incorporated ("Lindsay & Maples") and with Asset &
11 Equity Corporation ("Asset & Equity"); and
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13 WHEREAS, TVA desires to terminate its sublease with the Partnership; and

14 WHEREAS, the Partnership desires the City to consent to the termination of the
15 Partnership's sublease with TVA; and
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17 WHEREAS, the Partnership desires to sublease the portion of the Property heretofore
18 subleased to TVA to Lincoln Memorial University ("LMU") for educational purposes; and
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20 WHEREAS, the Partnership's sublease to LMU requires the City's approval; and

21 WHEREAS, LMU's use of a portion of the Property for educational purposes requires the
22 City's approval; and
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24 WHEREAS, the Partnership desires to treat the sub-subleases from TVA to Lindsay &
25 Maples and to Asset & Equity as direct subleases between the Partnership and Lindsay & Maples and
26 Asset & Equity; and
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WHEREAS, the Partnership's subleases to Lindsay & Maples and Asset & Equity require the City's approval; and

WHEREAS, the Partnership has requested the City to execute a "Consent of the City of Knoxville" in the form attached hereto, whereby the City grants its consent to the foregoing;

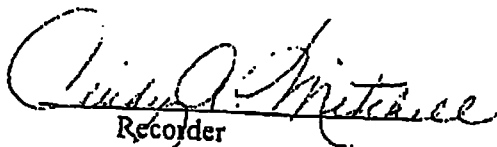
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF KNOXVILLE AS FOLLOWS:

SECTION 1: The Mayor be, and hereby is, authorized to execute and deliver to Old City Hall Knoxville Partnership the "Consent of the City of Knoxville," a copy of which is attached hereto.

SECTION 2: This Resolution will take effect from and after its passage, the welfare of the City requiring it.



Presiding Officer of the Council



Recorder

SHERRY WITT
REGISTER OF DEEDS
KNOX COUNTY

This Instrument Prepared By:
JACK H. McCALL, JR.
Attorney at Law
TENNESSEE VALLEY AUTHORITY
400 W. SUMMIT HILL DRIVE, WT 6A
KNOXVILLE, TENNESSEE 37902

MEMORANDUM OF LEASE TERMINATION

THIS MEMORANDUM OF LEASE TERMINATION is made as of the 15th day of February, 2008 between OLD CITY HALL KNOXVILLE PARTNERSHIP, a Tennessee limited partnership (the "Lessor") and TENNESSEE VALLEY AUTHORITY, a corporation and agency of the United States of America (the "Lessee").

Lessor and Lessee entered into that certain Lease on May 2, 1983, as subsequently amended by that certain Supplemental Lease Agreement dated as of May 14, 1984 and that Second Amendment to Lease Agreement dated April 21, 2003 (collectively, the "Lease") pursuant to which Lessor has leased to Lessee certain office space at the Old City Hall Building located at the intersection of Broadway and West Summit Hill Drive, Knoxville, Tennessee, which Lease was recorded in the office of the Register of Deeds of Knox County, Tennessee on June 9, 1983 as Document Number 24344 in Book 2037 at Pages 194 through 224 inclusive, pursuant to which Lessor leased the property legally described on Exhibit A attached hereto and made a part hereof (the "Property") to Lessee.

Lessor and Lessee have terminated the Lease effective as of the date hereof and by this Memorandum of Lease Termination Lessee releases any and all right, title, and interest, if any, it has or may have in the Property pursuant to the Lease.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum of Lease Termination as of the date and year first above written.

LESSEE:
TENNESSEE VALLEY AUTHORITY

By: Terrell M. Burkhart
Name: Terrell M. Burkhart
Title: Vice President, Facilities Management

LESSOR:
OLD CITY HALL KNOXVILLE PARTNERSHIP,
a Tennessee limited partnership
by its General Partner, Anderson Notter Investment Associates IV

By: James C. Alexander
Name: James C. Alexander
Title: General Partner

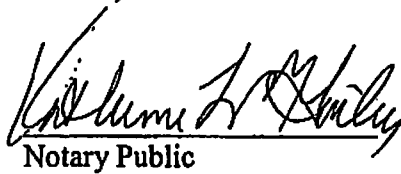
Instr: 200802260063694 Page: 1 OF 3
REC'D FOR REC 02/26/2008 1:31:11PM
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M. TAX: \$0.00 T. TAX: \$0.00

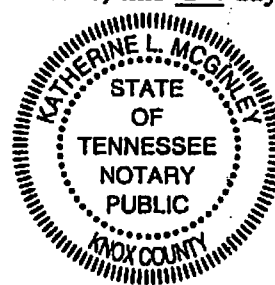
STATE OF TENNESSEE

COUNTY OF KNOX

On the 22 day of February, 2008, before me appeared Terrell M. Burkhart, to me personally known, who, being by me duly sworn, did say that he is the Vice President, Facilities Management, of the TENNESSEE VALLEY AUTHORITY, a federal corporation and agency; and that said instrument was signed and delivered on behalf of said corporation, by authority of its Board of Directors, and the said Terrell M. Burkhart acknowledged said instrument to be the free act and deed of the TENNESSEE VALLEY AUTHORITY.

WITNESS my hand and seal, at office in Knoxville, Tennessee, this 22 day of February, 2008.


Notary Public



My Commission Expires:

Nov. 7, 2010



Instr: 200802260063694
PAGE: 2 OF 3

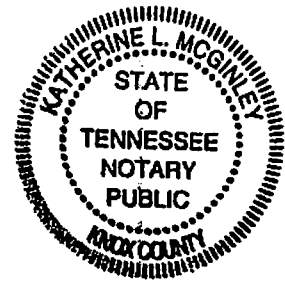
STATE OF TENNESSEE

COUNTY OF KNOX

Before me, Katherine L. McGinley, of the state and county mentioned, personally appeared James G. Alexander, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the General Partner of Anderson Notter Investment Associates IV, the general partner of OLD CITY HALL KNOXVILLE PARTNERSHIP, the within named bargainer, a Tennessee limited partnership, and that such person executed the foregoing instrument for the purposes therein contained, by personally signing his name as the General Partner of Anderson Notter Investment Associates IV, the general partner of OLD CITY HALL KNOXVILLE PARTNERSHIP.

WITNESS my hand and seal, at office in Knoxville, Tennessee, this 25th day of February, 2008.


Notary Public



My Commission Expires:

November 7, 2010

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (the "Sublease") made as of the Sublease Commencement Date as defined below (the "Agreement"), by and between Old City Hall Knoxville Partnership, a Tennessee Limited Partnership (hereinafter called the "Sublandlord") and Lincoln Memorial University, a non-profit corporation organized under the laws of the State of Tennessee (hereinafter called the "Subtenant").

WITNESSETH:

Sublandlord is the Lessee named in that certain Agreement, dated January 25, 1982 entered into between the City of Knoxville, a municipal corporation organized and existing under the laws of the State of Tennessee (the "Municipality") and Sublandlord, of record in Knox County Registry of Deeds, Deed Book 1992, Page 521 (being attached hereto as Exhibit A and referred to herein as the "Municipal Lease") demising a certain parcel of land (the "Land") together with the buildings and improvements thereon known as the Old City Hall Complex comprising a series of attached Buildings as well as detached building "J", and consisting of approximately 2.75 acres located at Broadway and Summit Hill Drive in Knoxville, Knox County, Tennessee as more particularly described in Exhibit B attached hereto. Pursuant to the terms of the Municipal Lease, the prior written consent of the City of Knoxville is required to sublet the Premises (as defined below) to Subtenant.

The Sublandlord, in consideration of the rents hereinafter reserved and the covenants, obligations and agreements hereinafter expressed to be kept, performed and fulfilled by the Subtenant, does by these presents rent and lease unto said Subtenant and said Sublandlord does take as Subtenant beginning on the Sublease Commencement Date and ending on the 1st day of January, 2032 the following described premises (the "Premises"), to wit:

The Premises being subleased hereunder which are located at 601 West Summit Hill, Knoxville, Tennessee, comprising a series of attached Buildings and detached building "J" of the Old City Hall Complex; provided, however, such term "Premises" shall specifically exclude that portion of Building "J" currently being rented to Lindsay & Maples Architects, Incorporated ("L & M") pursuant to that certain Sublease dated April 21, 1995, as amended and extended, entered into between L & M and Tennessee Valley Authority (the "L & M Subleased Space"), which Sublease (the "L & M Sublease") has been assigned over to Sublandlord as of the date hereof. The L & M

Subleased Space is more particularly described in the L & M Subleased Space description attached hereto as Exhibit C. Moreover, such term "Premises" shall also specifically exclude that portion of Building "B" to be rented to Asset & Equity Corporation ("A & E") pursuant to that certain Sublease dated the date hereof entered into between A & E and Sublandlord. The A & E Subleased Space is more particularly described in the A & E Subleased Space description attached hereto as Exhibit D. Sublandlord leases and the Subtenant accepts the space in "AS IS" condition. No improvements by Sublandlord are contemplated as part of this Agreement.

TO HAVE AND TO HOLD the Premises with all rights, privileges, and appurtenances thereto belonging. The Sublandlord covenants with the Subtenant to keep the Subtenant, in quiet possession of the Premises during the term of this Sublease, provided said Subtenant shall pay the rent and keep and perform the covenants, obligations and agreements as hereinafter provided. Sublandlord hereby reserves to itself and to the subtenants then occupying the L & M Subleased Space and the A & E Subleased Space, all rights of access and egress rights thereto as well as access rights to all pipes, wires, conduits and the like servicing the L & M Subleased Space and the A & E Subleased Space which may be located in portions of the Premises subleased by Subtenant.

1. Sublease Summary. The Sublease provisions and definitions set forth in this summary are solely to facilitate convenient reference by the parties. If there is any conflict between this Section and any other provisions of this Sublease, the latter shall control.

(a) Agreement

Refers to this Sublease Agreement.

- (b) A & E
Asset & Equity Corporation, a Tennessee corporation which will occupy a portion of Building "B" under the A & E Sublease dated the date hereof.
- (c) A & E Sublease
That certain Sublease dated the date hereof entered into between A & E, as Subtenant and the Sublandlord.
- (d) A & E Subleased Space
Means approximately 2,200 square feet of subleased space in the portion of Building "B" subleased to A & E as shown in Exhibit D hereto.
- (e) Building
Collectively, the buildings comprising the Old City Hall Complex located at Broadway and Summit Hill Drive, Knoxville, Knox County, Tennessee.
- (f) L & M
Lindsay & Maples Architects, Incorporated, a Tennessee corporation which occupies Building "J" under the L & M Sublease.
- (g) L & M Sublease
That certain Sublease dated April 21, 1995, as amended and extended entered into between L & M as Subtenant and the Tennessee Valley Authority "TVA", as Sublandlord, which Sublease has been assigned by TVA to the Sublandlord hereunder.
- (h) L & M Subleased Space
Building "J" of the Old City Hall Complex subleased to L & M as shown in Exhibit C hereto.
- (i) Municipality
The City of Knoxville, a municipal corporation organized and existing under the laws of the State of Tennessee.
- (j) Municipal Lease
The Agreement dated January 25, 1982 entered into between the City of Knoxville and Sublandlord for the Lease of the Building and the land upon which the Building is located.
- (k) Premises
The portion of the Building subleased to Subtenant hereunder

consisting of the series of attached Buildings comprising the Old City Hall Complex along with the surrounding grounds but excluding the A & E Subleased Space in Building "B" and excluding the L & M Subleased Space in Building "J".

(l) Secured Lender

First Tennessee Bank National Association, which holds a lien on the Building, its successors and assigns and any replacement lender holding a lien on the Building.

(m) Subtenant

Lincoln Memorial University, a non-profit corporation organized under the laws of the State of Tennessee.

(n) Sublandlord

Old City Hall Knoxville Partnership, a Tennessee limited partnership.

(o) Sublease
Commencement
Date

The latest of (i) February 1, 2008, (ii) the date of receipt of Consent to this Sublease by the Municipality, (iii) the date of receipt of Consent to this Sublease by the Secured Lender, and (iv) the date of receipt of consent by the limited partners of Sublandlord.

(p) Sublease
Expiration
Date

January 1, 2032

2. Use of Premises. (a) The permitted use of the Premises is as an educational institution. Sublandlord makes no representation, express or implied, with respect to the condition of the Premises or the suitability for any particular purpose, including, without limitation, the permitted use stated herein.

(b) Notwithstanding any other provision of this Sublease, Subtenant shall not use, or suffer or permit the use or occupancy of, or suffer or permit anything to be done in or anything to be brought into or kept in or about the Premises or the Building or any part thereof (including, without limitation any materials, appliances or equipment used in the construction or other

preparation of the Premises and furniture and carpeting):
(i) which would violate any of the covenants, agreements, terms, provisions and conditions of this Sublease or that are otherwise applicable to or binding upon the Premises;
(ii) for any unlawful purpose or in any unlawful manner;
(iii) which, in the reasonable judgment of Sublandlord shall in any way (A) impair the appearance or reputation of the Building; or (B) impair, interfere with or otherwise diminish the quality of any of the Building services or the proper and economic heating, cleaning, ventilating, air conditioning or other servicing of the Building or Premises, or with the use or occupancy of any of the other areas of the Building, or occasion discomfort, inconvenience or annoyance, or injury or damage to any occupants of the Premises or other Subtenants or occupants of the Building; or (iv) which is inconsistent with the maintenance of the Building as an office or educational institution building of first class in the quality of its maintenance, use, or occupancy. Subtenant shall not install or use any electrical or other equipment of any kind which, in the reasonable judgment of Sublandlord, might cause any such impairment, interference, discomfort, inconvenience, annoyance or injury.

3. Rent - Subtenant hereby covenants and agrees to pay a total minimum rental of Twenty-Five (\$25.00) Dollars payable as follows: (i) One (\$1.00) dollar shall be payable on the Sublease Commencement Date and thereafter on the first day of each calendar year thereafter.

4. Additional Consideration. As additional consideration for Sublandlord's agreement to sublease to Subtenant the Premises, the Subtenant agrees to assume all obligations of Sublandlord under the L & M Sublease and under the A & E Sublease, including the obligations of Sublandlord to L & M under Sections 3 and 4 of the L & M Sublease (the "L & M Obligations") and the obligations of Sublandlord to A & E under Sections 3 and 4 of the A & E Sublease (the "A & E Obligations"). Notwithstanding the foregoing assumption by Subtenant of the L & M Obligations and of the A & E Obligations, (i) no rent shall be payable by A & E under the A & E Sublease, and (ii) all rent payable under the L & M Sublease shall be paid to and retained by Sublandlord. During the term of this Sublease, Sublandlord shall: (i) retain the right to sublet the L & M Subleased Space following the vacancy thereof by L & M (subject to the provisions of the next following sentence relating to Subtenant's rights to sublease the L & M Subleased Space) and to retain all rents therefrom, and (ii) retain the right to sublet the A & E Subleased Space following the vacancy thereof by A & E and to retain all rents therefrom and Subtenant

agrees to: (x) the continuing assumption of those services and the payment of those expenses as described in Sections 3 and 4 of the L & M Sublease for any new subtenant for the L & M Subleased Space and (y) the continuing assumption of those services and the payment of those expenses as described in Sections 3 and 4 of the A & E Sublease for any new subtenant for the A & E Subleased Space. Moreover, in the event L & M vacates the L & M Subleased Space, Subtenant may notify Sublandlord within at least 30 days prior to L & M's vacating the L & M Subleased Space of Subtenant's exercise of its option to sublease such Space; provided, however, whether or not it exercises such option, Subtenant agrees to pay to Sublandlord rent attributable to the L & M Subleased Space in the amount of Three Thousand Forty-Seven (\$3,047.00) Dollars per month (or \$36,564 annually, "Annual Rent") during the entire period of vacancy of such Space or occupancy of such Space by Subtenant; such Annual Rent to be adjusted upward on an annual basis by the change in the Consumer Price Index (1982-84 = 100) in the United States - All Items commencing on the anniversary date of the Subtenant's occupancy or reletting of the L&M Subleased Space, whichever occurs earlier. In the event that Subtenant fails to exercise its option to rent such Space and if Sublandlord fails to sublease the L & M Subleased Space or notifies Subtenant of its intention not to sublease the L & M Subleased Space, then Subtenant shall continue to pay rent to the Sublandlord in the amount of Three Thousand Forty-Seven (\$3,047.00) Dollars per month as adjusted upward by the CPI change for the L & M Subleased Space and the Subtenant shall have the right to either use such Space for its own purposes or to sublet such Space. In the event Subtenant subleases such L & M Subleased Space, Subtenant shall pay Sublandlord Three Thousand Forty-Seven (\$3,047.00) Dollars per month as adjusted upward by the CPI change plus fifty (50%) percent of any rent attributable to the L & M Subleased Space so subleased in excess of Three Thousand Forty-Seven (\$3,047.00) Dollars per month, as adjusted upward by the CPI change, all in accordance with the provisions of Section 12(i) hereof. In the event that A & E vacates the A & E Subleased Space and Sublandlord fails to sublease the A & E Subleased Space or notifies Subtenant of its intention not to sublease the A & E Subleased Space, then Subtenant shall have the right to either use such space for its own purposes or to sublet such Space. In the event Subtenant subleases such A & E Subleased Space, Subtenant shall pay Sublandlord fifty (50%) percent of any rent attributable to the A & E Subleased Space so subleased, all in accordance with the provision of Section 12(i) hereof. All such rent shall be payable to Sublandlord on the first day of each month.

5. Utilities; Trash - Subtenant covenants and agrees to arrange for and pay promptly when due (i) all utilities furnished to the Premises, to the L & M Subleased Space and to the A & E Subleased Space for the term of the Sublease, including, but not limited to, water, sewer, heat, fuel, electricity, gas, (ii) garbage and trash collection services, (iii) security services and (iv) telephone, telecommunications and data services (excluding the costs of telephone, telecommunications and data services for the A & E Subleased Space and the L & M Subleased Space during the period such Spaces are occupied by third party subtenants).

6. Taxes - (a) Subtenant shall be solely responsible for all the real estate taxes and assessments levied against the Premises, the L & M Subleased Space and the A & E Subleased Space including, but not limited to, all taxes or payments in lieu of taxes which may be imposed by the United States of America, any state or municipality or political subdivision, or any instrumentality thereof, and all assessments for public improvements or other assessments (including interest, penalties, and all costs resulting from delayed payment of any of the foregoing attributable to any act or omission of Sublessee), Sublandlord hereby agreeing to furnish Subtenant with copies of all bills for such taxes and assessments. Provided Subtenant pays the foregoing real estate taxes in a timely manner, Subtenant shall be entitled to apply for (in Sublandlord's name) recover, receive and retain for its own benefit all abatements and refunds of such tax, and Sublandlord agrees to cooperate with Subtenant in connection therewith. Subtenant shall not discontinue any abatement proceedings begun by it without first giving Sublandlord written notice of its intent so to do and reasonable opportunity to be substituted in such proceedings.

(b) Sublandlord shall promptly furnish to Subtenant a copy of any notice of any public, special or betterment assessment received by Sublandlord concerning the Premises.

(c) If at any time during the term of the Sublease the present system of ad valorem taxation of real property shall be changed so that in lieu of, or in addition to, the whole or any part of the ad valorem tax on real property, there shall be assessed on Sublessor a capital levy or other tax on the gross rents received with respect to the Premises including the L & M Subleased Space and the A & E Subleased Space, or a Federal, State, County, Municipal, or other local income, franchise, excise or similar tax, assessment, levy or charge (distinct from any now in effect in the jurisdiction in which the Premises are located) measured by or based, in whole or in part, upon any such gross rents, then any and all of such taxes, assessments, levies or charges, to the extent so measured or based, shall be deemed

to be included within the term "real estate taxes" but only to the extent that the same would be payable if the Premises plus the L & M Subleased Space, were the only property of Sublessor.

(d) In addition to the foregoing, Subtenant shall be solely responsible for all personal property taxes of every nature imposed upon all fixtures, equipment and other personal property of every nature on the Premises belonging to Subtenant.

7. Fire and Extended Coverage Insurance - Subtenant shall maintain, at its sole cost and expense, such insurance coverage and requirements as required of Sublandlord under ARTICLES VIII(d) and XVIII of the Municipal Lease, including, without limitation, fire and extended coverage insurance on the Premises, but in an amount equal to full replacement value. Subtenant shall file a certificate of insurance with Sublandlord listing Sublandlord and the Municipality as loss payees.

8. Remodeling - (a) Subtenant may, at its option and at its sole cost and expense, and with the prior written consent of the Sublandlord, remodel the interior of the Premises for its own purposes and use. Any improvements, alterations, additions and/or replacements constructed on the Premises by the Subtenant or others shall become the property of the Sublandlord, and shall remain upon the termination of this Sublease; provided, however, the Sublandlord shall have the right and option to require the Subtenant to remove any improvement, alteration, addition or replacement made or done by the Subtenant at the termination of this Sublease.

(b) Any improvements, alterations, additions and/or replacements constructed on the Premises must be made in a first class, good and workmanlike manner within the applicable design criteria and may not adversely affect the structural integrity of the Premises or the Building and must be made in accordance with applicable building codes and requirements, and in conformity with any applicable restrictions imposed by any entity relative to historic structures, including but not limited to the requirements of the Knoxville Historic Zoning Commission and the Department of the Interior.

(c) Subtenant acknowledges that the Premises are being sublet in as-is condition and Sublandlord shall not be obligated to perform any work whatsoever to prepare the Premises for Subtenant. All materials, work, labor, fixtures and installations required for completion of the Premises and the operation of Subtenant's business thereat shall be promptly furnished and performed by Subtenant, at Subtenant's own cost and expense.

(d) Subtenant covenants and agrees that all material, work, labor, installation, furniture, improvements, fixtures and equipment required for completion of the Premises and operation of Subtenant's business thereat (collectively, "Subtenant Work") shall be performed with reasonable diligence and unless otherwise agreed to by the Sublandlord and Subtenant, provided by Subtenant at Subtenant's own cost and expense. All such work and installations of Subtenant shall comply with all applicable rules and regulations of governmental authorities having jurisdiction thereof and Subtenant shall, at its own cost and expense, procure with reasonable diligence all necessary and required permits, approvals and licenses in connection with Subtenant's Work and the operation of Subtenant's business. Without limitation, Subtenant's Work shall include all phone wiring, cabling and communications equipment and wiring, and furniture.

(e) Plans and specifications for the interior of the Premises and Subtenant's installations therein (collectively, "Subtenant's Plans") shall be prepared promptly by Subtenant, at Subtenant's own cost and expense, and all Subtenant's Plans shall be subject to the written approval of Sublandlord and by the Municipality, if required, including the Knoxville Historic Zoning Commission. Sublandlord's approval shall not be unreasonably withheld, conditioned or delayed. In no event shall review or approval by Sublandlord constitute approval of the Subtenant's Plans, the contractor or its contract for improvements or for any other reason or purpose and in no event shall Sublandlord have any liability or obligation for or under same. All such liability (including, without limitation, the obligation to assure that all such contractors are properly licensed and qualified and that all plans and specifications submitted by or for Subtenant are technically correct and complete in compliance with all laws, codes and regulations of applicable governing authorities) shall belong solely to Subtenant.

(f) Following Sublandlord's advice to Subtenant that Subtenant's Plans have been approved by Sublandlord (and the Municipality, including the Knoxville Historic Zoning Commission, if such approval is required), Subtenant shall notify Sublandlord in writing of the name of the general contractor who is to perform the Subtenant's work in the Premises ("Subtenant's Contractor"), and shall thereafter promptly furnish Sublandlord with such other information relating to Subtenant's work as Sublandlord may reasonably require. Subtenant acknowledges that it shall not be permitted to commence Subtenant's Work unless and until Subtenant's Contractor shall have complied with Sublandlord's insurance requirements as set forth in Subsection (g) below. Subtenant agrees that, within twenty

(20) days following Sublandlord's advice to Subtenant that Subtenant's Plans have been approved by Sublandlord (and the Municipality, if such approval is required), Subtenant shall (i) comply with said insurance requirements, and (ii) commence performing Subtenant's work, which shall be diligently pursued to completion, subject to delays beyond Subtenant's reasonable control.

(g) As a precondition to Subtenant being permitted to perform any of Subtenant's Work, and throughout the entire period Subtenant's Work is being performed, it shall be the obligation of Subtenant to require Subtenant's Contractor to carry and maintain, at no expense to Sublandlord:

(i) Commercial general liability insurance, including, but not limited to, contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, to afford protection with limits, for each occurrence, of no less than \$3,000,000 with respect to personal injury or death, and \$3,000,000 with respect to property damage; and

(ii) Worker's compensation or similar insurance in form and amounts required by law.

(h) Sublandlord may require as a condition precedent to the commencement of any Subtenant's Work that Subtenant provide such bonds or other security as may be required by the Municipality or Sublandlord's mortgagee in connection with Subtenant's Work pursuant to this Sublease or any applicable Non-Disturbance Agreement.

(i) Subtenant may make no changes, alterations, additions, improvements or decorations in, to or about the Premises without submitting detailed plans and construction schedules to Sublandlord and receiving Sublandlord's and, if applicable, Municipality's prior written consent to such plans (which consent of Sublandlord shall not be unreasonably withheld, conditioned or delayed). If Subtenant shall make any changes, alterations, additions, improvements or decorations that would result in the Municipality charging Sublandlord for the cost of same, including any removal costs associated therewith, then Subtenant shall reimburse Sublandlord for such costs. Subtenant shall comply with all laws and regulations relating to such construction including, but not limited to, receipt of certificates of occupancy, permits, and requirements of the Americans with Disabilities Act, and shall be responsible for all costs associated therewith. Sublandlord may impose guidelines as may be necessary to protect its occupancy and rights provided in the Municipal Lease including, for example only, placing reasonable

restrictions on times when certain types of work may be performed in order to prevent undue intrusion and noise to other subtenants in the Building.

(j) Subtenant shall have the right, at its cost and subject to Sublandlord's and, if required, the Municipality's prior approval, to provide and install a sign at the interior entrance to the Premises. Subtenant agrees to remove such sign upon surrender of the Premises and restore the surface at Subtenant's expense, normal wear and tear excepted.

9. Remodeling Liens - The Subtenant shall, in no event, however, have power, authority or right hereunder to incur or create any obligations in respect to the Premises, Building, or improvements which shall constitute or create a lien or claim in favor of Subtenant or any third person against the rights, title or interest of the Sublandlord, in or to the Premises, Building, or improvements; and notice is hereby given to all persons furnishing labor and material therefore that any lien shall attach to the leasehold estate hereunder and be subject to and subordinate to all the right, title and interest of the Sublandlord in and to the Premises, Building and improvements under this Sublease.

10. Repairs and Maintenance - (a) The Subtenant agrees to maintain and repair and covenants to pay all of the expenses for maintaining and repairing the Premises, the L & M Subleased Space and the A & E Subleased Space and any improvements to the Premises, including all structures, parking lots, landscaping and plantings so as to maintain the Premises, and the L & M Subleased Space, the A & E Subleased Space, the Building and the land upon which the Building is located at all times in a good, neat, orderly, attractive and safe condition, reasonable wear and tear and damage by fire and other casualty excepted. Such repairs and maintenance shall include all necessary and appropriate repairs, replacements, renewals and betterments thereof, whether ordinary, extraordinary, foreseen or unforeseen and shall include, but not limited to: plumbing, wiring and electrical systems, lighting mechanical systems, heating, ventilating and air conditioning, sprinklers, painting, signage, landscape and grounds keeping, exterior walls, roof, common parking areas, and generally maintaining the Premises, the L & M Subleased Space and the A & E Subleased Space in such condition, order and repair as the same are in at the commencement of the Sublease or may be put in during the term thereof, reasonable wear and tear, and damage by fire, or other casualty as may be insured against in a standard fire policy with extended coverage excepted, and Subtenant covenants and agrees to make good to the Sublandlord any repair, maintenance or damage to the heating, air conditioning, plumbing, electrical apparatus,

replacing of broken glass, doors, hardware and frames, building fixtures or apparatus, roof and exterior walls, caused by any reason whatsoever. The Subtenant agrees to take good care of the Premises and surrender the Premises after the termination of this Sublease, or at the end of any renewal or extension thereof, to the Sublandlord in like good order as received, ordinary wear and tear excepted. Subtenant shall replace carpeting and floor coverings in the Premises, the L & M Subleased Space and the A & E Subleased Space if the same shall become excessively worn as jointly determined by Sublandlord and Subtenant and Subtenant shall in any event replace all carpeting at the end of each ten (10) year period of occupancy with carpeting of equal type, grade and quality as originally installed, except as may be changed by flammability standards or other regulations pertaining to the installation of carpeting. The Subtenant shall also comply with the obligations of Sublandlord and pay for all repairs and maintenance imposed on the Sublandlord under the Municipal Lease. The Sublandlord shall not be required to maintain or make any repairs to the Premises, to the L & M Subleased Space or to the A & E Subleased Space throughout the term of the Sublease.

(b) Bursting of Pipes, etc. Sublandlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, air contaminants or emissions, electricity, electrical or electronic emanations or disturbance, water, rain or snow or leaks from any part of the Building or from any other place or caused by dampness, vandalism, malicious mischief or by any other cause of whatever nature, unless caused by or due to the gross negligence of Sublandlord, its agents, servants or employees. Subtenant shall take all reasonably prudent temporary measures and safeguards to prevent any injury, loss or damage to persons or property. In no event shall Sublandlord be liable for any loss, the risk of which is covered by Subtenant's insurance or is required to be so covered by this Sublease; nor shall Sublandlord or its agents be liable for any such damage caused by other subtenants or persons in the Building or caused by operations in construction of any private, public, or quasi-public work; nor shall Sublandlord be liable for any latent defect in the Premises or in the Building.

11. Security. The Subtenant shall be responsible for the costs of all security in or within the Building, including the L & M Subleased Space and the A & E Subleased Space.

12. Assignability of Sublease. (a) Neither this Sublease or any interest therein, whether legal or

equitable, shall be mortgaged, pledged, hypothecated, assigned or transferred by Subtenant, voluntarily or by operation of law, without the prior written consent of Sublandlord; provided, however, the Subtenant may sublet the Premises with the prior written consent of the Sublandlord, and such permission to sublet shall not be unreasonably withheld, conditioned or delayed. The term sublet shall include, without limitation, the granting of any concessions, licenses, occupancy rights, management agreements and the like. Any assignment, receivership, bankruptcy, or other proceedings by or against the Subtenant, whether voluntary or involuntarily, shall at the option of the Sublandlord constitute a forfeiture of this Sublease, and no court or officers thereof shall have the right or power to transfer this Sublease or exercise control of or use of possession of the Premises, without prior consent in writing from the Sublandlord. Subtenant shall remain liable to Sublandlord during the Term of the Sublease for the payment of Rent and performance of all obligations of Subtenant hereunder.

(b) Without limitation, it shall not be unreasonable for Sublandlord to withhold such approval from any subletting where, in Sublandlord's opinion: (i) the proposed subtenant does not have a financial standing and credit rating reasonably acceptable to Sublandlord; (ii) the proposed subtenant does not have a good reputation in the community; (iii) the business in which the proposed subtenant is engaged could detract from the Building, its value or the costs of ownership thereof; (iv) the use of the Premises by any subtenant (even though a Permitted Use) would otherwise cause Sublandlord to be in violation of its obligations under another sublease or agreement to which Sublandlord is a party; (v) if such subleasing is not approved of by either the Municipality or the holder of any mortgage on the Building (if such approval is required); (vi) a proposed subtenant's business will impose a burden on the Building's parking facilities, common areas facilities, or utilities that is greater than the burden imposed by Subtenant, in Sublandlord's reasonable judgment; (vii) Subtenant is in default of any of its obligations under the Sublease at the time of the request or at the time of the proposed sublease; (viii) if requested by Sublandlord, the Subtenant refuses to sign a non-disturbance and attornment agreement in favor of Sublandlord's lender and the Municipality; or (ix) the subtenant is involved in a business which is not in keeping with the then current standards of the Building. Sublandlord may condition its consent upon such subtenant depositing with Sublandlord such additional security as Sublandlord may reasonably require to assure the performance and observance of the obligations of such party to Sublandlord. In no event, however, shall Subtenant sublet the whole or any part of the Premises to a proposed

subtenant which has been judicially declared bankrupt or insolvent according to law, or with respect to which an assignment has been made of property for the benefit of creditors, or with respect to which a receiver, guardian, conservator, trustee in involuntary bankruptcy or similar officer has been appointed to take charge of all or any substantial part of the proposed subtenant's property by a court of competent jurisdiction, or with respect to which a petition has been filed for reorganization under any provisions of the Bankruptcy Code now or hereafter enacted, or if a proposed subtenant has filed a petition for such reorganization, or for arrangements under any provisions of the Bankruptcy Code now or hereafter enacted and providing a plan for a debtor to settle, satisfy or extend the time for the payment of debts.

(c) Any request by Subtenant for such consent shall set forth or be accompanied by, in detail reasonably satisfactory to Sublandlord, the indemnification of the proposed subtenant, its financial condition and the terms on which the proposed subletting is to be made, including, without limitation a signed copy of all sublease documents and clearly stating the rent or any other consideration to be paid in respect thereto; and such request shall be treated as Subtenant's warranty in respect of the information submitted therewith. Subtenant's request shall not be deemed complete or submitted until all of the foregoing information has been received by Sublandlord. Sublandlord shall respond to such request for consent within thirty (30) days following Sublandlord's receipt of all information, documentation and security required by Sublandlord with respect to such proposed sublease.

(d) The foregoing restrictions shall be binding on any subtenant to which Sublandlord has consented, provided, notwithstanding anything else contained in this Sublease, Sublandlord's consent to any further subleasing or any sub-subleasing by any approved subtenant may be withheld by Sublandlord at Sublandlord's sole and absolute discretion.

(e) Consent by Sublandlord to any subleasing shall not include consent to the transferring of any lease renewal, extension or other option, first offer, first refusal or other rights granted hereunder, or any special privileges or extra services granted to Subtenant by separate agreement (written or oral), or by addendum or amendment of the Sublease

(f) In the case of any subletting of the Premises, the Subtenant named herein shall be and remain fully and primarily liable for the obligations of Subtenant hereunder, notwithstanding such subletting, including, without limitation, the obligation to pay the rent and other amounts provided under this Sublease, and the

Subtenant shall be deemed to have waived all suretyship defenses.

(g) In addition to the foregoing, it shall be a condition to the validity of any such subletting that the proposed subtenant agrees directly with Sublandlord, in form satisfactory to Sublandlord, to be bound by all the obligations of Subtenant hereunder, including, without limitation, the obligations to pay rent and other amounts provided for under this Sublease, the covenant regarding use and the covenant against further subletting and the obligation to be bound by the Municipal Lease.

(h) Subtenant shall, upon demand, reimburse Sublandlord for the reasonable fees and expenses (including legal and administrative fees and costs) incurred by Sublandlord in processing any request to sublet all or any portion of the Premises, whether or not Sublandlord agrees thereto, and if Subtenant shall fail promptly so to reimburse Sublandlord, the same shall be a default in Subtenant's monetary obligations under this Sublease.

(i) Without limitation of the rights of Sublandlord hereunder in respect thereto, if there is any subletting of the whole of the Premises by Subtenant at a rent which exceeds the rent payable hereunder by Subtenant, or if there is a subletting of a portion of the Premises by Subtenant at a rent in excess of the subleased portion's pro rata share of the rent payable hereunder by Subtenant, then Subtenant shall pay to Sublandlord, as additional rent, forthwith upon Subtenant's receipt, one-half of all of any such excess rent. For the purposes of this subsection, the term "rent" shall mean all yearly rent, all monthly rents, additional rent or other payments and/or consideration available by one party to another for the use and occupancy of all or a portion of the Premises, including, without limitation, key money, or bonus money paid by the subtenant to Subtenant in connection with such transaction and any payment in excess of fair market value for services rendered by Subtenant to the subtenant or for assets, fixtures, inventory, equipment or furniture transferred by Subtenant to the subtenant in connection with any such transaction, but shall exclude any separate payments by Subtenant for reasonable attorney's fees and broker's commissions in connection with such subletting.

(j) If the Premises or any part thereof are sublet by Subtenant following the occurrence of a default which has continued beyond the applicable cure period, Sublandlord, in addition to any other remedies provided hereunder or at law, may at its option collect directly from such Subtenants all rents becoming due to the Subtenant under such sublease(s) and apply such rent against any amounts

due Sublandlord by Subtenant under this Sublease, and Sublandlord shall retain the excess thereof, and Subtenant hereby irrevocably authorizes and directs such subtenants to so make all such rent payments, if so directed by Sublandlord; and it is understood that no such election or collection or payment shall be construed to constitute a novation of this Sublease or a release of Subtenant hereunder, or to create any sublease or occupancy agreement between the Sublandlord and such subtenant or impose any obligations on Sublandlord, or otherwise constitute the recognition of such sublease by Sublandlord for any purpose whatsoever.

(k) The following terms and conditions shall apply to any subletting by Subtenant of all or any part of the Premises and shall be deemed included in all subleases under this Sublease whether or not expressly incorporated therein:

Subtenant hereby absolutely and unconditionally assigns and transfers to Sublandlord all of Subtenant's interest in all rentals and income arising from any sublease entered into by Subtenant (excluding rents from the L & M Sublease and rents, if any, from the A & E Sublease which rents shall be paid directly to Sublandlord in each case), and Sublandlord may collect such rent and income and apply same toward Subtenant's obligations under this Sublease; provided, however, that until a default occurs in the performance of Subtenant's obligations under this Sublease, Subtenant may receive, collect and enjoy the rents accruing under any such other sublease other than the L & M Sublease and the A & E Sublease. Sublandlord shall not, by reason of this or any other assignment of such rents to Sublandlord nor by reason of the collection of the rents from any such other subtenant, be deemed to have assumed or recognized any such other sublease or to be liable to such other subtenant for any failure of Subtenant to perform and comply with any of Subtenant's obligation to such other subtenant under such sublease, including, but not limited to, Subtenant's obligation to return any security deposit. Subtenant hereby irrevocably authorizes and directs any such other subtenant, upon receipt of a written notice from Sublandlord stating that a default exists in the performance of Subtenant's obligations under this Sublease, to pay to Sublandlord the rents due as they become due under any such other sublease. Subtenant agrees that any such other subtenant shall have the right to rely upon any such statement and request for Sublandlord, and that such other subtenant shall pay such rents to Sublandlord without any obligation or right to inquire as to whether such default exists and notwithstanding any notice from or claim from Subtenant to the contrary. In the event Subtenant shall default in the performance of its obligations under this Sublease or Sublandlord terminates

this Sublease by reason of a default of Subtenant, Sublandlord at its option and without any obligation to do so, may require any such other subtenant to attorn to Sublandlord, in which event Sublandlord shall undertake the obligations of Subtenant under such sublease from the time of the exercise of said option to the termination of such other sublease; provided, however, Sublandlord shall not be liable for any prepaid rents or security deposit paid by such other subtenant to Subtenant or for any other prior defaults of Subtenant under such sublease.

13. Furnishings. The Subtenant shall at its own expense, furnish all necessary furniture, furnishings, removable fixtures and equipment and shall have the sole responsibility to keep and maintain the same as Subtenant may deem necessary, and proper for its business. All such removable items shall be and remain the property of the Subtenant, and may be removed by the Subtenant upon the termination of this Sublease, further that the Subtenant shall at its own expense repair damage to the Premises caused by the removal of same.

14. Laws and Regulations - During the Term of this Sublease, Subtenant shall be responsible for making any modifications to the Premises, including the elevators and entrances serving the Premises, required pursuant to any applicable federal, state and local laws, ordinances, building codes, and rules and regulations of governmental entities having jurisdiction over the Premises, including, but not limited to, the Americans with Disabilities Act (the "ADA"), and all regulations and orders promulgated pursuant to the ADA and the Knoxville Historic Zoning Commission (collectively, the "Applicable Laws"). Any modifications to the Premises made by Subtenant pursuant to the provisions of this paragraph shall be at Subtenant's sole expense.

Subtenant shall comply with all governmental laws, ordinances, and regulations applicable to the use of the Premises, and shall promptly comply with all governmental orders and directives for the correction, prevention, and abatement of nuisances in, upon, or connected with the Premises, all at Subtenant's sole expense. Subtenant warrants that all improvements or alterations of the Premises made by Subtenant or Subtenant's employees, agents or contractors, at any time during the term of this Sublease, will comply with all Applicable Laws. In addition, Subtenant warrants that its use of the Premises will be in strict compliance with all Applicable Laws.

Subtenant shall indemnify, defend and hold Sublandlord harmless from and against any claims, losses or causes of action arising out of Subtenant's failure to comply with the provisions of this Section 14. The indemnities set forth in this paragraph shall survive the expiration or earlier

termination of this Sublease.

15. Subtenant's Insurance - The Subtenant shall keep in full force and effect and pay for a policy or policies of commercial general liability insurance for personal injury (including wrongful death) and damage to property which coverage shall not be less than Three Million (\$3,000,000.00) Dollars combined single limit, per occurrence. The policy or policies shall contain an endorsement naming as additional insureds the Sublandlord and the Municipality and/or such other persons as they may designate. The policy or policies shall be in form and in such companies as is acceptable to the Sublandlord, and such insurance shall be non-cancelable without thirty (30) days prior notice to the Sublandlord. Subtenant shall, during the term, also keep in full force and effect and pay for, a policy or policies of so called "All Risk" or "All Peril" insurance insuring the Premises and Subtenant's furniture, personal property, fixtures and equipment in the Premises, with coverage in an amount equal to the replacement cost thereof. Subtenant may, with Sublandlord's prior written consent, elect to have a reasonable deductible in connection with such insurance. Subtenant shall also keep in force and effect and pay for any other form or forms of insurance Sublandlord or any mortgagee of Sublandlord may reasonably require from time to time in form, in amounts and for insurance risks against which a prudent tenant would protect itself. Notwithstanding the foregoing, Sublandlord agrees to reimburse Subtenant Sublandlord's proportionate share of the premium cost paid by Subtenant for commercial general liability insurance for personal injury and damage to property for Building J only. As used herein, proportionate share means the premium cost for such insurance for the Old City Hall Complex multiplied by a fraction, the numerator of which is 3,000 square feet, representing the square footage of Building J, and the denominator of which is 70,000 square feet, representing the square footage of the Old City Hall Complex. Subtenant shall furnish Sublandlord with its calculation of the reimbursable amount together with a copy of the insurance company's invoice for the premium and such other documentation requested by the Sublandlord evidencing the insurance coverage and the costs of same.

16. Indemnification. Subtenant will save Sublandlord, its agents and employees, and the Municipality harmless and will exonerate, defend and indemnify Sublandlord, its agents and employees and the Municipality from and against any and all claims, liabilities or penalties asserted by or on behalf of any person, firm, corporation or public authority arising from the Subtenant's breach of the Sublease or:

(a) On account of or based upon any injury to person, or loss of or damage to property, sustained or

occurring on the Premises on account of or based upon the act, omission, fault, negligence or misconduct of any person whomsoever (except to the extent the same is caused by the gross negligence of Sublandlord, its agents, contractors or employees);

(b) On account of or based upon any injury to person, or loss of or damage to property, sustained or occurring elsewhere (other than on the Premises) in or about the Building (and, in particular, without limiting the generality of the foregoing, on or about the elevators, stairways, public corridors, sidewalks, concourses, parking areas, approaches, areaways, roof, or other appurtenances and facilities used in connection with the Building or Premises) arising out of the use or occupancy of the Building or Premises by the Subtenant, or by any person claiming by, through or under Subtenant, or on account of or based upon the act, omission, fault, negligence or misconduct of Subtenant, its agents, employees or contractors;

(c) On account of or based upon (including monies due on account of) any work or thing whatsoever done (other than by Sublandlord or its contractors, or agents or employees of either) on the Premises during the term of this Sublease and during the period of time, if any, prior to the Sublease Commencement Date that Subtenant may have been given access to the Premises; and

(d) Subtenant's obligations under this Section 16 shall be insured either under the commercial general liability insurance required under Section 15, above, or by a contractual insurance rider or other coverage; and certificates of insurance in respect thereof shall be provided by Subtenant to Sublandlord upon request.

