

This instrument was prepared by: J. Hilton Conger, Attorney-at-Law,
200 South Third Street, Smithville, Tennessee 37166.

LEASE

THIS LEASE made and entered into this the 7th day of November, 2006, by and between HICKEY'S RESIDENTIAL HOME, INC., a Tennessee corporation, (hereinafter referred to as the "Lessor", and DeKALB COUNTY, TENNESSEE, a county government entity, by and through its County Mayor, Mike Foster, and Mike Claiborne, its County Court Clerk, (hereinafter referred to as the "Lessee");

WITNESSETH:

WHEREAS, the Lessor is the owner of certain real property hereinafter described, being a portion of the same lands described in a conveyance to Hickey's Residential Home, Inc., of record in Record Book 203, page 349, Register's Office, DeKalb County, Tennessee; and,

WHEREAS, Hickey's Residential Home, Inc., a corporation, desires to lease said property to DeKalb County, Tennessee, a county government entity; and,

WHEREAS, DeKalb County, Tennessee, desires to lease said lands from the Lessor for the term and upon the conditions hereinafter mentioned;

NOW, THEREFORE, the parties hereto agree as follows:

That Lessor has this day rented and/or leased unto Lessee certain real property located in the Fourth Civil District of DeKalb County, Tennessee, being more particularly described as follows:

Beginning at an iron pin located in the west margin of Goff Ridge Road; thence running with the west margin of Goff Ridge Road $S0^{\circ}50'00''W$ 159.45 feet to an iron pin, the northeast corner of Bradam; thence with Bradam's line $N75^{\circ}15'55''W$ 203.88 feet to an iron pin; thence $N11^{\circ}50'46''E$ 141.81 feet to an iron pin; thence severing the lands of Hickey's Residential Home, Inc., $S80^{\circ}15'28''E$ 198.15 feet to the point of beginning, containing .69 acre and being a portion of the same lands described in a conveyance to Hickey's Residential Home, Inc., of record in Record Book 203, page 349, Register's Office, DeKalb County, Tennessee.

The term of this lease is for a period of thirty (30) years, beginning on November 7, 2006, and shall terminate on November 6, 2036. The consideration for this lease is the sum of One Dollar (\$1), cash in hand paid, the receipt of which is hereby acknowledged, and for the further consideration that the Lessee agrees to locate and maintain a dumpster on the leased premises during the term of this lease for the use and benefit of the Lessor and the residents of the Rock Castle Community in DeKalb County, Tennessee.

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The Lessee shall be permitted to use the above described tract of land as a community center/fire station, and any and all improvements, etc., necessary for Lessee's use, shall be at the cost of Lessee. Further, any improvements constructed, placed or located upon the leased premises shall remain the property of the Lessor at the expiration of the term of this lease. The Lessee will pay the *ad valorem* taxes assessed to the premises listed herein during the term of this lease.

The Lessee agrees to provide public liability insurance coverage on the leased premises during the term of this lease an amount of not less than One Million Dollars (\$1,000,000). Lessee further agrees to indemnify and keep harmless the Lessor from all losses, damages, liabilities and expenses which may arise or be claimed against the Lessor from Lessee's use or occupation of said property, or arising from any acts, omissions, neglect or fault of Lessee, Lessee's agents, employees or invitees.

Lessor covenants and warrants that upon performance by Lessee of its obligations hereunder, Lessor will keep and maintain Lessee in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the leased premises during the term of this lease.

The above constitutes the agreement between the parties hereto, and no modifications may be made of same unless and until same shall have been reduced to writing, signed by both parties, and attached hereto.

shall have been reduced to writing, signed by both parties, and attached hereto.

IN WITNESS WHEREOF, the Lessor has on the day and date first above written executed this instrument in duplicate with each of the parties retaining and executed copy hereof.

