LEASE AGREEMENT

THIS AGREEMENT made and entered into as of this _____ day of _____, 2009, by and between the **MEMPHIS AND SHELBY COUNTY PORT COMMISSION**, an organization created by Chapters 500 and 529 of the Private Acts of Tennessee of 1947, as amended, **THE CITY OF MEMPHIS**, a municipal corporation organized under the laws of the State of Tennessee, and **THE COUNTY OF SHELBY**, one of the counties of the State of Tennessee (hereinafter referred to as "Lessors") and **PRAXAIR, INC.** a Delaware corporation (hereinafter referred to as "Lessee");

W I T N E S S E T H:

WHEREAS, the Lessors are the owners and have management and control of certain lands situated in the Memphis and Shelby County Port Commission's Frank C. Pidgeon Industrial Park in the City of Memphis which lands include the premises described on Exhibit A attached hereto; and

WHEREAS, Lessee desires to lease said hereinafter described premises for the use and purposes and for the rental and upon the terms hereinafter set forth:

NOW THEREFORE, in consideration of the premises, the mutual advantage accruing each to the other, and for good and valuable consideration, the adequacy of which and the receipt of which the parties hereto acknowledge from the other, the parties agree as follows:

1. The term of this Agreement shall commence on **November 1, 2009** and shall be for a period of five (5) years. This Agreement will automatically renew for three (3) consecutive terms of five (5) years each.

2. (a) The rental for the period from **November 1, 2009** through **October 31, 2014** is **Twenty Thousand and No/100 ($20,000.00) Dollars** per year, which sum is to be paid upon execution of this Agreement. Thereafter, annual rental shall be due and payable on the first day of **November** each year for the remainder of the original lease period or any renewal. After the initial five year period, the annual rent for each renewal period shall be negotiated by the parties and agreed upon at least 180 days prior to the renewal date, and no increase shall exceed ten (10%) per cent of the most recent previously paid rate. In the event the parties are unable to agree upon the increase, then the annual rent shall automatically increase by ten (10%) per cent of the most recent previously paid rent. Unless advised to the contrary in writing, Lessee shall make all rental payments to the Memphis and Shelby County Port commission, 1115 Riverside Boulevard, Memphis, Tennessee 38106-2504.

(b) The Lessee hereby agrees to be responsible for any and all property taxes and/or special assessments which are assessed against the subject premises or any improvements hereafter installed by Lessee on subject premises during the term of this Agreement and any extended terms thereof.

(c) Lessee shall pay for all utility services and all other services and installations to the leased premises. Lessee at its expense shall promptly make and pay for all necessary repairs and replacements to the leased premises whether interior, exterior, or underground, ordinary or extraordinary, or structural or non-structural, including the reimbursement to Lessors or its tenants for any crop losses, fence damage or other damages.

The Lessee shall at all times during the term of this Agreement, at its expense, put and maintain in thorough repair and in good and safe condition all improvements on the leased premises and equipment and appurtenances, both inside, outside and underground, structural and non-structural, extraordinary and ordinary, however the necessity or desirability for repairs may occur and regardless of whether necessitated by wear, tear, obsolescence, or defects, latent or otherwise. The quality and class of all repairs and replacements shall be equal to that of the original work and Lessee shall maintain the leased premises in good repair and in at least as good as condition as that in which they were delivered. Lessee shall, at the expiration or earlier termination of this Agreement, surrender the leased premises in at least as good as condition as that in which they were delivered.

3. The Lessors do hereby grant, demise and lease unto the said Lessee the premises described on Exhibit "A" and depicted in Exhibit "B", each of which are attached hereto and made a part hereof, situated in the City of Memphis, County of Shelby, State of Tennessee for the purpose of constructing, operating, repairing, replacing and maintaining two (2) pipelines and associated facilities.