17. Default - The occurrence of any of the following shall constitute a default under the Sublease subject to any applicable grace periods and rights to cure:

- a. In the event the Subtenant shall fail to pay any one or more of said monthly installments of rents and when the same becomes due or shall violate any of the other terms, conditions or covenants on the part of the Subtenant herein contained, including the covenants to pay real estate taxes, insurance and to pay expenses of maintenance and repair of the Building.
- b. In the event any execution or other legal process is levied upon the goods, furniture, effects, or other property of the Subtenant brought on the Premises or

upon the interest of Subtenant in the Sublease.

- c. In the event that a petition in bankruptcy is filed by or against Subtenant or the Subtenant is adjusted bankrupt, or in the event that Subtenant makes an assignment for the benefit of creditors, or in the event that a receiver is appointed for Subtenant's property.
- d. In the event that Subtenant before the expiration of the term of this Sublease and without the written consent of the Sublandlord vacates the demised premises or abandons possession thereof.
- e. In the event the Subtenant removes, attempts to remove or permits to be removed from the Premises, except in the usual course of trade, the goods, furniture, effects or other property of Subtenant brought thereon.

Subtenant acknowledges that, upon the occurrence of any default described above, which may include the breach of any material provisions of this Sublease by Subtenant, any rights or options granted to Subtenant under this Sublease relating to subletting or any other right, shall not be exercisable while such breach exists. If and whenever there shall occur any uncured event of default of Subtenant under this Sublease following the expiration of any applicable grace period and opportunity to cure, Sublandlord may, at Sublandlord's option, and in addition to any other remedy or right given under or by law or equity, do any one or more of the following:

- (a) Terminate this Sublease upon notice to Subtenant, in which event Subtenant shall immediately surrender possession of the Premises to Sublandlord;
- (b) Terminate Subtenant's right to possession of the Premises under this Sublease without terminating the Sublease itself, by written notice to Subtenant, in which event Subtenant shall immediately surrender possession of the Premises to Sublandlord;
- (c) Enter upon and take possession of the Premises and expel or remove Subtenant and any other occupant therefrom, with or without having terminated this Sublease;
- (d) Alter locks and other security devices at the Premises with or without having terminated this

Sublease or Subtenant's right to possession under the Sublease;

(e) Enter upon the Premises by force if necessary without being liable for prosecution or any claim for damages therefor, and do whatever Subtenant is obligated to do under the terms of this Sublease, to maintain or repair the Premises, or prepare the Premises for reletting; and Subtenant agrees to reimburse Sublandlord on demand for any direct or indirect expenses which Sublandlord may incur in thus effecting compliance with Subtenant's obligations under this Sublease, and Subtenant further agrees that Sublandlord shall not be liable for any damages resulting to Subtenant from such action.

Subtenant hereby expressly stipulates that any of the above listed actions by Sublandlord (including termination of this Sublease, termination of Subtenant's right to possession, and re-entry by Sublandlord) will not affect the obligations of Subtenant for the unexpired Sublease Term, including the obligations to pay unaccrued rent and other charges required by this Sublease for the remaining portion of the Sublease Term. If a default occurs, then after any applicable cure period Sublandlord shall be entitled and is hereby authorized, without notice to Subtenant, to enter upon the Premises by use of a master key, a duplicate key, or other peaceable means, and to change, alter and/or modify the door locks on all entry doors of the Premises, thereby permanently excluding Subtenant and its officers, principals, agents, employees and representatives therefrom. In the event that Sublandlord has either terminated Subtenant's right to possession of the Premises pursuant to the foregoing provisions of this Sublease, or has terminated the Sublease by reason of Subtenant's default, Sublandlord shall not thereafter be obligated to provide Subtenant with a key to the Premises at any time. If Sublandlord elects to exclude Subtenant from the Premises without permanently repossessing the Premises or terminating the Sublease pursuant to the foregoing provisions of this Sublease, the Sublandlord (at any time prior to actual permanent repossession or termination) shall not be obligated to provide Subtenant a key to re-enter the Premises until such time as (a) all delinquent rent and other amounts due under this Sublease have been paid in full (and all other defaults, if any, have been cured to Sublandlord's satisfaction), and (b) Sublandlord has been given assurance reasonably satisfactory to Sublandlord evidencing Subtenant's ability to satisfy its remaining obligations under this Sublease. This remedy of Sublandlord shall be in addition to, and not in lieu of, any of its other remedies set forth in this Sublease, or otherwise available to Sublandlord at law or in equity.

Except to the extent permitted by applicable law, the exercise by Sublandlord of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of the Premises by Subtenant by agreement, it being understood that such surrender can be effected only by the written agreement of Sublandlord and Subtenant.

18. Condemnation - It is mutually agreed that if the whole or any part of the Premises or the Building of which it is a part shall be taken by federal, state, county, or city authority for public use, or under any statute, or by rights of eminent domain, then when possession shall be taken thereunder of the Premises, or any part thereof, the terms hereby granted and all rights or the Subtenant hereunder shall immediately cease and terminate. It is further expressly agreed that the Subtenant shall not have any right or claim to any part of any award made to or received by the Sublandlord for such taking; provided, however, after taking of the whole or any part of the Premises by federal, state, county or city authority for public use, or under any statute, or by right of eminent domain, should the Sublandlord determine that the remainder of the Premises is suitable for use by the Subtenant for its business, the Subtenant shall remain in possession of the remainder of the Premises under this Sublease by continuing to abide by the terms hereof without interruption, and the Premises leased hereunder shall be deemed to be amended to conform to the property remaining after such condemnation.

19. Fire/Casualty Loss - The Subtenant shall use every reasonable precaution against fire, and shall in case of fire or other casualty, give immediate notice thereof to the Sublandlord, who shall, unless the Building be so damaged that Sublandlord shall decide not to recondition, rebuild or repair, thereupon cause the damage to be properly repaired, but if the Building be so damaged that the Sublandlord shall decide not to recondition, repair or rebuild, either temporarily or permanently, then the term or any renewal or extension thereof shall cease and the rent shall be apportioned up to the time of the fire or other casualty with no further obligation of either Party hereunder to recognize this Sublease if the Building be later rebuilt. If the Sublandlord shall decide to rebuild, recondition, or repair, this Sublease shall not terminate and the Sublandlord shall repair, recondition or rebuild with reasonable dispatch. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, weather, adjustments of insurance, and other causes.

20. No holding Over - Should the Subtenant continue

to occupy the Premises after the expiration of this Sublease, or after forfeiture incurred, whether with or against the consent of the Sublandlord, such tenancy shall be from month to month, and in no event shall be a holding over by the Subtenant. The Subtenant shall pay, as liquidated damages, a monthly sum equal to the greater of (a) two hundred (200%) percent of the monthly payable hereunder, or (b) two hundred (200%) percent of the prevailing rental rate for comparable buildings in Knoxville, Tennessee; provided, however, acceptance of such payments by the Sublandlord shall not be interpreted as a grant of permission for Subtenant to continue in possession of the Premises.

21. Non-waiver of Breach - The failure of the Sublandlord to insist, in any one or more instances, upon strict performance of any of the covenants, agreements or obligations of the Subtenant hereunder, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future of such covenant or option, but the same shall continue and remain in full force and effect. The receipt by the Sublandlord of rent, with knowledge of the breach of any covenant, agreement or obligation hereof shall not be deemed a waiver of such breach, and no waiver of such breach, and no waiver by Sublandlord of any provisions hereby shall be deemed to have been made unless expressed in writing and signed by the Sublandlord.

22. Notices - All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed given when personally delivered to the party to be given such notice or other communication, when sent by facsimile with acknowledgement receipt, within five (5) business days after mailed in the U.S. mail by certified mail return receipt requested or on the business day following the day such notice or other communication is sent by overnight courier, to the following:

If To Sublandlord: Mr. James G. Alexander,
General Partner
Anderson Notter Investments
Associates IV
77 North Washington Street
Boston, MA 02114
(617) 227-9272 x104
Fax: (617) 227-5582
Email: jfa@faainc.com

With a copy to: Lawrence Litwak, Esq.
Greif & Litwak, P.C.
20 William Street, Suite 320
Wellesley, MA 02481

(781) 489-1040
Fax: (617) 723-9490
Email: Larry@qltaxlaw.com

If to Subtenant: Dr. Nancy B. Moody, President
Lincoln Memorial University
6965 Cumberland Gap Parkway
Harrogate, TN 37752
(423) 869-6392
Fax: (423) 869-6250
Email: nancy.moody@lmunet.edu

With a copy to: Debbi Pressnell, Director
Risk Management, Contracts
Lincoln Memorial University
6965 Cumberland Gap Parkway
Harrogate, TN 37752
(423) 869-6390
Fax: (423) 869-4825
Email: debbi.pressnell@lmunet.edu

or to such other address as the parties may designate in writing.

23. Inspection - The Sublandlord, in person or by agent, shall have the right, at all reasonable times, to enter the Premises, and inspect the same, and during the last one hundred (120) days of the term, to show the Premises to prospective Subtenants, or purchasers, and to display a prominent "For Rent" sign upon the Premises.

24. Estoppel Certificates - Within ten (10) days after written request by Sublandlord, Subtenant shall execute, acknowledge, and deliver, to Sublandlord, or to such other party as may be designated by Sublandlord, a certificate stating that this Sublease is in full force and effect and has not been modified, supplemented or amended in any way, except as indicated in such certificate; that all conditions and agreements hereunder to be performed by Sublandlord have been satisfied or performed, except as set forth in said certificate; that Subtenant is not in default in the payment of Rent or any of the other obligations required of Subtenant hereunder; and that Subtenant has paid Rent as of the date set forth in the certificate.

25. Licenses and Permits. If any governmental license or permit shall be required for the proper and lawful conduct of Subtenant's business, and if the failure to secure such a license or permit would in any way affect Sublandlord, Subtenant, at Subtenant's expense, shall duly procure and thereafter maintain such license or permit and submit the same to inspection by Sublandlord. Subtenant, at Subtenant's expense shall, shall at all times comply with the terms and conditions of each such license or

permit.

26. Exculpation of Sublandlord. Sublandlord's obligations and liability to Subtenant with respect to this Sublease shall be limited solely to Sublandlord's interest in the Premises, and neither Sublandlord nor any joint ventures (if any), partners, officers, directors, employees or shareholders of or in Sublandlord shall have any personal liability whatsoever with respect to this Sublease.

27. Subordination. Subtenant agrees at the request of Sublandlord or any mortgagee to execute and deliver promptly any certificate or other instrument which Sublandlord or such mortgagee may request subordinating this Sublease and all rights of Subtenant hereunder to any mortgagee, and to all advances made under such mortgage and/or agreeing to attorn to such mortgagee in the event that it succeeds to Sublandlord's interest in the Premises; provided, however, Sublandlord shall endeavor to provide that the holder of any such mortgage shall execute and deliver to Subtenant a non-disturbance agreement to the effect that, in the event of any foreclosure of such mortgage, such holder will not name Subtenant as a party defendant to such foreclosure nor disturb its possession under the Sublease.

28. Brokerage. Sublandlord and Subtenant each warrant to the other that it has not dealt with any broker or agent in connection with the negotiation or execution of this Sublease. Subtenant and Sublandlord shall each indemnify the other against all costs, expenses, attorneys' fees, and other liability for commissions or other compensation claimed by any broker or agent claiming the same by, through, or under the indemnifying party.

29. Amendments. This Sublease contains all the oral and written agreements, presentations and warranties between the parties hereto, and any rights which the respective parties hereto may have had under any previous agreements are hereby canceled and terminated. No representations or warranties are made or implied under this Sublease, except as specifically set forth herein. This Sublease may not be changed or modified except in a writing signed by both parties.

30. Severability. It is the parties' intention that this Sublease be enforceable and that it comply with all applicable laws. If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Sublease shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this Sublease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be

possible in order to be legal, valid, and enforceable.

31. Terms Of Municipal Lease.

A. Except as herein otherwise provided and except for the obligation to pay rent under the Municipal Lease, all of the terms, covenants, conditions and provisions in the Municipal Lease are hereby incorporated in and made a part of this Sublease as applicable to the Premises and such rights and non-monetary obligations with respect to use and occupancy of the Premises as are contained in the Municipal Lease and imposed on the Sublandlord are hereby imposed upon the Subtenant as applicable to the Premises; provided, however that Subtenant shall not be liable for any defaults by or obligations of Sublandlord as tenant under the Municipal Lease except where such default is caused in whole or in part by the default of Subtenant under this Sublease. Subtenant shall not knowingly take any action or permit any omission that would (a) constitute a default of Sublandlord under the Municipal Lease, (b) increase any of the obligations of Sublandlord under the Municipal Lease, or (c) give the Municipality the right to terminate the Municipal Lease. Upon any termination of this Sublease, whether by forfeiture, lapse of time or otherwise, or upon the termination of Subtenant's right to possession Subtenant will at once surrender and deliver up the Premises in good condition and repair, reasonable wear and tear excepted.

B. This Sublease is subject to, and Subtenant accepts this Sublease subject to, any amendments and supplements to the Municipal Lease hereinafter made between the Municipality and Sublandlord upon written notice to Subtenant, provided that any such amendment or supplement to the Municipal Lease (a) will not prevent or adversely affect the use by Subtenant of the Premises in accordance with the terms of this Sublease, or (b) increase the obligations or decrease the rights of the Subtenant under the Sublease or in any other way adversely affect Subtenant. Sublandlord shall provide a copy of any amendments and supplements to the Municipal Lease to Subtenant.

C. This Sublease is subject and subordinate to the Municipal Lease, to all ground or underlying leases, and to all mortgages which may now hereinafter affect such leases on the real property of which the Premises are a part, as well as all renewals, modifications, replacements and extensions of any of the foregoing. This subsection C shall be self-operative and no further instrument of subordination shall be required to conform such subordination, Subtenant shall execute promptly any certificate that Sublandlord may reasonably request.

32. Consent of Municipality.

A. This Sublease is conditioned upon the consent thereto of the Municipality, which consent shall be evidenced by such party's signature appended hereto or a separate consent in the form utilized by such party for such purposes. Provided the Municipality's consent does not materially affect the terms of this Sublease, Subtenant shall immediately execute any documents requested by the Municipality in order to obtain such party's approval.

B. Sublandlord makes no representation with respect to obtaining the Municipality's approval of this Sublease, but will use reasonable efforts to obtain such approval and in the event that the Municipality notifies Sublandlord that it will not give such approval, Sublandlord will so notify Subtenant and, upon receipt of such notification by Sublandlord of the disapproval by the Municipality, this Sublease shall be deemed to be null and void and without force or effect, and Sublandlord and Subtenant shall have no further obligations or liabilities to the other with respect to this Sublease. Notwithstanding anything contained herein to the contrary, if the consent of the Municipality is not obtained prior to the Sublease Commencement Date, Sublandlord and Subtenant each shall then have the right to terminate this Sublease upon written notice to the other.

C. Except as otherwise provided herein, wherever in this Sublease Subtenant is required to obtain Sublandlord's consent or approval, Subtenant understands that Sublandlord may be required to first obtain the consent or approval of the Municipality, and Sublandlord shall use all reasonable efforts to obtain such consent. If, however, the Municipality should refuse such consent or approval for any reason (whether arbitrary, capricious or otherwise unreasonable), Sublandlord shall have no obligation to grant its consent or approval.

33. Consent of Secured Lender.

A. This Sublease is conditioned upon the consent thereto of the Secured Lender, which consent shall be evidenced by such party's signature appended hereto or a separate consent in the form utilized by such party for such purposes. Provided the Secured Lender's consent does not materially affect the terms of this Sublease, Subtenant shall immediately execute any documents requested by Secured Lender in order to obtain such party's approval.

B. Sublandlord makes no representation with respect to obtaining Secured Lender's approval of this Sublease, but will use reasonable efforts to obtain such approval and, in the event that the Secured Lender notifies

Sublandlord that it will not give such approval, Sublandlord will so notify Subtenant, and, upon receipt of such notification by Sublandlord of the disapproval by the Secured Lender, this Sublease shall be deemed to be null and void and without force or effect, and Sublandlord and Subtenant shall have no further obligations or liabilities to the other with respect to this Sublease. Notwithstanding anything contained herein to the contrary, if the consent of the Secured Lender is not obtained prior to the Sublease Commencement Date, Sublandlord and Subtenant each shall then have the right to terminate this Sublease upon written notice to the other.

C. Except as otherwise provided herein, wherever in this Sublease Subtenant is required to obtain Sublandlord's consent or approval, Subtenant understands that Sublandlord may be required to first obtain the consent or approval of the Secured Lender and Sublandlord shall use all reasonable efforts to obtain such consent. If, however, the Secured Lender should refuse such consent or approval for any reason (whether arbitrary, capricious or otherwise unreasonable), Sublandlord shall have no obligation to grant its consent or approval.

34. Consent of Sublandlord's Limited Partners.

A. This Sublease is conditioned upon the consent thereto of the Sublandlord's Limited Partners, which consent shall be evidenced by the Certificate of a General Partner of the Sublandlord. Provided Sublandlord's Limited Partners' conditions to consent do not materially affect the terms of this Sublease, Subtenant shall immediately execute any documents requested by such Limited Partners in order to obtain such parties' approval.

B. Sublandlord makes no representation with respect to obtaining approval of this Sublease by Sublandlord's Limited Partners, but will use reasonable efforts to obtain such approval and, in the event that the General Partner of the Sublandlord is unable to obtain such approval, Sublandlord will so notify Subtenant, and, upon receipt of such notification by Sublandlord of the disapproval by its Limited Partners, this Sublease shall be deemed to be null and void and without force or effect, and Sublandlord and Subtenant shall have no further obligations or liabilities to the other with respect to this Sublease. Notwithstanding anything contained herein to the contrary, if the consent of the Limited Partners of Sublandlord is not obtained prior to the Sublease Commencement Date, Sublandlord and Subtenant each shall then have the right to terminate this Sublease upon written notice to the other.

C. Except as otherwise provided herein,

wherever in this Sublease Subtenant is required to obtain Sublandlord's consent or approval, Subtenant understands that Sublandlord may be required to first obtain the consent or approval of its Limited Partners and Sublandlord shall use all reasonable efforts to obtain such consent. If, however, the Limited Partners of Sublandlord should refuse such consent or approval for any reason (whether arbitrary, capricious or otherwise unreasonable), Sublandlord shall have no obligation to grant its consent or approval.

35. Rules and Regulations. Subtenant will faithfully observe and comply with the uniformly applied Rules and Regulations, if any, annexed hereto and such other and further reasonable Rules and Regulations as Sublandlord hereafter at any time or from time to time may make and may communicate in writing to Subtenant, which in the reasonable judgment of Sublandlord shall be necessary for the reputation, safety, care or appearance of the Building, or the preservation of good order therein, or the operation, maintenance or repairs of the Building, or the equipment thereof, or the comfort of Subtenant or others in the Building, provided, however, that in the case of any conflict between the provisions of this Sublease and any such Rules and Regulations, the provisions of this Sublease shall control, and provided further that nothing contained in this Sublease shall be construed to impose upon Sublandlord any duty or obligation to enforce the Rules and Regulations or the terms, covenants or conditions in any other sublease as against any other subtenant and Sublandlord shall not be liable to Subtenant for violation of the same by any other subtenant or such other subtenant's servants, employees, agents, contractors, visitors, invitees or licensees.

36. Prohibited Materials and Property. Subtenant shall not bring or permit to be brought or kept in or on the Premises or elsewhere in the Building (i) any inflammable, combustible or explosive fluid, material, chemical or substance including, without limitation, any hazardous substances as defined under Tennessee law or under the Federal Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 USC §9601 et seq., as amended, under Section 3001 of the Federal Resource Conservation and Recovery Act of 1976, as amended, or under any regulation of any governmental authority regulating environmental or health matters (except for standard office cleaning supplies stored in proper containers), (ii) any materials, appliances or equipment (including, without limitation, materials, appliances and equipment selected by Subtenant for the construction or other preparation of the Premises and furniture and carpeting) which pose any danger to life, safety or health or may cause damage, injury or death; (iii) any unique,

unusually valuable, rare or exotic property, work of art or the like unless the same is fully insured under all-risk coverage, or (iv) any data processing, electronic, optical or other equipment or property of a delicate, fragile or vulnerable nature unless the same are housed, shielded and protected against harm and damage, whether by cleaning or maintenance personnel, radiations or emanations from other equipment now or hereafter installed in the Building, or otherwise. Nor shall Subtenant cause or permit any potentially harmful air emissions, odors of cooking or other processes, or any unusual or other objectionable odors or emissions to emanate from or permeate the Premises.

37. Requirements of Law--Fines and Penalties. Subtenant at its sole expense shall comply with all laws, rules, orders and regulations, including, without limitation, all energy-related requirements, of Federal, State, County and Municipal Authorities and with any direction of any public officer or officers, pursuant to law, which shall impose any duty upon Sublandlord or Subtenant with respect to or arising out of Subtenant's use or occupancy of the Premises. Subtenant shall reimburse and compensate Sublandlord for all expenditures made by, or damages or fines sustained or incurred by, Sublandlord due to nonperformance or noncompliance with or breach or failure to observe any item, covenant, or condition of this Sublease upon Subtenant's part to be kept, observed, performed or complied with. If Subtenant receives notice of any violation of law, ordinance, order or regulation applicable to the Premises, it shall give prompt notice thereof to Sublandlord.

38. Subtenant's Acts--Effect on Insurance. Subtenant shall not do or permit to be done any act or thing upon the Premises or elsewhere in the Building which will invalidate or be in conflict with any insurance policies covering the Building and the fixtures and property therein; and shall not do, or permit to be done, any act or thing upon the Premises which shall subject Sublandlord to any liability or responsibility for injury to any person or persons or to property by reason of any business or operation being carried on upon said Premises or for any other reason. Subtenant, at its own expense, shall comply with all rules, orders, regulations and requirements of the Board of Fire Underwriters, or any other similar body having jurisdiction, and shall not (i) do, or permit anything to be done, in or upon the Premises, or bring or keep anything therein, except as now or hereafter permitted by the Fire Department, Board of Underwriters, Fire Insurance Rating Organization, or other authority having jurisdiction, and then only in such quantity and manner of storage as will not increase the rate for any insurance applicable to the Building, or (ii) use the Premises in a manner which shall

increase such insurance rates on the Building, or on property located therein, over that applicable when Subtenant first took occupancy of the Premises hereunder. If by reason of the failure of Subtenant to comply with the provisions hereof the insurance rate applicable to any policy of insurance shall at any time thereafter be higher than it otherwise would be, the Subtenant shall reimburse Sublandlord for that part of any insurance premiums thereafter paid by Sublandlord, which shall have been charged because of such failure by Subtenant.

39. Miscellaneous. Subtenant shall not suffer or knowingly permit the Premises or any fixtures, equipment or utilities therein or serving the same, to be overloaded, damaged or defaced Subtenant shall not suffer or permit any employee, contractor, business invitee or visitor to violate any covenant, agreement or obligations of the Subtenant under this Sublease.

40. Governing Law. This Sublease is made pursuant to, and shall be governed by, and construed in accordance with, the laws of the State wherein the building is situated and any applicable local municipal rules, regulations, by-laws, ordinances and the like.

41. Representation of Authority. By his/her execution hereof each of the signatories on behalf of the respective parties hereby warrants and represents to the other that he is duly authorized to execute this Sublease on behalf of such party.

42. Expenses Incurred by Sublandlord Upon Subtenant Requests. Subtenant shall, upon demand, reimburse Sublandlord for all reasonable expenses, including, without limitation, legal fees, incurred by Sublandlord in connection with all requests by Subtenant for consent, approvals or execution of collateral documentation related to this Sublease, including, without limitation, costs incurred by Sublandlord in the review and approval of Subtenant's plans and specifications in connection with proposed alterations to be made by Subtenant to the Premises, requests by Subtenant to sublet the Premises, the execution by Sublandlord of estoppel certificates requested by Subtenant, and requests by Subtenant for Sublandlord to execute waivers of Sublandlord's interest in Subtenant's property in connection with third party financing by Subtenant. Such costs shall be deemed to be additional rent under the Sublease.

43. Survival. Without limiting any other obligation of the Subtenant which may survive the expiration or prior termination of the term of the Sublease, all obligations on the part of Subtenant to indemnify, defend, or hold Sublandlord harmless, as set forth in this Sublease shall

survive the expiration or prior termination of the term of the Sublease.

44. Hazardous Materials. Sublandlord and Subtenant agree as follows with respect to the existence or use of "Hazardous Material" in or on the Premises, the Building or the Land.

(a) Subtenant, at its sole cost and expense, shall comply with all laws, statutes, ordinances, rules and regulations of any local, state or federal governmental authority having jurisdiction concerning environmental, health and safety matters (collectively, "Environmental Laws"), including, but not limited to, any discharge into the air, surface, water, sewers, soil or groundwater of any Hazardous Material (as defined in paragraph 44(c) below), whether within or outside the Premises within the Building or on the Land. Notwithstanding the foregoing, nothing contained in this Sublease requires, or shall be construed to require, Subtenant to incur any liability related to or arising from environmental conditions which existed within the Premises, the Building or the Land prior to the date Subtenant takes possession of the Premises.

(b) Subtenant shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Premises or otherwise in the Building or on the Land by Subtenant, its agents, employees, contractors or invitees, without the prior written consent of Sublandlord, except for Hazardous Materials which are typically used in the operation of offices or laboratories, provided that such materials are stored, used and disposed of in strict compliance with all applicable Environmental Laws and with good scientific and medical practice. Notwithstanding the foregoing, with respect to any of Subtenant's Hazardous Material which Subtenant does not properly handle, store or dispose of in compliance with all applicable Environmental Laws and good scientific and medical practice, Subtenant shall, upon written notice from Sublandlord, no longer have the right to bring such material into the Premises, the Building or the Land until Subtenant has demonstrated, to Sublandlord's reasonable satisfaction, that Subtenant has implemented programs to thereafter properly handle, store or dispose of such material.

(c) As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste or petroleum derivative which is or becomes regulated by any Environmental Law, specifically including live organisms, viruses and fungi, medical waste, and so-called "biohazard" materials. The term "Hazardous Material" includes, without limitation, any material or substance which is (i) designated as a "hazardous substance" pursuant to Section 1311 of the Federal Water

Pollution Control Act (33 U.S.C. Section 1317), (ii) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903), (iii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601), (iv) defined as "hazardous substance" or "oil" under Chapter 21E of the General Laws of Massachusetts, or (v) a so-called "biohazard" or medical waste, or is contaminated with blood or other bodily fluids; and "Environmental Laws" including, without limitation, the laws listed in the preceding clauses (i) through (iv).

(d) Any increase in the premium for necessary insurance on the Premises, the Building or the Land which arises from Subtenant's use and/or storage of these Hazardous Materials shall be solely at Subtenant's expense. Subtenant shall procure and maintain at its sole expense such additional insurance as may be necessary to comply with any requirement of any federal, state or local government agency with jurisdiction.

(e) Subtenant hereby covenants and agrees to indemnify, defend and hold Sublandlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (collectively "Losses") which Sublandlord may reasonably incur arising out of contamination of real estate, the Building, the Land or other property not a part of the Premises, which contamination arises as a result of: (i) the presence of Hazardous Material in the Premises, the presence of which is caused or permitted by Subtenant, or (ii) from a breach by Subtenant of its obligations under this paragraph 44. This indemnification of Sublandlord by Subtenant includes, without limitation, reasonable costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Premises based upon the circumstances identified in the first sentence of this paragraph 44 (e). The indemnification and hold harmless obligations of Subtenant under this paragraph 44 shall survive any termination of this Sublease. Without limiting the foregoing, if the presence of any Hazardous Material in the Building or otherwise on the Land caused or permitted by Subtenant results in any contamination of the Premises, Subtenant shall promptly take all actions at its sole expense as are necessary to return the Premises or the Building to a condition which complies with all Environmental Laws; provided that Sublandlord's approval of such actions shall first be obtained, which approval shall

not be unreasonably withheld so long as such actions, in Sublandlord's reasonable discretion, would not potentially have any materially adverse long-term or short-term effect on the Premises or the Building, and, in any event, Sublandlord shall not withhold its approval of any proposed actions which are required by applicable Environmental Laws.

45. Patriot Act.

Subtenant represents and warrants to Sublandlord that:

(A) Subtenant is not in violation of any Anti-Terrorism Law;

(B) Subtenant is not, as of the date hereof:

(i) conducting any business or engaging in any transaction or dealing with any Prohibited Person (as hereinafter defined), including the making or receiving of any contribution of funds, goods or services to or for the benefit of any Prohibited Person;

(ii) dealing in, or otherwise engaging in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224; or

(iii) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate any of the prohibitions set forth in, any Anti-Terrorism Law; and

(C) Neither Subtenant nor any of its affiliates, officers, directors, shareholders, members or lease guarantor, as applicable, is a Prohibited Person.

If at any time any of these representations becomes false, then it shall be considered a material default under this Lease.


As used herein, "Anti-Terrorism Law" is defined as any law relating to terrorism, anti-terrorism, money-laundering or anti-money laundering activities, including without limitation the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, Executive Order No. 13224, and Title 3 of the USA Patriot Act, and any regulations promulgated under any of them. As used herein "Executive Order No. 13224" is defined as Executive Order No. 13224 on Terrorist Financing effective September 24, 2001, and relating to "Blocking Property and Prohibiting Transactions With Persons Who

Commit, Threaten to Commit, or Support Terrorism", as may be amended from time to time. "Prohibited Person" is defined as (i) a person or entity that is listed in the Annex to Executive Order No. 13224, or a person or entity owned or controlled by an entity that is listed in the Annex to Executive Order No. 13224; (ii) a person or entity with whom Sublandlord is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; or (iii) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/tllsdn.pdf> or at any replacement website or other official publication of such list. "USA Patriot Act" is defined as the "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (Public Law 107-56), as may be amended from time to time.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and date first above written.

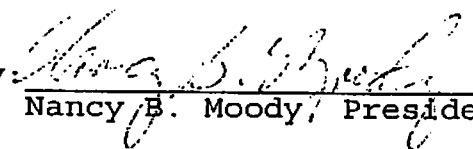
SUBLANDLORD:

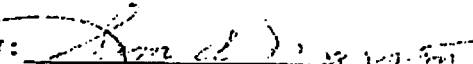
OLD CITY HALL KNOXVILLE
PARTNERSHIP, a Tennessee
Limited Partnership
by its General Partner
Anderson Notter Investment
Associates IV

By: 
James G. Alexander, General
Partner

SUBTENANT:

LINCOLN MEMORIAL UNIVERSITY

By: 
Nancy B. Moody, President

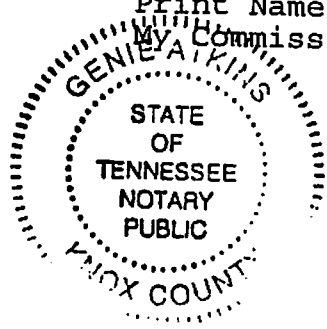
By: 
Sam A. Mars, III, Secretary

[CONTINUED ON PAGE 43]

STATE OF TENNESSEE
COMMONWEALTH OF MASSACHUSETTS
County of Knox
SUFFOLK, ss.

On this 25 day of February, 2008, before me, the undersigned notary public, personally appeared James G. Alexander, proved to me through satisfactory evidence of identification, which was [] photographic identification with signature issued by a federal or state governmental agency, [] oath or affirmation of a credible witness, [] personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document(s), and acknowledged to me that he signed it voluntarily of its stated purpose, as General Partner of Anderson Notter Investment Associates, IV, being the General Partner of Old City Hall Knoxville Partnership.

Genie Atkins
Notary Public
Print Name: GENIE ATKINS
My Commission Expires: 5-5-09



LL070578-L

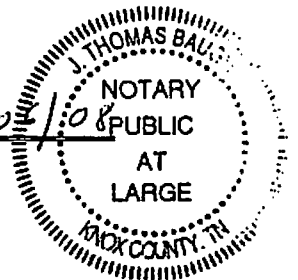
STATE OF TENNESSEE
COUNTY OF CLAIBORNE

Before me, the undersigned a notary public in and for said county and state, personally appeared Nancy B. Moody with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon such, swore to and acknowledged herself to be President of Lincoln Memorial University, the within bargainer, and that as such President executed the foregoing instrument for the purpose therein contained, by signing Lincoln Memorial University by herself as President.

WITNESS my hand official seal at office, this the 25 day of February, 2008.

J. Baugh
Notary Public

My Commission Expires: 04/04/08



STATE OF TENNESSEE
COUNTY OF CLAIBORNE

Before me, the undersigned a notary public in and for said county and state, personally appeared Sam A. Mars, III with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon such, swore to and acknowledged himself to be Secretary of Lincoln Memorial University, the within bargainer, and that as such Secretary, executed the foregoing instrument for the purpose therein contained, by signing Lincoln Memorial University by himself as Secretary.

WITNESS my hand official seal at office, this 25 day of February, 2008.

J. Baugh
Notary Public

My Commission Expires: 04/04/08

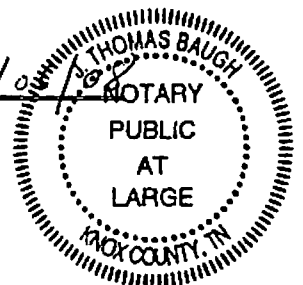


EXHIBIT A
MUNICIPAL LEASE
(SEE ATTACHED)

EXHIBIT A

Beginning at a point on the northwest right-of-way line of Summit Hill Drive, said beginning point being located N 65° 45' 01" W, a distance of 50.35 ft. from Station 29+70.13 on the centerline of Summit Hill Drive; thence along the right-of-way line between Summit Hill Drive and County Tax Parcel 94-L, C-1, the following courses: N 65° 45' 01" W, 6.65 ft. to a point; thence southerly and southwesterly along a curve to the left whose radius is 229.18 ft. an arc distance of 265.23 ft. to a point; thence N 87° 40' 58" W, 182.16 ft. to a point; thence along the right-of-way line at the northeast intersection of Summit Hill Drive and Broadway the following courses: N 22° 03' 08" E, 59.15 ft. to a point; thence N 81° 13' 53" W, 84.51 ft. to a point; thence N 61° 14' 04" W, 19.52 ft. to a point; thence along the right-of-way line between Broadway and Parcel C-1 the following courses: northerly along a curve whose radius is 424.41 ft. an arc distance of 162.47 ft. to a point; thence N 9° 18' 34" W, 43.75 ft. to a point; thence S 85° 46' 09" E crossing a portion of Parcel C-1, 37.75 ft. to a point or common corner between Parcel C-1 and the property of Summit Towers, Ltd.; thence along the dividing line between Parcel C-1 and Summit Towers Ltd., the following courses: S 85° 46' 09" E, 224.99 ft. to a point; thence N 4° 13' 51" E, 30 ft. to a point; thence S 85° 46' 09" E, 70.14 ft. to a point; thence S 4° 13' 51' W, 30 ft. to a point; thence S 85° 46' 09" E, 190.23 ft. to a point at the northeast corner of Parcel C-1; thence S 27° 17' 17" E along the northeast line of Parcel C-1, 63.75 ft. to a point on the northwest right-of-way line of Summit Hill Drive; thence S 24° 16' 55" W along said right-of-way line 65.11 ft. to the point of beginning.

Containing approximately 2.75 acres and being a portion of County Tax Parcel 94-L, C-1 and being further described on Map 06081-A on file in the Office of the City Engineer.

An easement is reserved for ingress and egress to the Fire Alarm Headquarters Building, said easement being along the present driveway and parking lot and beginning at the east line of Broadway and extending easterly approximately 60 ft.; thence northerly approximately 130 ft.; thence westerly approximately 110 ft.; thence northwesterly approximately 115 ft. to a point on the dividing line between the property herein described and the tract upon which is located the Fire Alarm Headquarters Building.

EXHIBIT B

Beginning at a point on the northwest right-of-way line of Summit Hill Drive, said beginning point being located N 65° 45' 01" W, a distance of 50.35 ft. from Station 29+70.13 on the centerline of Summit Hill Drive; thence along the right-of-way line between Summit Hill Drive and County Tax Parcel 94-L, C-1, the following courses: N 65° 45' 01" W, 6.65 ft. to a point; thence southerly and southwesterly along a curve to the left whose radius is 229.18 ft. an arc distance of 265.23 ft. to a point; thence N 87° 40' 58" W, 182.16 ft. to a point; thence along the right-of-way line at the northeast intersection of Summit Hill Drive and Broadway the following courses: N 22° 03' 08" E, 59.15 ft. to a point; thence N 81° 13' 53" W, 84.51 ft. to a point; thence N 61° 14' 04" W, 19.52 ft. to a point; thence along the right-of-way line between Broadway and Parcel C-1 the following courses: northerly along a curve whose radius is 424.41 ft. an arc distance of 162.47 ft. to a point; thence N 9° 18' 34" W, 43.75 ft. to a point; thence S 85° 46' 09" E crossing a portion of Parcel C-1, 37.75 ft. to a point or common corner between Parcel C-1 and the property of Summit Towers, Ltd.; thence along the dividing line between Parcel C-1 and Summit Towers Ltd., the following courses: S 85° 46' 09" E, 224.99 ft. to a point; thence N 4° 13' 51" E, 30 ft. to a point; thence S 85° 46' 09" E, 70.14 ft. to a point; thence S 4° 13' 51' W, 30 ft. to a point; thence S 85° 46' 09" E, 190.23 ft. to a point at the northeast corner of Parcel C-1; thence S 27° 17' 17" E along the northeast line of Parcel C-1, 63.75 ft. to a point on the northwest right-of-way line of Summit Hill Drive; thence S 24° 16' 55" W along said right-of-way line 65.11 ft. to the point of beginning.

Containing approximately 2.75 acres and being a portion of County Tax Parcel 94-L, C-1 and being further described on Map 06081-A on file in the Office of the City Engineer.

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LL070578-L

EXHIBIT C

DESCRIPTION OF SPACE IN BUILDING "J"
SUBLEASED TO LINDSAY & MAPLES ARCHITECTS, INCORPORATED

LL070578-L

EXHIBIT D

DESCRIPTION OF SPACE IN BUILDING "B"
SUBLEASED TO ASSET & EQUITY CORPORATION

EXHIBIT

A

24344

This instrument prepared by:
David C. Wilburn
Office of the General Counsel
Tennessee Valley Authority
Knoxville, Tennessee 37902

CONTRACT NO. TV-60529A
ACCOUNT NO. 1260-991-07-41.2
DIVISION OF PROPERTY AND
SERVICES, OFFICE SERVICE BRANCH

L E A S E
Between
OLD CITY HALL KNOXVILLE PARTNERSHIP
And
TENNESSEE VALLEY AUTHORITY
For
OFFICE SPACE
At
KNOXVILLE, TENNESSEE

THIS LEASE, made and entered into this 2nd day of May, 1983,
between OLD CITY HALL KNOXVILLE PARTNERSHIP, a Tennessee limited partnership,
having an office located at 107 Main Street, SW., Knoxville, Tennessee 37901
(hereinafter referred to as "Lessor"), and TENNESSEE VALLEY AUTHORITY, an
agency and instrumentality of the United States (hereinafter referred to
as "TVA"),

IN CONSIDERATION of the mutual covenants hereinafter stated,
the parties agree for themselves, their successors, legal representatives,
and assigns as follows:

1. Lessor hereby leases to TVA the Old City Hall Building
(hereinafter referred to as the "Premises"), located at the intersection
of Broadway and West Summit Hill Drive, Knoxville, Tennessee, which Premises
are more fully described in Exhibit A, which is attached hereto and made a
part of this agreement.

STEVE HALL

JUN 9 4 24 PM '83

RECEIVED FOR
RECORDING
KNOXVILLE, TN

FILED
[Signature]

The Premises consist of buildings containing a net rentable floor area of 71,612 square feet and grounds containing a land area of approximately 2.75 acres as shown in Exhibit A and are to be used by TVA for offices and uses incidental thereto (hereinafter "Intended Purposes"), and/or for such other purpose or purposes as it may deem necessary and/or convenient; provided, however, that use of the Premises for other than the Intended Purposes must be consented to by Lessor in writing, except as defined in article 14, which consent shall not be unreasonably withheld.

2. TVA is to have and hold the Premises with their appurtenances for a term of thirty (30) years beginning May 2, 1983, and ending May 1, 2013.

3. Lessor shall, during the term of this lease unless herein specified to the contrary, maintain the Premises in good repair and tenantable condition, including:

- (1) Maintaining the structural integrity of the buildings and other improvements on the Premises, including but not limited to the structural integrity of the roof, exterior walls, foundation, floors, windows and/or fixed glass, doors, and other building appurtenances and improvements to provide water-tight integrity, structural soundness, and reasonable safety from hazards to occupants and equipment.
- (2) Providing zone heating, air-conditioning, and ventilation systems capable of maintaining a year-round temperature of seventy-five (75) degrees Fahrenheit (plus or minus three (3) degrees) in

summer operation, and sixty-eight (68) degrees Fahrenheit (plus or minus three (3) degrees) in winter operation within the occupied zone which is defined as the interior area of the building from the floor up to 6'-0" above the floor and out to but not including 1'-0" from any wall in accordance with ASHRAE design standards throughout the building structure when occupied.

- (3) Repairing or replacing major mechanical, electrical, and/or plumbing equipment or fixtures that are defined as Lessor responsibilities in the Maintenance Responsibilities List which is attached hereto and made a part of this agreement as Exhibit B; provided that TVA shall perform operations, preventative maintenance, and repair or replacement that are defined as Lessee responsibilities in the Maintenance Responsibilities List.
- (4) Replacing when reasonably necessary any carpeting or other floor covering which becomes excessively worn as determined jointly by Lessor and TVA and replacing all carpeting at the end of each ten (10) year period of occupancy by TVA with carpeting of equal type, grade, and quality as originally installed, except as may be changed by flammability standards or other regulations pertaining to the installation of carpeting;
- (5) Providing the necessary personnel to perform or cause to be performed the maintenance and repair functions hereinabove described in subsections (1), (2), (3), and (4) without causing undue interference with the performance of day-to-day operations of TVA's personnel upon the leased premises.

For the purpose of so maintaining the Premises, Lessor reserves the right, at reasonable times, to enter and inspect the premises and to take any reasonable measures in order to make any necessary repairs thereto. No maintenance and/or services shall be performed by Lessor under conditions which are unsanitary, hazardous, or dangerous to the health and safety of employees or contractors engaged to furnish the services or to employees of TVA occupying the space.

4.a. The wage rate of laborers, mechanics, and service personnel employed by Lessor in performance of the maintenance and service obligations stated hereinabove shall be not less than the rates of wages paid by TVA to its employees engaged in similar work. TVA has heretofore furnished Lessor, in writing, its classifications, rates of compensation, and fringe benefits in effect on the date of the beginning of the lease term, stipulated in Article 2 hereof, and TVA agrees to notify Lessor in writing of any changes in classifications, compensation, and fringe benefits.