Hickey's Res. Home - One,
Hickey's Residential Home, Inc- Lessor

By: James L. Jensen
President

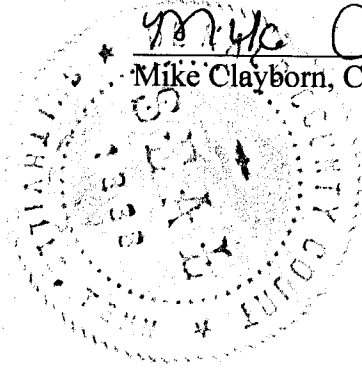
By: Wanda Simmons
Secretary

Dekalb County, Tennessee—Lessee

Mike Foster
Mike Foster, County Mayor

Attest:

Mike Clayborn
Mike Clayborn, County Court Clerk

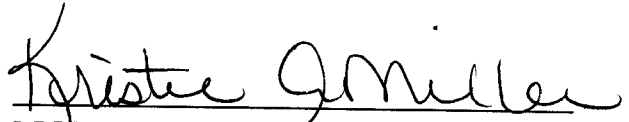


STATE OF TENNESSEE

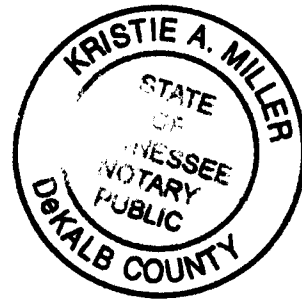
COUNTY OF DeKALB

Before me, a Notary Public in and for the aforesaid state and county, personally appeared JOANN LEFEVER, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence,) and who, upon oath, acknowledged herself to be President of HICKEY'S RESIDENTIAL HOME, INC., a corporation, proved to me on the basis of satisfactory evidence,) and who, upon oath, acknowledged herself to be President of HICKEY'S RESIDENTIAL HOME, INC., a corporation, the Lessor, and that she, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as such President.

IN WITNESS WHEREOF, I hereunto affix my signature and seal of office in Smithville, Tennessee, on this the 13 day of Nov., 2006


NOTARY PUBLIC

My commission expires: 5-24-10




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STATE OF TENNESSEE

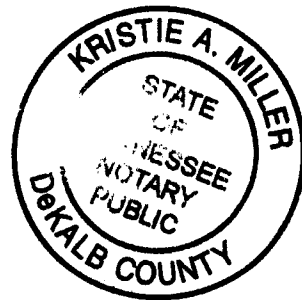
COUNTY OF DEKALB

Before me, a Notary Public in and for the aforesaid state and county, personally appeared WANDA SIMMONS, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence,) and who, upon oath, acknowledged herself to be Secretary of HICKEY'S RESIDENTAL HOME, INC., a corporation, proved to me on the basis of satisfactory evidence,) and who, upon oath, acknowledged herself to be Secretary of HICKEY'S RESIDENTAL HOME, INC., a corporation, the Lessor, and that she, as such Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as such Secretary.

IN WITNESS WHEREOF, I hereunto affix my signature and seal office in Smithville, Tennessee, on this the 13 day of Nov., 2006.


NOTARY PUBLIC

My Commission expires: 5-24-10



STATE OF TENNESSEE

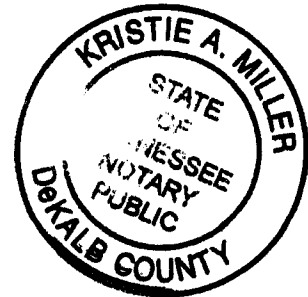
COUNTY OF DeKALB

Before me, a Notary Public in and for the aforesaid state and county, personally appeared MIKE FOSTER and MIKE CLAIBORNE, the County Mayor and County Court Clerk, respectively, of DeKALB COUNTY, TENNESSEE, a county government entity, with whom I am personally acquainted, (or having been proven to me on the basis of satisfactory evidence,) and who, upon oath, acknowledged themselves to be the County Mayor and County Court Clerk, respectively, of DeKALB COUNTY, TENNESSEE, a county government entity, the Lessee herein, and that they, as such County Mayor and County Court Clerk, respectively, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the county government entity by themselves as such County Mayor and County Court Clerk.

IN WITNESS WHEREOF, I hereunto affix my signature and seal of office in Smithville, Tennessee, on this 13 day of Nov., 2006.

Kristie J. Miller
NOTARY PUBLIC

My commission expires: 5-24-10



Jeffrey L. McMillen, Register
DeKalb County

Rec #: 86633
Rec'd: 35.00 Instrument #: 137163
State: 0.00 Recorded
Clerk: 0.00 11/17/2006 at 3:16 PM
EDP: 2.00 in Record Book
Total: 37.00 254
Pgs 15-21