4. (a) All improvements which are desired by Lessee and made upon the leased premises subsequent to the date of this Agreement shall be installed and maintained at Lessee's expense. Other than the pipelines and directly related associated facilities contemplated by this Agreement, no alteration, addition or improvement to the leased premises shall be made by the Lessee without the written consent of the Lessors. Any other

alterations, additions or improvements made by the Lessee subsequent to the date of this Agreement, after such consent shall have been given, but not fixtures or equipment installed as part of the pipelines, upon the termination of this Agreement or any extension thereof, shall become the absolute property of Lessors without payment of any kind therefor. For purposes of clarity, it is specifically recognized and agreed that the pipelines and related equipment are considered fixtures or equipment, not improvements, and shall not become the absolute property of Lessors pursuant to this Section 4 to the extent that Lessee removes such pipelines and related equipment and returns the leased premises in at least as good as condition as that in which they were delivered, normal wear and tear resulting from activities unassociated with Lessee's activities excepted, within one (1) year after the termination of this Agreement.

(b) Any alterations, additions or improvements to the leased premises shall be made only in compliance with the laws and ordinances of the City of Memphis, County of Shelby, State of Tennessee and the United States of America.

(c) The parties agree that the leased premises are to be used only for two underground pipelines and related operations, to the extent allowed under applicable zoning ordinances. Also, the leased premises shall be maintained at all times in a condition commensurate with generally acceptable standards of maintenance for such use. The pipelines shall be buried to a minimum depth of four (4) feet from the top of the pipe to the surface.

(d) Plans for any and all facilities and improvements, including landscaping, shall be subject to the approval of the Memphis and Shelby County Port Commission, prior to application for a construction permit.

(e) Lessors shall not be responsible for any damage occasioned by Lessee, for loss of profits, lack of accessibility to the leased premises, to equipment or otherwise, by any action of the Mississippi River or its backwaters, including flood, except as otherwise provided herein.

5. Except for such signage as required to operate the pipelines, no sign of any type will be placed on any portion of the leased premises without the express written consent of the Memphis and Shelby County Port Commission. Any such signs shall be used exclusively by Lessee to indicate the approximate location of the pipelines. Upon the expiration of this Agreement or any extension thereof, Lessee, at Lessee's expense, shall remove all signs placed or erected on the said premises during the term of this Agreement, and repair all damage to the leased premises due to the erection and subsequent removal of same.

6. Lessee may not sell, transfer, or assign this Agreement or any interest of Lessee hereunder or sublease the whole or part of the leased premises to any person or entity without the prior written approval of the Memphis and Shelby County Port Commission. Any transfer or assignment of this Agreement or any interest hereunder or subleasing shall be subject to the terms of this Agreement and not relieve the Lessee of its liability for payment

of the rent or performance of any covenant or other obligation imposed upon Lessee by this Agreement.

7. Lessee shall indemnify Lessors against all liability, loss, costs, damage, expense, or penalty sustained by Lessors, including attorney fees, and other expenses of litigation arising as follows:

(a) For any violation of any law or regulation of the United States, the State of Tennessee, or any of the local laws, county and city, if occasioned by the neglect and fault of Lessee or those holding or occupying the leased premises under Lessee.

(b) Arising out of, or directly or indirectly due to, any accident or other occurrence causing injury to any person or persons (including death) or property resulting from the use, occupancy, maintenance, or repair of the leased premises or any part thereof, by Lessee or by any person or persons holding or occupying the leased premises under or employed by Lessee.

(c) On account of or through the use, occupancy, maintenance, or repair of the leased premises or improvements, or any part thereof by Lessee or by any other person or persons holding or occupying the leased premises under or employed by Lessee for any purposes inconsistent with the provisions of this Agreement.

(d) Against all liens and charges of any and every nature that may at any time be established against the leased premises or any improvements thereon or any part thereof as a consequence, direct or indirect, of any act or omission of Lessee or any person or

persons holding or occupying the leased premises under or employed by Lessee or as a consequence, direct or indirect, of the existence of Lessee's interest under this Agreement.