On each anniversary date of the beginning of the lease term, stipulated in Article 2 hereof, TVA shall pay Lessor one hundred percent (100%) of any increase (or receive credit for one hundred percent (100%) of any decrease) in Lessor's payroll costs occasioned by changes in TVA's pay schedules above referred to, including changes in classification, compensation, and fringe benefits; provided, however, that the foregoing shall not apply to a greater number of such employees than five (5), unless TVA shall approve a larger number in advance of any increase in such number. Lessor shall furnish to TVA such documentation of Lessor's payroll costs as TVA may reasonably require.

b. Lessor shall maintain full replacement cost casualty insurance on the Premises in accordance with the requirements of the Municipal Lease Agreement. On each anniversary date of the beginning of the lease term, TVA shall pay Lessor eighty percent (80%) of any increase (or receive credit for eighty percent (80%) of any decrease) in Lessor's cost of maintaining such insurance coverage occasioned by changes in premium costs based on escalations in the appraised value of the Property by the insurance company.

5. TVA shall have the right, during the term of this lease or any extension thereof, to make alterations, attach fixtures, and erect additions, structures, and signs (hereinafter referred to as "Alterations"), in or upon the Premises hereby leased, which Alterations shall be and remain the property of TVA and may be removed therefrom by TVA prior to the termination of this lease. Any Alterations made by TVA under this section must be made in a first-class workmanlike manner within the applicable design criteria and may not adversely affect the structural integrity of the Premises and must be made in accordance with applicable building codes and requirements, and with any applicable restrictions imposed by any entity relative to historic structures, including but not limited to the requirements of the Knoxville Historic Zoning Commission and the Department of the Interior.

6. Anything in this lease to the contrary notwithstanding, TVA shall have no responsibility or liability for any loss to the Lessor or damage to the Premises resulting from or occasioned by ordinary wear and tear; by circumstances or occurrences which are not directly caused by TVA; or by

any other cause, including, without limitation, the elements, which cause is not the direct result of an act or omission by TVA. Upon termination of the lease, TVA will surrender the Premises in the same condition in which TVA took possession of the Premises, subject to the exceptions contained in this section.

7. TVA shall pay Lessor for the Premises rent at the following rates: ELEVEN DOLLARS AND SIXTY-SEVEN AND FIFTY-TWO HUNDREDTHS CENTS (\$11.6752) per square foot of net rentable area per year, being EIGHT HUNDRED THIRTY-SIX THOUSAND EIGHTY-FOUR DOLLARS AND FORTY-TWO CENTS (\$836,084.42) per annum, payable in equal monthly installments of SIXTY-NINE THOUSAND SIX HUNDRED SEVENTY-THREE DOLLARS AND SEVENTY CENTS (\$69,673.70). Payment of rent accrued hereunder shall be made as soon after the first day of each calendar month as vouchers can be prepared covering rent up to and including the last day of the preceding month. Rent for any period less than one (1) month shall be apportioned on a thirty (30) day basis.

8.a. If any of the services or repairs agreed to be performed by Lessor in accordance with Article 3 hereof are not performed within two (2) business days of receipt by Lessor of written notice from TVA requesting that such services or repairs be performed, TVA may itself perform any such services or repairs with its own or contracted forces and deduct the cost thereof from rentals due Lessor hereunder; provided, however, that prior to making any such deduction, TVA shall first withdraw moneys from Lessor's Escrow Fund established by Lessor in accordance with Article 8.b. (hereinafter referred to as "Escrow Fund") in order to make payment of such costs and shall not deduct any amounts from rentals otherwise due Lessor under this lease agreement until such time as the moneys in said

Escrow Fund are insufficient to pay the cost of services and repairs incurred by TVA hereunder; and provided further that in no event shall such deductions from rentals otherwise due Lessor under this lease agreement reduce said rentals to an amount less than SIXTY-FOUR THOUSAND EIGHT HUNDRED TWENTY-THREE DOLLARS AND TWENTY-FOUR CENTS (\$64,823.24) per month; and provided further that no such deductions shall be made if Lessor is unable to perform said services or repairs within said 48-hour period and Lessor provides to TVA within said 48-hour period a detailed service or repair schedule setting forth, to TVA's reasonable satisfaction, the reasons why said services or repairs cannot be performed within said 48-hour period together with an estimate of the nature, extent, and approximate time of completion of said services or repairs.

b. Lessor's Escrow Fund will be established, prior to execution of this lease agreement, by Lessor with Park National Bank (hereinafter referred to as "Bank"); provided, however, that Lessor with prior written approval by TVA, shall have the right to establish a separate escrow fund with other banks in the event the amount of the Escrow Fund with Park National Bank exceeds the limit of Federal Deposit Insurance. The Escrow Fund shall be an interest-bearing account. TVA shall be permitted to withdraw moneys deposited therein for the purposes indicated in Articles 8.a. and 10.b. upon delivery to Bank of (1) a sworn statement of the Chief, Office Service Branch, specifying the nature and extent of the services or repairs that have been performed or that will be performed and the estimated cost thereof (together with other reasonable evidence substantiating such amounts) and (2) such other documentation as Bank may reasonably

request. TVA shall promptly provide to Lessor a copy of all documentation so delivered to Bank. In addition, Lessor shall be permitted to withdraw moneys deposited in the Escrow Fund for the reasonable costs of performance of Lessor's obligations indicated in Article 3 upon Lessor's delivery to Bank of (1) a sworn statement of an appropriate officer of Lessor specifying the information required by clause (1) above and (2) such other documentation as Bank may reasonably request. Lessor shall promptly provide to TVA a copy of all documentation so delivered to Bank. Lessor shall provide, upon request by TVA, such documentation as is sufficient for TVA to verify the reasonableness of Lessor's costs of performance. Prior to the execution of this lease agreement, Lessor shall deposit the sum of TWENTY-SEVEN THOUSAND DOLLARS (\$27,000.00) into the Escrow Fund and shall thereafter deposit monthly the sum of TWO THOUSAND TWO HUNDRED FIFTY DOLLARS (\$2,250.00) into the Escrow Fund. All interest on moneys accruing on the Escrow Fund and any moneys remaining in the Escrow Fund upon the expiration of the lease term shall be the property of TVA.

c. Notwithstanding anything contained in Article 8, Lessor's obligations under Article 3 shall not be affected. Nothing contained herein shall preclude TVA's resort to remedies against Lessor to recover costs or damages incurred by TVA in accordance with Article 8.a. that may otherwise be allowed by law.

9. TVA agrees that it will, during the term of this lease and any extension thereof, pay and discharge on Lessor's behalf, during the period in which the same shall be payable without penalty, all taxes or payments in lieu of taxes which may be imposed by the United States of America, any State or municipality or political subdivision, or any instrumentality thereof, and all assessments for public improvements

or other assessments (including interest, penalties, and all costs resulting from delayed payment of any of the foregoing attributable to act or omission of TVA) of whatever name, nature, and kind, and whether or not now within the contemplation of the parties (all of the foregoing being hereinafter sometimes referred to as "Taxes"), which are now or may hereafter be lawfully levied, assessed, charged, or imposed upon or which are or may become a lien upon this lease or the leased premises, or upon the owner or occupants in respect thereof or upon the basis of the rent (but not income taxes) thereof and therefrom; it being the intention of the parties that, insofar as the same may lawfully be done, and within the limits aforescribed, Lessor shall be free from all Taxes based upon Lessor's interests and rights in the leased premises except as hereinafter provided, and that TVA shall pay to Lessor such rental as may be due throughout the term of this lease and any extension thereof undiminished by payment of any such Taxes.

Lessor shall furnish TVA copies of all notices which may affect the valuation of the leased premises for tax purposes or Taxes thereon. Such copies shall be delivered or mailed by certified mail, return receipt requested, within three (3) days of receipt thereof by Lessor to Mack B. McCarley, Chief, Office Service Branch, 670 Lupton Building, Chattanooga, Tennessee 37401. Lessor, upon ten (10) days' notice and written request by TVA, shall contest any such valuation of the premises or change in Taxes and in the event of any such request, TVA shall reimburse Lessor for any reasonable costs or expenses in connection with any such contest or proceeding and execute any documents or pleadings required for such purposes, provided that TVA shall be reasonably satisfied that the facts and data set forth in such documents or pleadings are accurate. TVA shall provide an informational

copy of said request to Lessor's mortgagor(s). If Lessor, upon ten (10) days' notice and written request by TVA, fails or refuses to offer reasonable contest to the amount or validity of any such valuation, TVA shall have no obligation to compensate Lessor for payment of any increase in Taxes resulting from such valuation. If Lessor receives any refund of taxes theretofore paid by TVA, Lessor shall promptly rebate to TVA said refund.

10.a. In the event of fire, casualty, taking by eminent domain, or any occurrence of any nature whatsoever which renders the Premises, or any portion thereof untenable as determined by TVA, the rent for the premises or untenable portion thereof shall abate proportionately (to the extent untenable) from the date of such fire, casualty, taking, or occurrence until the Premises or such portion are restored by Lessor to the condition thereof immediately prior to such fire, casualty, taking, or occurrence. In the event the work necessary for the restoration of an untenable portion of the Premises results in additional portions of the Premises being untenable as determined by TVA, the rent for the additional portion of the Premises shall abate for the period of time the portions are untenable.

b. In the event Lessor does not commence promptly to restore the untenable portion of the Premises and any other affected areas to tenable condition and thereafter complete said work within a reasonable time (not more than 26 months for restoration of a totally destroyed building), TVA may:

- (1) Terminate the lease on the entire Premises, or
- (2) Perform or have performed such work as is necessary to restore the untenable portion of the Premises and deduct the cost of such restoration from rent to accrue

on the total Premises after completion of the restoration work; provided, however, that prior to any such deduction TVA shall first withdraw moneys from Lessor's Escrow Fund in accordance with Article 8 hereof; and provided that in no event shall such deductions from rentals under this subsection 10.b.(2) shall reduce said rentals to less than SIXTY-FOUR THOUSAND EIGHT HUNDRED TWENTY-THREE DOLLARS AND TWENTY-FOUR CENTS (\$64,823.24) per month. Notwithstanding anything contained herein, Lessor's obligations to restore such untenable portion of the Premises shall not be affected and nothing contained herein shall preclude TVA's resort to remedies against Lessor to recover costs incurred by TVA in accordance with this article that may otherwise be allowed by law.

11. With respect to the building structure, means of egress, fire protection, and building service equipment for the leased Premises, Lessor shall comply with the current National Fire Protection Association Life Safety Code, the Occupational Safety and Health Act of 1970; the American National Standards Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped, and the Southern Standard Building Code; and all applicable State and local codes, which provisions are incorporated herein by reference and made a part of this lease or any extension thereof; provided that Lessor's compliance with such codes and standards under this section shall be subject to exceptions approved in writing by TVA.

12. The attached Facilities Nondiscrimination clause is hereby made a part of this agreement. Unless this agreement is exempt under rules and regulations issued pursuant to the provisions of Executive Order No. 11246, as amended, Lessor agrees to comply with the provisions of such order and the equal opportunity clause set out therein, which clause is incorporated herein by reference.

13. No member of or delegate to Congress or Resident Commissioner, or any officer, employee, special Government employee, or agent of TVA shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom unless the agreement be made with a corporation for its general benefit, nor shall the Partnership offer or give, directly or indirectly, to any officer, employee, special Government employee, or agent of TVA, any gift, gratuity, favor, entertainment, loan, or any other thing of monetary value; except as provided in 18 C.F.R. § 1300.735-12 or -34. Breach of this provision shall constitute a material breach of this agreement.

14. This agreement is subject to the Contract Disputes Act of 1978, Pub. L. No. 95-563, 92 Stat. 2383 ("the Act"), and TVA's implementing regulations published at 18 C.F.R. pt. 1308. Any dispute arising out of or connected in any way with any obligation of the parties arising out of the performance or nonperformance of this agreement whether arising before or after completion of performance, including disputes as to any alleged violation or breach thereof, which is not settled or disposed of by agreement of the parties shall be decided by the Chief, Office Service Branch, Tennessee Valley Authority, on the basis of this agreement and any other facts which he/she may deem pertinent. Within sixty (60) days following submittal of the disputed matter to the Chief, Office Service Branch, by TVA or Partnership, the Chief, Office Service Branch, shall reduce his/her

decision to writing and promptly mail or otherwise furnish a copy thereof to TVA and Partnership. Within ninety (90) calendar days from the receipt of such copy, Partnership may appeal to the Tennessee Valley Authority Board of Contract Appeals by mailing or otherwise furnishing a written notice of appeal. After the filing of a notice of such an appeal, the Tennessee Valley Authority Board of Contract Appeals shall arrange for the decision of the appeal in accordance with the Act and TVA's implementing regulations.

The decision of the Tennessee Valley Authority Board of Contract Appeals on any question of law shall not be final or conclusive, but the decision on any question of fact shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence.

In lieu of an appeal to the Tennessee Valley Authority Board of Contract Appeals from the decision of the Chief, Office Service Branch, the Partnership may bring an action against TVA directly on the claim in a United States District Court having proper jurisdiction pursuant to 28 U.S.C. § 1337 and having venue. Such an action in a United States District Court or any other Court of competent jurisdiction shall be brought within twelve (12) months from the date of receipt by Partnership of the decision of the Chief, Office Service Branch, hereunder.

Pending final decision of an action or appeal or other final settlement, the decision of the Chief, Office Service Branch, shall govern the respective rights and obligations of the parties as to the matter in dispute, and the parties shall proceed diligently with the performance of

this agreement in accordance with the decision of the Chief, Office Service Branch, provided that any final decision or final settlement shall be retroactive to the extent set forth in such final decision of final settlement, and provided further that the decision of the Chief, Office Service Branch, shall be final and conclusive and not subject to review by any forum, tribunal, or Government agency, unless an appeal or action is timely commenced as authorized herein.

15. TVA may, without Lessor's consent, sublet all or any part of the Premises for any Intended Purposes to any person, firm, or corporation whose business and reputation is not of a nature that can reasonably be expected to harm, or tend to harm, the business or reputation of Lessor. However, any subletting hereunder shall not release or discharge TVA of or from this agreement, and TVA shall continue to be fully liable hereunder. TVA may not assign its right, title, interest, or benefits under this agreement.

16.a. The following shall be "Events of Default" under this lease, and the term "Event of Default" shall mean any one or more of the following events:

- (1) Failure by TVA to pay, at the times specified, the rental required to be paid under Article 7 or any other sum otherwise required to be paid to Lessor under this lease.
- (2) The dissolution or liquidation of TVA by act of Congress or pursuant to a final judgment of any court of competent jurisdiction, or otherwise; or failure by TVA promptly to lift any execution, garnishment, or attachment or effect a stay of any judgment or order of any court or administrative tribunal or

agency of government of such consequence as impairs TVA's ability to perform its obligations hereunder or under the grant of easement.

- (3) Failure by TVA to perform operations, preventative maintenance or repair, and replacement that are defined as Lessee responsibilities in the Maintenance Responsibilities List, provided that such failure has lessened the fair market value of the Premises, and provided that Lessor has given TVA written notice of such failure, and provided further that TVA has not, within thirty (30) days of receipt of such notice, cured such failure or provided Lessor with a reasonable schedule for the cure of such failure.

b. Upon the occurrence of an Event of Default, Lessor at any time thereafter may give written notice to TVA specifying such Event of Default and stating that this lease shall terminate on the date specified in such notice, which shall be no less than twenty (20) days after the giving of such notice, and upon the date specified in such notice this lease and all rights of TVA and all obligations of Lessor hereunder shall terminate.

c. Upon the termination of this lease pursuant to paragraph 16.b. TVA shall peacefully surrender the Premises to Lessor, and Lessor, upon or at any time after such termination, may without further notice reenter the Premises and repossess them by force, detainer proceedings, ejectment, or otherwise, and may dispossess TVA and all other persons and property from the Premises.

d. No such termination of this lease shall relieve TVA of its liability and obligations under this lease, and such liability and obligations shall survive any such termination. In the event of any

such termination, TVA shall pay to Lessor the basic rental and any other sum otherwise required to be paid to Lessor under this lease up to the time of such termination, together with all costs and expenses, including reasonable attorney fees incurred by Lessor in connection with any Event of Default hereunder and thereafter TVA shall be liable to Lessor for and shall pay to Lessor, as and for liquidated and agreed current damages for such Event of Default, the amount of the rental required to be paid to Lessor under this lease by TVA as if this lease were still in effect for the remainder of the term within which term the Event of Default occurred.

e. TVA shall, at its option, either pay such current damages as aforesaid (which current damages are herein called "Deficiency") to Lessor monthly on the days on which the annual rental would have been payable under this lease if this lease were still in effect, and Lessor shall be entitled to recover from TVA each month's Deficiency as such Deficiency shall arise, or pay such Deficiency in one lump sum discounted to present value at twelve (12) percent. In the event TVA should fail to make such monthly payments for two consecutive months, the total amount of such Deficiency will be due and payable Lessor in one lump sum discounted to present value at twelve (12) percent.

f. In the event of termination of this lease pursuant to this section, TVA and Lessor shall use their best efforts to obtain a new and acceptable lessee of the Premises, on terms and conditions acceptable to Lessor; such acceptance shall not be unreasonably withheld by Lessor. If these efforts result in any rents being collected from a new lessee, such rents shall be deducted from Deficiency amounts whether such Deficiency is due or has been paid in one lump sum.

g. In the event any covenant or agreement contained in this lease should be breached by either party and such breach thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. Any such waiver shall be in writing and consented to by the party waiving such breach.

17. Lessor's right, title, interest, and benefits under this lease agreement and in particular, Lessor's right to receive rents hereunder, may be assigned to a bank, trust company or other financing institution for its own benefit or as trustee under a trust indenture for the benefit of other lenders or holders of indebtedness, including any Federal lending institution, and may be reassigned by any such assignee to any other bank, trust company, or other financing institution, including any Federal lending institution.

18. The partners of the limited partnership are executing this document as Lessor solely in their representative capacity as general partners and not individually. The general partners shall have no individual obligation, and TVA shall have no recourse to the general partners as individuals, under this agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed
their names as of the day and year first above written.

OLD CITY HALL KNOXVILLE PARTNERSHIP,
a Tennessee Limited Partnership

By *Henry T. Ogle*
Henry T. Ogle
General Partner

By *B. Tate Ogle*
B. Tate Ogle *By Henry T. Ogle*
General Partner *Atty. in fact*

By *Timothy Anderson*
Anderson Nottet Investment
Associates IV
General Partner

TENNESSEE VALLEY AUTHORITY

By *Mack B. McCarley*
Mack B. McCarley
Chief, Office Service Branch

STATE OF TENNESSEE)
) SS
COUNTY OF KNOX.)

On this 31st day of May, 1983, before me personally appeared HENRY T. OGLE, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as General Partner for Old City Hall Knoxville Partnership, a Tennessee limited partnership, and that said HENRY T. OGLE acknowledged said instrument to be the free act and deed of said partnership.

WITNESS MY HAND AND SEAL AT OFFICE in Knoxville,
Tennessee, this 31st day of May,
1983.

Charlitt Lawson
Notary Public



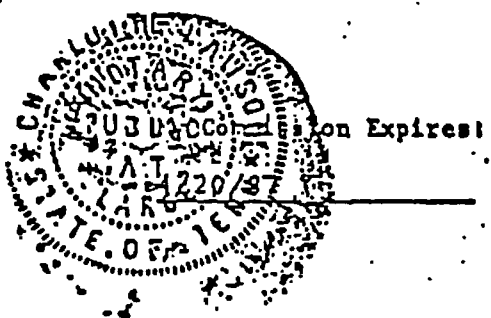
Expires: 4/20/87

STATE OF TENNESSEE)
) SS
COUNTY OF KNOX)

On this 6th day of June, 1983, before appearing by and through his lawfully appointed attorney-in-fact, Henry T me personally appeared B. TATE OGLE, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as General Partner for Old City Hall Knoxville Partnership, a Tennessee limited partnership, and that said B. TATE OGLE acknowledged said instrument to be the free act and deed of said partnership.

WITNESS MY HAND AND SEAL AT OFFICE in Knoxville,
Tennessee, this 6th day of June,
1983.

Charlotte Pearson
Notary Public



STATE OF TENNESSEE)
) SS
COUNTY OF KNOX)

On this 6th day of June, 1983, before me personally appeared J. TIMOTHY ANDERSON, to me known to be the person described in and who executed the foregoing instrument and acknowledged General Partner of Anderson Notter Investment Associates IV, a that he executed the same as /General Partner for Old City Hall Knoxville in the Partnership, a Tennessee limited partnership, and that said J. TIMOTHY ANDERSON acknowledged said instrument to be the free act and deed of said partnership.

WITNESS MY HAND AND SEAL AT OFFICE in Knoxville, Tennessee, this 6th day of June, 1983.

Charlotte L. Lusk
Notary Public



Commission Expires: _____

STATE OF TENNESSEE)
) SS
COUNTY OF HAMILTON)

On this 9th day of June, 1983, before me personally appeared MACK B. McCARLEY, to me personally known, who, being by me duly sworn, did say that he is the Chief, Office Service Branch, Tennessee Valley Authority, a corporation, and that the foregoing lease agreement (dated May 2, 1983, and being Contract No. TV-60529A) was signed on behalf of said Tennessee Valley Authority by authority of its Board of Directors and said MACK B. McCARLEY acknowledged said instrument to be the free act and deed of said corporation.

WITNESS MY HAND AND SEAL AT OFFICE in Chattanooga, Tennessee, this 9th day of June, 1983.

Letty H. Card
Notary Public

My Commission Expires
June 24, 1986

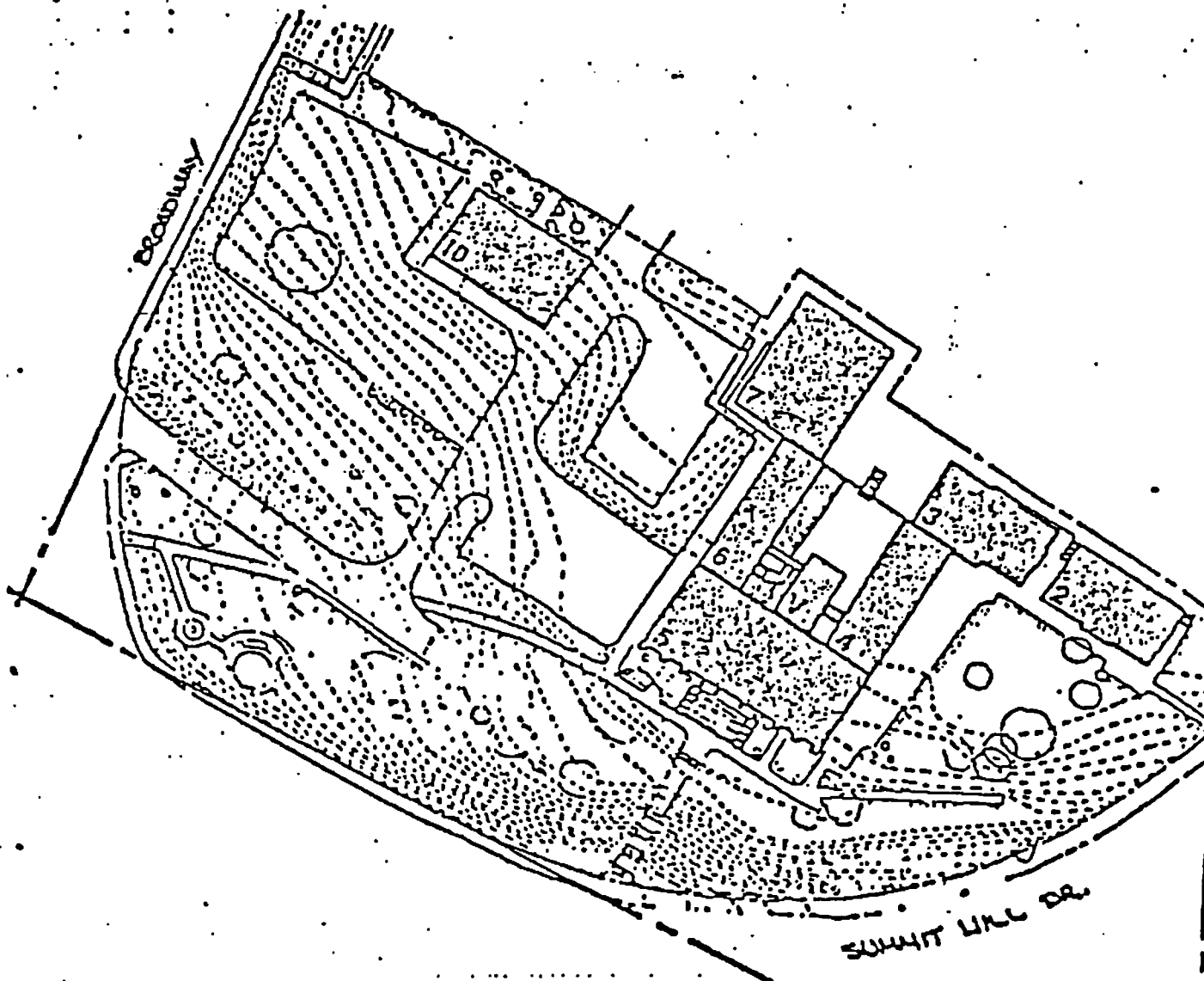


EXHIBIT A

Beginning at a point on the northwest right-of-way line of Summit Hill Drive, said beginning point being located N 65° 45' 01" W, a distance of 50.35 ft. from Station 29+70.13 on the centerline of Summit Hill Drive; thence along the right-of-way line between Summit Hill Drive and County Tax Parcel 94-L, C-1, the following courses: N 65° 45' 01" W, 6.65 ft. to a point; thence southerly and southwesterly along a curve to the left whose radius is 229.18 ft. an arc distance of 265.23 ft. to a point; thence N 87° 40' 58" W, 182.16 ft. to a point; thence along the right-of-way line at the northeast intersection of Summit Hill Drive and Broadway the following courses: N 22° 03' 08" E, 59.15 ft. to a point; thence N 81° 13' 53" W, 84.51 ft. to a point; thence N 61° 14' 04" W, 19.52 ft. to a point; thence along the right-of-way line between Broadway and Parcel C-1 the following courses: northerly along a curve whose radius is 424.41 ft. an arc distance of 162.47 ft. to a point; thence N 9° 18' 34" W, 43.75 ft. to a point; thence S 85° 46' 09" E crossing a portion of Parcel C-1, 37.75 ft. to a point or common corner between Parcel C-1 and the property of Summit Towers, Ltd.; thence along the dividing line between Parcel C-1 and Summit Towers Ltd., the following courses: S 85° 46' 09" E, 224.99 ft. to a point; thence N 4° 13' 51" E, 30 ft. to a point; thence S 85° 46' 09" E, 70.14 ft. to a point; thence S 4° 13' 51" W, 30 ft. to a point; thence S 85° 46' 09" E, 190.23 ft. to a point at the northeast corner of Parcel C-1; thence S 27° 17' 17" E along the northeast line of Parcel C-1, 63.75 ft. to a point on the northwest right-of-way line of Summit Hill Drive; thence S 24° 16' 55" W along said right-of-way line 65.11 ft. to the point of beginning.

Containing approximately 2.75 acres and being a portion of County Tax Parcel 94-L, C-1 and being further described on Map 06081-A on file in the Office of the City Engineer.

An easement is reserved for ingress and egress to the Fire Alarm Headquarters Building, said easement being along the present driveway and parking lot and beginning at the east line of Broadway and extending easterly approximately 60 ft.; thence northerly approximately 130 ft.; thence westerly approximately 110 ft.; thence northwesterly approximately 115 ft. to a point on the dividing line between the property herein described and the tract upon which is located the Fire Alarm Headquarters Building.



2. Current site plan of the Knoxville City Hall Complex (TSD).

OLD KNOXVILLE CITY HALL
MAINTENANCE RESPONSIBILITIES LIST

Activity Definition

Operations and Preventive Maintenance: Actions taken to maintain an item or system on the leased premises in its original state or operational mode less normal wear and tear by one or more of the following:

- A. Testing to determine if an item or system is performing as contemplated by the plans and specifications and standard maintenance practice.
- B. Balancing and/or calibration of all equipment to include air- and fluid-flow devices, temperature and control devices, valves, and gauges.
- C. Adjusting as required and as per manufacturer's recommendations and according to approved maintenance schedule.
- D. Lubrication and/or oil changes in accordance with manufacturer's recommendations.
- E. Cleaning of equipment and machinery in keeping with good maintenance practice.
- F. Application of protective coatings where called for by manufacturer's recommendations or where needed due to factors brought by special conditions caused by maintenance.
- G. Inspections of equipment from the standpoint of safety, operation and mechanical condition, and general state of repair.
- H. Replacement of minor parts as defined below:

Minor Parts: Components of an item or system which can be installed without removal of the item from the premises or removal of a system from its normal operational mode which would affect safety and/or health requirements, make space untenable, or subject TVA property to loss or damage. An entire or complete item if such item is generally available as a supply or shelf item. Items necessary for calibration, balancing, testing, and control of equipment or systems. Also includes items specifically designated as Lessee's responsibility.

Repair or Replace When Inoperative: Actions taken to restore an item or system on the leased premises to its original state or operational mode less normal wear and tear or by total replacement when one or more of the following apply:

- A. Operations and preventive maintenance will not restore the item or system to its design operational mode less normal wear and tear.
- B. Total cost of replacement of minor parts, including labor, shall exceed 75 percent of the cost of replacing the item, including labor, on any one occasion or within a one (1) year period of time.
- C. Functional minor parts are not available for an item or system due to age, condition, obsolescence, or other reason.
- D. An existing item must be removed from its position for repairs and "down time" exceeds a reasonable period of time.

<u>Item</u>	<u>Responsibility</u>	
	<u>Operation and Preventive Maintenance</u>	<u>Repair or Replace When Inoperative</u>
A. <u>Structural Soundness, Watertight Integrity, Safety from Hazards</u>		
1. Roof	Lessor	Lessor
2. Exterior surfaces (including painting)	Lessor	Lessor
3. Floors (excluding covering)	Lessor	Lessor
4. Windows and/or fixed glass	Lessor	Lessor
5. Doors (exterior)	Lessee	Lessor
6. Building appurtenances (plaza, stairs, ramps, sidewalks, driveways, and parking areas)	Lessor	Lessor
7. Snow and ice removal	Lessee	Lessor
B. <u>HVAC Systems</u>		
1. Air conditioning and air handling units		
motors and fans less than 5 HP	Lessee	Lessee
motors and fans 5 HP or greater	Lessee	Lessor
Bearings and seals for above:		
less than 5 HP, except heat pump sealed compressor/motor units	Lessee	Lessee
5 HP or greater	Lessee	Lessor
All oil and grease fittings for above	Lessee	Lessee
2. Exhaust and vent fans		
motors and fans equal to or less than 1 HP	Lessee	Lessee
motors and fans greater than 1 HP	Lessee	Lessor
All bearings and seals for above	Lessee	Lessee
All oil and grease fitting for above	Lessee	Lessee
3. Isolation and/or vibration pads or hangers (items 1, 2, and 10)	Lessee	Lessor
4. Coils (heating and cooling 1 above)	Lessee	Lessor
5. Dampers	Lessee	Lessor
6. Damper motors	Lessee	Lessor
7. Filters	Lessee	Lessor
8. Duct heaters	Lessee	Lessee
Elements (all)	Lessee	Lessee
Controllers	Lessee	Lessee
Contractors and disconnects		
less than 10 KW	Lessee	Lessee
10 KW and greater	Lessee	Lessor
9. Electric baseboard heaters	Lessee	Lessor
10. Heat pumps compressor/motor	Lessee	Lessor
11. Ductwork other than sheet metal	Lessor	Lessor
12. Circulating water pumps		
motors less than 5 HP	Lessee	Lessee
motors greater than 5 HP	Lessee	Lessor

ItemResponsibility

Operation and Preventive Maintenance Repair or Replace When Inoperative

C. Cooling Towers

1. Tower structures	Lessor	Lessor
2. Fans: 5 HP or smaller over 5 HP	Lessee	Lessee
3. Fan motors: 5 HP or smaller over 5 HP	Lessee	Lessor
4. Pumps	Lessee	Lessee
5. Pump motors: equal or less than 5 HP greater than 5 HP	Lessee	Lessor
6. Spray nozzles	Lessee	Lessee
7. Winterization equipment	Lessee	Lessor
8. Chemical treatment equipment	Lessee	Lessor

D. Boiler (gas)

1. Vessel	Lessee	Lessor
2. Burners	Lessee	Lessee
3. Contactors: less than 10 KW 10 KW and greater	Lessee	Lessee
4. Safety devices	Lessee	Lessor
5. Valves: 6" and smaller greater than 6"	Lessee	Lessor
	Lessee	Lessee
	Lessee	Lessor

E. HVAC Control Systems

1. Thermostats (room)	Lessee	Lessee
Thermostats (all others)	Lessee	Lessor
2. Controllers	Lessee	Lessor

F. Piping Systems (HVAC)

1. Piping (all)		
less than 3"	Lessee	Lessee
3" or greater	Lessee	Lessor
2. Manual valves (all)		
less than 3"	Lessee	Lessee
3" or greater	Lessee	Lessor

G. Plumbing Systems

1. Fixtures	Lessee	Lessor
2. Traps, backflow preventers	Lessee	Lessor
3. Faucets	Lessee	Lessee
4. Flush valves	Lessee	Lessee
5. Domestic water heater	Lessee	Lessor
6. Supply lines	Lessee	Lessor
7. Waste lines and stacks (all)	Lessee	Lessor

Correction of stoppages in sanitary waste lines, storm water leaders, roof drains, and drain lines caused solely by the introduction of matter foreign to the system itself shall be by Lessee.

Item	Responsibility	
	Operation and Preventive Maintenance	Repair or Replace When Inoperative
8. Domestic water	Lessee	Lessor
9. Valves: 1½" and smaller greater than 1½"	Lessee	Lessee
10. Roof gutters	Lessee	Lessor
H. <u>Sprinkler System and Standpipes</u>		
1. Heads	Lessee	Lessor
2. Valves	Lessee	Lessor
3. Pumps	Lessee	Lessor
4. Motors: 5 HP or smaller over 5 HP	Lessee	Lessee
5. Standpipes	Lessee	Lessor
6. Air compressor	Lessee	Lessor
7. Alarm system (including control panel)	Lessee	Lessor
8. Fire pump and system	Lessee	Lessor
I. <u>Chemical Firefighting Equipment</u>		
1. Fire extinguishers	Lessee	Lessee
2. Fire extinguisher cabinets	Lessee	Lessor
J. <u>Electrical System</u>		
1. Lighting		
Fixtures	Lessee	Lessor
Ballasts	Lessee	Lessee
Lamps and bulbs	Lessee	Lessee
Switches	Lessee	Lessee
Dimmers: 600 watts or less greater than 600	Lessee	Lessee
2. Power		
Switchgear	Lessee	Lessor
Substations	Lessee	Lessor
X-formers	Lessee	Lessor
Batteries	Lessee	Lessee
Busduct	Lessee	Lessor
Risers	Lessee	Lessor
Panelboards (all)	Lessee	Lessor
Breakers (480 volts or less)	Lessee	Lessee
Receptacles	Lessee	Lessee
Contactors: 40 amp and smaller	Lessee	Lessee
all other	Lessee	Lessor
Disconnects: 40 amp 600 volt or less	Lessee	Lessee
all others	Lessee	Lessor
Aluminum wire and connections and connected load	Lessee	Lessor

Item	Responsibility	
	Operation and Preventive Maintenance	Repair or Replacement When Inoperative
K. Site Improvements		
1. Lawn	Lessee	Lessee
2. Trees, shrubs	Lessee	Lessee ²
3. Planters and benches	Lessee	Lessor
4. Flagpole	Lessee	Lessor
5. Outside lighting fixtures	Lessee	Lessor
lamps	Lessee	Lessor
6. Handrails (exterior)	Lessee	Lessee
		Lessor
L. Floor Coverings		
1. Carpet	Lessee	Lessor ³
2. Tile	Lessee	Lessor ³
M. Wall Coverings		
1. Vinyl	Lessee	Lessor ³
2. Architectural woodwork (interior)	Lessee	Lessor
3. Architectural woodwork (exterior)	Lessor	Lessor
N. Painting		
1. Interior repainting	Lessee	Lessee
2. Exterior	Lessor	Lessor
O. Elevators		
1. Equipment and systems	Lessee	Lessor
P. General Building Equipment		
1. Water coolers	Lessee	Lessor
2. Interior doors	Lessee	Lessor
hardware	Lessee	Lessee
frames	Lessee	Lessor
3. Restroom accessories	Lessee	Lessee
4. Directories	Lessee	Lessee
5. Insulation	Lessee	Lessor
6. Entrance mats and grating	Lessee	Lessee
7. Draperies	Lessee	Lessee
8. Snack bar equipment	Lessee	Lessee

² Lessor's responsibility with regard to replacement is described in Article III. After the first growing season, replacement shall be by Lessee at its discretion with the objective of maintaining a neat and attractive appearance.

³ Subject to the provisions of Article III.

FACILITIES NONDISCRIMINATION. If the total rental under this lease exceeds \$10,000 per year, or if the total rental under this lease combined with the total rental under all other TVA leases of space in the building in which the space covered by this lease is located exceeds \$10,000 per year, Lessor agrees to comply with the following provisions:

- (a) As used in this section, the term "facility" means stores, shops, restaurants, cafeterias, rest rooms, and any other facility of a public nature in the building in which the space covered by this lease is located.
- (b) Lessor agrees that he will not discriminate by segregation or otherwise against any person or persons because of race, creed, color, or national origin in furnishing or by refusing to furnish, to such person or persons the use of any facility, including any and all services, privileges, accommodations, and activities provided thereby.
- (c) It is agreed that Lessor's noncompliance with the provisions of this section shall constitute a material breach of this lease. In the event of such noncompliance, TVA may take appropriate action to enforce compliance, may terminate this lease, or may pursue such other remedies as may be provided by law. In the event of termination, Lessor shall be liable for all excess costs incurred by TVA in acquiring substitute space, including but not limited to the cost of moving to such space.
- (d) Lessor agrees to include, or to require the inclusion of, the foregoing provisions of this section (with the terms "Lessor" and "lease" appropriately modified) in every agreement or concession pursuant to which any person other than Lessor operates or has the right to operate any facility. Lessor also agrees that he will take such action with respect to any such agreement as TVA may direct as a means of enforcing this section, including but not limited to termination of such agreement or concession.

ATTACHMENT TO CONTRACT TV-60529A

EXHIBIT
 B

INSTRUMENT NO. 3321

This instrument was prepared by
Office Service Branch and reviewed
by the Office of the General Counsel,
Tennessee Valley Authority, Knoxville,
Tennessee 37902

CONTRACT NO. TV-60529A
SUPPLEMENT NO. 1
ACCOUNT NO. 1260-991-07-41.2
DIVISION OF PROPERTY AND SERVICES,
OFFICE SERVICE BRANCH

SUPPLEMENTAL LEASE AGREEMENT	01 *	*240
Between		
OLD CITY HALL KNOXVILLE PARTNERSHIP		*240
And		*240
TENNESSEE VALLEY AUTHORITY		*240
For		*00
OFFICE SPACE	A.	*00
At.		
KNOXVILLE, TENNESSEE	16972	
	05-13-8	
	2 7.177	

THIS SUPPLEMENTAL LEASE, entered into effective as of the 14th day of May, 1984, between OLD CITY HALL KNOXVILLE PARTNERSHIP, a Tennessee limited partnership, having an office located at 107 Main Street, SW, Knoxville, Tennessee 37901 (hereinafter referred to as "Lessor"), and TENNESSEE VALLEY AUTHORITY, an agency and instrumentality of the United States (hereinafter referred to as "TVA"),

W I T N E S S E T H:

WHEREAS, TVA and Old City Hall Knoxville Partnership have previously entered into an agreement in writing designated in TVA's records as Contract No. TV-60529A dated May 2, 1983, for the lease of the Old City Hall Building, located at the intersection of Broadway and West Summit Hill Drive, Knoxville, Tennessee, which lease agreement is incorporated herein by reference; and

RECEIVED FOR
RECORDING
KNOX CO. TN
MAY 13 1984
NOTE BOOK
SERIAL 3411

WHEREAS, in order to further adapt the demised premises to its operations, TVA desires that certain site improvements be made to the Old City Hall Building consisting of the installation of steps and sidewalks; and

WHEREAS, pursuant to the provisions of Article 5 of Contract No. TV-60529A, TVA has the right to make such installations and improvements at its expense; and

WHEREAS, TVA and Lessor desire by this supplement to provide for the construction of such improvements;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter contained, the parties agree for themselves, their legal representatives, successors, and assigns, as follows:

1. Beginning no later than May 14, 1984, Lessor agrees to install, in an expeditious manner steps and sidewalks at the Old City Hall Building. All installations and site improvements will be made by Rentenbach Engineering Company, a company selected by and under a contract with Lessor, in accordance with drawings and specifications listed below attached hereto and incorporated herein by reference:

Conceptual Plan, Site Improvements for Old City Hall (Exhibit A)

Drawing WA106-1W1000-1 dated February 28, 1984 (Exhibit B)

Drawing WA106-1W1000-2 dated February 28, 1984 (Exhibit C)

Lessor shall notify TVA in writing when the aforesaid work has been completed. TVA shall inspect the work, and if TVA is satisfied that the work has been completed in accordance with this agreement, it shall accept the work in writing.

2. TVA shall reimburse Lessor for the cost of providing the above described site improvements in the amount of Fifty-Two Thousand Seven Hundred Thirty-Four Dollars (\$52,734.00) as shown on the cost statement letter dated April 23, 1984, attached hereto as Exhibit D and incorporated herein by reference. Such reimbursement, which shall be in addition to any payments otherwise due Lessor under the lease agreement, shall be made upon completion of said work by Lessor, and upon receipt by TVA of an itemized invoice in duplicate certifying such completion. The invoice should be submitted to Tennessee Valley Authority, Office Service Branch, 200 Lupton Building, Chattanooga, Tennessee 37401.

3. All installations and site improvements installed or provided pursuant to this supplemental agreement shall become the property of Lessor, and TVA shall have no obligation of restoration with respect to such site improvements.

4. All installations and site improvements shall be made by Lessor and its contractor, Rentenbach Engineering Company, in accordance with all applicable health and safety codes, Lessor's obligations specified in Article 11 of the lease, and, unless otherwise exempt, the Equal Employment Opportunity clause set forth in Executive Order No. 11246 and the rules and regulations promulgated thereunder, which clause and rules and regulations are incorporated herein.

5. Lessor shall indemnify and hold harmless the United States, TVA, its agents and employees, from any and all claims for personal injury, including death, and property damage arising out of or in any way connected with the installations and site improvements to be performed under this supplement.

6. Except as hereby specifically changed or amended, all of the terms, provisions, and conditions of the aforesaid lease agreement shall be and remain unchanged as the continuing obligations of the parties.

IN WITNESS WHEREOF the parties hereto have hereunto subscribed
their names as of the date first above written.

OLD CITY HALL KNOXVILLE PARTNERSHIP,
a Tennessee Limited Partnership

By Henry T. Ogle
Henry T. Ogle, General Partner

By B. Tate Ogle
B. Tate Ogle, General Partner

By Anderson Nottet Investment Associates IV
Anderson Nottet Investment
Associates IV, General Partner

TENNESSEE VALLEY AUTHORITY

By Mark M. Coley
Manager of Facilities and Services

OGC

STATE OF TENNESSEE)
) SS
COUNTY OF KNOX)

On this 11th day of July, 1984, before me personally appeared HENRY T. OGLE, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as General Partner for Old City Hall Knoxville Partnership, a Tennessee limited partnership, and that said HENRY T. OGLE acknowledged said instrument to be the free act and deed of said partnership.

