EXHIBIT "E"

# LEASE AMENDMENT TO SHELBY COUNTY 9-1-1 EMERGENCY COMMUNICATIONS BOARD, LAND LEASE, DEVELOPMENT AND USE AGREEMENT

**WHEREAS**, the parties entered into that certain Shelby County 9-1-1 Emergency Communications Board Land Lease, Development and Use Agreement dated July 11, 2004 ("Lease"); and

**WHEREAS**, the purpose of the Lease was to provide land for a combined emergency communications facility (the "Facility"); and

**WHEREAS**, the Memorandum of Understanding by and among the Shelby County 911 Emergency Communications Board; the City of Memphis, Tennessee; Shelby County, Tennessee; and the Shelby County Sherriff for a Combined Emergency Communications Facility, dated May 19, 2004 (the "MOU") obligating the parties to construct said Facility has been terminated; and

**WHEREAS**, the Shelby County Emergency Communications District requires its own office space; and

**WHEREAS**, the County encourages the work and efforts of the District.

**NOW THEREFORE**, in consideration of one dollar ($1.00) and other good and adequate consideration, the receipt and adequacy of which is hereby acknowledged by the parties, the Lease is hereby amended as follows:

1. Section 1 of the Lease entitled **"Description of the Property"** is hereby amended as follows:

A separate Exhibit "A" and Exhibit "B", which are attached hereto, shall substituted in place of the Exhibits "A" and Exhibit "B" to the Lease to show that the District will be entitled to the use of 5 acres, as attached hereto. The rest of Section 1 shall remain in place.

2. Section 2 of the Lease entitled **"Use"** shall be amended as follows:

The present paragraph will be stricken in full and shall be replaced with the following:

"The 9-1-1- Board shall use the Property for the primary purpose of constructing and housing the offices of the Emergency Communications District and a meeting and training facility for the Board of Directors of the Emergency Communications District, and conducting therefrom public service activities including, but not limited to, operational activities of the District, services for public safety emergency response communications, general administrative offices, and other uses which may be customary and/or necessary and a furtherance of these purposes, all to

promote the health, safety and general welfare of the

citizens of Shelby County in a manner consist with the intended purpose of the District. The foregoing uses are hereinafter referred to as the "Permitted Uses". The County may terminate this Lease on ninety days (90) written notice if the premises are used for some use other than the Permitted Uses. The Property shall not be used for any illegal, immoral, or obscene use."

3. Section 5, entitled **"Improvements"**, of the Lease shall be amended as follows:

The existing Section 5 will be deleted and in its place shall be inserted the following:

"All improvements to the Property, including but not limited to ingress and egress, and utility connections shall be made at the District's sole expense. As a condition of this Lease, the District shall construct, upon review and approval by the County Engineer, upon the Property an appropriate building for the permitted uses. The construction of the initial improvements shall be started on or before _____, 2009, or such other date as may be mutually agreed to in writing by the parties. After the commencement of construction of the initial improvements, the District shall diligently pursue construction of such improvement and complete the improvement in reasonable and workmanlike manner."

4. Section 9 of the Lease entitled **"Income"** shall be deleted in its entirety and the
following shall be inserted:

"The District shall be entitled to receive and retain all monies generated by or from the use or rental of the premises."

5. Delete A. and B. contained within Section 19 of the Lease entitled **"Insurance"** and the following shall be inserted:

"A. The District is governed by the provisions of the Tennessee Governmental Tort Liability Act, Tennessee Code Annotated, sections 29-20-101 *et seq.*"

"B. As such, the parties recognize that the District is self-insured for acts of negligence of its officers and employees."

6. As part of the consideration for this Lease Amendment, the Emergency Communications District does hereby release any claim that it may have against Shelby County or the Shelby County Sherriff arising out of its breach or default of the Memorandum of Understanding by and among the Shelby County 911 Emergency Communications Board; the City of Memphis, Tennessee; Shelby County, Tennessee;

and the Shelby County Sherriff for a Combined Emergency Communications Facility, dated May 19, 2004 (the "MOU").