(e) On account of Lessee's failure to comply with its obligations under paragraph 17 herein including the Applicable Environmental Laws.

8. (a) If the whole of the leased premises, or such portion thereof as will render the leased premises unsuitable for the purposes herein leased, is taken or condemned for any public use or purpose by any legally constituted authority, then in either of such events, this Agreement shall cease from the time when possession was taken by such Public Authority and rents shall be accounted for between Lessors and Lessee, as of such date. Such termination shall be without prejudice to the rights of either Lessors or Lessee to recover compensation for any loss or damage caused by such condemnation. Neither Lessors nor Lessee shall have any right in or to any award made to the other by the condemning authority.

(b) In the event that the leased premises, or any part thereof, are partially taken or condemned for any public use or purpose by any legally constituted authority, but not thereby rendered unsuitable for the purposes for which leased, then Lessee shall receive a fair and proper abatement of rental from and after the time when possession was taken by such authority.

9. (a) Lessee at its own risk and expense, during the term of this Agreement or any extended term of this Agreement, shall provide commercial general liability insurance in

the minimum amount of **Five Million ($5,000,000) Dollars** combined single limits covering property damage and bodily injury with the MEMPHIS AND SHELBY COUNTY PORT COMMISSION, THE CITY OF MEMPHIS, and THE COUNTY OF SHELBY named as additional insureds as respects Lessee's obligations under this Agreement and occupation of the leased premises; this policy will fully protect Lessors from any and all claims for damages to property or persons, including death, which may arise from Lessee's or sublessee's operations on the leased premises or adjacent thereto, whether such operations are by Lessee or by anyone directly or indirectly employed or licensed by Lessee or acting under Lessee's authority or orders. Further, this policy shall be written with insurance companies satisfactory to the MEMPHIS AND SHELBY COUNTY PORT COMMISSION. All policies should contain language providing that should any of the above described policies be canceled before the expiration date thereof, the issuing insurer will mail thirty (30) days written notice to Lessors.

(b) Prior to inception of the term of this Agreement and prior to entering upon the leased premises the Lessee shall deliver to Lessors certificates of insurance which satisfy the conditions of sub-paragraph (a) of this paragraph and which certifies that such insurance is in full force and effect.

(c) At least thirty (30) days prior to the expiration of any policy of insurance the Lessee is obligated to carry under this Agreement, the Lessee shall furnish a binder to the Lessors renewing each such policy. Each policy and/or binder shall provide for at least thirty

(30) days notice to the Lessors of any material change in coverage or cancellation thereof. Lessee shall promptly deliver to Lessors a certificate from the insurance carrier evidencing the renewal of the policy and payment of premium.

(d) In the event of a claim, Lessee shall provide to Lessors those portions of insurance policies related to the claim.

10. Lessors reserve the right to enter, by their duly appointed agents, at reasonable times, and with prior notice, for the purpose of inspection of the leased premises covered by this Agreement, and for the purpose of maintaining the leased premises, provided, however, this paragraph shall not affect Lessee's obligations under this Agreement.

11. In case Lessee, during the term of this Agreement shall cause a default hereunder by committing one or more of the following:

(a) files a voluntary petition in bankruptcy; or

(b) makes an assignment for the benefit of creditors; or

(c) is adjudicated a bankrupt; or

(d) is declared insolvent; or

(e) abandons the premises; or

(f) fails to perform any material part of this Agreement including the payment of rent heretofore agreed; or

(g) fails to perform any of the conditions and covenants for construction and maintenance provided for in this Agreement;

then and thenceforth, in any of said events, the Memphis and Shelby County Port

Commission at its option has the right to cancel this Agreement and accelerate any payments due hereunder or the Memphis and Shelby County Port Commission may re-enter and resume possession of same and may at its option relet the leased premises as agent of Lessee but in the name of Lessor and receive rent therefor applying the same, first, to the payment of expenses to which it may be put in re-entering and reletting and then to payment of rent due by these presents, the remainder, if any, to be paid over to Lessee, who shall be liable for any deficiency, the execution of a new lease for the same premises being permitted without terminating Lessee's liability or obligation hereunder, such liability to survive.