WITNESS MY HAND AND SEAL AT OFFICE in Knoxville, Tennessee, this 11th day of July, 1984.

Charlotta Lawson
Notary Public

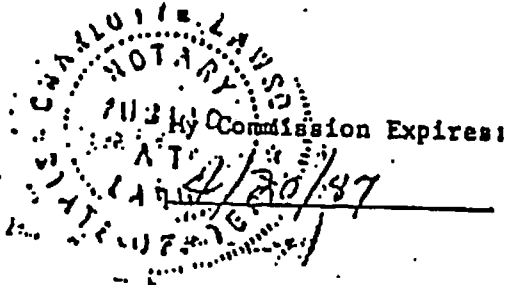
My Commission Expires:
4/20/87
CHARLOTTE LAWSON
NOTARY PUBLIC
KNOX COUNTY, TENNESSEE



STATE OF TENNESSEE)
) SS
COUNTY OF KNOX)

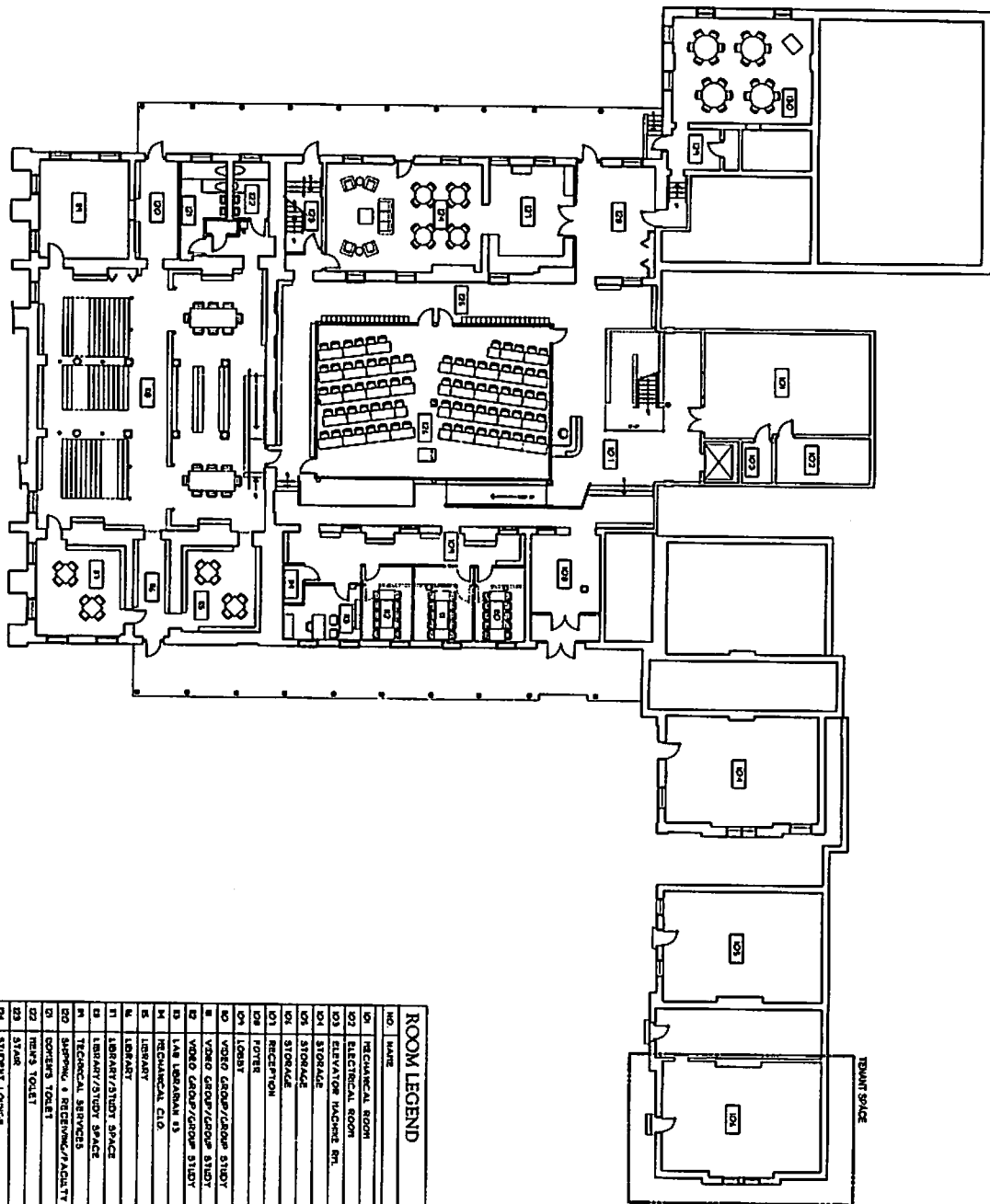
On this 17th day of July, 1984, before me personally appeared B. TATE OGLE, appearing by and through his lawfully appointed attorney-in-fact, Henry T. Ogle, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as General Partner for Old City Hall Knoxville Partnership, a Tennessee limited partnership, and that said B. TATE OGLE acknowledged said instrument to be the free act and deed of said partnership.

WITNESS MY HAND AND SEAL AT OFFICE in Knoxville,
Tennessee, this 17th day of July, 1984.

Charlotte Lawson
Notary Public

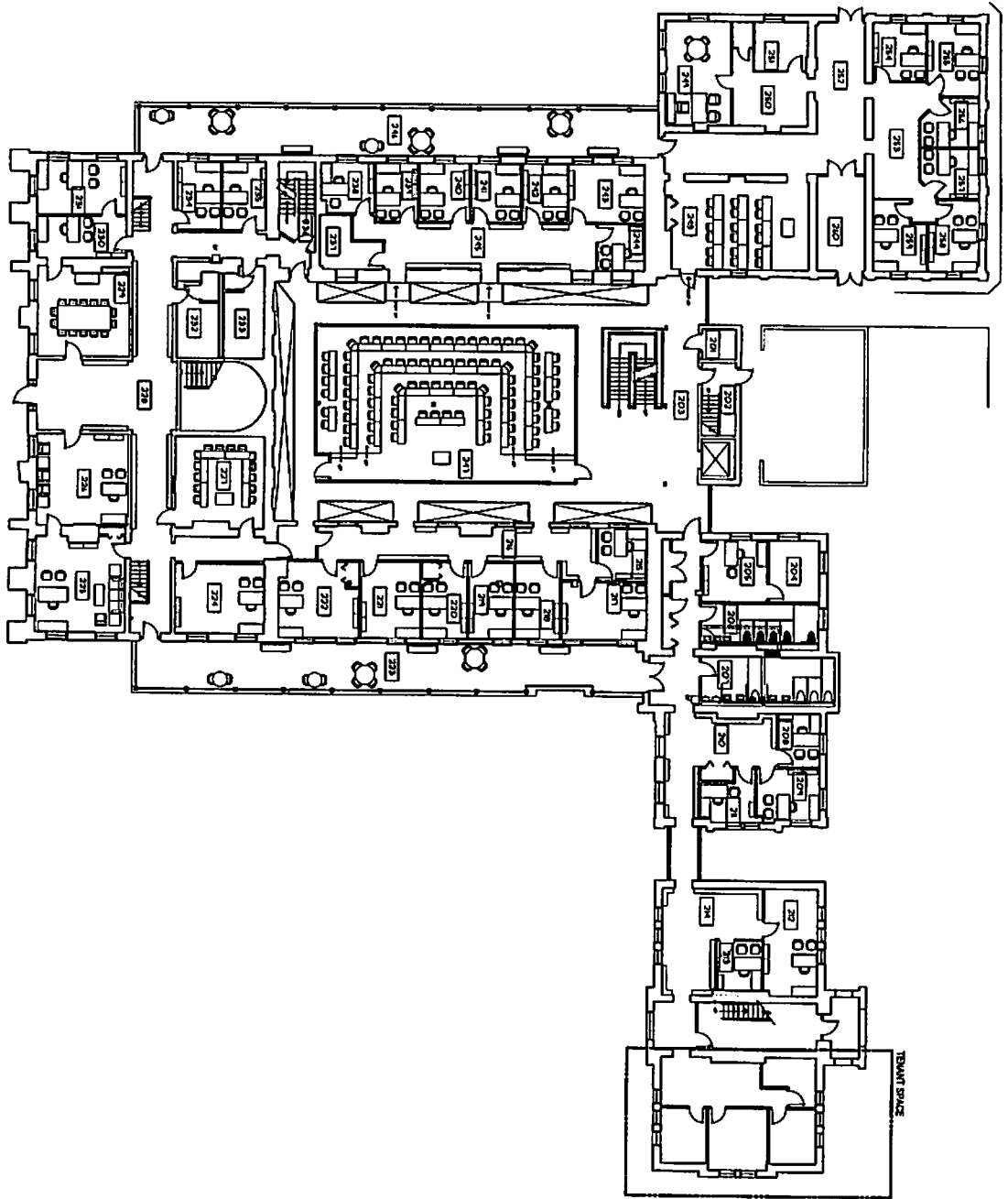




FIRST FLOOR PLAN
 1/4" = 1'-0"



ROOM LEGEND		
NO.	NAME	SQ. AREA EST. SEATING
01	MECHANICAL ROOM	75
02	ELECTRICAL ROOM	11
03	ELEVATOR MACHINE RM.	12
04	STORAGE	14
05	STORAGE	14
06	STORAGE	14
07	RECEPTION	35
08	FOYER	271
09	LOBBY	310
10	VIDEO GROUP/CLASS STUDY	64
11	VIDEO GROUP/CLASS STUDY	64
12	VIDEO GROUP/CLASS STUDY	64
13	VIDEO GROUP/CLASS STUDY	64
14	LAB LABORATORY #3	51
15	MECHANICAL CLO.	31
16	LABORATORY	28
17	LABORATORY	28
18	LIBRARY/STUDY SPACE	142
19	LIBRARY/STUDY SPACE	338
20	TECHNICAL SERVICES	240
21	TECHNICAL SERVICES	318
22	SHOPPING & RECEIVING/FACILITY HANDOVERS	110
23	SMOKER'S TOILET	14
24	SMOKER'S TOILET	14
25	STAGE	64
26	STAGE	64
27	STUDENT LOUNGE	71
28	STUDENT LOUNGE	71
29	CORRIDOR	71
30	CORRIDOR	71
31	CLASSROOM	48
32	CLASSROOM	48
33	CLASSROOM	48
34	CLASSROOM	48
35	CLASSROOM	48
36	FOYER	340
37	FOYER	340
38	VESTIBULE	37
39	VESTIBULE	37
40	CLASSROOM	48
41	CLASSROOM	48
TOTALS OVER		34
TOTALS OVER		34

1 SECOND FLOOR PLAN
VIB - 1-08

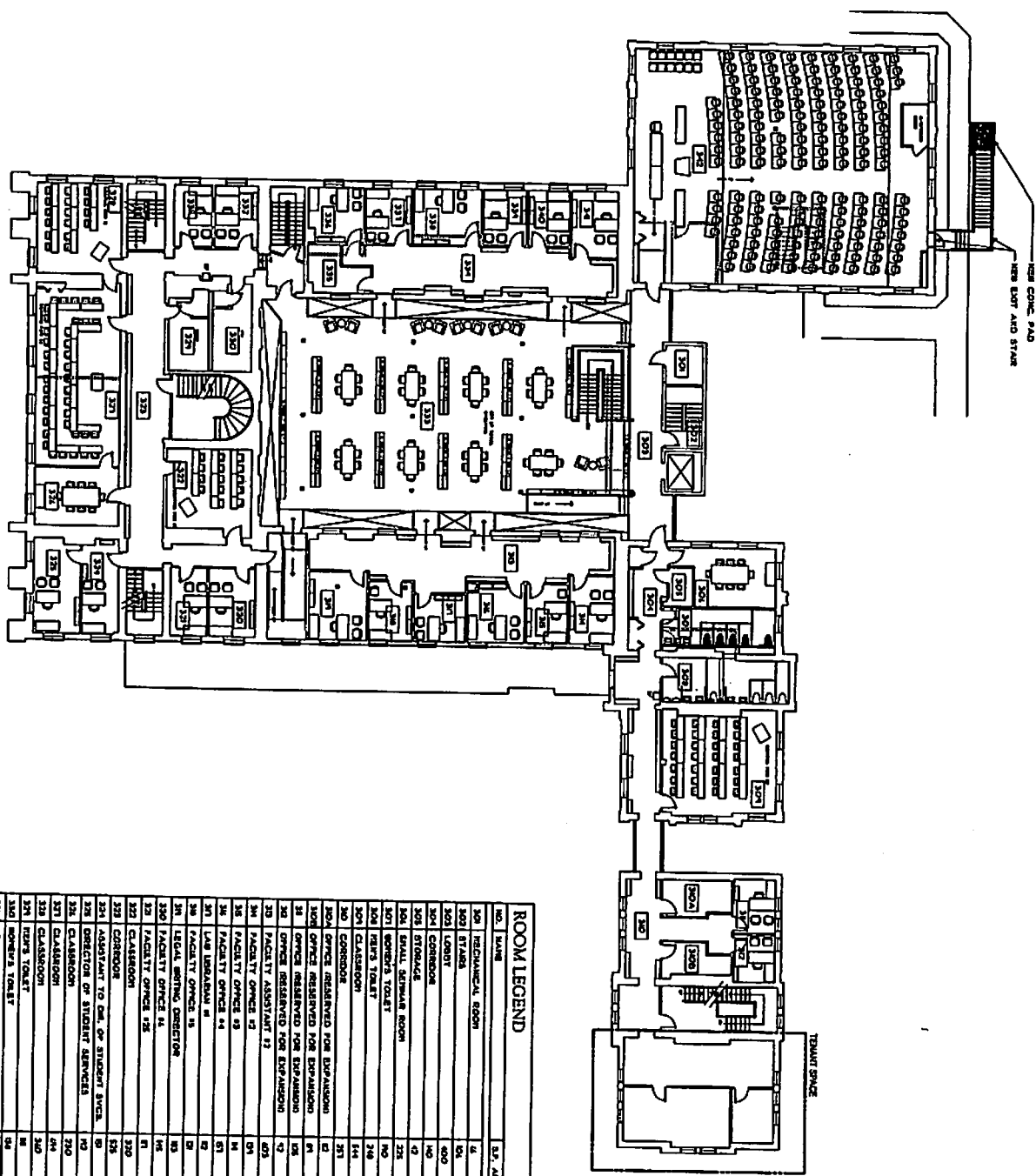


TENANT SPACE

ROOM LEGEND



NO.	NAME	SF.	AREA	EST. SEATING
201	RE-CHARGICAL ROOM	41		
202	STAIRS	N/A		
203	LOBBY	471		
204	INFORMATION TECH. STORAGE	21		
205	INFORMATION TECH. OFFICE	71		
206	SERVERS TOILET	26		
207	TECH. TOILET	26		
208	OFFICE	41		
209	OFFICE	41		
210	LOBBY/RECELVES	18		
211	OFFICE	11		
212	OFFICE	74		
213	OFFICE	4		
214	LIBRARY EXPANSION	374		
215	PACKETTY ASSISTANT #1	108		
216	LOBBY/SHELVERS	43		
217	PACKETTY OFFICE #1	204		
218	PACKETTY OFFICE #2	141		
219	PACKETTY OFFICE #3	100		
220	PACKETTY OFFICE #4	141		
221	PACKETTY OFFICE #5	141		
222	ASSOC. DEAN & DE. OF LAB LIBRARY	28		
223	PERSON	100		
224	ASSISTANT LIBRARY DIRECTOR	28		
225	DEANS OFFICE	28		
226	ASSISTANT TO THE DEAN	31		
227	CLASSROOM	31		
228	CORRIDOR/WAITING	44		
229	CONFERENCE ROOM	34		
230	ASSISTANT TO ASSOC. DEAN FOR A.A.	51		
231	ASSOC. DEAN FOR ACADEMIC AFFAIRS	302		
232	NEWS TOILET	18		
233	SERVERS TOILET	18		
234	PACKETTY OFFICE #23	11		
235	PACKETTY OFFICE #22	11		
236	STAIR	N/A		
237	CONF/COMPLY ROOM	101		
238	PACKETTY OFFICE #6	10		
239	LAB LIBRARIAN #3	102		
240	PACKETTY OFFICE #5	103		
241	PACKETTY OFFICE #4	103		
242	PACKETTY OFFICE #3	103		
243	PACKETTY OFFICE #2	103		
244	PACKETTY ASSISTANT #3	103		
245	LOBBY/LIBRARY INVALVES	101		
246	POUCH	101		
247	CLASSROOM	101		
248	MULTI-PURPOSE ROOM	104		
249	NUMBERS OFFICER/ASSISTANT TO REGISTRAR	28		
250	ASSISTANT TO BUSINESS OFFICER	17		
251	FINANCIAL AID OFFICER	101		
252	ENTRANCE FOSTER	103		
253	LOBBY	710		
254	ASSISTANT TO DIRECTOR OF ADMISSION	101		
255	DIRECTOR OF ADMISSIONS	101		
256	OFFICE	8		
257	OFFICE	15		
258	DIRECTOR OF ELD PROGRAM	141		
259	OFFICE	141		
260	OFFICE	141		
TOTALS B260				104

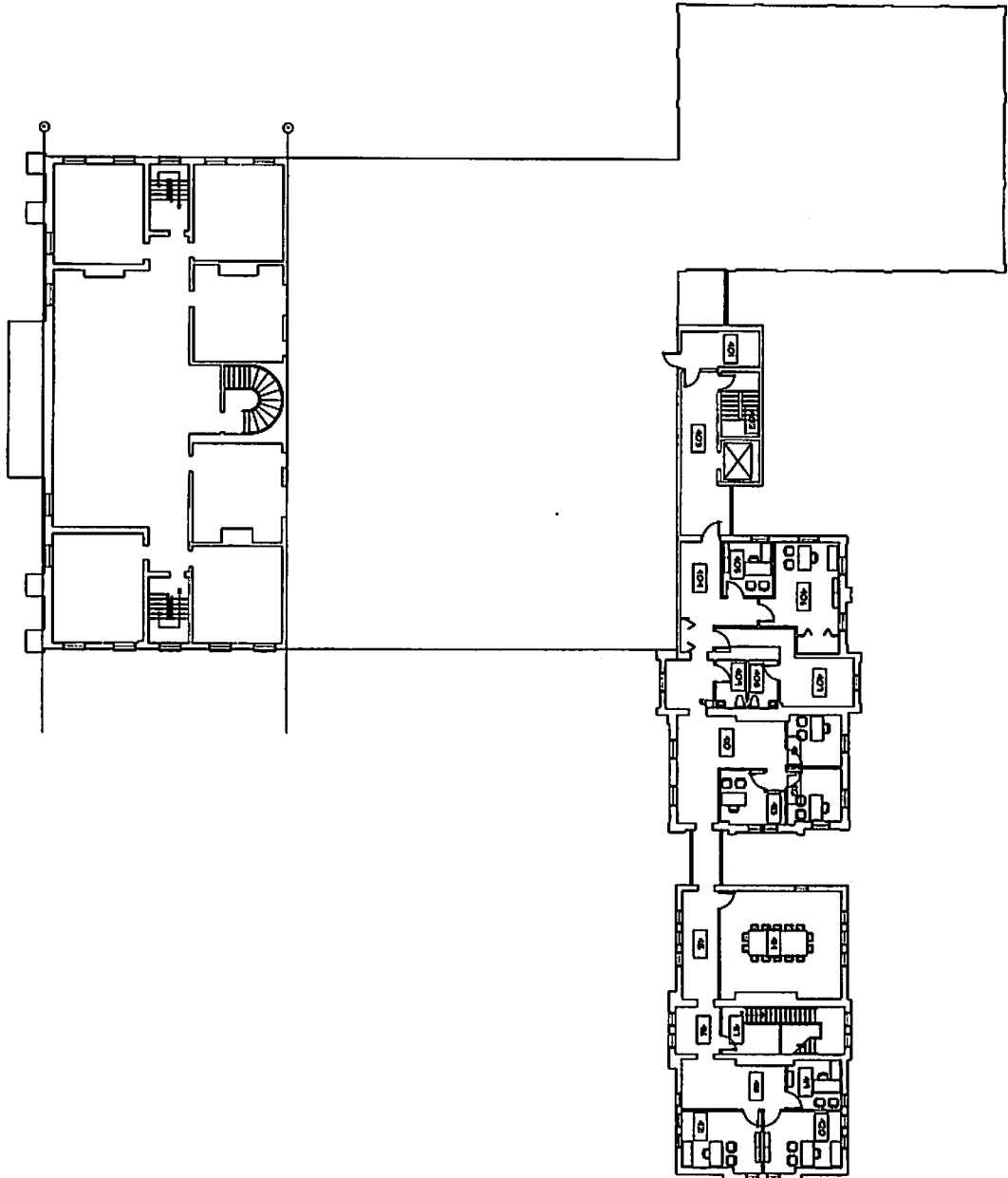
1 THIRD FLOOR PLAN
1/4" = 1'-0"



ROOM LEGEND

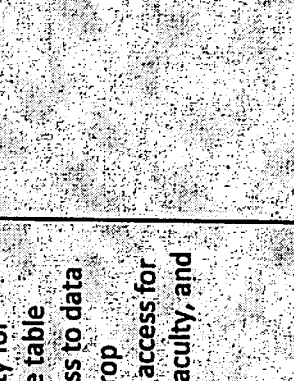
NO.	NAME	SQ. AREA	NO. STUDENTS
300	MEDICAL ROOM	4	
301	STAIRS	50	
302	LOBBY	400	
303	CORRIDOR	40	
304	STORAGE	4	
305	SMALL STORAGE ROOM	20	
306	WOMEN'S TOILET	20	
307	CLASSROOM	240	
308	CLASSROOM	144	24
309	CLASSROOM	21	
310	OFFICE RESERVED FOR DEPARTMENT	12	
311	OFFICE RESERVED FOR DEPARTMENT	12	
312	OFFICE RESERVED FOR DEPARTMENT	12	
313	OFFICE RESERVED FOR DEPARTMENT	12	
314	FACILITY ASSISTANT #1	40	
315	FACILITY ASSISTANT #2	40	
316	FACILITY ASSISTANT #3	40	
317	FACILITY ASSISTANT #4	40	
318	FACILITY ASSISTANT #5	40	
319	FACILITY ASSISTANT #6	40	
320	FACILITY ASSISTANT #7	40	
321	FACILITY ASSISTANT #8	40	
322	FACILITY ASSISTANT #9	40	
323	FACILITY ASSISTANT #10	40	
324	ASSISTANT TO DIR. OF STUDENT SVCS.	40	
325	CLASSROOM	240	
326	CLASSROOM	240	
327	CLASSROOM	240	
328	CLASSROOM	240	
329	CLASSROOM	240	
330	CLASSROOM	240	
331	CLASSROOM	240	
332	CLASSROOM	240	
333	CLASSROOM	240	
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394	CLASSROOM	240	
395	CLASSROOM	240	
396	CLASSROOM	240	
397	CLASSROOM	240	
398	CLASSROOM	240	
399	CLASSROOM	240	
400	CLASSROOM	240	
TOTALS	NSD	300	



1 FOURTH FLOOR PLAN
 1/8" = 1'-0"



ROOM LEGEND			
NO.	NAME	SQ. AREA	EST. SEATING
400	RECHAIRING ROOM	80	
401	STAIR	W/A	
402	ELEVATOR LOBBY	374	
403	CORRIDOR	304	
404	OFFICE	14	
405	OFFICE	282	
406	STORAGE	81	
407	SERVERS' TRAIT	8	
408	SERVERS' TRAIT	8	
409	SERVERS' TRAIT	8	
410	CORRIDOR	28	
411	INTERVIEW ROOM	81	
412	INTERVIEW ROOM	81	
413	INTERVIEW ROOM	81	
414	OFFICE (STUDENT OFFICE)	130	
415	CORRIDOR	80	
416	CORRIDOR	47	
417	STAIR	W/A	
418	CORRIDOR	204	
419	STUDENT BAR ASSOC. OFFICE	50	
420	LAB SERVER STAFF	10	
421	LAB SERVER EDITOR--CHIEF	10	
TOTALS		328	

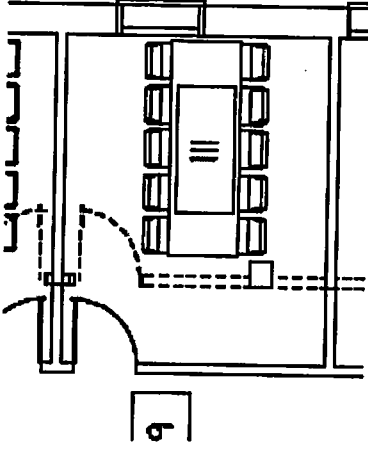
Technological Resources at LMU School of Law

Flr.	Rm #	Description	Infrastructure	Multimedia	Considerations
1 st	110	<p>Group Study Room: Faculty, students, and staff will have access to the group study/conference room/testing room which will be equipped with wireless access, voice and video recording, and a projection system to a wall mounted LCD.</p> 	<ul style="list-style-type: none"> • Wall mounted LCD for multimedia display of room • Table access for multimedia connectivity for conference table • Table access to data network drop • Wireless n access for students, faculty, and staff 	<ul style="list-style-type: none"> • 42" LCD • iMedia tabletop connection for laptop • 2 cameras and mic for instructor observation 	<ul style="list-style-type: none"> • Conveniently located in 1st year classroom and library area • Seats 10 participants for small group training, group study, and learning sessions • Internet access from the table for presenter and wireless access for participants. • Ability to connect to online resources such as the course management system, recorded class lectures, and library databases to complete small group assignments

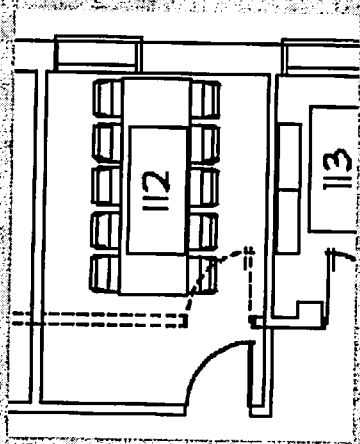
Notes: Classroom diagrams are not to scale.

Technological resources listed for each room are anticipated. Changes based curricular programming, actual needs, student and faculty feedback and other causes as well as changes in technology itself may alter the actual technology deployed in individual rooms.

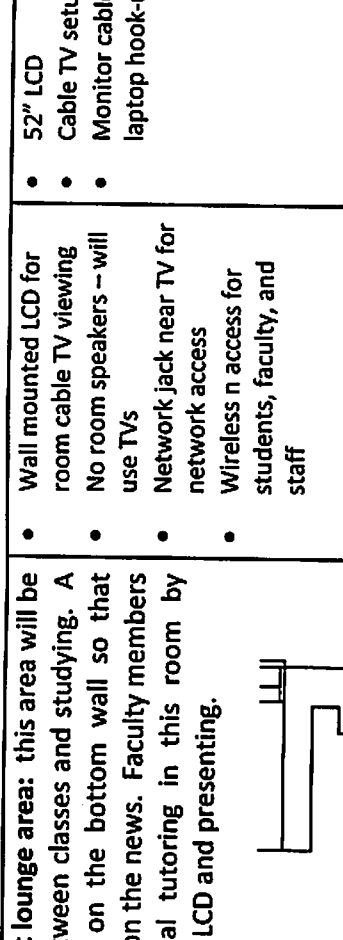
Technological Resources at LMU School of Law

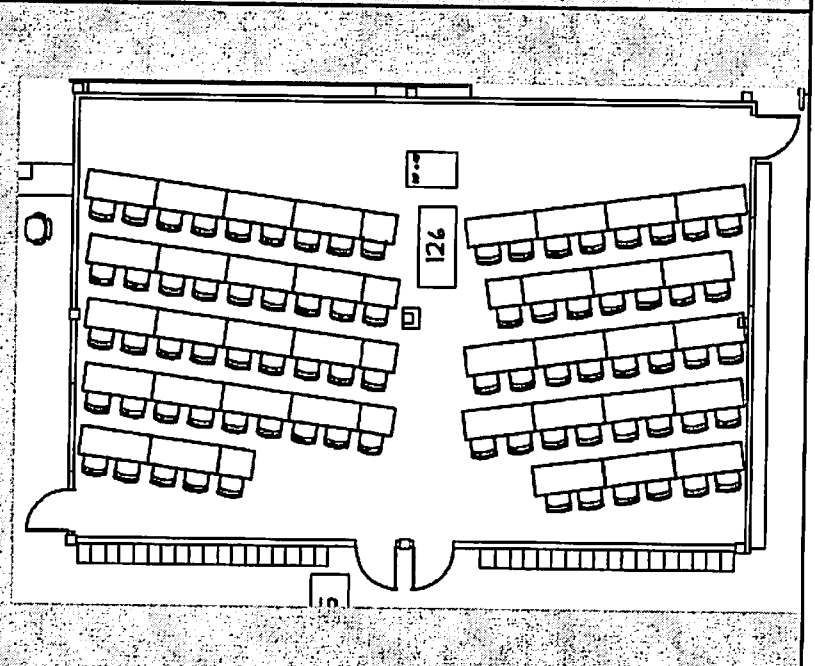
Flr. #	Rm #	Description	Infrastructure	Multimedia	Considerations
1 st	111	<p>Group Study Room: Faculty, students, and staff will have access to the group study/conference room/testing room which will be equipped with wireless access, voice and video recording, and a projection system to a wall mounted LCD.</p> 	<ul style="list-style-type: none"> • Wall mounted LCD for multimedia display of room • Table access for multimedia connectivity for conference table • Table access to data network drop • Wireless n access for students, faculty, and staff 	<ul style="list-style-type: none"> • 42" LCD • iMedia tabletop connection for laptop • 2 cameras and mic for instructor observation 	<ul style="list-style-type: none"> • Conveniently located in 1st year classroom and library area • Seats 10 participants for small group training, group study, and learning sessions • Internet access from the table for presenter and wireless access for participants. • Ability to connect to online resources such as the course management system, recorded class lectures, and library databases to complete small group assignments

Technological Resources at LMU School of Law

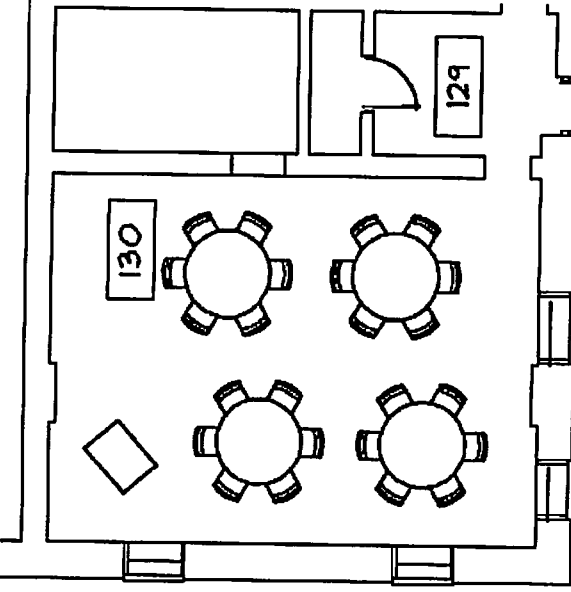
Fl.	Rm #	Description	Infrastructure	Multimedia	Considerations
1 st	112	<p>Group Study Room: Faculty, students, and staff will have access to the group study/conference room/testing room which will be equipped with wireless access, voice and video recording, and a projection system to a wall mounted LCD.</p> 	<ul style="list-style-type: none"> • Wall mounted LCD for multimedia display of room • Table access for multimedia connectivity for conference table • Table access to data network drop • Wireless n access for students, faculty, and staff 	<ul style="list-style-type: none"> • 42" LCD • iMedia tabletop connection for laptop • 2 cameras and mic for instructor observation 	<ul style="list-style-type: none"> • Conveniently located in 1st year classroom and library area • Seats 10 participants for small group training, group study, and learning sessions • Internet access from the table for presenter and wireless access for participants. • Ability to connect to online resources such as the course management system, recorded class lectures, and library databases to complete small group assignments

Technological Resources at LMU School of Law

Flr. Rm #	Description	Infrastructure	Multimedia	Considerations
1 st	124	<p>Student/Faculty/Guest lounge area: this area will be used for relaxation between classes and studying. A LCD will be mounted on the bottom wall so that students can catch up on the news. Faculty members could also hold special tutoring in this room by docking a laptop to the LCD and presenting.</p> 	<ul style="list-style-type: none"> • 52" LCD • Cable TV setup • Monitor cable for quick laptop hook-up 	<ul style="list-style-type: none"> • Provide general cable access for faculty and student relaxation • During events can provide faculty, students, and guests announcements and special bulletins in rolling PowerPoint • Capability to add laptop to LCD for general projection

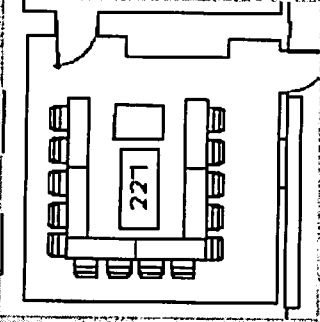
1st	126	<p>Classroom 126 - this classroom will provide a lecture hall for 78 students. This area will incorporate audiovisual content delivery to the display monitors throughout the room. This classroom has the capability to be recorded and can be reviewed with proper credentials over the Internet.</p>		<ul style="list-style-type: none"> • Multimedia connectivity supporting audio, video, networking, and controls for Podium • Network cabling to podium • Power to tables to support student laptop charging • Wireless n access for students, faculty, and staff • Capability to capture class lectures for streaming out via the Internet 	<ul style="list-style-type: none"> • Two 52" LCDs and two 42" LCDs for student viewing • 32" LCD for instructor viewing • Podium in room with PC, document camera, Sympodium, DVD/VCR, microphone, and primary control • Sympodium interactive pen display with SMART Notebook software • Primary Crestron touch panel control system for multimedia presentations • Digital archiving, retrieval and storage system of all audiovisual content • Wired voice reinforcement system for the presenter 	<ul style="list-style-type: none"> • Control all aspects of presentation from one area with minimal support, enabling faculty to be self-sufficient • Deliver lectures using multimedia presentation techniques to enrich the learning environment • Record lectures for later review • Provide an interactive learning environment • Internet access to download content and access resources from the podium - students will access via wireless n access at their seats • Participate in interactive feedback system
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Technological Resources at LMU School of Law

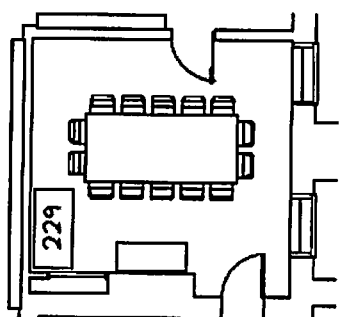
Flr. #	Description	Infrastructure	Multimedia	Considerations
1 st	<p>Classroom 130 – this multi-purpose classroom will support 24 students with integrated infrastructure for presentation by faculty, staff, students, and the community. It contains basic technology which allows instruction to be presented to a wall mounted LCD.</p> 	<ul style="list-style-type: none"> Multimedia connectivity to laptop supporting audio, video, networking, and controls for Podium Network cabling Power to tables to support student laptop charging Wireless n access for students, faculty, and staff 	<ul style="list-style-type: none"> 52" LCD Podium in room with PC, document camera, Sympodium, and primary control Sympodium interactive pen display with SMART Notebook software Document camera Primary Crestron touch panel control system for multimedia presentations Wired voice reinforcement system for the presenter 	<ul style="list-style-type: none"> Control all aspects of presentation from one area with minimal support; enabling faculty to be self-sufficient Deliver lectures using multimedia presentation techniques to enrich the learning environment Provide an interactive learning environment Internet access to download content and access resources from the podium – students will access via Wireless n access at their seats Participate in interactive feedback system

Technological Resources at LMU School of Law

Fl.	Rm #	Description	Infrastructure	Multimedia	Considerations
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2 nd	227	<p>Classroom 227 – this multi-purpose classroom will support 14 participants with integrated infrastructure for presentation by faculty, staff, students, and the community. It contains basic technology which allows instruction to be presented to a wall mounted LCD.</p> 	<ul style="list-style-type: none"> • Multimedia connectivity supporting audio, video, networking, and controls for Podium • Network cabling • Power to tables to support student laptop charging • Wireless n access for students, faculty, and staff 	<ul style="list-style-type: none"> • 42" LCD • Podium in room with PC, document camera, Symposium, and primary control • Symposium interactive pen display with SMART • Notebook software • Document camera • Primary Crestron touch panel control system for multimedia presentations • Wired voice reinforcement system for the presenter 	<ul style="list-style-type: none"> • Control all aspects of presentation from one area with minimal support, enabling faculty to be self-sufficient • Deliver lectures using multimedia presentation techniques to enrich the learning environment • Provide an interactive learning environment • Internet access to download content and access resources from the podium – students will access via Wireless n access at their seats • Participate in interactive feedback system
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Technological Resources at LMU School of Law

Flr. #	Rm #	Description	Infrastructure	Multimedia	Considerations
2 nd	229	<p>Conference Room 229 – this multi-purpose room will support 14 participants with integrated infrastructure for presentation by faculty, staff, students, and the community. It contains enhanced technology which allows presentation to a wall mounted LCD. It also supports videoconferencing to facilitate easy face to face meetings and/or remote instruction.</p> 	<ul style="list-style-type: none"> Multimedia connectivity supporting audio, video, networking, and controls for Podium Network cabling Power to tables to support student laptop charging Wireless n access for students, faculty, and staff Core videoconferencing infrastructure 	<ul style="list-style-type: none"> Two 52" LCDs - dual image front projection system Podium in room with PC, document camera, Sympodium, and primary control Sympodium interactive pen display with SMART Notebook software Document camera DVD/VCR Primary Crestron touch panel control system for multimedia presentations Wired and wireless voice reinforcement system for the presenter and participants Video teleconference with presenter and audience tracking capabilities 	<ul style="list-style-type: none"> Control all aspects of presentation from one area with minimal support; enabling faculty to be self-sufficient Deliver lectures using multimedia presentation techniques to enrich the learning environment Provide an interactive learning environment Internet access to download content and access resources from the podium – students will access via Wireless n access at their seats Receive lectures and video teleconferences from distant locations Deliver lectures and video teleconferences to distant sites

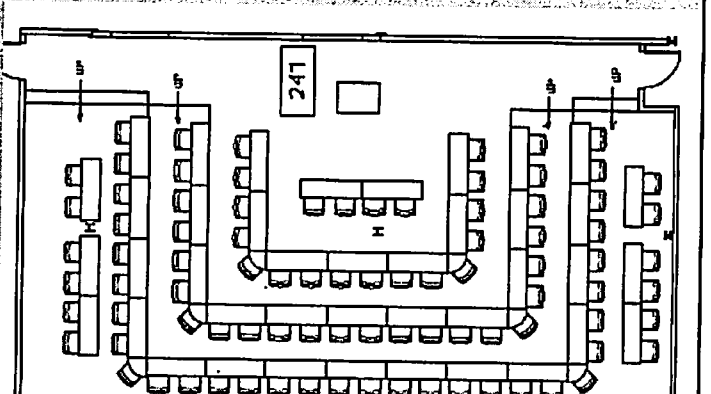
Technological Resources at LMU School of Law

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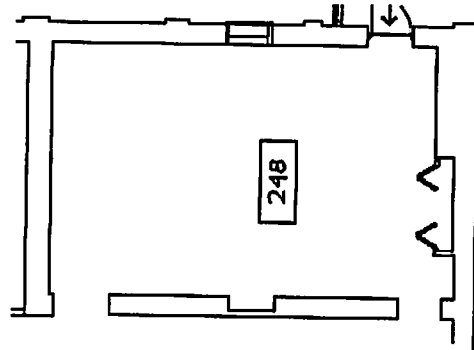
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Multimedia

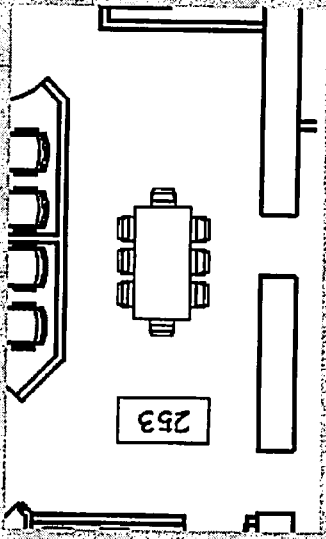
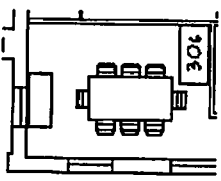
Considerations

<p>2nd 247</p>	<p>Classroom 247 - this classroom will provide a lecture hall for 90 students. This area will incorporate audiovisual content delivery to the display monitors throughout the room. This classroom has the capability to be recorded and can be reviewed with proper credentials over the internet. This classroom also has videoconferencing capabilities so that it can send or receive instruction from another site with videoconferencing capabilities.</p>		<ul style="list-style-type: none"> • Multimedia connectivity supporting audio, video, networking, and controls for Podium • Network cabling • Power to tables to support student laptop charging • Wireless access for students, faculty, and staff • Capability to capture class lectures for streaming out via the Internet • Core videoconferencing infrastructure 	<ul style="list-style-type: none"> • Two 52" LCDs and two 42" LCDs for student viewing <ul style="list-style-type: none"> o May need two screen option • 32" LCD for instructor viewing • Podium in room with PC, document camera, Sympodium, DVD/VCR, microphone, and primary control • Sympodium interactive pen display with SMART Notebook software • Primary Crestron touch panel control system for multimedia presentations • Digital archiving, retrieval and storage system of all audiovisual content • Video teleconference, with presenter and audience tracking capability • Wired voice reinforcement system for presenter and audience 	<ul style="list-style-type: none"> • Elevated areas in Audience • Control all aspects of presentation from one area with minimal support; enabling faculty to be self-sufficient • Deliver lectures using multimedia presentation techniques to enrich the learning environment • Record lectures for later review • Provide an interactive learning environment • Internet access to download content and access resources from the podium — students will access via Wireless n access at their seats • Participate in interactive feedback system • Receive lectures and video teleconferences from distant locations • Deliver lectures and video teleconferences to distant sites • Push to talk mics for participants
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Technological Resources at LMU School of Law

Flr. Rm #	Description	Infrastructure	Multimedia	Considerations
2 nd 248	<p>Multi-Purpose Room 248: this multi-purpose classroom will support 40 students (20 when configured as a traditional classroom) with integrated infrastructure for presentation by faculty, staff, students, and the community. It contains basic technology which allows instruction to be presented to a wall mounted LCD.</p> 	<ul style="list-style-type: none"> • Wall mounted LCD for room cable TV viewing • No room speakers – will use TVs • Capability to add laptop to LCD for general projection • Network jack near TV for network access • Wireless n access for students, faculty, staff, and community viewing 	<ul style="list-style-type: none"> • 52" LCD (with cable TV) • Wall controls for laptop on credenza 	<ul style="list-style-type: none"> • Provide general cable access for faculty and student viewing • During events can provide faculty, students, and guests announcements and special bulletins in rolling PowerPoint