7. Except as set forth in this Amendment to Lease, the terms of the Lease shall remain unchanged.

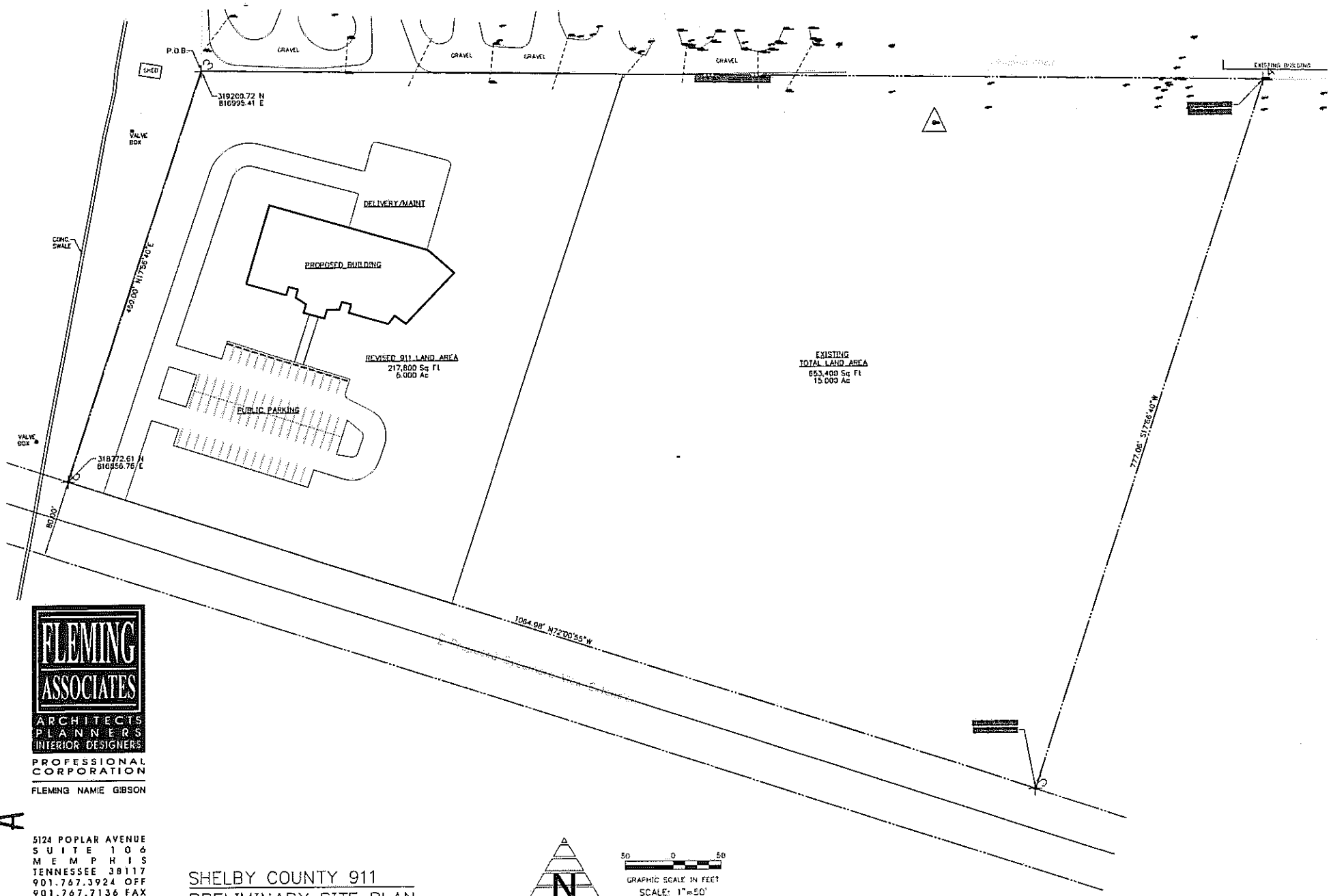
**IN WITNESS WHEREOF**, the parties, by and through their duly authorized representative have executed this Amendment to Lease.

**COUNTY OF SHELBY, TENNESSEE**

BY:_____
Hon. A C Wharton, Jr.
Mayor

**SHELBY COUNTY 9-1-1 EMERGENCY COMMUNICATIONS BOARD**

BY: _____
Raymond Chiozza, Director




FLEMING ASSOCIATES
ARCHITECTS
PLANNERS
INTERIOR DESIGNERS
PROFESSIONAL CORPORATION

FLEMING NAMIE GIBSON

5124 POPLAR AVENUE
SUITE 106
MEMPHIS
TENNESSEE 38117
901.767.3924 OFF
901.767.7136 FAX
WWW.FLEMINGARCHITECTS.COM

"A"

SHELBY COUNTY 911
PRELIMINARY SITE PLAN

Holey Road
FPK
10540.18' S74°38'59"E
GRAVEL DRIVE
2189.41' S19°21'01"W
FIP
GPS #96
PID: AJ2616
DESIGNATION: 96
318631.29 N
827340.45 E
℄ Farm Road
CLMKR
CLMKR
GRAVEL DRIVE
FIP
CLMKR
FLEMING ASSOCIATES
PROFESSIONAL CORPORATION
FLEMING NAME ORIGIN
SHELBY COUNTY 911
PRELIMINARY SITE PLAN
N

11B