12. Any rent or other sum (including taxes) payable to Lessors by Lessee under the terms of this Agreement which Lessee does not pay within thirty (30) days of the date it becomes due and owing shall bear interest in favor of Lessors from the due date at the rate of twelve percent (12%) per annum cumulative (or at such lesser rate as shall constitute the maximum lawful rate permitted in the State of Tennessee) from time to time until paid.

13. No payment by Lessee, or acceptance by Lessors, of a lesser amount of rent than shall be due from Lessee to Lessors shall be treated otherwise than as a payment on account. The acceptance by Lessors of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check that such lesser amount shall constitute payment in full, shall be given no effect and Lessors may accept such payment without prejudice to any other rights or remedies which Lessors may have against Lessee. Any payment, however designated, may be accepted by Lessors and applied against any part

of Lessee's then existing and then due rent obligations, and Lessor may apply such payment against any sum then due or may retain such payment (without interest) as a credit against Lessee's accruing future obligations.

14. The right in the Lessors to terminate this Agreement as herein set forth is in addition to and not in exhaustion of such rights that the Lessors have or causes of action that may accrue to the Lessors because of the Lessee's failure to fulfill, perform or observe the obligations, agreements or covenants of this Agreement, and the exercise or pursuit by the Lessors of any of the rights or causes of action accruing hereunder shall not be in exhaustion of such other rights or causes of action that the Lessors might otherwise have.

15. It is hereby covenanted and agreed that no waiver of a breach of any of the covenants of this Lease shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

16. Lessee agrees to pay all reasonable costs of collection, including reasonable attorneys fees, if all or any part of the rent reserved herein is collected after maturity with the aid of an attorney; also, Lessee agrees to pay reasonable attorney fees in the event that it becomes necessary for Lessors to employ an attorney to enforce any of the covenants, obligations or conditions imposed in this Lease.

17. The Lessee shall comply with and cause to be complied with, all statutes, regulations, ordinances and other requirements of any government, whether federal, state or local, as amended from time to time, relating to the leased premises and the use thereof or

any part thereof, including, without limitation, 42 U.S.C. § 9601 *et seq.*, 42 U.S.C. § 6901 *et seq.*, 33 U.S.C. § 1251 *et seq.*, T.C.A. § 68-212-201 *et seq.*, T.C.A. § 68-212-101 *et seq.*, T.C.A. § 68-215-101 *et seq.*, T.C.A. § 69-3-101 *et seq.*, and all other applicable federal, state and local health or environmental statutes and regulations (the "Applicable Environmental Statutes and Regulations"). Lessee shall also comply with all restrictive covenants and other such restrictions of record and shall meet and comply with all requirements of federal and state common law, *e.g.* Statutes and Regulations and the Applicable Environmental Common Law together are referred to herein as the "Applicable Environmental Laws." Lessee covenants that all reporting requirements of all Applicable Environmental Laws shall be complied with and all spills that occur in connection with the use, occupancy, maintenance, or repair of the leased premises or improvements, or any part thereof by Lessee or by any other person or persons holding or occupying the leased premises under or employed by Lessee shall be cleaned and removed in a manner in compliance with the Applicable Environmental Laws even if Lessee is no longer in possession of the leased premises under this Agreement.

18. Until further notice of change of address, any notice in writing given under this Agreement shall be sufficient if sent by mail, postage prepaid, and addressed as follows:

Lessors: Chairman
Memphis and Shelby County Port Commission
1115 Riverside Blvd.
Memphis, Tennessee 38106-2504

Lessee: Praxair, Inc.
39 Old Ridgebury Road
Danbury, Connecticut 06810
Attention: Director of Corporate Real Estate

19. It is specifically agreed between the parties that this Agreement and the enforcement of any of the provisions thereof shall be construed and enforced in accordance with the laws of the State of Tennessee.