Technological Resources at LMU School of Law

Flr. #	Rm #	Description	Infrastructure	Multimedia	Considerations
2 nd	253	<p>Conference Room 253: This multi-purpose room will support 8.</p> 	<p>Currently there is no plan to deploy technology in this room. In the event technology is needed, it will be deployed</p> <p>The room will have Wireless n access for students, faculty, staff, and community</p>		<ul style="list-style-type: none"> • Conveniently located on the third floor • Seats 8 participants for small seminars, group training, group study, and learning sessions • Internet access from the tables will enable participants to connect to online resources such as the course management system, recorded class lectures, and library databases to complete small group assignments
3 rd	306	<p>Small Seminar Room: This multi-purpose room will support 8 participants with integrated infrastructure for presentation by faculty, staff, students, and the community. It contains basic technology which allows presentation to a wall mounted LCD.</p> 	<ul style="list-style-type: none"> • Wall mounted LCD for multimedia display of room • Table access for multimedia connectivity for conference table • Table access to data network drop • Table access to power for laptop use • Wireless n access for students, faculty, staff, and community 	<ul style="list-style-type: none"> • 42" LCD • iMedia tabletop connection for laptop 	<ul style="list-style-type: none"> • Conveniently located on the third floor • Seats 8 participants for small seminars, group training, group study, and learning sessions • Internet access from the tables will enable participants to connect to online resources such as the course management system, recorded class lectures, and library databases to complete small group assignments

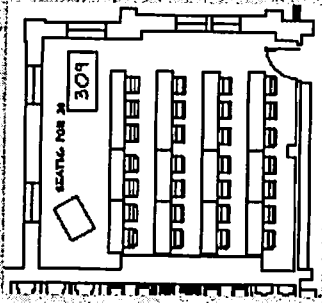
Technological Resources at LMU School of Law

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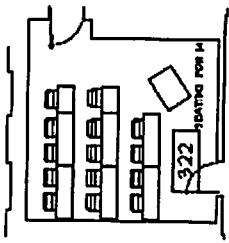
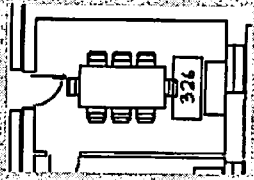
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Multimedia

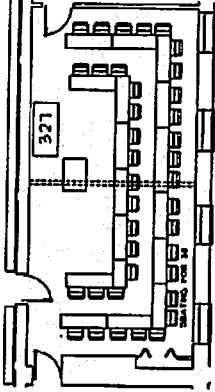
Considerations

3 rd	<p>Classroom 309 – this multi-purpose classroom will support 28 participants with integrated infrastructure for presentation by faculty, staff, students, and the community. It contains basic technology which allows instruction to be presented to a wall mounted LCD.</p> 	<ul style="list-style-type: none"> • Multimedia connectivity supporting audio, video, networking, and controls for Podium • Network cabling • Power to tables to support student laptop charging • Wireless n access for students, faculty, and staff 	<ul style="list-style-type: none"> • 52" LCD • Podium in room with PC, document camera, Sympodium, and primary control • Sympodium interactive pen display with SMART Notebook software • Document camera • Primary Crestron touch panel control system for multimedia presentations • Wired voice reinforcement system for the presenter 	<ul style="list-style-type: none"> • Control all aspects of presentation from one area with minimal support; enabling faculty to be self-sufficient • Deliver lectures using multimedia presentation techniques to enrich the learning environment • Provide an interactive learning environment • Internet access to download content and access resources from the podium – students will access via Wireless n access at their seats • Participate in interactive feedback system
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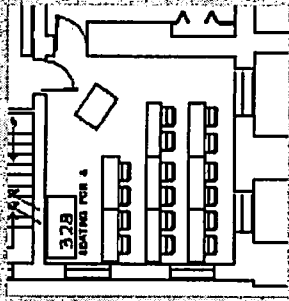
Technological Resources at LMU School of Law

Flr. Rm # Description		Infrastructure	Multimedia	Considerations	
3 rd	322	<p>Classroom 322 – this multi-purpose classroom will support 14 participants with integrated infrastructure for presentation by faculty, staff, students, and the community. It contains basic technology which allows instruction to be presented to a wall mounted LCD.</p> 	<ul style="list-style-type: none"> Multimedia connectivity supporting audio, video, networking, and controls for Podium Network cabling Power to tables to support student laptop charging Wireless n access for students, faculty, and staff 	<ul style="list-style-type: none"> 42" LCD Podium in room with PC, document camera, Sympodium, and primary control Sympodium interactive pen display with SMART Notebook software Document camera Primary Crestron touch panel control system for multimedia presentations Wired voice reinforcement system for the presenter 	<ul style="list-style-type: none"> Control all aspects of presentation from one area with minimal support; enabling faculty to be self-sufficient Deliver lectures using multimedia presentation techniques to enrich the learning environment Provide an interactive learning environment Internet access to download content and access resources from the podium – students will access via Wireless n access at their seats Participate in interactive feedback system
3 rd	326	<p>Classroom 326 – this multi-purpose classroom will support 8 participants with integrated infrastructure for presentation by faculty, staff, students, and the community. It contains basic technology which allows instruction to be presented to a wall mounted LCD.</p> 	<ul style="list-style-type: none"> Wall mounted LCD for multimedia display of room Table access for multimedia connectivity for conference table Table access to data network drop Table access to power for laptop use Wireless n access for students, faculty, staff, and community 	<ul style="list-style-type: none"> 42" LCD Media tablet connection for laptop 	<ul style="list-style-type: none"> Conveniently located on the third floor Seats 8 participants for small seminars, group training, group study and learning sessions Internet access from the tables will enable participants to connect to online resources such as the course management system, recorded class lectures, and library databases to complete small group assignments

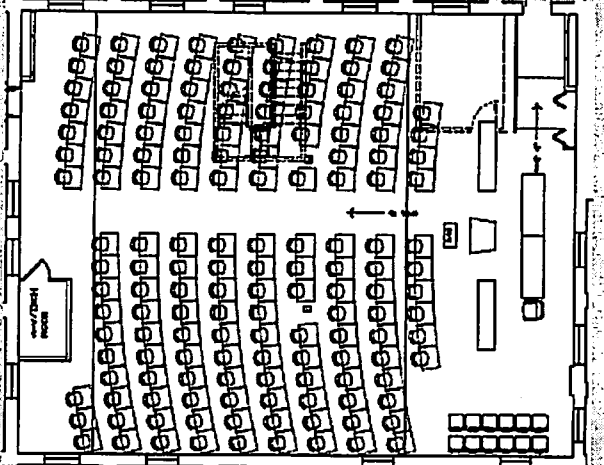
Technological Resources at LMU School of Law

Flr. #	Rm #	Description	Infrastructure	Multimedia	Considerations
3 rd	327	<p>Classroom 327 – this multi-purpose classroom will support 38 participants with integrated infrastructure for presentation by faculty, staff, students, and the community. It contains basic technology which allows instruction to be presented to a wall mounted LCD.</p> 	<ul style="list-style-type: none"> Multimedia connectivity supporting audio, video, networking, and controls for Podium Network cabling Power to tables to support student laptop charging Wireless n access for students, faculty, and staff 	<ul style="list-style-type: none"> Two 52" LCD Podium in room with PC, document camera, Sympodium, and primary control Sympodium interactive pen display with SMART Notebook software Document camera Primary Crestron touch panel control system for multimedia presentations Wired voice reinforcement system for the presenter 	<ul style="list-style-type: none"> Seats 38 participants for classroom instruction Control all aspects of presentation from one area with minimal support; enabling faculty to be self-sufficient Deliver lectures using multimedia presentation techniques to enrich the learning environment Provide an interactive learning environment Internet access to download content and access resources from the podium – students will access via Wireless n access at their seats Participate in interactive feedback system

Technological Resources at LMU School of Law

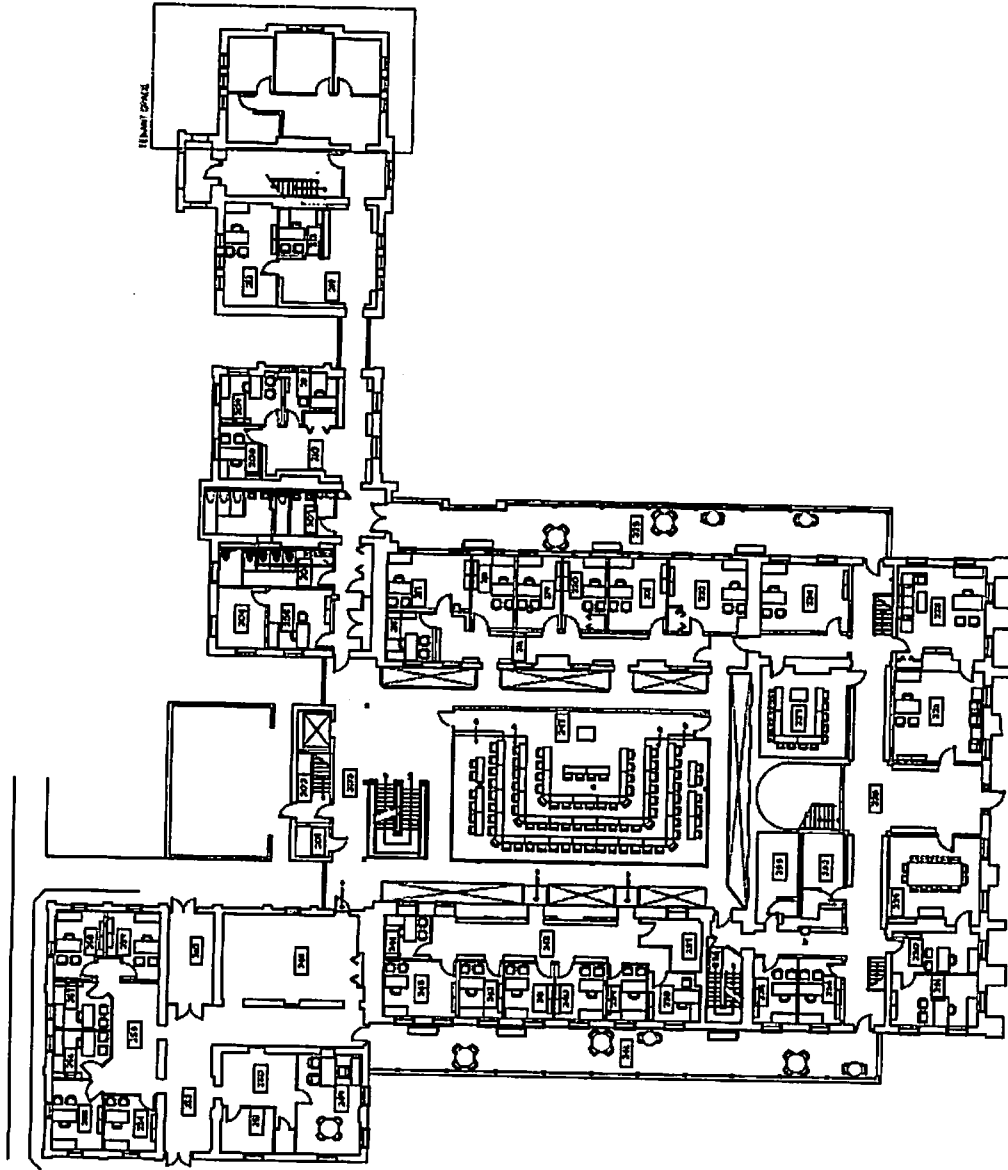
Flr.	Rm #	Description	Infrastructure	Multimedia	Considerations
3 rd	328	<p>Classroom 328 – this multi-purpose classroom will support 16 participants with integrated infrastructure for presentation by faculty, staff, students, and the community. It contains basic technology which allows instruction to be presented to a wall-mounted LCD.</p> 	<ul style="list-style-type: none"> • Multimedia connectivity supporting audio, video, networking, and controls for Podium • Network cabling • Power to tables to support student laptop charging • Wireless n-access for students, faculty, and staff 	<ul style="list-style-type: none"> • 52" LCD • Podium in room with PC, document camera, Sympodium, and primary control • Sympodium interactive pen display with SMART Notebook software • Document camera • Primary Crestron touch panel control system for multimedia presentations • Wired voice reinforcement system for the presenter 	<ul style="list-style-type: none"> • Control all aspects of presentation from one area with minimal support, enabling faculty to be self-sufficient • Deliver lectures using multimedia presentation techniques to enrich the learning environment • Provide an interactive learning environment • Internet access to download content and access resources from the podium – students will access via Wireless n access at their seats • Participate in interactive feedback system

Technological Resources at LMU School of Law

Flr. #	Rm #	Description	Infrastructure	Multimedia	Considerations
3 rd	342	<p>Court Room/Large Class Room 342: this multipurpose room (serves as court room and large lecture hall) will provide seating for approximately 152 students participants. Additional seating accommodates judges, a jury, counsel, parties and a witness. This area will incorporate audiovisual content delivery to the display monitors throughout the room. This classroom has the capability to be recorded and can be reviewed with proper credentials over the internet. This classroom also has videoconferencing capabilities so that it can send or receive instruction from another site with videoconferencing capabilities.</p> 	<ul style="list-style-type: none"> • Multimedia connectivity supporting audio, video, networking, and controls for Podium • Network cabling • Capability to capture class lectures for streaming out via the Internet • Power to tables to support student laptop charging • Wireless n access for students, faculty, and staff • White noise for jury box • Black out shades for windows 	<ul style="list-style-type: none"> • Multiple cameras with camera controller • Two large screens and projectors • Podium in room with PC, document camera, Sympodium, DVD/VCR, microphone, and primary control • Sympodium interactive pen display with SMART Notebook software • Primary Crestron touch panel control system for multimedia presentations • Ability to turn off fluorescent lights and dimmable chandeliers • Digital archiving, retrieval and storage system of all audiovisual content • Video teleconference, with presenter and audience tracking capability • Wired voice reinforcement system for presenter and audience 	<ul style="list-style-type: none"> • Seats 152 in a classroom environment • Serves as a court for instruction • Podium will need to rotate for instruction then 180 degrees for Court and must include pivotal arm monitor • Control all aspects of presentation from one area with minimal support; enabling faculty to be self-sufficient • Deliver lectures using multimedia presentation techniques to enrich the learning environment • Receive lectures and video teleconferences from distant locations • Record lectures and court interactions for later review • Push to talk mics for: <ul style="list-style-type: none"> ○ Students/participants ○ Judges ○ Jury • Podium and witness mics • Provide an interactive learning environment • Internet access to download content and access resources from

Technological Resources at LMU School of Law

Fl. #	Description	Infrastructure	Multimedia	Considerations
				<ul style="list-style-type: none"> • the podium – students will access via wireless n access at their seats • Participate in interactive feedback system • Viewing for: <ul style="list-style-type: none"> ○ Judges ○ Lawyers & participants ○ Witness stand ○ Jury Box ○ Court reporter • In court setting need to record voice of: <ul style="list-style-type: none"> ○ Judges ○ Podium – Lawyers ○ Witness stand ○ Jury box ○ Court reporter • Capability to capture Lawyer and Witness at the same time; Judge will use push to talk mic



1 SECOND FLOOR PLAN
1/8" = 1'-0"

ROOM LEGEND			SP. AREA	EST. DATED
56	MAH			
501	RECREATIONAL ROOM		91	
502	STAIRS	R/A		
503	LOBBY	171		
504	INFORMATION TECH STORAGE	171		
505	INFORMATION TECH OFFICE	171		
506	WOMEN'S TOILET	171		
507	WOMEN'S TOILET	171		
508	OFFICE	171		
509	OFFICE	171		
510	LOBBY/AMBULANCE	171		
511	OFFICE	171		
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522	ASSOC. DEAN I FOR LAW LIBRARY	171		
523	PURCH	171		
524	ASSOCIANT LIBRARY COLLECTOR	171		
525	DEAN'S OFFICE	171		
526	ASSISTANT TO THE DEAN	171		
527	CPA-MISSON	171		
528	COMPTROLLER	171		
529	COMPTROLLER	171		
530	COMPTROLLER	171		
531	ASSISTANT TO ASSOC. DEAN FOR A.A.	171		
532	ASSOC. DEAN FOR ACADEMIC AFFAIRS	171		
533	WOMEN'S TOILET	171		
534	WOMEN'S TOILET	171		
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INTERACTIVE SOLUTIONS

3860 Forest Hill Irone, Suite 101, Memphis, TN 38125
Office: 901-866-1474 Fax: 901-866-1475 Help Desk: 866-541-1295

Effective Date: 7/1/09 to 6/30/10
ISI Job #: LMU-09 Maintenance

MASTER SERVICE AGREEMENT

Customer Name:	Lincoln Memorial University	
Address:	ATTN: Ken Ramos 6965 Cumberland Gap Parkway Harrogate, TN 37752	
Locations: (If more than 3 attach list)	Site 1	See Addendum for List of Rooms
	<input type="checkbox"/> Same as above	
	Site 2	
	Site 3	
Remote Access: (Where applicable)	Modem number:	
	IP address: (list for each location)	
	VPN:	
	Other:	Landline Phone (423) 869-7080

TERMS AND CONDITIONS

RATE:

Services listed herein will be performed at a rate of \$172,799.42 plus any applicable taxes. Rates are based on the Supported Equipment listed in the Addendum and on the level of service specified.

TERM OF AGREEMENT:

This agreement will commence on the effective date above. This Service Agreement may be renewed (as-is) on an annual basis if agreed to in writing by both parties within thirty (30) days of the expiration of this agreement. All systems referenced in this service agreement and equipment listed in the Addendum are assumed to be in proper working order at the outset of this agreement. Any exceptions must be specified in the Addendum.

RATE INCREASES:

Rates will not change during the term of this SERVICE AGREEMENT unless the Supported Equipment listed in Addendum below is modified, in which case refer to Equipment Changes section for pricing considerations. Notification of such rate changes will be made in writing to the customer.

CONNECTIVITY:

ISI can provide the most effective real-time support, with minimized down time, when IP connectivity is provided. IP connectivity allows ISI support technicians to access your system remotely for troubleshooting and upgrades. For such support, an IP connection must be provided and maintained by the customer. The customer agrees to notify ISI immediately of any changes in IP connectivity. In the event ISI requires access for support or maintenance, notification will be made to the customer in advance. (See EXCLUSIONS, 1., below.)

NETWORK AND OTHER NON-COVERED EQUIPMENT:

The goal of ISI is to maximize customer success through minimized system down-time. To this end, ISI may assist with troubleshooting equipment/systems beyond that covered in the Supported Equipment list to verify whether covered equipment is functioning properly. Connectivity to networks and proper functioning of non-covered equipment is the responsibility of the customer unless otherwise specified in this agreement. Therefore, if service is requested and it is determined that the system problem is due to the failure of a network or other equipment not covered, ISI reserves the right to charge for services rendered.

Terms And Conditions understood and agreed to: Authorized Signature:

SERVICE HOURS

ACKNOWLEDGEMENT OF SERVICE HOURS:

ISI Help Desk service hours extend from 8:00 a.m. to 5:00 p.m., Central Time, Monday through Friday, excluding ISI holidays. (See EXCLUSIONS, 2., below.)

Initials: *JD*

SERVICE ESCALATION PROCEDURE

Elapsed Time (business hours):	Action performed by ISI Customer Support team upon receipt of trouble call.
0-2 hrs	ISI will assign a service ticket number for reference and assist via telephone (901-866-4210 or 866-541-1295) to troubleshoot problem and counsel with on-site customer personnel to resolve problem.. If available, IP network connectivity will be utilized to review status of system or codec and any needed software updates will be downloaded to resolve/isolate problem.
0-8 hrs	If manufacturer's support is included, ISI will coordinate with their support departments to determine the nature of the problem and mutually establish repair procedure. ISI takes full responsibility for coordination with the manufacturer to ensure the <u>quickest</u> response and shipping. If the system is determined to be failed hardware ISI will arrange with manufacturer for repair, replacement, or RMA (return merchandise authorization) and/or ship parts immediately if they are in stock.
0-24 hrs	ISI (and manufacturer's engineering department, if applicable) will coordinate and/or schedule as necessary: software install/update, monitoring of system for a specified period of time to gather data, shipping of RMA equipment, or on-site repair/replacement. Full system and network testing will be performed to ensure the system is functioning properly. <i>(Note: When equipment must be shipped to manufacturer's facilities for repair, certain restrictions may apply. Manufacturers have daily time-specific policies for next day or expedited replacement service and return deadlines. After a manufacturer's service ticket is generated, ISI will make every effort to ensure a speedy turnaround on the exchange.)</i>
	<i>NOTE: ISI will schedule and/or dispatch an ISI service technician at any time during this process if it is determined that an on-site visit is necessary. ISI's goal is to dispatch within 24 hours of call, however, time frames may be affected by time-of-day, distance, or availability of replacement parts/equipment.</i>

APPROVALS

THIS AGREEMENT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS IN THIS DOCUMENT AND ADDENDUM.

IN WITNESS WHEREOF, ISI AND PURCHASER HAVE EXECUTED THIS AGREEMENT ON THIS _____ (Day) of _____ (Month), _____ (Year).

**** This Agreement is not valid until executed by an officer of ISI ****

[Signature]
ISI PRESIDENT, CHIEF EXECUTIVE OFFICER

[Signature]
PURCHASER (AUTHORIZED SIGNATURE)

Ray T. Myers
Print Name

B. James Rawson Chancellor
Print Name and Title

COVERAGE DETAILS

EQUIPMENT CHANGES. The Rate charged for this Service Agreement is based on the equipment listed in the Supported Equipment list (in the Addendum) and level of service. Changes in the type or quantity of equipment will be reflected in the Supported Equipment list and charged on a pro-rata basis for the remainder of the term of this Service Agreement, with notification made to the customer. Annual renewal rates will also be modified accordingly. (See EXCLUSIONS, 4., below.)

SOFTWARE CHANGES. If available for your system, ISI will install one update revision per year and/or provide you with access to new system software upgrades for codecs. *Note: System updates may produce undesired results (such as configuration errors and system failure.) Because of this, ISI tests updates prior to release to our customers which may delay the update from the original manufacturer release date. Updates should be made by personnel authorized by ISI only.* (See EXCLUSIONS, 4., below.)

PARTS REPAIR/REPLACEMENT. Defects in parts originating with the manufacturer (as determined by ISI.) will be repaired or replaced by ISI at no additional charge.

LABOR. Onsite repairs, software upgrades, adjustment, or reprogramming (as necessary to restore to original system specifications) are limited to equipment listed in the Supported Equipment list only.

EXCLUDED PARTS, EQUIPMENT, AND LABOR.

1. Parts, equipment, or labor supplied by anyone other than ISI or its approved subcontractor.
2. "Items Not Covered Or Limited Coverage" below.
3. System problems related to updates as made by unauthorized personnel.
4. Items exhibiting normal wear, abuse, willful neglect, or accidental damage.
5. Requested replacement, repair, adjustment, or reprogramming of any equipment or parts not specified on the attached Supported Equipment list will be billed by ISI at the current hourly rate (unless otherwise contracted) plus travel and/or materials. (See EXCLUSIONS, 3., below.)
6. Modifications to control system programming, unless determined necessary by ISI to repair a software (code) error and restore to original system specifications.

ACCESS. To perform necessary repairs or updates, ISI must be granted adequate access during normal business hours to equipment or systems covered under this agreement. In some cases, significant periods of access may be required for repair and testing. In the event scheduled visit time frames are not made available after the technician is on-site, ISI reserves the right to bill at the current hourly rate (unless otherwise contracted) plus travel and/or materials for the additional labor and expenses.

PREVENTATIVE MAINTENANCE. Preventative maintenance will be performed to the specifications of the manufacturer on equipment listed in the Supported Equipment list as necessary.

ITEMS NOT COVERED OR LIMITED COVERAGE.

1. Parts or equipment which have been abused, neglected, willfully or accidentally damaged or destroyed (including burned in "static" images caused by shutting down plasma displays improperly.)
2. Parts or equipment listed in the Supported Equipment list that have been moved, replaced, rewired, altered, repaired, or uninstalled/reinstalled by anyone other than ISI are not covered under this agreement. (See EXCLUSIONS, 4., below.)
3. Failed lamps for video projectors, document cameras, and telemedicine devices are considered consumable items and will be covered at one replacement per device per year, unless otherwise specified in this agreement. (See EXCLUSIONS, 5., below.)
4. Parts or equipment not listed in the Supported Equipment list.

ENVIRONMENT. The customer agrees to provide the proper operating environment for the equipment in accordance with ISI's and the manufacturer's recommendations and failure to provide the proper environment may result in damage or failure of the equipment. Further, the customer agrees that any such damage or failure caused by environmental conditions is NOT covered by this agreement.

ELECTRICAL REQUIREMENTS. The customer agrees to provide sufficient electrical service and the necessary number of outlets on separate circuits in accordance with the recommendations of ISI and the manufacturer. The customer also understands and agrees that such electrical power shall be within the tolerances recommended by ISI and the manufacturer. Failure to provide power within these tolerances may result in damage or malfunction of the equipment, which is not covered by this agreement. Additionally, damage to equipment or systems listed in this agreement that is caused by power failure, power surges, brownouts, or lightning strikes are not covered under this agreement.

TOTAL LOSS. In the event of total loss of the system (or portion of system) covered in the Supported Equipment list due to

MISCELLANEOUS. In no event will ISI be liable for any lost profits, lost savings, incidental damages, or other economic consequential damages, regardless of ISI having been advised of the possibility of such damages. In addition, ISI will not be liable for any damages claimed by the customer that are based on third party claims.

ISI will not be liable for any damages caused by flood, fire, earthquake, water leaks, strikes, Acts of God, or other causes beyond the control of ISI (See EXCLUSIONS, 6., below.) In the event the customer fails to pay any amounts due to ISI, the customer also agrees to pay all costs and expenses of collection, including reasonable attorney's fees. The provisions of this written agreement are all of the terms and conditions between ISI and the customer and supersede any and all prior oral or written agreements, proposals and representations.

The laws of the State of TN shall govern this Agreement and this Agreement is, by consent, enforceable only in the courts of that state. Any notice or demand to ISI shall be in writing and sent certified mail to ISI at 3860 Forest Hill Irene Road, Suite 101, Memphis, TN, 38125.

As part of this Service Agreement ISI is the sole provider of service and support for Lincoln Memorial University. This agreement WILL NOT be sold or transferred to a third party vendor for any reason.

EXCLUSIONS

1. Under **CONNECTIVITY**: In the event ISI requires access for support or maintenance, notification will be made to the customer in advance.
2. Under **ACKNOWLEDGEMENT OF SERVICE HOURS**: For the term of this service agreement, service hours will include the additional hour, 7:00 - 8:00 a.m., Central Time, Monday through Friday, excluding ISI holidays.
3. Under **EXCLUDED PARTS, EQUIPMENT, AND LABOR, 6.**: ISI will notify customer in advance of any billable equipment, parts, materials, labor, or travel costs necessary to fulfill customer requests.
4. Under **ITEMS NOT COVERED OR LIMITED COVERAGE, 2.**: This does not include actions performed by customer personnel as directed by ISI or product vendor.
5. Under **ITEMS NOT COVERED OR LIMITED COVERAGE, 3.**: Replacements for failed lamps will be provided as necessary.
6. Under **MISCELLANIOUS**: In the event of total loss of the system (or portion of system) covered in the Supported Equipment list due to flood, fire, earthquake, water leaks, strikes, Acts of God, or other causes beyond the control of ISI: Upon request of the customer, ISI will refund the amount paid for support of the affected system/portion of system on a pro-rated basis for non-fixed cost (e.g. prepaid manufacturer maintenance) support items for the remainder of the term of the service agreement.

*Completed
8-28-09*

BYRGE SECURITY SERVICES SERVICES CONTRACT

THIS SERVICE CONTRACT is entered into as of 8-24-2009 (the "Commencement Date") between Byrge Security Services, a Tennessee Corporation, with an office located at 908 Rose Hill Drive, La Follette, TN 37766 ("Contractor") and located at Lincoln Memorial University ("Client") (hereinafter Contractor and Client may be referred to as the "Party" or "Parties").

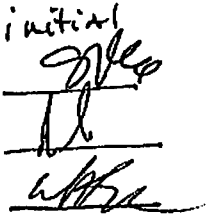
The Parties hereby agree as follows:

1. **SCOPE OF SERVICES.**
 - (a) Contractor shall furnish and/or perform the security services described in Schedule A, attached hereto and incorporated by reference, (the "Services") at Client's premises located at 601 W. Summit Hill Dr. Knoxville, TN 37908 (the "Premises") in accordance with this Services Contract and all post orders or other written guidelines agreed upon by Client and Contractor (the "Contract"). The Client has specified the nature, type and degree of, and hours for, the services to be provided by Contractor for the purpose of carrying out the terms and conditions of the Contract.
 - (b) Contractor is generally available to perform Emergency Services, subject to the Parties entering a separate Emergency Services Agreement that contains mutually agreeable terms and conditions. Emergency Services include, but are not limited to: (i) acts of government in its sovereign capacity (ii) fires, (iii) floods, (iv) strikes, (v) acts of terrorism, (vi) unusually severe weather, (vii) riots, (viii) earthquakes, or (ix) other acts of God.
2. **BILLING: PAYMENTS**
 - (a) Client shall pay Contractor for the Services as specified in ~~Schedule of Fees~~ \$1300 per hour. The rates contained in Schedule of Fees shall become effective as of the Commencement Date, and shall remain in force for one (1) year. Notwithstanding, following the receipt of written notice from the Contractor, the rates shall be automatically adjusted for any change in costs mandated by law, including but not limited to State licensing fees, Federal Insurance Contribution Act (FICA), Federal Unemployment Tax Act (FUTA), State Unemployment Insurance (SUI), Worker's Compensation, and/or Federal or State minimum wage laws. In addition, the rates may be adjusted each October 1 for any increased cost for medical insurance premiums. Fees for the Services are exclusive of any local, State or Federal sales or service taxes applicable to Services. To the extent State laws taxes the Services, Contractor shall invoice Client for taxes as required by law. The client is solely responsible for the payment of all such taxes and shall remit to Contractor all such taxes along with payment of each invoice for Services issued hereunder.
 - (b) The client agrees to pay Holiday rates for the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
 - (c) The client agrees to pay overtime rates based on contract billing rates, for any additional hours of Service requested by Client that are performed for less than thirty (30) days.
 - (d) The client agrees to pay overtime rates based on contract billing rates for any additional hours of Service provided due to unforeseen circumstances which requires the Contractor to remain on premises beyond agreed time that occurs for less than thirty (30) days.
 - (e) Contractor will invoice Client weekly for the Services performed. All invoices are due and payable by the Client upon receipt. Payments not received by Contractor within thirty (30) days from the date of the invoice shall accrue interest at the rate of one and one-half percent (1.5%) per month or the maximum allowed by law, if lower.

*initial
[Signature]
[Signature]*

3. **TERM; TERMINATION; RENEWAL.** The initial term of this Contract shall be for one (1) year beginning on the Commencement Date. The Contract will automatically renew for successive one (1) year periods with a minimum percent increase in the labor and non-labor bill rates each renewal year as outlined under Miscellaneous Conditions. The Contract may be terminated: (a) effective thirty (30) days from the date of receipt of a written termination notice by either Party; (b) by Contractor for non-payment by Client following twenty-four (24) hours written notice; (c) immediately upon written notice to the Client in the event a Bankruptcy petition is filed or a receiver is appointed by or for the Client, and; (d) by either Party effective thirty (30) days from the receipt of written notice to the other regarding the failure of such other Party to perform its duties or obligations hereunder, provided such failure is not cured within thirty (30) day notice period. In the event Client terminates this contract for any reason other than Contractor's failure to perform as set forth in 3. (d) above, Client shall reimburse Contractor for any unamortized or unrecovered costs for vehicles or other special equipment procured for and used exclusively in the performance of this Contract.
4. **DUTIES OF SECURITY OFFICERS.** Contractor's security officers assigned to the Premises will perform the Services set forth in the Contract. The security officers will perform the duties assigned to them in accordance with applicable written post orders or guidelines, but shall be under the sole control and direction of Contractor. The Client assumes the risk and responsibility in the event that Client takes over direct control or supervision of a Contractor employee by requiring the employee to perform contrary to the Contract or not perform duties as contemplated by the Contract. The security officers, while on duty, shall wear uniforms, present a neat and orderly appearance, and shall perform their duties in a courteous and respectful manner.
5. **INSURANCE AND LIMITATION OF LIABILITY.** Contractor shall provide visible presence and shall deter, observe, and report. Contractor is not an insurer of the premises and makes no representation, express or implied, that its services will prevent injury, loss, or damage. Contractor shall maintain the following insurance coverage: (i) workers' compensation insurance with statutory limits and guidelines, (ii) automobile liability, for company owned vehicles; and (iii) commercial general liability, including contractual liability, with coverage of \$1,000,000.00 Personal and ADV BURY with \$1,000,000.00 general aggregate. Client shall give notice to Contractor of any loss, damage, expense, claim, lawsuit, liability, fine, or penalty (together referred to as "Claim") within thirty (30) days of the occurrence giving rise to the Claim. No claim, demand, or lawsuit regarding any such Claim shall be brought against Contractor by Client unless such notice is given. Contractor's liability under this Contract shall be limited to the limits of Contractor's insurance coverage as set forth above. Contractor is not responsible for third party Claims and the Client shall not hold them liable for any Claim from a third party on or off Client's premises.
6. **INDEMNITY.** Contractor and Client shall defend, indemnify, and hold each other, and each other's respective parent company, subsidiaries, insurers, agents, and employees, harmless against all liability, loss, damage and expenses (including reasonable attorneys' fees) resulting from or caused by negligent or willful act(s) or omission(s) by the party from whom indemnity is sought, including such party's agents, employees, or subcontractors. It is the intention of the parties hereto that the obligations of Contractor under this Paragraph shall be for the acts of omissions of its employees and agents, and any indemnification of Client by Contractor will only be to the extent of the Contractor's negligent or willful act(s) or omission(s), including that of its employees or agents. Under no circumstances shall Contractor be obligated to assume liability for the acts or omissions of any person or entity that is not an employee or agent of Contractor. The provisions of this Paragraph shall survive the expiration or termination of this Contract.
7. **INABILITY TO PERFORM PROTECTIVE SERVICES.** Contractor will not be liable for any failure or delay in performing the Services, in whole or in part, where such failure or

- delay is caused by circumstances beyond Contractor's control, including acts of God, severe weather, fire, terrorism, vandalism, or civil riots, war, civil disturbance, court order or any other cause over which the Contractor does not have direct control
8. **RECRUITMENT AND TRAINING EXPENSES.** Each security officer assigned to the premises has been recruited and trained at Contractor's expense using methods and training programs developed by Contractor. Client would receive the benefits and Contractor would suffer the loss of such recruiting or training expense if Client hired any such security officer. It is impractical or impossible to quantify with certainty the precise cost to Contractor of recruiting and training each security officer, but the sum of Two Thousand Five Hundred and 00/00 Dollars (\$2,500.00) constitutes a reasonable approximation of such recruiting and training expense (the "Reimbursement Fee"). Client shall pay to Contractor the Reimbursement Fee for each security officer who is hired or retained by Client, or by any agent or contractor of Client, as a security officer or as one who supervises security officers or security services at any client location, if such security officer performed any of the Services at the Premises during the twelve (12) months preceding his/her engagement by Client. The provisions of this Paragraph shall survive the expiration or termination of this Contract for a period of twelve (12) months.
 9. **COMPLIANCE.** Contractor and Client shall comply with all applicable Federal, State, and local laws, rules and regulations. Contractor will not discriminate against any employee due to race, religion, color, sex, or national origin. Contractor will employ qualified veterans, disabled or otherwise, and other protected veterans.
 10. **GOVERNING LAW.** This Contract and all amendments, modifications, alterations or supplements hereto shall be deemed to have been executed in, and shall be governed by and construed in accordance with the laws of the State where the service is performed.
 11. **LICENSES.** Contractor, its officers and employees, shall be duly licensed and will obtain all permits necessary and required to perform Services by the State, County, and/or Municipality where Services are to be performed.
 12. **NO THIRD PARTY BENEFICIARIES.** The Services are being provided only to Client or its agents. No other person or entity is, nor is intended to be, a third-party beneficiary under this Contract. Contractor is assuming no duty to protect any other persons or entities or their property. Contractor shall not be liable to any persons or entities not a party to this Contract for any bodily injuries, including death, or property damage, unless caused by Contractor, nor shall it be liable for indemnity and/or contribution in favor of any person or entity against whom such a claim is brought, including Client.
 13. **HAZARDOUS CONDITIONS.** Client warrants and represents that there are no chemical or other hazards that require disclosure to employees of Byrge Security Services that have not been disclosed to Byrge Security Services under OSHA Chemical Hazard Communication Standard 1910.2000. Client agrees that, to the extent it is required by law to provide such training to its own employees, it will allow Byrge Security Services to attend any Hazard Communication Training Program and will provide all training materials to employees of Byrge Security Services.
 14. **EMPLOYMENT REPRESENTATION.** The relationship of Contractor and Client under this Contract shall be that of an independent contractor. Contractor is not employed by the Client and the Client is not responsible for payroll, payroll taxes, or any other expenses of the Contractor in conjunction with the performance of this Contract.
 15. **MISCELLANEOUS CONDITIONS.**
 - (A) This Contract can not be modified, altered, or changed, except in writing properly executed by both parties.
 - (B) All persons signing this Contract are acting on behalf of their respective companies and have the right to do so before said company. By signing the contract, all persons are attesting to that fact.

initial


(C) The Client will not give direct orders or supervision of the security officers, but will direct all requests thru the main office.

(D) This contract (All pages are considered page 1) includes the "Schedule of Fees"(Page 3), and will include "Schedule of Post Orders"(Page 2) once the Schedule of Post Orders has been completed.

(E) Client will immediately notify the Contractor by oral and written statement of any changes in the environment/site that poses a credible threat to the safety of the security officer if the officer is not present when it occurs. This includes but is not limited to: fires, utility issues (power lines down, water main breaks, etc.), any situation that involves law enforcement officers or federal agencies, etc.

(F) All contracts auto renew for a period of twelve (12) months if the Contractor is not notified in writing thirty (30) days prior to the expiration of the contract and all fees can increase by a minimum of two (2) percent, up to a maximum of ten (10) percent or the maximum permitted by law (Federal and State) based on the increase of applicable necessary requirements for insurance, taxes, and any other expenses in executing this Contract.

(G) The Client acknowledges and accepts this Contract in its entirety except where exceptions have been agreed upon by both parties in writing.

(F) Client acknowledges and agrees to the following statement by signing the contract below:

That they entered this contract of their free will fully understanding it with no reservations and will abide by said Contract.

Client's Information

Doing Business as Name: Lincoln Memorial University
print)
Address: 6965 Cumberland Gap Pkwy., Box 2003
Harrogate, TN 37752-2003


Randy Eldridge
Representative: Vice President Finance/Operations (Please print)

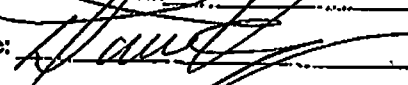
Title/Position: _____ (Please print)

Client's Signature _____ Date: _____

Byrge Security Services :
908 Rose Hill Drive, La Follette, TN 37766 423-494-5376

Representative: Donnie B. Byrge 

Title: Owner/President

Signature:  Date: 8-28-09

\$13.00 per hour

OFFICE: FIRST FLOOR, STATE CAPITOL • NASHVILLE, TENNESSEE 37243-0285
PHONE: 615-741-2401 • FAX: 615-741-9872
HOME: 2413 CRAIG COVE ROAD • KNOXVILLE, TENNESSEE 37919-9314
PHONE 865-584-2827 • FAX 865-584-2270
EMAIL: CNEEL@TENNESSEE.EDU

C. WARREN NEEL

EDUCATION

University of Alabama, Ph.D., 1969
University of Alabama, M.B.A., 1966
Mississippi State University, B.S., 1960

PROFESSIONAL SERVICE

April, 2009---Present Interim President, Lincoln Memorial University

2003—Present Exec. Director, Corporate Governance Research Center
The University of Tennessee

2000 – 2003 State of Tennessee Nashville, Tennessee
Commissioner of Finance and Administration (on leave of absence from University of Tennessee)

1977 – 2000 University of Tennessee Knoxville, Tennessee
Dean, College of Business Administration

1991 – 1991 Office of the U.S. Secretary of Education Washington, D.C.
Consulting member of the transition team for U.S. Secretary of Education Lamar Alexander (on leave of absence from the University of Tennessee)

1986 – 1987 State of Tennessee Nashville, Tennessee
Commissioner of Employment Security (on leave of absence from the University of Tennessee)

1974 – 1976 University of Tennessee Knoxville, Tennessee
Associate Dean, College of Business Administration

1969 – 1974 University of Tennessee Knoxville, Tennessee
Faculty member, Department of Management, College of Business Administration

1962 – 1965 International Paper Company Mobile, Alabama
Assistant Manager of Engineering Administration

1960– 1961 Basin High School George County, Mississippi

Math Teacher

MILITARY SERVICE

1960 – 1965

Mississippi National Guard

Mississippi

Specialist 4th Class

SELECTED ACCOMPLISHMENTS—THE UNIVERSITY OF TENNESSEE

UNIVERSITY

- Proposed the study and evaluation of colleges and programs that became the Chancellor's focus (1993)
- Proposed and led the effort to establish selective admission standards (1981)
- Began the Art Department collection fund; established endowed professorships in History and Communications from private funds; and the sponsored Arts & Sciences/Business Symposium
- Developed the first strategic plan for a collegiate unit that subsequently became the basis for a mission statement for the university in the 1980s
- Sponsored and developed an econometric model that became an integral part of fiscal planning for state government. The Center for Business Economic Research (CBER) is a nationally recognized model for matching university research talent to the fiscal planning policy needs of state government.
- Utilized corporate relations to gain private support for the College of Engineering, College of Human Ecology, College of Arts & Sciences, Department of Art, and Department of Forestry, Wildlife and Fisheries

COLLEGE OF BUSINESS ADMINISTRATION

- Organized the campus's first external relations collegiate advisory board with executives from national, regional, and local firms (1976)
- Worked with every governor of the State of Tennessee since 1980 to recruit business to the state
- Developed one of the largest executive education programs on a state-aided campus in North America, ranked in The Bricker Bulletin
- Built a nationally recognized College of Business with four of seven programs in the college achieving rankings in the top 25
- Tripled the contract research activity to achieve the rank of number one among ten business schools of comparable mission in the Southeast
- Established private support fund for minority and re-entry women
- Obtained private funds for approximately forty non-service graduate stipends
- Established the first teaching and learning committees that the campus later adopted
- Established funds for faculty mini-grants to enhance teaching performance
- Increased the endowment for the college from \$2 million to \$43 million in market value with pledges and deferred gifts that bring total private support to more than \$100 million
- Established international relationships with five universities in South America, Europe, and Asia

HONORS & AWARDS

- Beta Gamma Sigma
- Omicron Delta Kappa
- Phi Kappa Phi

- Chi Alpha Phi (Honorary Statistical Society)
- Selected as one of five academic deans nationally to attend two-week study tours of Japan, August 1986
- Selected for Presidential Fellowship (with HEW), (Washington), 1977
- Wilton Park International Conference (Sussex, England), 1976
- Commission on Blacks, Certificate of Appreciation
- Chancellor's Citation for Extraordinary Service, 1983, 1988

PUBLICATIONS

Chapters/Books

- "Building Responsive Universities: Some Challenges to Academic Leadership," (with William T. Snyder), Competing Globally Through Customer Value, Edited by M.J. Stahl and G.M. Bounds, Quorum Books, Westport, Connecticut, April 1991, pp. 67-72.
- "The Efficacy of Public Policy," (with John R. Moore, Henry W. Herzog, Jr., and Alan M. Schlottmann), Industry Location and Public Policy, Edited by Henry W. Herzog, Jr. and Alan M. Schlottmann, The University of Tennessee Press, Knoxville, April 1991, pp. 257-271.
- "Economic Development Yesterday, Today and Tomorrow -- From Dirt Roads to Fiber Optic Highways," Tennessee Tomorrow Conference: Building Electronic Highways for Economic Growth, Belmont College Press, Belmont College, Nashville, September 1987, pp. 11-18.
- "Accreditation in Performance Funding," in Performance Funding: A Critical Analysis of Tennessee's Experience, Trudy Banta (ed.), Boulder, Colorado: National Center for Higher Education Management Systems, pp. 53-60, 1986.
- "Effective Integration of Microcomputers and Information Systems for Improved Interaction Communications and Administrative Support," The Future of Business and Economic Research in the 1990s. Lorena M. Akioka, (ed.), Division of Research, University of Georgia, 1986.
- "Freedom Quilting Bee," Administrative Policy, by Richard M. Hodgetts, (New York, NY, John Wiley and Sons, Inc., 1975), pp. 292-308.

Journal Articles

- "SATURN: The Tennessee Lessons," (with William R. Fox), Forum for Applied Research and Public Policy, Spring 1987, pp. 7-16.
- "The Post-Industrial Society: Age of Smart Machines and Dull People," Context, 5(13), pp. 10, May 1988.
- "Operations Management Curriculum Review," Perspectives, Spring 1980.
- "Business School Curriculum Design - Some Issues of Concern," National Forum - The Phi Kappa Phi Journal, Summer 1978, Volume 3, pp. 7-10.
- "Motivating and Obsolescence in Engineers," Industrial Gerontology, (with R.D. Arvey), Spring 1976, pp. 113-126.
- "The Labor Improvement Phenomenon in Furniture Manufacturing," Forest Products Journal, February 1976.
- "Testing Expectancy Theory Predictions Using Behaviorally Based Measures of Motivational Effort for Engineers," Journal of Vocational Behavior (with R.D. Arvey), Volume 4, 1974, pp. 299-310.
- "Moderating Effects of Employee Expectancies on the Relationship between Leadership and Job Performance of Engineers," Journal of Vocational Behavior, (with R.D. Arvey), Volume 4, 1974, pp. 213-222.
- "Counter Conduct in Mechanical Systems," Journal of Systems Management, December 1971.

- "Evaluation of Network Models in Industrial Construction," IEEE Transactions on Engineering Management, Volume EM-18, February 1971.

Proceedings

- "Deans' Panel/Starting to Integrate Total Quality into the Curriculum," The Total Quality Forum: Forging Strategic Links with Higher Education, August 6, 7, & 8, 1991, Cincinnati, Ohio.

Reviews

- George Gilder's "Wealth and Poverty," National Forum (The Phi Kappa Phi Journal), Winter 1982, p. 43.

Cases

- "Oasis Tent Company," Intercollegiate Case Clearing House, Harvard University, October 1972.
- "Corner Cupboard, Inc.," Intercollegiate Case Clearing House, Harvard University, October 1972.
- "Freedom Quilting Bee," (A case study of minority business), Intercollegiate Case Clearing House, Harvard University, December 1971.

Essays

- "Impressions of Hungary," The Kansas City Star, October 1989.
- "Finding the Seeds of Hungary's Soul," St. Louis Post Dispatch, October 25, 1989.
- "The Post-Industrial Society: Age of Smart Machines and Dull People," Context, 5(13), pp. 10, May 1988.
- Other essays have appeared in The San Francisco Chronicle, The Charlottesville Observer, St. Louis Post Dispatch, Memphis Commercial Appeal, The Chattanooga Free Press, Knoxville News Sentinel, The Tennessean, and Metropulse.

Other Publications

- "Technology in the College of Business: An Overview," Tennessee Survey of Business, 24(2), pp. 2-5, 1988.
- "Parental Involvement is Vital for Improving Our Schools," Nashville Banner, 22 September 1988, p. A-15
- "Ethics and Higher Education," Tennessee Survey of Business, (with John R. Moore), 24(1), pp. 3-8, 1988.
- "Moving Toward the Entrepreneurial State," Tennessee Survey of Business, 23(1), pp. 23-25, 1987.
- "Rethinking Inventory Valuing Practices Can Protect Your Financial Position," National Hardwood Magazine, June 1975, pp. 36-42.
- "Decision Making", Tennessee Survey of Business, 12(7), p. 10, 1972.
- "Decisions-Making and Optimality," Tennessee Survey of Business, 9(1), p. 10, 1972.
- "The Critical First Step," Tennessee Survey of Business, 8(7), p. 10, 1971.
- "Management Information Systems," Tennessee Survey of Business, 7(8), p. 14, 1971.
- "A Proposed Concept of Organization," (Intercommand Publication), Naval Training Device Center, Orlando, FL, August 1971.
- "Changing EDP Investment Criterion," Tennessee Survey of Business, 8(1), p. 14, 1970.
- "Evaluation of the Technical Program Control System," (Intercommand Publication), Naval Training Device Center, Orlando, FL, August 1970.

- Network Models: An Inquiry into the Organizational Design and Input Data Requirements on Industrial Project Management, Ph.D. Dissertation, University of Alabama, 1969.

Invited Papers

- "Issues Facing Undergraduate Business Schools Seeking Effective Integration of Microcomputers and Information Systems for Improved Instruction, Communications and Administrative Support," Colloquium: IBM Information Systems for Business School Curricula, Communications and Administrative Support, Austin, Texas, April 1985.
- "Continuing Education and Today's Professional School," Association of Southern Professional Schools, New Orleans, November 1984.

Selected Papers/Addresses

- "A Perspective on the Auto Industry," National Automobile Association, Nashville, Tennessee, 1998.
- "Leading the Organization Toward a Culture of Quality," Mead Executive Conference, The Aspen Institute, Queenstown, Maryland, May 1991.
- "Education in the Principles and Practice of Democracy," Alliance of Universities for Democracy, Budapest, Hungary, November 1990.
- "Report on United Nations STAR (Senior Technical Advisory Recruitment) Contract," United Nations Development Programme in China, Beijing, China, January 1990.
- "Strategizing Progress . . . Southeastern Partners Leading the Way Into the 21st Century," The Employment and Training Leadership Conference, Peachtree City, Georgia, February 1988.
- "The Future of the South: Halfway Home, A Long Way to Go -- Where Along the Way is Tennessee?," 35th Annual Governor's Conference on Economic and Community Development, Nashville, Tennessee, December 1987.
- "Revision: Focusing on a New Identity," Louisiana Architects Association, Baton Rouge, Louisiana, October 1987.
- Higher Education and State Government: Partners for Economic Development, Boise, Idaho, October 1986.
- Economic Outlook for Tennessee, Nashville Economic Outlook Conference, December 1984, 1982, 1981.
- "Similarities between the Findings of the National Commission on Excellence in Education and UTK," Oak Ridge Rotary, September 1983.
- "Ethics and International Trade," Committee on Ethics in the Professions, UTK, May 1983.
- "Professional and General Education in the Next Decade," Association of American Colleges, Baltimore, MD, April 1983.
- "A Dean's Perspective of University Development Activities," Pennsylvania State University, Summer 1982.
- "Potential for Private Secondary Enrollments in the Southeast," Private Postsecondary Schools Association, 1982.
- "Supply Side Economics and Third World Countries," National Institute for Development, Bangkok, Thailand, August 1981.
- "The Carter Presidency: Leadership from a Matriarchal Culture," Wilton Park Conference Center, Sussex, England, 1976.

Funded Research

- Project Director of \$5,000 Metropolitan Life Grant, "Business and the Arts," Grant Period

1978-1980.

- Project Director of \$100,000 grant from the Hardwood Dimension Manufacturers Association, Grant Period 1973-1976.

Research Project Publications

- "Future Trends in the Furniture Industry," (Research Report #2), Center for Business and Economic Research, The University of Tennessee, Knoxville, March 1975.
- "LIFO Practices in the Dimension Industry," (Research Report #3), Center for Business and Economic Research, The University of Tennessee, Knoxville, Tennessee, March 1975.
- "Future Impact of Technology on Dimension Manufacturers," (Research Report #4), Center for Business and Economic Research, The University of Tennessee, Knoxville, February 1975.
- "A Potential Investor's Economic Overview of the Dimension Industry," (Research Report #1), Center for Business and Economic Research, The University of Tennessee, Knoxville, March 1974.

UNIVERSITY SERVICE

- University Taskforce on Restructuring, 1999
- Task Force on Race Relations, 1987-1988
- Dean of Liberal Arts Search Committee, 1985
- Dean of Communications Search Committee, 1985
- Chair, Campus Telecommunications Network Committee, 1984-85
- Delegate to American Academic Council Task Force on Redefinition of the Baccalaureate Degree, 1984
- Vice Provost for Research Search Committee, 1984
- Committee for Administrative Evaluations, 1984
- UTK Task Force (Assessment of University's Mission), 1983
- Dean of Admission and Records Search Committee, 1983
- University Long-Range Planning, 1982-1987
- Committee on Educational Outcomes, 1982-83
- Vocational Technical Educational Committee, 1982-83
- Dean of Engineering Search Committee, 1980
- Chairman Advisory Board, Transportation Research Center, 1980
- Advisory Committee on General Education Curriculum Review, 1980
- President, UTK Faculty Club, 1979-80
- Home Economics Dean Search Committee, 1979
- Chancellor's Financial Exigency Planning, 1979-80
- Deans Representative to Faculty Senate, July 1976-August 1977, September 1979-August 1980, September 1981-August 1982
- University Council, 1977-79
- Board of Deans, 1976-2000
- Committee for Quality of Undergraduate Programs, 1975-76
- Festival of Learning Committee, 1975-76
- Bicentennial Committee, 1975-76

ACADEMIC AFFILIATIONS

- Member, Continuing Accreditation Committee, American Assembly of Collegiate Schools of Business (AACSB), 1980-83, 1985-Chaired Accreditation Studies for following:

- University of Wisconsin-Madison
- University of Indiana
- University of Missouri
- University of North Carolina-Chapel Hill
- University of Maryland
- University of Omaha
- University of Utah
- Board of Judges, Institute for Administrative Research, 1977

ACADEMIC POSITIONS

- University of Tennessee Professor
- Faculty Research Fellowship - Department of the Navy, Summers of 1972 and 1973
- University of Southern California - Visiting Lecturer of Information Systems, Summer 1969
- University of Alabama - Instructor, 1968-1969

SELECTED ACCOMPLISHMENTS—STATE OF TENNESSEE, COMMISSIONER OF FINANCE & ADMINISTRATION

- Act as chief operating officer of the state of Tennessee
- Prepare expenditure budgets for all departments totaling \$22B.
- Monitor progress toward the departments' goals established through the planning process
- Represent the governor to the legislature in all matters regarding the budget, including working with the Speaker of the House, the Speaker of the Senate, and the legislative leadership of both parties
- Present the budget and appear before various committees
- Serve as a member of or chair various boards that approve expenditures for budgets that range from insurance to capital projects

SELECTED ACCOMPLISHMENTS—STATE OF TENNESSEE, COMMISSIONER OF EMPLOYMENT SECURITY

- Managed a department of 1,900 positions, a \$50 million annual budget, a \$325 million insurance trust fund, and developed a strategy for the state to take maximum advantage of the decision by General Motors to locate its \$3.5 billion Saturn facility south of Nashville
- Provided liaison between a variety of both domestic and foreign firms, state's higher education institutions, and various state departments.
- Served as a member of a three person cabinet task force to develop and lobby for passage of a ten year, \$3 billion highway program, enacted 1986
- Proposed new partnerships between education and state government to enhance economic development
- Passed a legislative package to provide better support for the state's labor force
- Streamlined the department by introducing communication technology, closing offices, and reducing staff in response to the Gramm-Rudman budget reductions
- Redesigned state employer data file to demonstrate how micro-policy made by the state can assist economic development.
- Served as a member of the Tennessee Torts Reform Commission.

CORPORATE BOARDS CURRENT AND FORMER

- Healthways, Inc., Member of Audit Committee, October, 1991-Present
- Clayton Manufactured Homes, Inc., Chair of Audit Committee, August 1993 to 2002
- O'Charley's, Inc. Chair of Audit Committee, November, 1990-2000
- The Promus Companies, Inc., 1995-2000
- Saks 5th Avenue Inc., Chair of Audit Committee and Member of Governance Committee, 1986-Present

COURT APPEARANCES

- Chattanooga - witness in \$300 million lender liability case, 1990
- Knoxville - witness for Nucleus on minority stockholder suit, 1989
- Delaware - witness for Berkline Corporation regarding a class action suit, 1988

FEDERAL BOARDS

- The Federal Reserve Board (Nashville Branch) 1982-1987

COMMUNITY SERVICE

- Freedom Quilting Bee, a rural cooperative established during the civil rights movement, Selma, Alabama, 1967-69
- Obtained corporate support for five community/campus art exhibits
- Board Memberships
 - Knoxville Museum of Art, 1999-2000
 - Tennessee Humanities Council, 1986-1994
 - Knoxville Chamber of Commerce, 1985-1988
 - Leadership Knoxville, 1985-Present
 - St. Mary's Hospital, 1985-1991
 - University Research Corporation, 1985-1990
 - Knoxville Symphony, 1981-1990
 - Business Trust for the Arts, Knoxville, co-founder, 1980-1982
 - Webb School of Knoxville, Vice Chairman - 1981-83; Chairman 1984; Chairman of successful \$1,200,000 fund drive 1983
 - United States Commerce Department's U.S. Pavilion Residual Use Committee, 1982
 - Campus Chest Co-Chair, 1981-82

B. JAMES DAWSON, Ed.D.

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Harrogate, TN 37752
Office Phone (423) 869-6391
e-mail: james.dawson@lmunet.edu

EDUCATION

Indiana University, Bloomington, Indiana: Ed.D. Higher Education Administration, 1984
University of Evansville, Evansville, Indiana: M.A. Guidance and Counseling, 1970
University of Evansville, Evansville, Indiana: B.A. Sociology, 1967

EMPLOYMENT HISTORY

August 2009-Present **COO/Chancellor, Lincoln Memorial University, Harrogate, Tennessee**

The Chancellor/Chief Operating Officer (COO) is responsible for planning, budgeting, coordinating, supervising, and evaluating personnel and programs for all non academic areas within the University. The Chancellor/COO shall be responsible for the efficient, equitable and effective management of all administrative divisions including Human Resources, Athletics, University Advancement, Operations, Finance and the DeBusk College of Osteopathic Medicine. Additionally, the incumbent is responsible to provide management and oversight for construction activities on campus, including both in-sourced and outsourced.

July 2002-June 2009 **President, Coker College, Hartsville, South Carolina**

The President serves as the Chief Executive Officer reporting to a thirty-one member Board of Trustees. Coker College is a private non-denominational liberal arts institution with an enrollment of 1,200 students. The Chief Executive Officer has responsibility for the day-to-day operation of the College. Four Vice-Presidents and an Executive Assistant report directly to the President. The President serves as the liaison with all external constituents.

*July 1995-
June 2002*

President, Tennessee Wesleyan College, Athens, Tennessee

The President serves as the Chief Executive Officer reporting to a twenty-eight member Board of Trustees. Tennessee Wesleyan College is a private liberal arts institution with an enrollment of 750 students. The College is historically affiliated with the United Methodist Church. The Chief Executive Officer has responsibility for the day-to-day operation of the College with major emphasis on new academic program development, budgetary management and fund-raising. The President also serves as the liaison with both state and federal legislative bodies.

1988-1995

Fort Hays State University, Hays, Kansas

Vice President for Student and Institutional Development (July 1993-August 1995)

The Vice President for Student and Institutional Development is responsible for the administration of institutional development including oversight of Annual Fund Development, Deferred Giving, Capital Campaign, Alumni Relations, Admissions, Financial Aid, Registrar, Residential Life, International Student Services, Counseling and Psychological Services, Non-traditional Student Services, Testing, Drug, Alcohol and Wellness Education, Career Counseling, Placement, Health Services, Academic Support, Disabled Student Services, Student Government, Food Service, Student Organizations, Student Leadership Development, and Peer Education. The Vice President reports to the President and is part of the Central Management Team.

Vice President for Student Affairs, Fort Hays State University, Hays, Kansas (1988-93)

1972-1988 ***University of Evansville, Evansville, Indiana***

Vice President for Student Development (1984-1988)

Dean for Student Development (1981-1984)

Director of Financial Aid (1972-1981)

1970-1972 ***Madisonville Community College, Madisonville, Kentucky***

Coordinator of Student Services

1967-1970 ***University of Evansville, Evansville, Indiana***

Admissions Counselor

1966 ***Supervisor, Indiana Boys' School***

PUBLICATIONS AND SELECTED PRESENTATIONS

"Roll Out the Barrel," an address to the CASE Regional Meeting, February 2005.

A President's Perspective From the Field, an address to the National Forum for Senior Administrators, the National Conference for Drug and Alcohol Education sponsored by U. S. Department of Education, November 2001.

Dawson, J. et al. (1997), Be Vocal, Be Visible, Be Visionary, The Higher Education Center Presidents Leadership Group, Newton, Mass.

"The Greek System: A President's Perspective," an address to the National Fraternity Administrators Meeting, 1996.

"A Campus or a Dream?" an address to the National Interfraternity Institute, Indiana University, 1996.

"Is Current Management Theory Applicable?" an address to the National FIPSE Training Conference, 1993.

"A Historical Review Related to the Development of Theme Weeks in Student Personnel Work," presented at the tenth anniversary celebration of National Collegiate Alcohol Awareness Week, October 1993.

"Assessing Effective Drug and Alcohol Programs," presented at the National Training Conference for National Collegiate Alcohol Awareness Week, September 1991.

"If You Are Going to Make a Difference You Must Care," an address to the Associated Students of Kansas, September 1991.

"Establishing A National Student Organizational Network," a presentation at the National Fund for the Improvement of Postsecondary Education Grantee Meeting, October 1991.

"The Good, the Bad, and the Ugly: Using Computerization in the Registration and Academic Advising Process," a presentation to the Midwest Association of Academic Advisors, 1990.

“Restructuring Financial Aid in the State of Kansas,” presented to the Kansas Legislative Educational Planning Committee, October 1990.

Edited: “A Programming Manual for Alcohol Awareness Week,” published and revised annually for 1990, 1991, and 1992.

“Public/Private Competition,” a report to the Kansas Board of Regents, November 1990.

“Developing Alternative Funding Sources--Grant Writing Methods,” a workshop presented to Region IV-West, the National Association of Student Personnel Administrators, November 1989.

“People Don’t Care How Much You Know Until They Know How Much You Care,” an address to the Kansas High School Counselors’ Association, 1988.

“The Young Bugler From Solitude,” a chapter contributed to the book, Was It Yesterday? Indian University Press, 1978.

“The Leadership of a State Association,” an article presented to the Midwest Association of State Presidents of Financial Aid Administrators.

“The Net Price Differential to Attend a Public or Private Institution of Higher Education in 1982”--unpublished dissertation.

PROFESSIONAL AND PERSONAL AFFILIATIONS

- Board of Directors, Hartsville Area Chamber of Commerce
- Board of Directors, Pee Dee Area Boy Scouts Council
- Chair, Council on Ministries, Wesley United Methodist Church
- Board of Directors, Hartsville Rotary Club
- Vice Chair, Board of Directors, BACCHUS and GAMMA, Peer Education Network
- Charter Member of The President’s Leadership Group, an organization of college and university presidents created by the Higher Education Center of the U. S. Department of Education to address issues associated with drug and alcohol education
- Peer Evaluator for the Southern Association of Colleges and Schools
- Chair, Carolinas Virginia Athletic Conference
- Chair, South Carolina Independent Colleges and Universities Presidents’ Council
- Chair, Legacy Entrances Committee to Hartsville

RECOGNITIONS

- 2001 Man of the Year – Athens, Tennessee
- 2006 Distinguished Alumnus – University of Evansville
- 2007 Distinguished Alumnus – Indiana University School of Education

CONSULTATION

I have provided consulting on the following topics to institutions of higher education, proprietary institutions, state governments, and the federal government:

- The Financing of Higher Education
- Financial Aid Administration

- Drug and Alcohol Education
- Federal, State, and Private Grant Administration

TEACHING EXPERIENCE

- Fort Hays State University: Taught one graduate course in counseling each year and supervised one student teacher per semester.
- University of Evansville: Taught a Leadership course once per year.
- Madisonville Community College: Taught University Foundations, a required course each semester for entering freshmen.
- Research Graduate Assistant in Sociology at Indiana University and the University of Evansville.

ACCOMPLISHMENTS AS PRESIDENT OF COKER COLLEGE

- Successfully completed a \$23 million capital campaign
- Completed a renovation project that transformed the landscape and safety of the campus and associated buildings
- Completed the construction of a new 40,000 square foot Library-Information Technology Center
- Proposed the reorganization of the Board of Trustees to increase efficiency
- Realized enrollment increases allowing for annual increases in budget resources
- Renovated a library facility to become an apartment-style residence facility

ACCOMPLISHMENTS AS PRESIDENT OF TENNESSEE WESLEYAN COLLEGE

- Turned an \$800,000 deficit into a budget with surpluses in two years
- Established an organizational structure that is efficient and greatly reduced top-level management positions.
- Created a program to increase enrollment by 43% over a four-year period.
- Renovated three major buildings on campus with private funding.
- Completed a \$10 million dollar capital campaign in three years with over \$11 million dollars raised.
- Created a technology plan for the campus to be implemented over a three-year period--running one year ahead in implementation.
- Negotiated a joint nursing program with Fort Sanders Hospital in Knoxville, Tennessee.
- Initiated a plan for apartment style housing on the campus and created a unique funding mechanism to achieve the creation of the apartment complex.
- Reorganized the Board of Trustees to become more national in scope.
- Initiated a review of the general education requirements with a focus on creating flexibility for students in all majors including professional programs.

ACCOMPLISHMENTS AS VICE PRESIDENT OF STUDENT AFFAIRS, FORT HAYS STATE UNIVERSITY

- Served as Chairperson for a statewide task force that designed a comprehensive financial aid program for public and private institutions in the state of Kansas. Recommendations of the task force were approved by all governing units and presented to the legislature for appropriate action.
- Served as a member of a statewide committee to address the issue of public/private competition. Recommendations of the committee have been implemented.
- Worked in conjunction with the Council of Deans to develop a comprehensive approach to student retention.
- Reorganized the Student Affairs staff to enhance services and reduce costs.

- Implemented a system of program review for each unit within the Division of Student Affairs.
- Developed a plan to increase enrollment, which yielded a growth of over 900 students in four years. Total enrollment for fall 1988 was 5,000; fall 1991 at 5,700; fall 1993 at 5,800; with an anticipated enrollment for fall 1995 at 6,000.
- Redefined the residential life programs including food service delivery to increase occupancy in the residence halls and reduce deficits within the unit. Residential living units are now at full occupancy and the operation is fiscally sound.
- Served as a member of the National Collegiate Athletic Association Foundation Committee to develop a Life Skills Program for Athletes.
- Developed a student leadership program in conjunction with the College of Arts and Sciences.
- Created a consortium involving all community colleges in western Kansas to enhance the delivery of student services and the transition from the community colleges to Fort Hays State University.
- Helped create a computerized registration process that has decentralized the functions of registration. Registration now occurs as a part of the academic advising process.
- Developed a cooperative effort with student government leadership to create a student fee supported bond issue for the renovation of the student union, the football stadium, and track and field facilities.
- Helped create the City Commission which addresses town/gown relationships.
- Created a minority student work force to help recruit under-represented populations on campus.

ASSUMPTION OF ADDITIONAL RESPONSIBILITIES AS VICE PRESIDENT OF INSTITUTIONAL DEVELOPMENT AT FORT HAYS STATE UNIVERSITY

- Completed the CASE Summer Institute for Educational Fund Raising - Dartmouth College.
- Involved in the completion of a \$20 million capital campaign.
- Reorganized the administrative structure to combine responsibility for student affairs and institutional development.
- Developed a more sophisticated computer assisted donor tracking system.
- Involved student organizations in an effort to enhance the annual telephone fund drive.

REFERENCES

- Dr. Edward H. Hammond
President – Fort Hays State University
600 Park Street
Hays, Kansas 67601-4099
785-628-4231
ehammond@fhsu.edu
- Dr. Charles Ambrose
President – Pfeiffer University
PO Box 960
48380 US HWY 52N
Misenheimer, NC 28109
Chuck.ambrose@pfeiffer.edu

- Dr. Patricia G. Lincoln
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Coker College
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Hartsville, SC 29550
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President & CEO
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803-397-7732
klear@sc.edu
- Ms. Regina Mayfield
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Athens, TX 37371-1189
423-334-9241

Dr. Sherilyn R. Emberton

EDUCATIONAL PREPARATION

Doctor of Education (1999) Texas A&M University-Commerce

Master of Education (1981) Stephen F. Austin State University

Bachelor of Science in Education (1979) Stephen F. Austin State University

HIGHER EDUCATION ADMINISTRATIVE EXPERIENCE

Lincoln Memorial University, Harrogate, Tennessee (2007-current)

Vice President for Academic Affairs (2007 – current)

- Oversight of
 - 5 academic schools (Arts & Sciences, Business, Education, Nursing, and Health Sciences)
 - Office of Research, Grants and Sponsored Programs
 - Academic Services
 - Office of Institutional Research and Accreditation
- Member of the President's Cabinet
- Chair the Academic Council and Deans and Department Chairs
- Member of the SACS Reaffirmation Leadership Team
- Oversee the University's development of the Quality Enhancement Plan

LeTourneau University. Longview, Texas (1999- 2007)

Associate Vice President for Academic Affairs (2005-current)

- Faculty Development
 - Oversee the Center for Excellence in Teaching and Learning as a virtual resource for university faculty and staff development.
 - <http://www.letu.edu/cetl>
 - Developer of Leadership LeTourneau.
<http://www.letu.edu/opencms/opencms/Portal/cetl/fac-dev/leadership.htm>
 - Lead the New Faculty Seminar series
 - Chair, Academic Leaders Meetings-university school deans and department chairs
 - Organize and lead all faculty workshops and development programs
- New Program Development

EMBERTON 2007 CANDIDATE-VPAA

- Developed and currently administer Project JumpStart.
<http://www.letu.edu/opencms/opencms/Academics/JumpStart/>
- Designed and implemented the TEACH program.
<http://www.letu.edu/opencms/opencms/future-students/SGPS/TEACH/>
- Designed, implemented and currently oversee the PACT program.
<http://www.letu.edu/opencms/opencms/future-students/SGPS/teacher-cert/>
- Designed and implemented the MBA in Educational Leadership.
- <http://www.letu.edu/opencms/opencms/future-students/SGPS/MBAEL/overview.html>
- Designed and implemented BBM in Aviation
<http://www.letu.edu/opencms/opencms/future-students/SGPS/accelbbma/index.jsp>
- Designed the Bachelor of Psychology degree to be offered as an online adult degree program (scheduled for implementation Fall 2007)
- Designed the Bachelor of Business Management in Information Systems (scheduled for implementation Fall 2007)
- Summer School
 - Oversee all university courses during summer on-campus and distance learning terms
 - Responsible for marketing and promotion of summer school programs
- Continuing Studies
 - Oversee the Office of Special Programs which houses institutional non-credit course programs and offerings.
http://www.letu.edu/opencms/opencms/_Academics/continuing-studies/
- Summer Camps
 - Oversee the summer camp offerings for approximately 100 academic and athletic K-12 camps
 - Direct the East Texas Summer Pre-AP Institute for regional K-12 educators
- Instructional Technology
 - Oversee the areas of Instructional Technology and Media Services
 - Responsible for planning and maintaining inventory of all campus instructional media technology and services
- Distance Learning
 - Responsible for oversight of all web-based and interactive video conference programs and course offerings
- **Dean, School of Education (2001-current)**
 - Member of the President's Administrative Leaders, Academic Council, Academic Leaders Council, Dean's Council
 - Responsible for the oversight four academic departments and a postbaccalaureate program:
 - Department of Teacher Education
 - Department of Kinesiology
 - Department of Psychology
 - Department of Interdisciplinary Studies

EMBERTON 2007 CANDIDATE-VPAA

- Postbaccalaureate Accelerated Certification for Teachers
- **Chair, Department of Teacher Education (1999-2001)**
 - Member of the Academic Council
 - Direct supervision for all educator preparation efforts:
 - Coordinator of Field Experiences
 - Certification Officer
 - Title II Coordinator
 - ASEP Administrator

Texas State Technical College. Marshall, Texas (1997-1999)

- Director of Applied Learning Projects
 - Responsible for the oversight of the THECB grants awarded to TSTC-Marshall in the areas of applied methodology
 - Led the Texas Applied Methodology Advisory Council
 - Partnered with Texas Eastman to produce the *Applied Learning Video*

ADDITIONAL PROFESSIONAL WORK EXPERIENCE

Owner, Lael Incorporated (1987-1996)

- Eureka Realty
- Lael Leasing and Property Management
- University Apartment Locators
- Kountry Kitchen

P-12 Teacher/Administrator (1980-1986)

- Central Independent School District
- Center Independent School District
- Grace Academy

UNIVERSITY TEACHING EXPERIENCE

Master Faculty (1998 to present) LeTourneau University, School of Graduate and Professional Studies

- Masters Program in Educational Leadership
- Undergraduate and Postbaccalaureate Teacher Education Programs

Associate Professor (recommended rank of Professor, fall of 2007) LeTourneau University, School of Education

- Undergraduate Teacher Education Programs

EMBERTON 2007 CANDIDATE-VPAA

Adjunct Doctoral Faculty (2004 to present) University of Phoenix, School of Advanced Studies

- Doctoral Program-Leadership

HIGHER EDUCATION PROFESSIONAL SERVICE

- Member of the Knoxville Higher Education Forum (2007)
- Member of the Southern Association of Chief Academic Officers Organization (2007)
- Member of the Dean's Council/CAO's for Tennessee Independent Colleges and Universities Association (TICUA) (2007)
- Vice-President, Texas Teacher Educators (2005+); President, (2007)
- Executive Board, Consortium for State Organizations of Texas Teacher Education (2006+) <http://www.csotte.org/>
- Editorial Review Board, The International Colleges of Christian Teacher Educator (2005+) <http://www.icctejournal.org/ICCTEJournal/aboutjournal/reviewers>
- President - Education Deans of Independent Colleges and Universities in Texas (EDICUT)(2004-2006); Vice-President(2002-2004)
- Chair, Legislative Committee for the Texas Association of Colleges of Teacher Education (TACTE) (2001-2007); Member, TACTE Professional Awards Committee (2003+)
- Secretary, Texas Directors of Field Experience (TDFE) (2001-2003); Chair, Texas Student Teacher of the Year Award Committee(2002-2003)
- Editorial Review Board, Texas Teacher Educators (TTE) *The Forum* (2004-2007)
- President, East Texas Phi Delta Kappa (PDK)(2003-2004); Vice-president (2002)
- Vice-President, Piney Woods Reading Council (2003, 2004)
- Member, Texas Association of Certification Officers (TACO)
- Member, Texas Alternative Certification Association (TACA)
- Member, American Association of University Women
- Member, American Association of Teacher Educators (ATE), planning committee 2008-2009
- Member, National Association of Female Executives

HIGHER EDUCATION PROFESSIONAL HONORS AND AWARDS

- Selected to speak on legislative panel with the Honorable Royce West TACTE Spring Conference 2007
- Selected Who's Who in American Colleges and Universities 2004, 2006
- Selected by the Texas Association of Colleges of Teacher Education to receive the *Outstanding Leadership Award* for 2004
- Selected as LeTourneau University's *Robert H. Selby Teaching Scholar Award* 2004
- Selected to attend the 2004 *Coalition of Christian Colleges and Universities (CCCU) Faculty Development Leadership Academy*

EMBERTON 2007 CANDIDATE-VPAA

- Testified for the quality of Texas educator preparation programs for the Texas Senate Committee on Public Education (2003); State Board of Education (2004)
- Nominated to provide testimony against the changed in educator certification to the State Board for Educator Preparation (2003)
- Selected to attend the 2002 *Coalition of Christian Colleges and Universities (CCCU) Women in Leadership Institute*. Bellingham, WA.
- Winner of the 2001 *Shining Star Award* for service at LeTourneau University
- Selected to be a member of the *State Board for Educator Certification Oversight Team* for 2002
- Awarded *John O. Stephens Outstanding Alumnus Award* from Stephen F. Austin State University for 1985
- Member of the *Region VII Education Service Center Gifted and Talented Advisory Council*
- Member of the Texas Education Agency regional advisory group for the Texas Beginning Educator Support System (TxBESS)

HIGHER EDUCATION PRESENTATIONS AND PUBLICATIONS

- Emberton, S. (2008) *New Program Initiatives at Lincoln Memorial University*. LaFollette Rotary Club, LaFollette, TN
- Emberton, S. (2007) *Marketing is All About Perspective! - An Innovative Program Approach*. TACTE Dean's Spring Retreat. Austin, Texas.
- Emberton, S. (2007) *Integrating the Leadership Distinctives in the Online Classroom*. Online Faculty Conference. Center for the Excellence in Teaching and Learning. www.letu.edu/cetl
- Emberton, S. (2006) *Leadership and Gender*. Center for the Development of Leadership. Fall Leadership Symposium Series. Longview, TX.
- Emberton, S. (2006) *Developing an All-Institutional Faculty Development Plan*. Christian Adult Higher Education Association National Conference. Branson, MO.
- Emberton, S. (2006) *Shaping a Destiny for His Service*. President's Advisory Council Spring Seminar. LeTourneau University. Longview, Texas.
- Emberton, S. (2005) *Educator Quality*. State Panel on Teaching Excellence. Senate Committee on Public Education. Austin, Texas.
- Emberton, S. (2005) *Active Learning for the College Classroom*. Fall Faculty Workshop, LeTourneau University. Longview, Texas.
- Emberton, S. (2004). *Strengthening Collaborative Intra-institutional Partnerships to Promote Lifelong Learning: The PACT Approach!* Partnering Using Best Practices National CTE Conference, George Fox University, Newberg, OR.
- Emberton, S. (2004). *Rebuttal To Mr. Windham's A MODEST STEP TOWARD COMPETITIVE TEACHER CERTIFICATION*. Retrieved from: <http://www.educationnews.org/rebuttal-to-mr-windham.htm>
- Emberton, S. (2004). *A Virtual Approach to Teacher Certification: An Exploration of Online Delivery to Assist P-12 Schools in Meeting Teacher Requirements for No Child Left Behind*. Session presenter, 2004 Stop Surfing Start Teaching National Conference, Orlando, FL

EMBERTON 2007 CANDIDATE-VPAA

- Emberton, S. (2003). *Differentiated Instruction for the Middle and Secondary School Classroom*. Workshop facilitator, New Teacher Institute-Region VII ESC, Kilgore, TX.
- Dennis, G. & Emberton, S. (2003). *Going the Distance in Teacher Certification: An Exploration of Online Delivery*. (CD-ROM). Conference Proceedings, 10th Annual Conference on Distance Learning. Austin, Texas.
- Emberton, S. (2003). *Educator Preparation: A Value-Added Approach*. Session presenter, Consortium of State Organizations for Texas Teacher Education (CSOTTE). Fall conference, San Antonio, TX.
- Emberton, S. & Jacobs, W. (2003). *Designing Effective Lessons for the College Classroom*. Seminar presenters, LeTourneau University fall 2003 Faculty Training Workshop.
- Emberton, S. (2003). *Motivation, Opportunity, and Circumstances*. Guest lecturer, Heritage Week, Lon Morris College. Jacksonville, TX.
- Emberton, S. (2003). *Teacher Education at LeTourneau University*. Guest speaker, Longview Partnership. Longview, TX.
- Emberton, S. (2002). *Postbaccalaureate Accelerated Certification for Teachers Program (PACT)*. Presenter, Texas Higher Education Coordinating Board 18th Annual Conference on Retention and Recruitment Strategies. Spring conference. Austin, TX.
- Emberton, S. (2002). *The Texas Teacher Shortage*. Lead presenter. Conference on Texas Teacher Recruitment and Retention. LeTourneau University. Longview, TX.
- Emberton, S. (2002). *Building Collaborative Partnerships to Promote Lifelong Learning: The PACT Approach!* Christian Adult Higher Education Conference (CAHEA). Minneapolis, MN.
- Emberton, S. (2001). *Little is Much When God is in it!* Guest lecturer, Leadership Institution Symposium Series. Longview, TX.
- Emberton, S. (2001). *Trends in Teacher Certification*. Guest lecturer, Kilgore College. Kilgore, TX.
- Emberton, S. (2000). *SBEC and the New Certificate Structure*. Guest presenter, Phi Delta Kappa. Pine Tree Independent School District. Longview, TX.
- Emberton, S. (2000). *Establishing an Initial Reading Program at an IHE*. Guest presenter, Piney Woods Reading Council. Spring Hill Independent School District.
- Emberton, S. (2000). *Parents and Schools: A Working Partnership*. Presenter, Association of Texas Professional Educators fall conference. Longview, TX.
- Emberton, S. (1999). *Integrating Applied Learning Methodologies in a Two-Year Postsecondary Core Curriculum*. MNI Company: Ann Arbor, MI.
- Emberton, S. (1999). Book Review: *New Paradigms (Journal of Program and Organization Development, Vol 16, No. 3, Winter 1999.)*
- Emberton, S. (1999). *Final Detailed Report: Postsecondary Integration of Applied Methodology Project*. Texas Higher Education Coordinating Board: Austin, TX.
- Emberton, S. (1999). *Applied Methodology Video Project*. Texas Eastman Kodak Training and Media Division. Longview, TX.

COMMUNITY SERVICE

- Leadership Longview, Member (2005)

EMBERTON 2007 CANDIDATE-VPAA

- East Texas Literacy Council- Executive Board Member, chair- Annual Doodles and Desserts event (2003, 2006+)
- Greater Longview Organization of Business and Education, Board Member (2004+)
- Longview Partnership, Education Committee- Member (2002+)
- Longview Economic Development Corporation, 20/20 Task Force on Education (2001)
- Longview Community Theatre, Member (2001, 2006)

RAY E. STOWERS, D.O.
6965 Cumberland Gap Parkway
Harrogate, TN 37752
Office: 423.869.7077

**PROFESSIONAL
OCCUPATION**

*Lincoln Memorial University-
DeBusk College of Osteopathic Medicine – Harrogate, Tennessee*
Vice President and Dean, 2005-Present

*Oklahoma State University Center for Health Sciences
College of Osteopathic Medicine – Tulsa, Oklahoma*
Associate Dean for Rural Health, 2004-2005
Associate Professor for Family Medicine, 1999-2005
Director, Oklahoma Rural Health Policy and Research Center, 2001-2005
Director, Division of Rural Health, Department of Family Medicine, 1999-2005
Director, Osteopathic Medical Education Consortium of Oklahoma
(OMECCO), 2003-2005

Family Medicine Clinic, Inc.
Medford, Oklahoma
Solo practice, family physician for rural medically underserved areas
1974-1999, founded first rural health clinic of Oklahoma

**AREAS OF
PROFESSIONAL
EXPERTISE**

*Issue and Organizational Management
Policies Development on health care issues including:*
Physician Payment
Graduate Medical Education
Physician Manpower
Physician Liability Insurance
Improving Access to Health Care Delivery
Interdisciplinary Health Care Delivery
Preventive Medicine
Addictionology
Rural Health Care Policy
National keynote speaker and lecturer:
(over 50 presentations given in the last five years)

**PROFESSIONAL
ORGANIZATIONS**

American Osteopathic Association
Member, AOA Board of Trustees, 2000-Present
Chairman, Taskforce on Affiliate Relations, 2005-Present
Chairman, Department of Professional Affairs, 2004-2005
Vice-Chair, Bureau of Professional Education, 2003-2004
Member, Council of Federal Health Programs, 1994-Present
Secretary, Osteopathic Political Action Committee, 1999-Present
Chairman, Litigation Fund Task Force, 2003-2004
Oklahoma Delegate, House of Delegates, 1980-Present
Member, AMA Relative Value Update Committee, 1992-1997
Chairman, RUC Facilitator Committee, 1992-1997
Represented the medical profession regarding coding and reimbursement issues; served on
RBRVS Cross-specialty Committees and HCFA Refinement Panel
Liaison, for American College of Osteopathic Family Physicians
Regarding reimbursement and certification legislation and managed care, 1994-present
Advisor, AOA Division of Socio-Economic and Government Relations, 1998-present
Member, AMA Relative Value Update Committee, 1992-1997

Chairman, RUC Facilitator Committee, 1992-1997
Represented the medical profession regarding coding and reimbursement issues:
Served on RBRVS Cross-specialty committees and HCFA Refinement Panel
Chairman, OMT Coding Task Force, 1993-2000
Chairman, Joint Committee on Quality and Reimbursement, 2005-Present
Consultant, to AOA Division of Payor Relations, 1995-1997
Advisor, Task Force on Physician Credentialing, 1997-2000
Chairman Building Fund Campaign, 1993-1994
Member, Committee on Health Related Policies, 1993-1994
Member, AOA House of Delegates Reference Committee, 1985-2000
Member, Committee Health Care Delivery Systems, 1996-1998
Member, Committee Socio-Economic Affairs, 1998-2005
Member, Taskforce on Certification Reentry, 2003-Present
Chairman, Department of Government Relations, 2006-2007
Member, Committee on Membership, 2006-2007
Member, Bureau of Finance, 2006-2007
Chairman, Finance Committee, 2007-2008
Member, Litigation Fund Committee, 2006-2007
Member, Executive Committee, 2006-2008
Chairman, Department of Research, Quality, & Public Health, 2007-2008
Chairman, Board Reference Committee, 2007-2008

American Osteopathic Information Association

Board of Trustees, Secretary, 2000-Present
Technical Advisory Committee, 2000-Present

American College of Osteopathic Family Physicians

Past President & Board Member, Oklahoma Chapter, 1982-Present
Chairman, Committee Socio-Economic Affairs, 1996-2000
Member, Board of Trustees, 1996-2000
Member, Convention Program / Site Committee, 1992-2000
Distinguished Fellow, 2004
Fellow, 1988
Certification, 1981
Member, Managed Care Committee, 1994-1996
Member, Marketing / Public Relations Committee, 1991-1997
Member, Preceptor Committee, 1990-1997
Member, Taskforce on Certification Reentry, 2003-Present
Member, Audit Review, 2008-2009
Member, CEE Subcommittee: Residency Program Development and Reform, 2008-2009
Member, Committee on Federal Legislation, 2008-2009

American Telemedicine Association

Member, 2005-present

Oklahoma Osteopathic Association

Member, Third Party Reimbursement Committee, 1991-Present
Founder & Member, Physicians Recovery Committee,
1987-present
Founded first physician recovery program in Oklahoma
For D.O.s, M.D.s, and D.D.S.s; unit provided rehabilitation for more than 300 doctors over 8
years. Committee received International Award for Rehabilitation Procedure.
President, 1990-1991
Member, Board of Trustees, 1980-1992
Member, Bureau of Legislation & Oklahoma Osteopathic Political Action Committee, 1987-Present
Sponsored legislative receptions, drafted legislation Regarding Certification issues.
Chairman, Continuing Medical Education Committee, 1984-1989
General Convention Chairman, 1989

Convention Program Chairman, 1988
Chairman, Budget Bureau, 1988-1989
Member, Bureau on Physician Grievance, 1987-1989
Member, Bureau on Legislation, 2005-present
Member, Bureau on Managed Care and Physician Reimbursement, 2005-present
Member, Bureau on Professional Liability Insurance, 2005-present
Member, Committee on Physician Health, 2005-present

Tennessee Osteopathic Medical Association

Member, 2005-present
Board Member, 2007-present

National Advisory Council for Rural Health Works

Member, 2003-Present

Northwest Oklahoma District Osteopathic Association

President, 1982
Board Member, 1978-1993
Member, 1974-1999

Tulsa Osteopathic Medical Association

Member, 1999-present

Oklahoma Education Foundation for Osteopathic Medicine

Board Member, 1987-1994
Oversaw the awarding of educational grants to osteopathic medical students;
conducted fundraising activities.