20. This writing constitutes the entire agreement by and between the parties and no renewal, extension or amendment of this Agreement shall be binding unless in writing and signed by all of the parties hereto.

21. This Agreement shall be binding upon the heirs, executors, administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or officials, duly authorized so to do, on the day and year indicated below.

ATTEST:

LESSOR:
MEMPHIS AND SHELBY COUNTY PORT COMMISSION

Interim Secretary-Treasurer

By: _____
Chairman

APPROVED AS TO FORM:

Port Commission Attorney

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary public within and for said state and county, at Memphis, Tennessee, duly commissioned and qualified, personally appeared **THOMAS E. FISHER**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the Chairman of the Memphis and Shelby County Port Commission, created by Chapters 500 and 529 of the Private Acts of Tennessee of 1947, as amended, and that he as such chairman being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Memphis and Shelby County Port Commission by himself as chairman.

WITNESS my hand and seal of office at Memphis, Tennessee, this the day of August 14, 2009.

Notary Public

JAMES R. RICHARDSON STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF SHELBY

MY COMMISSION EXPIRES NOVEMBER 7, 2012

My commission expires _____

ATTEST:

LESSOR:
CITY OF MEMPHIS

_____
City Comptroller

By:_____
Myron Lowery, Mayor Pro Tem

APPROVED AS TO FORM:

_____
City Attorney

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary public within and for said state and county, at Memphis, Tennessee, duly commissioned and qualified, personally appeared **MYRON LOWERY**, and with whom I am personally acquainted, and who upon oath acknowledged himself to be the Mayor Pro Tem of the City of Memphis, a municipal corporation of the State of Tennessee, and that he as mayor being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation by himself as mayor pro tem thereof.

WITNESS my hand and seal of office at Memphis, Tennessee, this the _____day of _____, 2009.

_____
Notary Public

My commission expires:_____

ATTEST:

LESSOR:
COUNTY OF SHELBY

_____
Clerk of County Commission

By:_____
A C Wharton, Jr., Mayor

APPROVED AS TO LEGAL FORM,
EFFICACY AND PROPRIETY:

_____
Contract Administrator
Assistant County Attorney

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary public within and for said state and county, at Memphis, Tennessee, duly commissioned and qualified, personally appeared **A C WHARTON, JR.** with whom I am personally acquainted, and who upon oath acknowledged himself to be the Mayor of the County of Shelby, State of Tennessee, and that he as such mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Shelby County by himself as mayor thereof.

WITNESS my hand and seal of office at Memphis, Tennessee, this the day of _____, 2009.

_____
Notary Public

My commission expires:_____

LESSEE:
PRAXAIR, INC.

By: _____
Edward R. Durkin
Director, Corporate Real Estate

STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

Before me, a notary public within and for said state and county, duly commissioned and qualified, personally appeared **EDWARD R. DURKIN** with whom I am personally acquainted, and who upon oath acknowledged himself to be the Director of Corporate Real Estate of **PRAXAIR, INC.** and that he as such Director of Corporate Real Estate being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such Director of Corporate Real Estate thereof.

WITNESS my hand and seal of office at Praxair, Inc., this 23rd day of July, 2009.