Oklahoma State University College of Osteopathic Medicine (pre-employment)

Chairman, Advisory Council, 1988-1999
Advised the Dean on faculty development, the institution's financial operations
and strategic planning.
Adjunct Professor, Department of Family Medicine, 1978-1999
Designed preventive medicine curricula for medical school.
Rural Family Practice Preceptor, 1975-1999

American Osteopathic Hospital Association

Member, 1985-1988

National Rural Health Association

Rural Health Policy Board, 2001-Present
Government Affairs Committee, 2001-2003
Member, 1996-present

Oklahoma Rural Health Association

Member, 1992-Present
Founder and Board Member, 1992-1996

Tennessee Rural Health Association

Member, 2005-present
Board Member, 2007-present

American Society of Addiction Medicine

Certification, 1991

American Academy of Sports Medicine

Member, 1983-1992

American Jogger Association
Member, 1983-1992

**FACULTY
ACTIVITIES**

Oklahoma State University Center For Health Sciences
President's Advisory Committee, 2004-2005
Strategic Planning Committee, 2003-2005
Academic Council, 2003-2005
College Cabinet, 1999-2005
Sponsor, ACOFP Student Chapter, 1999-2005
Continuing Education Committee, 1999-2005
Subcommittee Clerkship Curriculum
Faculty Senate
Member, 2001-2003
Sergeant-at-Arms, 2001
President Elect, 2002
President, 2003
Faculty Affairs Committee, 2001-2003
OMECO Board Member, 1999-2003
OGME Subcommittee, 1999-2003
Integrated Marketing Committee, 2005-2005
Telemedicine Steering/Strategic Planning Committee, 2005-2005

**ACADEMIC
ACCOMPLISHMENTS**

Oklahoma State University Center for Health Sciences
Faculty Development – feedback to preceptors
Ethics Curriculum Development
Family Medicine C Curriculum Development
CPX – Redesigned CPX evaluation system
Developed Database for Clerkship curriculum evaluation system
Development distance learning for all required Family Medicine Clerkships
Redesigned student performance evaluation
Coordinated the development of Rural Primary Care electives
Ongoing research projects participation:

- Mammography study
- Preceptor perception of student preparedness
- Educational research based on evaluations
- Competency based research

**HOSPITAL
AFFILIATIONS**

Enid Regional Hospital – Enid, Oklahoma
Chairman, Department of General Practice, 1982-1985
Medical Director, Drug and Alcohol Unit, 1989-1998
Chief of Staff, 1985-1988
Member, Quality & Assurance Peer Review Committee, 1988-1995

St. Mary's Hospital – Enid, Oklahoma
Member, Quality & Assurance Peer Review Committee,
Department of Family Practice, 1988-1999

Bass Memorial Hospital – Enid, Oklahoma
Member, Quality & Assurance Peer Review Committee,
Department of Family Practice, 1981-1999

Caldwell Hospital – Caldwell, Kansas
Member, Quality & Assurance Peer Review Committee, 1974-1999

**PROFESSIONAL
APPOINTMENTS**

Medicare Payment Advisory Commission
Commissioner, 2000-2006
Responsible for advising Congress on issues relative to health care delivery

Physician Payment Review Commission

Commissioner, 1995-1997

Responsible for advising Congress on issues relative to health care delivery

Governor's State Regents for Higher Education Taskforce on Physician Manpower

Member, 1987-1988

Analyzed and matched the manpower needs in the area of Oklahoma to educational needs of the state's training facilities

Board Member, 1982-1983

Taskforce advised governor in determining the health care manpower needs in Oklahoma; conducted extensive surveys and statistical analyses

U.S. Department of Health and Human Services

Reviewer, Rural Interdisciplinary Health Care Grants, 1993-1994

Oklahoma Physician Manpower Training Commission

Commissioner, 1991-2005

Commission acted as controller for state funded postgraduate education in Oklahoma; provided for family physicians residents receiving 100 percent stipend reimbursement from the state; matched residents with community needs; secured state funding for local medical schools to increase rural training sites

Chairman, 1995-1997, 1999-2002

Grant County Board of Health

Board Member, 1980-1999

Oklahoma Board of Child Abuse Examiners, State Department of Health

Member, 1990-1992

Oklahoma Foundation Peer Review

Board Member, 1989-1991

Oklahoma Task Force on Liability Insurance

Member, 1985-1987

Good Health Team, Inc.

Founder and President, 1985-1995

Designed a preventive medicine tracking program for doctor offices; program utilized in more than 200 physicians offices (both D.O. and M.D.) in the country

Family Medicine Clinics, Inc.

Founder and President, 1974-1999

Operated and managed five rural health clinics serving large area of Northern Oklahoma and Southern Kansas.

Fitness Center of Medford

Founder and Board Member, 1988-1990

Northwest Oklahoma Area Health Education Center

Board Member, 1985-1999

American Heart Association

Board Member, 2001-2005

Oklahoma Area Health Education Center

Board Member, 2001-2005

**PUBLICATIONS
AND
CONTRIBUTIONS**

- Medicare Payment Advisory Commission: Annual Reports to Congress MedPAC*
2001-2006
- Washington Updates and Reimbursement Update for ACOFP Publication*
Contributing author, 1995-2000
- Physician Payment Review Commission: Annual Report to Congress*
PPRC, 1996-1997
- Family Practice News Editorial Board*
1997-Present
- Osteopathic Manipulative Coding Manual*
American Osteopathic Association, 1993
- Technical Advisory Panel for the Project Hope Walsh Center for Rural Analysis*
Member, 1996-2000
- Practicing Physicians Advisory Council*
Delivered testimony, 1996
- The Good Health Team: An Approach to Comprehensive Health Care*
American Academy of Family Practice, 1987
- Physician Manpower and Medical Education in Oklahoma, 1999-2000*
"Executive Summary" Oklahoma State Higher Regents Report to the Governor, 1988
- Osteopathic State Divisional Societies and Practice Affiliates*
Keynote speaker, 1995-present

AWARDS

- Distinguished Public Service Award*
Oklahoma State University College of Osteopathic Medicine, 1994
- Alumnae Award of Distinguished Service*
University of Health Sciences College of Osteopathic Medicine, Kansas, 1996
- Outstanding Service and Appreciation Award*
Oklahoma Rural Health Association, Distinguished Service 2001
National Rural Health Association
Enid Memorial Hospital
Northwest District Osteopathic Society
Oklahoma Osteopathic Association
Boy Scouts of America
Medford Ambulance Service
Pond Creed Ambulance Service
Oklahoma Chapter of American College of Osteopathic Family Practitioners
American College of Osteopathic Family Physicians Lifetime Membership Award for
Outstanding Service, 2000
- Eagle Scout*
Boy Scouts of America

EDUCATION

- Tulsa Regional Medical Center - Tulsa, Oklahoma*
Rotating Internship, 1973-1974
- The University of Health Sciences College of Osteopathic Medicine - Kansas City, Kansas*
Doctor of Osteopathic Medicine, 1973

Phillips University - Enid, Oklahoma
Bachelor of Science, Bachelor of Arts, 1969

**OTHER
ACTIVITIES**

First Methodist Church of Medford - Chairman of the Board, 1987-1988
Medford Lions Club
Grant County Centennial Team
Medford Chamber of Commerce
Rodeo / Team Roping
Jogging
Flying
Draft Horses
Golf
R/C Aircraft

Kimberlee Bontrager
232 Lexingdale Drive
Orlando, Florida 32828
407-275-7728 (Home) 407-421-9998 (Cell) 407-660-1199 (Work)

PROFILE:

- Experienced member of executive management team with full responsibility for all accounting and financial functions.
- Active participant in decision making regarding strategic and operational direction of the company.
- Demonstrated ability to build and retain effective financial team.
- Successfully directed the implementation of internal control processes to adhere to Sarbanes Oxley rulings as required.
- Effectively managed information requirements for several IPO and acquisition attempts.
- Excellent communicator in both written and verbal formats to all levels of employees including Board of Directors and Investors.
- Direct annual budget cycle from creation of templates to analysis of results.
- Control monthly financial processing and reporting including recommending courses of action.
- Comprehensive experience in analyzing financial performance including forecasting based on trends and business decisions.

EMPLOYMENT:

SunGard Higher Education, Managed Services, Orlando, FL

1/97 – Present *VP, Finance and Controller.* Direct the activities of all accounting, financial and office management staff for company providing IT service solutions to the higher education market with approximately 100+ customers across the US. Growing the company from \$10M in revenue to an anticipated \$160M this year. Developed the financial staff from two accountants to our current staff of fourteen, including a Director of Finance and Planning, six Financial Analysts, an Accounting Manager and six Accountants. Control the monthly financial close and reporting process ensuring that results are managed to expectations. Determine and coordinate the creation of analytics to provide relevant data to assist senior management in managing the business. Management of pricing model for contracts with new and existing clients. Responsible for annual budget cycle including communication of process to line managers and results and trends to executive management. Develop and retain relationships with outside auditing firms with respect to annual financial audits, as well as taxes. Reporting directly to the President, Managed Services.

Key Successes:

- Directed and monitored the creation of all accounting functions from a manual system to a fully integrated electronic system.
- Wrote, implemented and enforced all initial accounting, expense, travel and relocation policies.
- Shortened monthly close cycle from three weeks to five days.
- Created monthly reporting package for senior management detailing financial and operational performance of all major areas of the company.
- Created forecasting models estimating financial performance by major area on a monthly and quarterly basis for the current and future years.
- Created pricing model for new clients documenting resources required, as well as, calculating revenue and gross margin.
- Managed all financial due diligence for acquisition of subsidiary.
- Lead the financial aspects of spinning off a portion of our business into a new entity on two different occasions.
- Participated annually in vendor negotiations for our employee health and dental benefits.
- Successfully managed cash balances of \$40M providing estimates of sources and uses, as well as, forecasts of monthly balances.
- Effectively lead the creation of financial requirements surrounding three IPO attempts and four acquisition attempts.
- Implemented internal control policies and procedures to meet Sarbanes Oxley requirements.
- Instrumental to recent SAP accounting software implementation through active participation in all phases from design through go-live and continuing with training and change management for employees and managers.

Kimberlee Bontrager, page 2

EDS/Newtrend, Orlando, FL

4/92 – 1/97 *Sr Financial Analyst*. Served as financial analyst for company earning \$100M in annual revenues while providing IT outsourcing and service bureau solutions to the banking community. Responsibilities included all areas of analysis, forecasting and budgeting. Managed a staff of five accountants. Reported to the Business Unit President.

General Electric/Genesis Relocation Division, Orlando, FL

4/87 – 4/92 *Sr Accountant*. Responsible for monthly closing processes, reconciliations, analysis, forecasting and cashflows. Reported to the Accounting Manager.

CERTIFICATION:

- **Certified Public Accountant**, Active in State of Florida since September 1997

EDUCATION:

- **MBA - Masters in Business Administration**, May 1998, University of Central Florida, Orlando, FL
- **BS - Bachelor of Science, Business Administration/Accounting**, December 1991, University of Central Florida, Orlando, FL
- **BS – Bachelor of Science, Communications**, May 1983, Central Michigan University, Mt Pleasant, MI

Cynthia L. Cooke Whitt

Personal Information

Address: Post Office Box 277, Rose Hill, Virginia 24281

Telephone: 276-445-4685

Husband: Jim Whitt, Former Assistant Superintendent of Lee County, VA, school system. Jim is a faculty member of LMU's J. Frank White Academy.

Academic Training

B.A. Lincoln Memorial University (Psychology) 1977

M.A. Lincoln Memorial University
(Educational Administration and Supervision) 1993

Other Academic Studies:

Foreign Study League – Europe and Asia

Clear Creek Baptist Bible College - Israel and Egypt

Liberty University

Southern Seminary

Work Experience

1999 – 2008 Vice President for University Advancement (Division name change)
Lincoln Memorial University
Harrogate, Tennessee 37752

Job Summary: The Vice President for University Advancement shall be responsible for the efficient, equitable and effective management of the University's total fund-raising efforts.

Duties and Responsibilities: *promote the mission of Lincoln Memorial University to all faculty, staff, students and to the community at large; *serve as primary liaison between the University and community; *direct the University's strategic fund raising process; *provide general staff support to the Office of the President; *direct the research and cataloging of all corporations determined to have an interest in LMU generally or its programs specifically; *research a selective group of foundations to include officers, trustees, directors and individuals associated with such foundations and write or have written proposals to each foundation which has matching interests with the University and its programs; *develop and maintain a working list of individuals who have a high potential for University support; *direct the research to determine potential support

Cynthia L. Cooke Whitt – Page 2

from alumni; *develop and implement a program directed at individuals who have a high potential for University support; *responsible for meeting the annual fund requirements as well as planning initiating capital campaigns and planned giving; *develop and administer a budget for the unit; *supervise preparation of brochures, pamphlets, articles, and letters that are required to achieve the fund-raising objectives; *complete required institutional and program accreditation reports and other reports necessary for the operation and advancement of the University; and *perform other duties as assigned.

1991-1999 Vice President for Alumni and Development

Duties and job responsibilities were the same as above.

1989-1991 Director of Alumni Affairs
Lincoln Memorial University
Harrogate, TN 37752

Job Summary: Responsible to organize a national network of alumni and friends for alumni services projects; implement an on-going program of activities, communications, special events and recognitions involving LMU alumni which will serve to engender loyalty and generous financial support.

Duties and Responsibilities: *promote the mission of Lincoln Memorial University to all faculty, staff, students and to the community at large; *coordinate national network of alumni and friends for student recruitment of alumni service programs through alumni chapter activities and phone-a-thons; *implement an on-going program of activities, communications, special events and recognitions involving Lincoln Memorial University alumni which will serve to engender strong loyalty and generous support for major gifts to include personal solicitations and direct mailings; *coordinate both on- and off-campus alumni programming; assist in all functions to ensure the success of annual Homecoming and Alumni College activities; *serve as adviser for the Student Alumni Association; *assist in coordinating a senior class project and encourage senior involvement in the National Alumni Association; *assist in coordinating

Cynthia L. Cooke Whitt – Page 3

The Senior Banquet; *complete required institutional and program accreditation reports and other reports necessary for the operation and advancement of the University; and *perform other duties as assigned.

1987-1989 Director of Public Relations
Lincoln Memorial University
Harrogate, TN 37752

Job Summary: The Director of Public Relations shall be responsible for effectively marketing and increasing the visibility of the University through the development, implementation, and coordination of internal and external public relations activities.

Duties and Responsibilities: *promote the mission of Lincoln Memorial University to all faculty, staff, students and to the community at large; *represent the University to various external sources, including news media and numerous community and governmental groups; *write and edit news releases, newsletter articles, and other communication vehicles; *execute a public relations and marketing strategy that includes long and short range marketing planning; *annual budget preparation and allocation of budget among promotional alternatives; *establish systems for the dissemination of material to appropriate media; *communicate with appropriate media to enlist their interest in publishing the University's news and features; *work with the Director of Admissions to determine appropriate markets for distribution of promotional materials; *work with the Director of Publications and Webmaster to develop a consistent and factual image of the University and to ensure that the University's procedures and policies are accurately represented in all promotional materials; *create and coordinate a monthly internal newsletter; write creative advertising copy for the University and its various departments; *create and update the news and information area on the University's website; *complete required institutional and program accreditation reports and other reports necessary for the operation and advancement of the University; and *perform other duties as assigned.

Responsible for coordinating all University advertising, publications, photographs services, news releases, radio and television promotions; served as Editor of the Alumnus Magazine which is published three times

Cynthia L. Cooke Whitt – Page 4

per year; (This 48-page magazine was produced camera-ready with the Macintosh II Computer); served as and instructor in the Kanto International Program, coordinator of the Speakers Bureau, and served as Director of the university singers and coordinated six directed study programs.

Previous Employment:

1983-1986 Clear Creek Baptist Bible College – Assistant to the President
1979-1983 Executive Director of the Middlesboro, Kentucky, Chamber of Commerce/Industrial Commission
1977-1979 Commercial Bank of Claiborne County, PR

Civic and Religious Activities

Vocalist for the Washington, D.C. Lincoln Commemorative Birthday Celebration on February 12, 2005 and 2004
Member, CASE – District III
Member, Delta Kappa Gamma
Member, Harrogate Garden Club and White Ricks Garden Club
Member and Adult Teacher, Jonesville First United Methodist Church
Former Red Cross Volunteer
Former Chair, Wilderness Road Girl Scout Fundraising Council
Former Board Member, Middlesboro Salvation Army
Business and Professional Career Woman of the Year– 1979 and 2005

SYDNEY AARON BECKMAN

DEAN AND PROFESSOR OF LAW
423.869.7768 • Sydney.Beckman@lmunet.edu

ACADEMIC EXPERIENCE

Lincoln Memorial University – Duncan School of Law

Founding Dean and Professor of Law
Knoxville, Tennessee

August 2008- Present

Charleston School of Law

Associate Dean for Academic Affairs
Assistant Professor of Law
Charleston, South Carolina
Courses: *Evidence, Domestic Relations; Technology and the Law*

January 2008 – July 2008
August 2005 – January 2008

Texas Wesleyan University School of Law

Adjunct Professor of Law
Fort Worth, Texas
Courses: *Marital Property; Family Law Seminar; Family Law Practicum*

January 2001 – May 2005

EDUCATION

Baylor University School of Law
Juris Doctor

May 1991

Stephen F. Austin State University
Bachelor of Arts (Major: Psychology; Minor: English)

August 1988

ACCOMPLISHMENTS AS FOUNDING DEAN

- Design and implement law school curriculum
- Create and manage start-up budget
- Create and manage 5-Year operating budget
- Hire inaugural faculty and initial staff
- Create law school policies and procedures
- Design classroom layouts and functionality
- Design classroom technology solutions
- Approval by the Tennessee Board of Law Examiners
- Implement complete integration of interactive technology throughout the curriculum

LAW SCHOOL SERVICE (at the Charleston School of Law)

Dean's Advisory Council	2008	Faculty Recruitment – Chair	2006 - 2008
Bar Performance – Chair	2006 - 2008	Faculty Recruitment	2005 - 2006
Dean Search Committee	2008	Facilities Committee	2008
Technology	2006 – 2008	Faculty Development	2007 – 2008
Admissions	2005 – 2007	Student Affairs – Chair	2005 – 2006
Graduation	2005 – 2007	Academic Affairs	2005 - 2006
Impact of Part-time / Evening Program – Chair	2008	Mock Trial Coach	2006 - 2007

JUDICIAL EXPERIENCE

Judge Pro Tempore
Municipal Court – City of Fort Worth August 2000 – March 2003

Visiting Associate Judge
Have served upon the request of District Judges
for the following courts: 231st; 233rd; 360th; and 325th

LEGAL EXPERIENCE

Goodman, Clark & Beckman November 2002 - August 2005
Arlington, Texas

Law Office of Gary L. Nickelson October 1993 - October 2002
Fort Worth, Texas

Law Office of Robert Stites October 1991 - October 1993
Fort Worth, Texas

CERTIFICATION

Board Certified – Family Law
Texas Board of Legal Specialization December 1996 – Present

COURSE DIRECTORSHIPS

Family Law Boot Camp August 2001; 2002; 2003
State Bar of Texas

Marriage Dissolution Institute May 2003 Institute
State Bar of Texas

PROFESSIONAL HONORS AND AFFILIATIONS

TURNING TECHNOLOGIES, INC. Two-year Term
Distinguished Educator 2009-2011

ELDON B. MAHON INN OF COURT
Friend of the Inn - Award Presented For Outstanding Service 2000 - 2001

Secretary	2003 - 2005	Treasurer	2002-2003
(Two Consecutive Terms)			
Barrister	1999 – 2005	Program Chair	1999-2000
Membership Chairman	2000 - 2002	Executive Committee	1999 - 2005
Membership Committee	1999 - 2002	Program Committee	1999 - 2001
Associate	1994 - 1998		

TARRANT COUNTY BAR ASSOCIATION

Solo & Small Firm Section Chair	2001 - 2002	Fee Arbitration Committee	2000 - 2005
Editorial Board	1999 - 2001	Publications Committee	1999 - 2001; 2004-2005
Bench/Bar Conf. Committee	1992 - 2005	Fund-raiser Committee	1999 – 2000

STATE BAR OF TEXAS - FAMILY LAW SECTION

Publications Cmmte. Co-Chair	2001 - 2003	Legislative Committee	2000 - 2005
Checklist Committee - Chair	2002 - 2003	Checklist Committee	1997 - 2003
Special Events Committee	2000 - 2001	Website Committee	2000 - 2001

TEXAS ACADEMY OF FAMILY LAW SPECIALISTS

Board of Directors	2000 - 2003	Website Committee	1998 - 1999
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TARRANT COUNTY FAMILY LAW BAR ASSOCIATION

Bylaws Committee	1996 - 1997	Member	1992 - 2005
------------------	-------------	--------	-------------

OTHER HONORS

Texas Super Lawyers	(Texas Monthly and Law & Politics)	2003, 2004
Martindale-Hubbell	(AV Rated)	
National Registry of Who's Who	(Life Member ~ 2000-Present)	
College of the State Bar of Texas	(Member ~ 1992-Present)	

CONTINUING LEGAL EDUCATION PLANNING COMMITTEES

5th Annual Family Law on the Front Lines University of Texas School of Law - C.L.E.	June 2005
--	-----------

Tarrant County Bar Association Bench Bar Conference XII	April 2005
--	------------

4th Annual Family Law on the Front Lines University of Texas School of Law - C.L.E.	June 2004
--	-----------

Advanced Family Law Course State Bar of Texas	August 2003
--	-------------

State Bar of Texas Speaker Training	May 2003
-------------------------------------	----------

Marriage Dissolution Institute State Bar of Texas	May 2002 May 2001
--	----------------------

Advanced Family Law Trial Skills West Texas Legal Services	August 2001
---	-------------

OTHER TRAINING

State Bar of Texas Speaker Training	1996; 1997; 2003
--	------------------

American Academy of Matrimonial Lawyers Post-graduate Family Law Course	July 1996
--	-----------

Dispute Resolution Services of Tarrant County Mediation Training Fort Worth, Texas	February 1992
--	---------------

Law School Publications and Presentations

BOOKS

- Evidence - A Contemporary Approach
Textbook
Co-Author with Prof. Susan Crump and Prof. Fred Galves
West Publishing
Fall 2009
- Logic Maps: Evidence
Course Supplement
West Publishing
Scheduled for Publication
Spring 2010

LAW REVIEW ARTICLES

- From CD to MP3: Compression in the New Age of
Technology - Overlooked Infringement or Fair Use
Gonzaga Law Review
April 2007
- Redefining Adultery in the Computer Age
Work in Progress
Not Yet Submitted for
Publication
- From CD to MP3: A look at 3rd Party Liability
Work in Progress
Not Yet Submitted for
Publication

CONTRIBUTIONS

- Smoke and Mirrors: An Escamateur as an Expert Witness
Contribution to *Magic and the Law: A Collection of Essays*
Carolina Academic Press
Edited by Prof. Christine Corcos
January 2010

PRESENTATIONS

- Goldilocks: Right sizing technology for the law school
Panel Discussion Member
Bricks and Bytes
American Bar Association
Rutgers Law School; Camden, NJ
Scheduled for Presentation
March 2010
- Emerging Technologies: Law School of the Year 2020
Panel Discussion Member
Bricks and Bytes
American Bar Association
Rutgers Law School; Camden, NJ
Scheduled for Presentation
March 2010
- Flashy Flash: Using Advanced Tools for Classroom Presentations
Appalachian College Association
Abingdon, VA
October 2009
- Implementation of Interactive Technology in the Classroom
Panel Discussion Member
Turning Technologies Annual Users Conference
Las Vegas, NV
October 2009
- TurningVision - Integration of TurningPoint into an Institution
Turning Technologies Annual Users Conference
Las Vegas, NV
October 2009
- Effective Classroom Presentations
Lincoln Memorial University – Faculty/Staff Conference
Harrogate, TN
August 2009

Cool Gadgets, Software and Utilities Every Faculty Member Must Have 2009 Conference for Law School Computing CALI Boulder, CO	June 2009
Using Electronic Responder Units for Student Engagement DeBusk College of Osteopathic Medicine Faculty Development Harrogate, TN	May 2009
Technology in the Classroom and Beyond... Campbell Law School Buies Creek, North Carolina	April 2008
Smoke and Mirrors: Qualification of an Escomateur as an Expert Witness Law, Culture and Humanities Conference U.C. Berkeley School of Law Berkeley, California	March 2008
Technology in the Classroom and Beyond... Co-Presenter with Gordon Russell Charleston School of Law Charleston, South Carolina	March 2008
SONIS Users Group Charleston, South Carolina	March 2008
Family Law Bar Review Lecture South Carolina Bar Review (now Bar/Bri) Columbia, South Carolina	July 2007
Effective Use of Clickers in the Classroom Co-Presenter with David Thompson Gonzaga Institute for Law School Teaching	June 2007
Integrating Feedback: Creating a Response Oasis in an IT Mirage Co-Presenter with Dean Gordon Russell CALI - The Center for Computer Assisted Legal Instruction University of Nevada, Las Vegas School of Law Las Vegas, Nevada	June 2007
Integrating Real-time Feedback in the Classroom with New Technology Co-Presenter with Dean Gordon Russell Charleston Connections The Citadel Charleston, South Carolina	May 2007
Family Law Case Update Speaker and Author South Carolina Bar Review Columbia, South Carolina	January 2007

Effective Use of Technology in the Classroom

AALS Mid-Year Meeting / New Ideas for Law School Teachers

Vancouver, British Columbia, Canada

June 2006

Effective Use of Technology in the Classroom

(Taking it to the Edge)

CALI - The Center for Computer Assisted Legal Instruction

Nova Law School, Florida

June 2006

Effective Use of PowerPoint in the Classroom

Faculty Colloquium

Charleston School of Law, South Carolina

February 2006

Professional Publications and Presentations

BOOKS AND TRIAL AIDS

- Federal Trial Objections - Quick Reference Card
National Institute of Trial Advocacy
October 2008
- O'Connor's Texas Family Law Handbook
Co-Author with Randall Wilhite
Jones McClure Publishing
Houston, Texas
August 2006
- O'Connor's Family Code Plus [Texas] (Sixth Edition)
Co-Author with Randall Wilhite & Joan Jenkins
Jones McClure Publishing
Houston, Texas
August 2006
- Texas Family Law: A Focus on Property Issues
Questions, Ideas & Outlines
Co-Authored with Heather King, Bruce Beverly and Randall Wilhite
Imprimatur Press
(Three-Volume Set)
August 2004
- Texas Family Law: A Focus on Children's Issues
Questions, Ideas & Outlines
Co-Authored with Heather King and Bruce Beverly
Imprimatur Press
Dallas, Texas
November 2002
- 2nd Printing
August 2002
- 1st Printing
- O'Connor's Family Code Plus [Texas] (1st through 5th Editions)
Author
Jones McClure Publishing
Houston, Texas
First Published:
August 2001
- Texas Family Law: Direct and Cross-Examination
Questions, Ideas & Outlines
Co-Authored with Heather King and Bruce Beverly
Imprimatur Press
Dallas, Texas
September 2001
- 2nd Printing
August 2001
- 1st Printing
August 2004
- 1st Update
- Family Lawyer's Essential Tool Kit 2000
Author
State Bar of Texas - Family Law Section (Updated annually through 2003)
April 2000
- The Basic Family Law Trial Manual
Co-Authored with Gary L. Nickelson
American Academy of Matrimonial Lawyers
March 2001

PAPERS, SPEECHES & ARTICLES

- Evidence
Houston Family Law Trial Institute
Houston, Texas
May 2009
- Unusual Evidentiary Issues in the Face of
New Technology
Speaker
Terry Carey American Inn of Court
April 2008

Evidentiary Issues in Civil Court Panel Speaker South Carolina Bar Association Annual Convention	January 2008
Effective Presentation of Your Case Speaker South Carolina Family Law Bar Association	November 2007
Evidentiary Issues in Bankruptcy Court Speaker and Author South Carolina Bankruptcy Law Association	September 2007
Asserting and Overcoming Hearsay Objections in the Electronic Age Speaker and Author University of Texas School of Law - Family Law on the Front Lines	June 2007
Evidentiary Pivot Points Speaker & Author South Carolina Bar Association - Annual Meeting	January 2007
Thinking About Appellate Issues When Trying a Family Law Case Speaker & Author South Carolina Family Law Bar Association	November 2006
The Art of CYA Speaker & Author State Bar of Texas - Advanced Family Law Course	August 2006
Preparation of Witnesses for Trial and Depositions Speaker and Author South Carolina Family Law Bar Association	November 2005
Effective Preparation for the Board Certification Exam Panel Member & Author State Bar of Texas - Advanced Family Law Course	August 2005
Discovery Techniques to Make Your Lives Easier Speaker & Author Fort Worth Paralegal Association	May 2005
Internet Searches for People and Assets Speaker & Author Tarrant County Bar Association - Bench Bar Conference XII	April 2005
Discovery Techniques to Make Your Lives Easier Speaker & Author Legal Assistant's University	September 2004
Effective Evidence: What Works, What Doesn't Work, and How To Get It In? Speaker & Author State Bar of Texas - Advanced Family Law Course	August 2004

Information Sources in the 21st Century: Big Brother is Watching Speaker & Author University of Texas at Austin - School of Law 4th Annual Family Law on the Front Lines	June 2004
The North, South, East, and West of Fundamental Litigation Techniques Speaker Only State Bar of Texas Annual Meeting	June 2004
Discovery for the Legal Assistance Speaker & Author Fort Worth Paralegal's Association	March 2004
Preparing Witnesses and Clients for Trial Speaker & Author State Bar College - Spring Training	March 2004
Ethics Speaker and Author Legal Services of North Texas - Family Law Course	October 2003
4th Annual Family Law Boot Camp Course Director & Moderator State Bar of Texas - Advanced Family Law Course	August 2003
Preparation of Witnesses for Trial and Deposition Speaker and Author State Bar of Texas - Advanced Family Law Course	August 2003
Techno-Lawyer Speaker and Author Texas Academy of Family Law Specialists - Trial Institute	January 2003
Drafting SAPCR Pleadings Speaker and Author State Bar of Texas - Advanced Family Law Drafting Course	December 2002
3rd Annual Family Law Boot Camp Course Director & Moderator State Bar of Texas - Advanced Family Law Course	August 2002
Economic Contribution: Methods of Proof Panel Member State Bar of Texas - Advanced Family Law Course	August 2002
Evidence: What's Out and What's In Speaker and Author State Bar of Texas - Advanced Family Law Course	August 2002
Creative Presentation of Your Case Speaker and Author State Bar of Texas - Marriage Dissolution Institute	May 2002
Spreadsheets and Other Computer Tools Speaker and Author State Bar of Texas - Advanced Family Law Drafting Course	December 2001

Effective Presentation of Your Case Speaker and Author Cameron County Bar Association	November 2001
Modification Issues: Conservatorship, Access & Support Speaker and Author State Bar of Texas - Advanced Family Law Course	August 2001
Legal Assistant's University State Bar of Texas	September 2001
Gregg County Family Law Council	October 2001
Initial Client Interviews Co-Presenter State Bar of Texas - Family Law Boot Camp	August 2001
2nd Annual Family Law Boot Camp Course Director, Moderator & Presenter State Bar of Texas - Advanced Family Law Course	August 2001
Stock Options - Who do they belong to and are they worth anything? Speaker and Author State Bar of Texas - Marriage Dissolution Institute	May 2001
Daubert Challenges Speaker State Bar of Texas - Ultimate Trial Notebook: Family Law	December 2000
Temporary Orders Co-Author State Bar of Texas - Ultimate Trial Notebook: Family Law	December 2000
1st Annual Family Law Boot Camp Course Director and Moderator State Bar of Texas - Advanced Family Law Course	August 2000
Demonstrative Evidence in the Family Law Courtroom Panel Chairperson and Co-Presenter State Bar of Texas - Advanced Family Law Course	August 2000
Trial Preparation and Planning Speaker and Author West Texas Legal Services, Advanced Family Law Trial Skills Seminar Fort Worth, Texas	June 2000
Using the Internet for Research and Marketing Co-Presenter and Co-Author State Bar of Texas - Marriage Dissolution Seminar	May 2000
To Divide or Not to Divide: What to Do With Unvested Stock Options . . . Author State Bar of Texas - Family Law Section Report Re-Published: Tarrant County Bar Association Monthly Bulletin	Winter 2000 - 1 April 2000

<p>May It Please the Court Co-Presenter and Co-Author with Group Eldon B. Mahon Inn of Court</p>	<p>March 2000</p>
<p>Ethical Considerations Speaker and Author Lorman Education Services, Children's Record's Law in Texas Dallas, Texas</p>	<p>March 2000</p>
<p>Family Law 'A Brown Bag' Seminar Course Director Tarrant County Bar Association Fort Worth, Texas</p>	<p>November 1999</p>
<p>Trial Preparation and Planning Speaker and Author West Texas Legal Services Domestic Violence Seminar Fort Worth, Texas</p>	<p>October 1999</p>
<p>Computers and the Internet Speaker State Bar of Texas - Advanced Family Law Course</p>	<p>August 1999</p>
<p>Characterization and Tracing Co-Author State Bar of Texas - Advanced Family Law Course</p>	<p>August 1999</p>
<p>Family Lawyer's Essential Tool Kit Co-Authored with Gary L. Nickelson State Bar of Texas - Marriage Dissolution Institute</p>	<p>August 1999 - 2nd Printing May 1999 - 1st Printing</p>
<p>Enforcement of Contractual Child Related Provisions in a Final Decree of Divorce Speaker and Author State Bar of Texas - Advanced Family Law Course</p>	<p>August 1998</p>
<p>Trial Preparation and Planning Speaker and Author West Texas Legal Services Family Law Seminar</p>	<p>May 1998</p>
<p>Handling a Divorce Involving a Law Practice Co-Authored with Larry Schwartz State Bar of Texas - Marriage Dissolution Institute</p>	<p>May 1998</p>
<p>Preparation of the Client as a Witness in a Temporary Orders Hearing, Depositions and Trial Co-Authored with Gary L. Nickelson State Bar of Texas - Advanced Family Law Art and Advocacy</p>	<p>December 1997</p>
<p>Secrets to the Certification Exam Speaker and Author State Bar of Texas - Advanced Family Law Course</p>	<p>August 1997</p>

<p>Effective Use of Computers in Your Law Office and Trial Practice Speaker and Author Amarillo Bar Association Amarillo, Texas</p>	<p>December 1996</p>
<p>Taming and Training Your Computer Speaker and Co-Author State Bar of Texas - Advanced Family Law Course</p>	<p>August 1996</p>
<p>Drafting to Defend Enforcement Co-Authored with Gary L. Nickelson State Bar of Texas - Advanced Family Law Drafting Seminar</p>	<p>December 1995</p>
<p>Temporary Orders Co-Authored with Gary L. Nickelson State Bar of Texas - Advanced Family Law Course</p>	<p>August 1995</p>
<p>Ask a Lawyer Author La Semana de Fort Worth Weekly Column for a Fort Worth Hispanic Newspaper</p>	<p>Aug. - Oct. 1995</p>
<p>Trying the Final Trial at the Temporary Hearing Co-Author State Bar of Texas - Marriage Dissolution Institute</p>	<p>May 1995</p>
<p>A Matter of Perspective Author Family Law Forum A Publication of the Texas Academy of Family Law Specialists</p>	<p>May 1995</p>
<p>Obtaining Child Support Outside the Guidelines Co-Authored with Gary L. Nickelson State Bar of Texas - Legal Assist. Division Advanced Family Law Seminar</p>	<p>August 1994</p>
<p>Special Child Support Problems (For Net Resources Below \$6000 Per Month) Co-Authored with Gary L. Nickelson State Bar of Texas - Marriage Dissolution Institute</p>	<p>May 1994</p>

CONTRIBUTIONS

<p>Checklists for Family Law (2nd Edition) Committee Chair Co-Author with Committee Members State Bar of Texas - Family Law Section</p>	<p>August 2003</p>
<p>State Bar of Texas - Small Firm Section Contributing Editor - Quarterly Section Report 2nd Quarter</p>	<p>2003 – Present</p>
<p>Expert Witness Manual: Volume I Contributing Author [Contributed portion of one chapter on Internet Research] State Bar of Texas - Family Law Section</p>	<p>August 2002</p>

Checklists 2 for Family Law

**Co-Author / Committee Member
State Bar of Texas - Family Law Section**

August 1999

Checklist & Checklists 2 for Family Law (CD-Rom Version)

**Co-Author / Committee Member
State Bar of Texas - Family Law Section**

August 1999

Checklists for Family Law

**Co-Author / Committee Member
State Bar of Texas - Family Law Section**

**August 1998
- 2nd Printing
August 1997
- 1st Printing**



The Economic Impact of Lincoln Memorial University on the State & Regional Economies

Prepared by:

Fred C. Eilrich

Assistant State Extension Specialist

Email: eilrich@okstate.edu

Gerald A. Doeksen

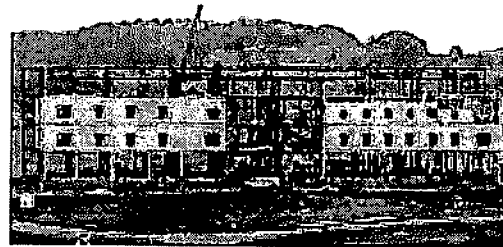
Regents Professor and Extension Economist

Email: gad@okstate.edu

Cheryl F. St. Clair

Associate State Extension Specialist

Email: cheryl@okstate.edu



**National Center for Rural Health Works
Oklahoma State University
Oklahoma Cooperative Extension Service
513 Ag Hall
Stillwater, OK 74078
Phone: 405-744-6083
Fax: 407-744-9835**

Website: www.ruralhealthworks.org

December 2007

**The Economic Impact of Lincoln Memorial University
on the State and Regional Economies**

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The Economic Impact of Lincoln Memorial University on the State and Regional Economies

EXECUTIVE SUMMARY

Everyone is aware that Lincoln Memorial University (LMU) provides an outstanding quality educational program to its students. However, many are not aware of the huge economic contributions that LMU makes to the State of Tennessee and to its primary impact region. The objective of this study was to measure the economic contributions that LMU provides to the state and region. The economic contributions are measured in employment, income (wages, salaries, and benefits) and retail sales.

The University creates economic impact from four different activities. These include activities from (1) operations, (2) construction projects, (3) student non-university spending, and (4) visitor spending. The annual operations of the University involve the number of employees and the resulting wages, salaries, and benefits paid. In FY 2007, the University had 437 full- and part-time employees and a payroll of \$17.9 million.

Construction activities occur only the year the construction occurs. In FY 2007, the University had over \$27.3 million in construction projects. This generates 298 full and part-time jobs and \$11.8 million in payroll.

Students spend money off campus for such items as housing, food, gasoline, entertainment, etc. It is estimated that students spend annually \$24.1 million. This creates 229 full or part-time jobs and \$9.4 million in payroll. Finally, visitors come to the campus and spend money in the region while visiting the campus. This was estimated at \$5.6 million in FY 2007. These expenditures created 91 full and part-time jobs with a payroll of over \$1.9 million.

Using a computer program developed specifically to measure the economic impact of the university, the study not only measured the direct economic contribution of the activities of the

University, but also calculated how many jobs and how much income were created in other businesses due to all of the activities of the University. The model was able to measure the economic impact of LMU on the State of Tennessee as well as in its primary impact region. The impact results for the state are presented in **Executive Table 1**.

University operations create 437 full and part-time jobs. This activity has an employment multiplier of 1.61 which means that for every job created by University operations, another .61 job is created in other businesses due to the University and the University's employees spending money. The total impact of the University operations was 704 jobs in FY 2007.

Likewise, the model can measure the economic impact of income (wages, salaries and benefits) on the economy. LMU paid \$17.9 million in payroll in FY 2007. The income multiplier is 1.54 which means that for every \$1 of income paid by LMU, another \$0.54 of income is generated in other businesses. Thus, the total income impact of LMU's payroll was over \$27.6 million. The model also estimates retail sales and sales taxes generated from this income. From the University operating activities, approximately \$8.6 million in retail sales was estimated and almost \$600,000 in state sales taxes collections.

When all of the activities were included, the total impact of LMU on the state's economy was 1,772 full and part-time jobs, \$68.2 million in income (wages, salaries and benefits,) \$21.2 million in retail sales and \$1.5 million in sales tax collections.

The model was also applied to what was identified as the primary impact region. This included three counties in Virginia, ten counties in Kentucky and 14 counties in Tennessee. The economic impact in the region was slightly less than the state impact. The bottom line is that LMU contributes greatly to the economies of the State of Tennessee and to its primary impact region. LMU is extremely important for educational reasons as well as economic reasons.

**Executive Table 1
Annual Economic Impact of Lincoln Memorial University on the State of Tennessee, FY2007**

Sector	Employment		Direct	Income Multiplier	Total Impact	Sales Tax	
	Direct	Multiplier				Retail Sales	7 Cent Tax
University	437	1.61	\$17,917,471	1.54	\$27,592,905	\$8,570,356	\$599,925
Construction	298	1.72	\$11,766,664	1.70	\$20,003,329	\$6,213,034	\$434,912
Student Spending ¹	229	1.85	\$9,383,928	1.83	\$17,172,588	\$5,333,806	\$373,366
Visitor Spending	<u>91</u>	1.44	<u>\$1,950,172</u>	1.76	<u>\$3,432,303</u>	<u>\$1,066,073</u>	<u>\$74,625</u>
TOTAL	1,055		\$41,018,235		\$68,201,125	\$21,183,269	\$1,482,828

¹Total expenditures include non-university spending only. Revenue from campus spending such as tuition, campus housing costs and books purchased at the campus bookstore are captured in LMU auxiliary revenue.

Source: Employment, spending and income data from LMU; Multipliers and coefficients from 2006 IMPLAN Data, Minnesota Implan Group Inc., Retail Sales data from Tennessee Department of Revenue, U.S. Department of Commerce Bureau of Economic Analysis.

The Economic Impact of Lincoln Memorial University on the State and Regional Economies

INTRODUCTION

Colleges and universities are many things to many people. Viewed through the lens of economics, however, they are key to the viability of local, state, regional and national economies. From this perspective, they are sources of jobs and income to their employees and students. They are also large consumers which create additional jobs and income to suppliers of materials, services, equipment and capital structures. They provide entertainment and cultural opportunities. They produce skilled labor, enhance the lifetime income of graduates and increase the productive capacity of the economy. They contribute to the fund of knowledge to the economy through extension and technology transfer activities. They also spin off and attract research and industrial enterprises (Appendix A.)