Renée M. Bouteiller
Notary Public

My commission expires: May 31, 2012

EXHIBIT "A"
CENTERLINE DESCRIPTION
OF A PROPOSED TWENTY-FOOT PIPELINE EASEMENT
ACROSS THE PROPERTY OF
CITY OF MEMPHIS, TN – COUNTY OF SHELBY, TN &
MEMPHIS AND SHELBY COUNTY PORT COMMISSION

Being a centerline description of a proposed twenty-foot wide pipeline easement being upon, over, through, and across a portion of a 500-acre tract as described in Instrument 04017823 recorded at the Shelby County Register's Office, said proposed twenty-foot pipeline easement being ten feet on either side of a proposed survey line, said survey line being more particularly described as follows: with all bearings herein based upon the South Line of said 500-acre tract;

COMMENCING at an interior corner of said 500-acre tract, said interior corner also being the southeast corner of an 88.407-acre tract as described in Instrument 07142605 of the Shelby County Register's Office Records;

THENCE North 56° 47' 24" West, a distance of 1190.24 feet to the **POINT OF BEGINNING** of the herein described centerline, said point being on the southerly line of said 500-acre tract and the south line of a 200-foot wide utility easement as described in Book 5279, Page 199 of the Shelby County Register's Office Records;

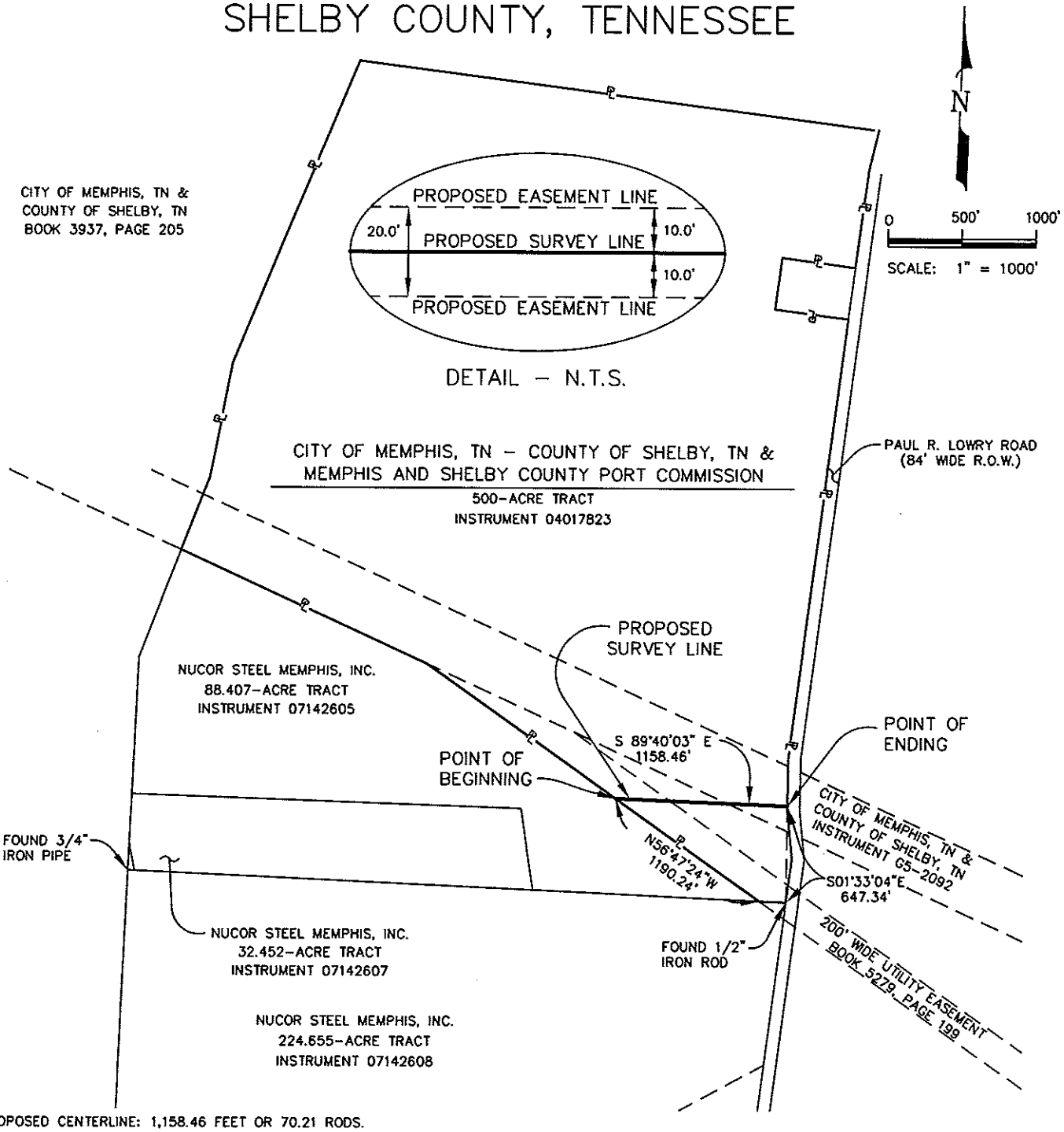
THENCE South 89° 40' 03" East, at a distance of 368.42 feet passing the north line of said 200-foot wide utility easement, and at a distance of 754.10 feet passing the south line of 400-foot wide easement as described in Instrument G5-2092 of the Shelby County Register's Office Records, continuing for a total distance of 1158.46 feet to the **POINT OF ENDING** of the herein described centerline, said point being on the east line of said 500-acre tract, said east line also being the west line of Paul R. Lowry Road (84-foot right of way), from said point a ½" iron rod found marking the southeast corner of said 500-acre tract bears South 01° 33' 04" East, a distance of 647.34 feet, said centerline having a total length of 1158.46 feet or 70.21 rods.