The objective of this study is to estimate the economic impact that Lincoln Memorial University (LMU) has on the economy. More specifically, the report will:

1. Present financial, student and other data reflecting LMU activities,
2. Measure the following economic impacts that LMU operation and construction activities as well as student and visitor spending had on the State of Tennessee economy through increased;
 - employment
 - wages, salaries and benefits
 - retail sales
3. Measure the following economic impacts that LMU operation and construction activities, as well as student and visitor spending had on the primary economic

impact region including parts of Tennessee, Kentucky and Virginia through increased;

- employment
- wages, salaries and benefits
- retail sales

RESEARCH METHODOLOGY

This report focuses primarily on the impacts on jobs and income (wages, salaries and benefits) created on an annual basis by the entire LMU system, its employees, its students, and its visitors to the campuses. A review of previous literature relative to impact studies is given in **Appendix A**. Data for this study are from FY 2006 - 2007. These impacts are concentrated on the local community, but also spill over to the surrounding counties and to the state. Much of the revenue is used to hire faculty, staff and maintenance employees. Most of the income provided directly through these jobs is spent and re-spent, creating additional jobs and income. As a result, the total number of jobs and the total income attributable to LMU are larger than the number of jobs and wages and salaries from the system itself. The revenue that is not used to hire employees is used to procure various goods and services. The businesses use this revenue to hire employees, pay salaries and purchase materials. This additional economic activity is called the multiplier effect.

To calculate the economic impacts noted above, a widely-accepted input-output model and data from IMPLAN were utilized to estimate the direct, secondary, and total impacts of LMU on the economy of the State of Tennessee and a primary impact region including parts of Tennessee, Kentucky and Virginia. The economic impact in this report

will be quantified as total employment including direct, secondary and total jobs and the associated wages, salaries and benefits. Detailed information on the model used in this report can be found in **Appendix B**. This study is directed by Dr. Gerald A. Doeksen, a renowned economist from Oklahoma State University, who is widely recognized for his research regarding economic impact studies of universities, health systems and industrial changes (**Appendix C**)

OVERVIEW OF LINCOLN MEMORIAL UNIVERSITY

Lincoln Memorial University (LMU) was chartered by the State of Tennessee on February 12, 1897, as a commitment to Abraham Lincoln's 1863 request to organize a university for the people of this area. The main campus, located on 1,000 wooded acres in Harrogate Tennessee, has 33 academic, administrative, and residential buildings. The current total enrollment including 11 extended sites in the surrounding area is over 2,700 undergraduate and graduate students. In addition, LMU recently completed construction of the new LMU DeBusk College of Osteopathic Medicine and its first class of 150 medical students started in August 2007. Today, LMU continues the mission of providing educational opportunities, developing community leadership and expanding economic and social forces within its region. By making educational and research opportunities available to students where they live and through various recreational and cultural events open to the community, LMU seeks to advance life in the Cumberland Gap area and throughout the region through its teaching, research, and service mission.

University Revenues

LMU finances its day-to-day operations with revenues derived from a variety of sources. In Fiscal Year 2007, the system's income exceeded \$37.6 million. Total

revenues for LMU by major funding source are shown in Table 1. LMU is a private university and therefore 81.6 percent (\$30.8 million) of the total revenues came from tuition and fees (Figure 1.) Student fees include registration, information technology,

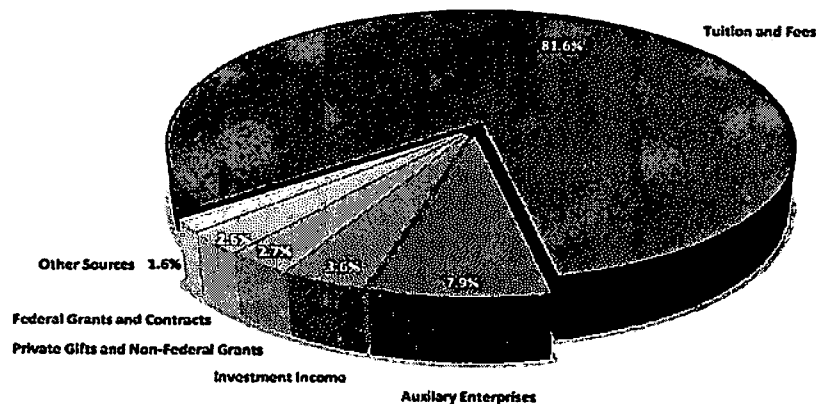
Table 1
Sources of Operating Revenues for Lincoln Memorial University, FY 2007¹

Source	Revenue	Percent
Tuition and Fees	\$30,768,711	81.6
Auxiliary Enterprises	\$2,977,629	7.9
Investment Income	\$1,338,361	3.6
Private Gifts and Non-Federal Grants	\$1,036,421	2.7
Federal Grants and Contracts	\$974,721	2.6
Other Sources	<u>\$597,272</u>	<u>1.6</u>
TOTAL Operating Revenue	\$37,693,115	100.0

¹Operating revenue does not include \$2,115,954 special purpose funds from private gifts that will be spent in future years as projects are approved.

Source: LMU financial reports

Figure 1
Sources of Operating Revenues for Lincoln Memorial University
Fiscal Year 2007



student activities, etc. The largest of the other sources was almost \$3 million from the auxiliary enterprises operated by the University such as dormitories, cafeteria and bookstore. Approximately \$1.3 million are derived from interest and dividend income from investments. The remaining \$2.6 million comes from grants, both federal and non-federal, private gifts and miscellaneous sources.

University Expenditures

Total expenditures for LMU by major funding use are given in Table 2. Just over \$11.8 million were spent in FY 2007 for instruction and research. A major part of these two fund uses was wages, salaries and benefits to faculty and professional staff.

Table 2
Total Expenditures by Funding Use for Lincoln Memorial University, FY 2007

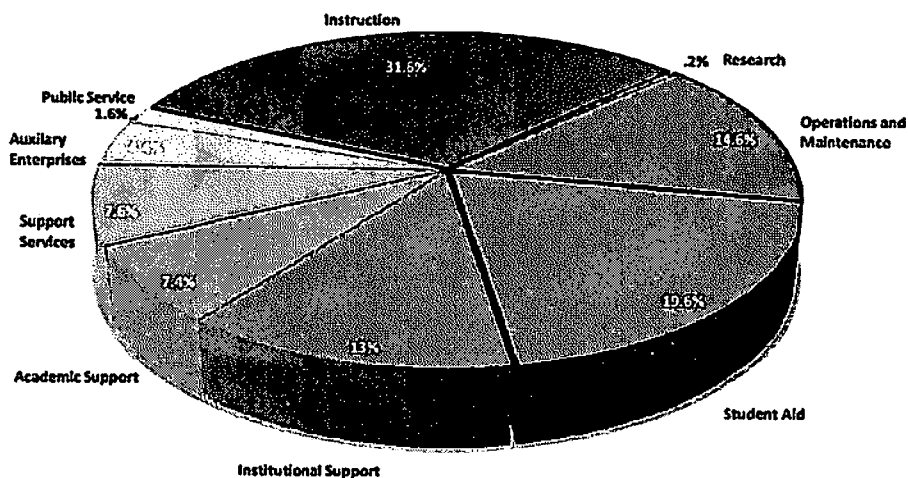
Funding Use	Expenditures	Percent
Instruction	\$11,765,098	31.6
Research	\$70,136	0.2
Operations and Maintenance	\$5,449,150	14.6
Student Aid	\$7,312,921	19.6
Institutional Support	\$4,837,176	13.0
Academic Support	\$2,759,075	7.4
Support Services	\$2,851,007	7.6
Auxiliary Enterprises	\$1,645,912	4.4
Public Service	<u>\$595,184</u>	<u>1.6</u>
TOTAL Expenditures	\$37,285,659	100.0

Source: LMU financial reports

Approximately, \$7.3 million was given to the students for assistance and \$5.4 million was spent for operation and maintenance. Expenditures for LMU totaled over \$37 million.

The pie chart in **Figure 2** illustrates the proportions of university expenditures by funding use. Instruction is the largest category utilizing 31.6 percent of total expenditures. Combined expenditures for academic support, institutional support and support services totaled 28.0 percent. Student aid expenditures including scholarships, and federal and state assistance was the second largest single funding use with almost 20 percent of the funds going toward student financial assistance. Nearly 65 percent of LMU students received some type of financial assistance. Another 14.6 percent of total expenditures were spent on operations and maintenance. LMU is a liberal arts college and although it offers research opportunities, the percent of funds going toward research (0.2) is relatively small as compared to research based universities.

Figure 2
Total Expenditures by Funding Use for Lincoln Memorial University
Fiscal Year 2007



Another way of analyzing university expenditures is by major spending category or total operating expenditures as shown in Table 3. Restricted funds are not included in total operating funds resulting in a slightly smaller total of \$34 million. More than half of the total operating expenses or \$17.9 million went toward employee wages, salaries and benefits.

Table 3
Total Expenditures by Category for Lincoln Memorial University, FY 2007

Fund Category	Expenditures	Percent
Employee Expenses		
Wages and Salaries	\$13,913,604	40.7
Student Wages	\$191,166	0.5
Related Expenses	<u>\$3,812,701</u>	<u>11.2</u>
Total Wages, Salaries and Benefits	\$17,917,471	52.4
Student Support	\$6,564,329	19.2
Supplies and Printing	\$919,319	2.7
Travel	\$788,699	2.3
Utilities	\$923,875	2.7
Communication	\$329,974	1.0
Advertising	\$417,781	1.2
Equipment	\$819,451	2.4
Insurance	\$608,443	1.8
Food Service	\$1,250,317	3.7
Other	<u>\$3,613,221</u>	<u>10.6</u>
TOTAL Expenditures	\$34,152,880	100.0

Source: LMU financial reports

LMU paid \$6.5 million of their unrestricted funds for additional student support. Food service costs were \$1.2 million. The cost of utilities was another major expense, and last year LMU spent over \$923,000. Typical operations require continuous purchasing of equipment. LMU spent \$819,000 on equipment in FY 2007. These expenses illustrate the demand for various services in the community and surrounding region which stimulate additional economic activity.

University Employment and Salaries

Employee expenses are detailed below in Table 4. There were 104 full-time and 59 part-time faculty and other professionals on the payroll in FY 2007. Wages, salaries and benefits for professionals totaled \$7.3 million. In addition there were 232 full and part-time staff and 42 students working for LMU during the last fiscal year. Total employee expenses for all LMU staff were \$17,917,471

**Table 4
Number of Faculty, Staff and Student Employees
Lincoln Memorial University, FY 2007**

Category	Full-time	Part-time	Wages Salaries Benefits
Professional	104	59	\$7,306,181
Staff	208	24	\$10,420,124
Student	<u>0</u>	<u>42</u>	<u>\$191,166</u>
TOTAL Employment	312	125	\$17,917,471

Source: LMU Academic Affairs

University Construction Expenditures

Construction was another important activity for LMU especially during FY 2007 when construction was completed on the new Lincoln Memorial-DeBusk College of Osteopathic Medicine. Approximately, \$30.5 million were spent on new construction and building improvements in the last two fiscal years (Table 5.) Construction operations impact the local community and surrounding region as contractors purchase building material and employ construction workers, many of whom travel from other towns and spend part of their wages on food, drink and lodging.

Table 5
Total Construction Expenditures for Lincoln Memorial University,
FY 2006 and 2007

Year	Dollars
Fiscal Year 2006	\$3,180,223
Fiscal Year 2007	<u>\$27,364,335</u>
TOTAL Construction Expenditures	\$30,544,558

Source: LMU financial reports

Student Enrollment and Non-university Spending

During the 2006-2007 academic school year, total student enrollment ranged from 2,981 in the fall to 2,758 in the spring semester. An estimated 1,494 students attended classes during the 2007 summer session. Slightly more than 50 percent of the total students enrolled in the Fall and Spring semesters are graduate professional students. A detailed listing by class of all the students attending LMU is given in Table 6.

Student spending can be a challenge to estimate due to the wide-range of spending patterns, number of commuter students and the varied student traffic associated

with 11 extended campus sites. Estimated total student spending is provided in **Table 7**. These costs represent only the non-university portion of student spending by full-time students. Tuition, fees, campus housing costs and a large portion of book purchases are paid directly to the university and will be captured through university revenues. This method was believed to best approximate student expenditures.

Table 6
Total Student Enrollment for Lincoln Memorial University
for School Year 2006-2007

Student Category	Fall 2006	Spring 2007	Summer 2007
Undergraduate			
Freshman	395	298	
Sophomore	312	289	
Junior	310	339	
Senior	309	330	
Unclassified	<u>68</u>	<u>60</u>	
TOTAL Undergraduate	1,394	1,316	176
TOTAL Graduate Professional	<u>1,587</u>	<u>1,442</u>	<u>1,318</u>
TOTAL Student Enrollment	2,981	2,758	1,494
TOTAL Full-Time Enrollment	1,310	2,068	1,048

Source: LMU enrollment statistics

Even though this method underestimates total student spending by the daily amount spent by part-time commuters, it also tends to overestimate spending by including some full-time students that commute. It was estimated that the 1,310 fall semester, full-time students spent almost \$7.8 million and the 2,068 students enrolled

full-time in the spring spent over \$13 million. The students enrolled full-time in the summer spent over \$3.0 million for a total of \$24.1 million for FY 2007.

Table 7
Lincoln Memorial University Student Non-university Spending
for School Year 2006-2007¹

Student Category	Fall 2006	Spring 2007	Summer 2007
Students Living in Campus Housing			
Full-time Students	375	375	0
Spending per Student	<u>\$2,793</u>	<u>\$2,793</u>	<u>\$1,128</u>
Total Student Spending	\$1,047,375	\$1,047,375	\$0
Students Living Off-Campus			
Full-time Students	935	1,693	1,048
Spending per Student	<u>\$7,205</u>	<u>\$7,205</u>	<u>\$2,893</u>
Total Student Spending	\$6,736,675	\$12,198,065	\$3,031,864
TOTAL Student Expenditures	\$7,784,050	\$13,245,440	\$3,031,864

¹Total expenditures include non-university spending only. Revenue from campus spending such as tuition, fees, campus housing costs and books purchased at the campus bookstore are captured in LMU auxiliary revenue.

Source: Based on proposed student budget available on LMU website,
<http://www.lmunet.edu>

Visitor Days and Spending

A university attracts a large number of visitors each year for various events and activities. Parents bring their sons and daughters to enroll, help them with their living arrangements and attend some of their activities. Alumni revisit the campus for athletic events and to attend banquets and other special events. In addition, several visitors are brought to the campus by administrators and faculty to attend conferences and other

miscellaneous meetings. Each time a visitor comes to campus, they spend money at the local restaurants and often buy gas before they leave. Some of the activities require an overnight stay which generates revenue for the local motels. These are all local expenditures that occur due to the university's presence. Data in Table 8 show that in FY 2007, the estimated 68,053 visitors to LMU spent almost \$5.6 million while participating in on-campus activities.

Table 8
Estimated FY 2007 Expenditures from Visitors to Lincoln Memorial University

Visitor Category	Visitors	Daily Spending	Total Expenditures
Student Visitors and Parent Activities	7,204	\$50	\$360,200
Alumni and Athletic Activities	37,401	\$100	\$3,740,100
University Activities	22,668	\$60	\$1,360,080
Faculty and Staff Visitors	780	\$143	\$111,540
TOTAL Visitor Expenditures	68,053		\$5,571,920

Source: Visitor days was obtained from LMU Enrollment Management and Student Services and estimated daily spending was based on University of Arizona research and estimates from LMU officials.

THE IMPACT OF LMU ON THE STATE OF TENNESSEE ECONOMY

As stated earlier, this report focuses on the economic impact as it relates to jobs and wages, salaries, and benefits resulting from activities associated with LMU. These activities are divided into the following categories:

1. Operation;
2. Construction;
3. Student Non-university Spending; and

4. Visitor Spending.

The previous section clearly documents that the direct activities of these categories are significant. However, this does not tell the complete story. Secondary economic impacts are created when LMU and its employees, construction firms and their employees, students, and visitors all spend money. These secondary benefits are measured by economic multipliers.

The Multiplier Effect

To further illustrate the multiplier effect, consider the opening of a new medical school. The medical school purchases goods and services from other businesses, and the dollars flowing to those businesses increase. Likewise, the medical school will hire employees who purchase goods and services locally. The purchases of the medical school and its employees will create additional jobs and wages and salaries throughout the local economy.

A multiplier from an input-output model such as IMPLAN can measure the effect created by an increase or decrease in economic activity. For example, an employment multiplier of 1.75 indicates that if one job is created by the medical school, then an additional 0.75 job is created in other businesses due to the medical school and employee spending. The model calculates employment and income multipliers.

Economic Impact from Operational Activities

The economic impact from activities related to operations is presented in **Table 9**. Employment (full and part time) and income (payroll including wages, salaries, and benefits) from operation activities were obtained from LMU. These activities occur every year. The University employed 437 full and part-time employees in FY 2007

(Table 4.) The higher education sector employment multiplier is 1.61. This means that for every job in the university, another 0.61 job is created in other business in the state. The secondary employment generated in the state from LMU is estimated at 267 jobs. The University had a total impact of 704 jobs in the State of Tennessee in FY 2007.

Data on the income from employees are also presented in Table 9. Data from LMU indicated that total income for the University is \$17.9 million. Using the higher education sector income multiplier of 1.54, LMU generated secondary income of \$9.7 million for a total of \$27.6 million.

Table 9
Employment, Income and Retail Sales Impact of Lincoln Memorial University on the State of Tennessee from Operational Activities, FY 2007

Category	Amount
Employment Impact	
LMU Employment	437
Higher Ed. Sector Employment Multiplier	1.61
Secondary Employment Impact	<u>267</u>
TOTAL Employment Impact	704
Income Impact	
LMU Income	\$17,917,471
Higher Ed. Sector Income Multiplier	1.54
Secondary Income Impact	<u>\$9,675,434</u>
TOTAL Income Impact	\$27,592,905
Retail Sales and Sales Tax Impact	
Retail Sales	\$8,570,356
Sales Tax (7%)	\$599,925

Source: Employment and income data from Lincoln Memorial University; 2006 IMPLAN Data, Minnesota Implan Group Inc., Retail Sales data from Tennessee Department of Revenue, U.S. Department of Commerce Bureau of Economic Analysis.

Income also has an impact on retail sales. The retail sales capture ratio can be used to estimate the impact of operational activities on retail sales. This ratio indicates the percent of personal income spent on items that generate sales tax. Data from the Tennessee Department of Revenue indicated that 31.06 percent of the income was spent in retail stores that collect state sales taxes. Thus it is estimated that \$8.6 million were generated in retail sales from operations. Given the current 7.0 percent state sales tax rate in Tennessee, an estimated state sales tax collection of \$599,925 occurred as a result of the retail sales from operational activities

Economic Impact from Construction Activities

LMU spends a significant amount on construction activities. This impact is often overlooked. It must be remembered that these impacts only occur during the year of construction and are not recurring. In FY 2006, LMU spent over \$3.0 million on construction projects and in FY 2007 the amount increased to over \$27 million (Table 10.) The construction of the new College of Medicine was the primary project.

**Table 10
Employment and Income Generated from LMU Capital Investment
Projects, FY 2006 and FY 2007**

Year	Capital Investment	Full-time and Part-time Employees	Wages, Salaries and Benefits
FY 2006	\$3,180,223	35	\$1,367,496
FY 2007	\$27,364,335	298	\$11,766,664

Source: LMU, 2007, 2006 Implan Data, Minnesota Implan Group Inc.

From IMPLAN, the statewide ratios for employment and wages generated per million dollars of construction were used to estimate employment and income for each

fiscal year. In FY 2007, the capital investment of over \$27 million was estimated to create 298 full and part time jobs and \$11.8 million in wages, salaries and benefits.

The total employment impact from LMU construction activities is presented in **Table 11**. The construction employment multiplier of 1.72 indicates that another 0.72 job is created in other businesses in the state due to each construction activities. Those jobs in other businesses are referred to as secondary jobs. The estimated secondary employment impact for FY 2007 was 215 jobs, making the total employment impact of 513 jobs from construction activities.

Table 11
Employment Impact of LMU from Construction Activities, FY 2006 and FY 2007

Year	Direct Employment	Construction Employment Multiplier	Secondary Employment Impact	Total Employment Impact
FY 2006	35	1.72	25	60
FY 2007	298	1.72	215	513

Source: 2006 IMPLAN Data, Minnesota Implan Group Inc.

The impact on income is presented in **Table 12**. The construction income multiplier is 1.70, which means that for each dollar of wages and salaries paid to construction workers, another \$0.70 of wages is generated in other businesses in the state. The secondary income for FY 2007 was \$8.2 million and the total income from construction activities was \$20 million. Retail sales are estimated at \$6.2 million with 7.0 percent sales tax generating \$434,912 from construction activities.

Table 12
Income, Retail Sales and Sales Tax Impact of Lincoln Memorial University on the
State of Tennessee from Construction Spending, FY 2006 and FY 2007

Year	Direct Income	Construction Income Multiplier	Secondary Income Impact	Total Income Impact	Retail Sales	Sales Taxes
2006	\$13,674,96	1.70	\$957,247	\$2,324,743	\$722,065	\$50,405
2007	\$11,766,640	1.70	\$8,236,665	\$20,003,329	\$6,213,034	\$434,912

Source: Construction data from Lincoln Memorial University; 2006 IMPLAN Data, Minnesota Implan Group Inc., Retail Sales data from Tennessee Department of Revenue, U.S. Department of Commerce Bureau of Economic Analysis.

Economic Impact of Student Non-university Spending

When students attend classes at the university, they spend money for housing, food, entertainment, etc. The money they spend locally, outside of the university, stimulates additional economic activity that in turn generates jobs and income in other businesses. Student non-university expenditures were estimated in the previous section. Using ratios of expenditures to employment and income from IMPLAN, the employment and income generated from non-university spending were estimated. **Table 13** contains the estimates.

Jobs created from student spending were estimated at 229. The employment multiplier for retail trade and services was utilized to measure the multiplier impact. The employment multiplier for this sector was 1.85. Thus, 195 secondary jobs were created in other businesses and the total employment impact from student spending was 424 jobs

Income generated from student expenditures was estimated at \$9.4 million. The income multiplier for retail trade and services was utilized to estimate the secondary income impact of \$7.8 million. The total income impact from student non-university

spending was \$17.2 million. This income generated \$5.3 million in retail sales and \$373,366 in state sales tax.

Table 13
Employment, Income and Retail Sales Impact of Lincoln Memorial University on the State of Tennessee from Student Spending, FY 2007

Category		Amount
Employment Impact		
Jobs from Student Spending		229
Retail Trade and Services Employment Multiplier	1.85	
Secondary Employment Impact		<u>195</u>
TOTAL Employment Impact		424
Income Impact		
Income from Student Spending		\$9,383,928
Retail Trade and Services Income Multiplier	1.83	
Secondary Income Impact		<u>\$7,788,660</u>
TOTAL Income Impact		\$17,172,588
Retail Sales and Sales Tax Impact		
Retail Sales		\$5,333,806
Sales Tax (7%)		\$373,366

Source: Student spending data from Lincoln Memorial University; 2006 IMPLAN Data, Minnesota Implan Group Inc., Retail Sales data from Tennessee Department of Revenue, U.S. Department of Commerce Bureau of Economic Analysis.

Economic Impact from Visitor Spending

LMU activities attract many visitors to the campus. These visitors spend dollars that contribute to the local economy. Data in Table 8 estimate that 68,053 visitors spent \$5.6 million in FY 2007. These data were converted to jobs and income based on ratios of expenditures to jobs and income from IMPLAN. The impact of visitor spending is presented in Table 14.

Jobs created in businesses due to visitor spending were estimated at 91. The employment multiplier of 1.44 estimated that 40 secondary jobs were created. The total impact on employment was 131 jobs generated due to visitor spending at LMU.

Income generated from visitor spending was estimated at almost \$2.0 million. The estimated secondary impact was \$1.5 million using the retail trade and services sector income multiplier of 1.76. This yielded a total income impact from visitor spending of \$3.4 million. This income resulted in retail sales of \$1.1 million and state sales taxes of \$74,625.

Table 14
Employment, Income and Retail Sales Impact of Lincoln Memorial University on the State of Tennessee from Visitor Spending, FY 2007

Category	Amount
Employment Impact	
Jobs from Visitor Spending	91
Retail Trade and Services Employment Multiplier	1.44
Secondary Employment Impact	<u>40</u>
TOTAL Employment Impact	131
Income Impact	
Income from Visitor Spending	\$1,950,172
Retail Trade and Services Income Multiplier	1.76
Secondary Income Impact	<u>\$1,482,131</u>
TOTAL Income Impact	\$3,432,303
Retail Sales and Sales Tax Impact	
Retail Sales	\$1,066,073
Sales Tax (7%)	\$74,625

Source: Visitor data from Lincoln Memorial University; 2006 IMPLAN Data, Minnesota Implan Group Inc., Retail Sales data from Tennessee Department of Revenue, U.S. Department of Commerce Bureau of Economic Analysis.

Summary of LMU Impacts on the State of Tennessee Economy

In summary, LMU's total impact as it relates to jobs, income, retail sales and sales tax on the State of Tennessee economy is presented in **Table 15**. Total estimate for FY 2007 was 1,055 direct jobs. When including the secondary impacts, the total employment impact was 1,772 jobs. The direct income activities were estimated at over \$41 million with the total income impact from LMU on the State of Tennessee of over \$68.2 million. These dollars resulted in \$21.2 million in retail sales and \$1.5 million in state sales taxes.

THE IMPACT OF LMU ON THE PRIMARY IMPACT REGION

Lincoln Memorial University is located on the extreme northern border of Tennessee. Thus, it was decided to measure the economic impact of LMU on its primary impact region. Most of the economic impact will occur in this region (**Figure 3**.) The region consists of three counties in Virginia, ten counties in Kentucky, and 14 counties in Tennessee as identified by LMU officials.

The methodology presented in the previous selection was utilized to estimate the economic impact of LMU on the impact region. Again, the study analyzed the impact relative to four activities. These include the economic activity resulting from LMU:

1. Operations;
2. Construction;
3. Student Non-university Spending; and
4. Visitor Spending.

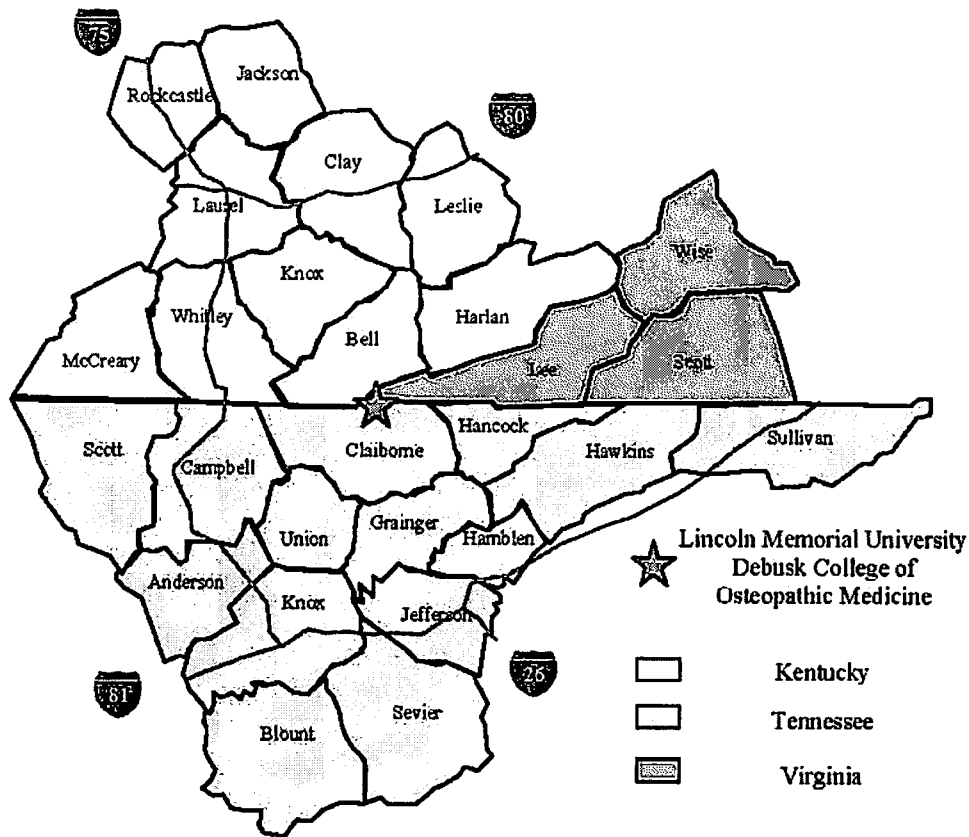
**Table 15
Economic Impact of Lincoln Memorial University on the State of Tennessee, FY2007**

Sector	Employment		Direct	Income Multiplier	Total Impact	Direct	Income Multiplier	Total Impact	Sales Tax	
	Direct	Multiplier							Retail Sales	7 Cent Tax
University	437	1.61	704	1.54	\$17,917,471	1.54	\$27,592,905	\$8,570,356	\$599,925	
Construction	298	1.72	513	1.70	\$11,766,664	1.70	\$20,003,329	\$6,213,0034	\$434,912	
Student Spending ¹	229	1.85	424	1.83	\$9,383,928	1.83	\$17,172,588	\$5,333,806	\$373,366	
Visitor Spending	91	1.44	131	1.76	<u>\$1,950,172</u>	1.76	<u>\$3,432,303</u>	<u>\$1,066,073</u>	<u>\$74,625</u>	
TOTAL	1,055		1,772		\$41,018,2.5		\$68,201,125	\$21,183,269	\$1,482,828	

¹Total expenditures include non-university spending only. Revenue from campus spending such as tuition, campus housing costs and books purchased at the campus bookstore are captured in LMU-DCOM auxiliary revenue.

Source: Employment, spending and income data from Lincoln Memorial University; Multipliers and coefficients from 2006 IMPLAN Data, Minnesota Implan Group Inc., Retail Sales data from Tennessee Department of Revenue, U.S. Department of Commerce Bureau of Economic Analysis.

Figure 3
Primary Impact Region for Lincoln Memorial University



Construction activity only occurs during the construction year, whereas the other activities occur every year. Since the same methodology was used as in the previous section, only the summary impact table is presented. Data relative to the employment, income, and retail sales are presented in Table 16.

LMU has 437 employees and the regional employment multiplier is 1.51. This means that for each job created at LMU, another 0.51 job is created in other businesses due to LMU and its employees spending money in the region. The total estimated employment impact from LMU operations was 660 jobs. The economic impact of

construction, student spending and visitor spending activities was also measured and yielded a total impact of 1,717 jobs in the region. Income for LMU operations was \$17.9 million. With the region's higher education sector income multiplier of 1.52, the total impact on income in the primary region due to operational activities was \$27.2 million. In total, when including all activities of LMU, the total income impact in the region was \$67.5 million.

The regional sales capture ratio will be smaller than the state due to purchases outside the region. By applying the regional sales capture ratio of 23.49 percent to the income impacts generated from all four activities, it was estimated that the impact on retail sales was over \$15.8 million of retail sales. Impact on sales tax collection was not estimated due to the different tax rates throughout the region.

When comparing the state impacts to the regional impacts, the impacts of LMU on the primary impact region is only slightly less than the impact on the entire State of Tennessee. These results illustrate that most of the spending activity occurs in the region and only a small proportion of the secondary impacts are generated beyond this region.

Summary of All LMU Impacts

LMU was started to provide additional educational opportunities for residents in the Cumberland Gap area. It has successfully met the challenges and goals since 1897 and continues to do so today with increased enrollment through expansion efforts at additional satellite sites. Everyone understands the tremendous educational contributions that LMU provides to the State of Tennessee and to its primary region. Often overlooked, is the economic impacts that a university such as LMU has on the state and surrounding region. When all activities were included, the total impact of LMU on the

state's economy was 1,755 full and part-time jobs, \$68.2 million in income, \$21.2 million in retail sales and \$1.5 million in state sales tax collections. This study clearly documents that LMU has a significant economic impact on both the State of Tennessee, particularly the immediate surrounding region.

**Table 16
Economic Impact of Lincoln Memorial University on the Primary Impact Region, FY2007**

Sector	Direct	Employment Multiplier	Total Impact	Direct	Income Multiplier	Total Impact	Retail Sales
University	437	1.51	660	\$17,917,471	1.52	\$27,234,556	\$6,397,397
Construction	298	1.70	507	\$11,766,664	1.68	\$19,767,996	\$4,643,502
Student Spending ¹	229	1.84	421	\$9,383,928	1.82	\$17,078,749	\$4,011,798
Visitor Spending	<u>91</u>	1.42	<u>129</u>	<u>\$1,950,172</u>	1.73	<u>\$3,373,798</u>	\$792,505
TOTAL	1,055		1,717	\$41,018,235		\$67,455,099	\$15,845,202

¹Total expenditures include non-university spending only. Revenue from campus spending such as tuition, campus housing costs and books purchased at the campus bookstore are captured in LMU-DCOM auxiliary revenue.

Source: Employment, spending and income data from Lincoln Memorial University; Multipliers and coefficients from 2006 IMPLAN Data, Minnesota Implan Group Inc., Retail Sales data from Tennessee Department of Revenue, U.S. Department of Commerce Bureau of Economic Analysis.

Appendix A

Review of Literature Relative to Impact Studies

Appendix A Review of Literature Relative to Impact Studies

For many years, researchers have been interested in quantifying the benefits, beyond the provision of degrees, of universities and colleges. One of the first detailed guides to measure the economic benefits of a college or university to the local community was requested by the American Council on Education (ACE) in 1968.^[2] Based on some previous impact studies, Caffrey and Isaacs identified four primary groups that generated economic activity through spending. These four categories were: 1. the college, 2. faculty and staff, 3. students, and 4. visitors to the college. They developed several models and sub-models to estimate the spending. These models have provided the foundation for numerous economic impact studies since and are still being adopted today. For example, the Association of American Medical Colleges has been measuring the economic impact of their member institutions on the individual states in which they were located for a number of years. The results are based on adaptations of the ACE models with the latest study completed in 2006.^[3]

Since the development of the ACE models, technology has simplified the process for deriving multipliers. The original ACE model depends upon numerous surveys to faculty, staff, students, local businesses and community residents and relies heavily upon proportional spending calculations to estimate indirect economic impact. It is a difficult model to implement and is less applicable to some colleges such as community colleges.^[4] The proportion of money spent locally can be difficult to estimate. More recently, computer models have been created utilizing input-output analysis that not only make estimating the multiplier effect more reasonable, but allow different multipliers to be created for local, regional or state impacts (Appendix B). Two frequently used

computer models are the Regional Input-Output Modeling System (RIMS II) published by the U.S. Bureau of Economic Analysis and MicroIMPLAN developed by the United States Forest Service. These computer models have been used to estimate the impact of universities, medical schools, hospital construction and physician clinics, just to name a few.^[5-11] For example, a detailed study estimating the impacts of the University of Arizona on the State of Arizona and Pima County Arizona was completed using the IMPLAN model.^[11] This study measured the impacts of university operations and construction, as well as student and visitor spending. In 2001, the National Association of State Universities and Land-Grant Universities surveyed its members for their most recent economic impact reports. They published a summary analysis based on data from 96 member institutions and 10 member university systems.^[12]

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Appendix B

Model and Data Used to Estimate Employment and Income Multipliers

Appendix B Model and Data Used to Estimate Employment and Income Multipliers

A computer spreadsheet that uses state IMPLAN multipliers was developed to enable community development specialists to easily measure the secondary benefits of the health sector on a state, regional or county economy. The complete methodology, which includes an aggregate version, a disaggregate version, and a dynamic version, is presented in Measuring the Economic Importance of the Health Sector on a Local Economy: A Brief Literature Review and Procedures to Measure Local Impacts (Doeksen, et al., 1997). A brief review of input-output analysis and IMPLAN are presented here.

A Review of Input-Output Analysis

Input-output (I/O) (Miernyk, 1965) was designed to analyze the transactions among the industries in an economy. These models are largely based on the work of Wassily Leontief (1936). Detailed I/O analysis captures the indirect and induced interrelated circular behavior of the economy. For example, an increase in the demand for health services requires more equipment, more labor, and more supplies, which, in turn, requires more labor to produce the supplies, etc. By simultaneously accounting for structural interaction between sectors and industries, I/O analysis gives expression to the general economic equilibrium system. The analysis utilizes assumptions based on linear and fixed coefficients and limited substitutions among inputs and outputs. The analysis also assumes that average and marginal I/O coefficients are equal.

Nonetheless, the framework has been widely accepted and used. I/O analysis is useful when carefully executed and interpreted in defining the structure of a region, the interdependencies among industries, and forecasting economic outcomes.

The I/O model coefficients describe the structural interdependence of an economy. From the coefficients, various predictive devices can be computed, which can be useful in analyzing economic changes in a state, a region or a county. Multipliers indicate the relationship between some observed change in the economy and the total change in economic activity created throughout the economy.

MicroIMPLAN

MicroIMPLAN is a computer program developed by the United States Forest Service (Alward, et al., 1989) to construct I/O accounts and models. Typically, the complexity of I/O modeling has hindered practitioners from constructing models specific to a community requesting an analysis. Too often, inappropriate U.S. multipliers have been used to estimate local economic impacts. In contrast, IMPLAN can construct a model for any state, region, county, or zip code area in the United States by using available state, county, and zip code level data. Impact analysis can be performed once a regional I/O model is constructed.

Five different sets of multipliers are estimated by IMPLAN, corresponding to five measures of regional economic activity. These are: total industry output, personal income, total income, value added, and employment. The total impact of a change in the economy consists of direct, indirect, and induced impacts. Direct impacts are the changes in the activities of the impacting industry such as the addition of another physician and corresponding medical staff to the medical service area. The increased purchases of inputs by the new physician clinic as a result of the direct impact are the indirect impact on the business sectors.

Two types of multipliers are generated. Type I multipliers measure the impact in terms of direct and indirect effects. However, the total impact of a change in the economy consists of direct, indirect, and induced changes. Both the direct and indirect impacts change the flow of dollars to the state, region, or county's households. Subsequently, the households alter their consumption accordingly. The effect of the changes in household consumption on businesses in a community is referred to as an induced effect. To measure the total impact, a Type II multiplier is used. The Type II multiplier compares direct, indirect, and induced effects with the direct effects generated by a change in final demand (the sum of direct, indirect, and induced divided by direct). IMPLAN also estimates a modified Type II multiplier, called a Type SAM multiplier, which also includes the direct, indirect, and induced effects. The Type SAM multiplier further modifies the induced effect to include spending patterns of households based on a breakdown of households by nine different income groups.

Minnesota IMPLAN Group, Inc. (MIG)

Dr. Wilbur Maki at the University of Minnesota utilized the I/O model and database work from the U. S. Forest Service's Land Management Planning Unit in Fort Collins to further develop the methodology and to expand the data sources. Scott Lindall and Doug Olson joined the University of Minnesota in 1984 and worked with Maki and the model.

As an outgrowth of their work with the University of Minnesota, Lindall and Olson entered into a technology transfer agreement with the University of Minnesota that allowed them to form MIG. At first, MIG focused on database development and provided data that could be used in the Forest Service version of the software. In 1995,

MIG took on the task of writing a new version of the IMPLAN software from scratch. This new version extended the previous Forest Service version by creating an entirely new modeling system that included creating Social Accounting Matrices (SAMs) – an extension of input-output accounts, and resulting SAM multipliers. Version 2 of the new IMPLAN software became available in May of 1999. For more information about Minnesota IMPLAN Group, Inc., please contact Scott Lindall or Doug Olson by phone at 651-439-4421 or by email at info@implan.com or review their website at www.implan.com.

Appendix B References

Miernyk, W.H. "The Element of Input-Output Analysis," New York, NY, Random House, 1965.

Doeksen, G.A., Johnson, T. and Willoughby, C., "Measuring the Economic Importance of the Health Sector on a Local Economy: A Brief Literature Review and Procedures to Measure Local Impacts, Southern Rural Development Center," SRDC Pub. No. 202, 1997.

Minnesota IMPLAN Group, Inc., "User's Guide, Analysis Guide, Data Guide," IMPLAN Professional Version 2.0 Social Accounting and Impact Analysis Software, 2nd Ed., Jun 2000.

Appendix C

Dr. Doeksen's Professional Accomplishments

Dr. Doeksen has 40 years of experience working with economic impact models. He has applied impact models to a variety of situations and also has advanced the theory of impact models. Dr. Doeksen's Master's thesis and Ph.D. dissertation both utilized input-output analysis, which is the most frequently used impact model. Both his thesis and dissertation received national awards.

Dr. Doeksen's early work in input-output analysis is referenced in textbooks such as Harry W. Richardson's book titled Input-Output and Regional Economics. He is given credit for groundbreaking work related to aggregation and size of multipliers.

Over the years, Dr. Doeksen has over 50 journal articles and publications regarding impact analysis. He has been involved with over 300 economic impact studies. These include such applications as to measure the economic impact of a university hospital, critical access hospital, golf course, manufacturing plant, large urban health clinic, medical program on a state's economy, dental practices, recreational facility, hotel, agricultural services, agricultural programs, etc. Results were used by local, state and federal policy makers to influence and justify political action. In addition, Dr. Doeksen is constantly being invited to speak at state, regional, national, and international conferences. He makes over 30 speaking engagements each year.

Dr. Doeksen's latest work with impact models is the founding of the National Center for Rural Health Works. The Center has been in operation over 10 years and its primary purpose is to train professionals in other states to measure the impact of health services on the rural economies. The Center is funded by the Federal Office of Rural Health Policy. Programs have been started in over 30 states. Dr. Doeksen continues to

operate as Director and is continually developing new applications of the economic impact models.

In summary, Dr. Doeksen is nationally known for his economic impact studies and research applications. These applications relate to rural economies, many of which focus on various segments of the health sector.

Assessment Information Sheet
Operational Goals
2007-2008
 {Program (major)/Unit (office)/Department/Division Name}

{Name of Program (major)/Unit (office)/Department/Division Leader}:

{Program (major)/Unit (office)/Department/Division Mission}:

{Describe how the Program (major)/Unit (office)/Department/Division Mission aligns/relates to the University Mission Statement}

{Program/Unit/Department/Division Operational Goals/Expected Outcomes and Related University or Strategic Goals}

All Programs/Units/Departments/Divisions Program (operational) Goals/Objectives

Program/Unit Goal and #	Related University Goal #	Related Strategic Goal #
Program Goal 1:		
Objective 1.a:		
Objective 1.b:		

Program/Unit Goal and #	Related University Goal #	Related Strategic Goal #
Program Goal 2:		
Objective 2.a:		
Objective 2.b:		

Method(s) for Measuring each Program/Unit Goal and Identified Performance Objectives (expected performance level).

2009-10 Outcomes Assessment Summary (O.A. Form 2)
Operational Units
{Program/Department- Division}

Mission: Program (major), Unit, Department or Division Mission.

Related University Goal(s) #	Related Strategic Goal(s) #	2009-10 Program/Unit Goals (include number for each goal)	Objectives	Outcomes/Results of Assessment (Include Evaluation Methods) 2009-10	Recommendations for Improvements/Continued Assessment 2010-2011

2009-10 Outcomes Assessment Summary (O.A. Form 2)
Academic Programs/Departments
{Program/Department- Academic Affairs}

Mission: Program (major), Unit, Department or Division Mission.

Related University Goal(s) #	Related Strategic Goal(s) #	2009-10 Program/Unit Goals (include number for each goal)	Objectives (Including Expected Learning Outcomes/ Benchmarks)	Outcomes/Results of Assessment (Include Evaluation Methods) 2009-10	Recommendations for Improvements/Continued Assessment 2010-2011