For reference and further information see drawing 13888B-PP-004 of the same date.

August 15, 2008

EXHIBIT "B"

SHELBY COUNTY, TENNESSEE



PROPOSED CENTERLINE: 1,158.46 FEET OR 70.21 RODS.
BEARINGS BASED UPON DEED RECORDED INSTRUMENT 04017823
SHELBY COUNTY REGISTER'S OFFICE.

PRAXAIR BUSINESS CONFIDENTIAL
PRAXAIR TECHNOLOGY CENTER – TONAWANDA, NEW YORK

TITLE
PROPOSED PIPELINE EASEMENT
ACROSS THE PROPERTY OF
MEMPHIS AND SHELBY COUNTY PORT COMMISSION

MODEL NAME

DRAWN BY	CHECKED	PROJECT NUMBER	
2M	RSH	13888B	
REVIEWED	APPROVED	SHEET NUMBER	TOTAL SHEETS
MCO	PKT	1	1
SCALE	DATE	ALTERATION	
1" = 1000'	08/15/2008	0	
DRAWING NUMBER		SIZE	
13888B-PP-004		A	

EXHIBIT "A"
CENTERLINE DESCRIPTION
OF A PROPOSED TWENTY-FOOT PIPELINE EASEMENT
ACROSS THE PROPERTY OF
CITY OF MEMPHIS, TN & COUNTY OF SHELBY, TN

Being a centerline description of a proposed twenty-foot wide pipeline easement being upon, over, through, and across a portion of a 104.01-acre tract as described in Instrument G5-2092 recorded at the Shelby County Register's Office, said proposed twenty-foot pipeline easement being ten feet on either side of a proposed survey line, said survey line being more particularly described as follows: with all bearings herein based upon the North Line of said 104.01-acre tract;

COMMENCING at the southwest corner of said 104.01-acre tract, said interior corner being on the east right of way line of Paul R. Lowry Road (84-foot right of way);

THENCE North 04° 35' 39" West, a distance of 213.62 feet to the **POINT OF BEGINNING** of the herein described centerline, said point being on the west line of said 104.01-acre tract and the east line of a said Paul R. Lowry Road right of way;

THENCE South 87° 13' 46" East, at a distance of 318.71 feet to an angle point;

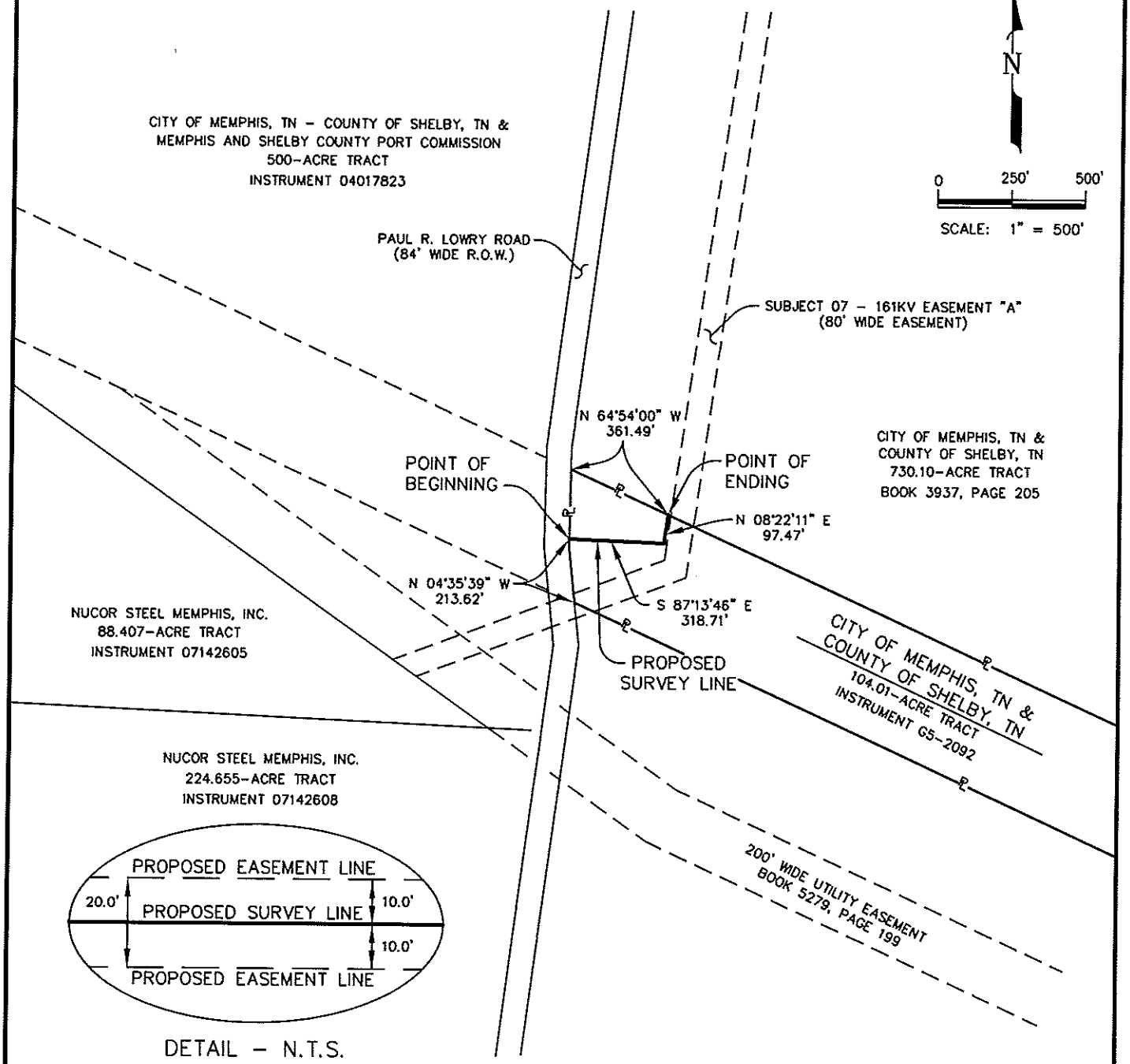
THENCE North 08° 22' 11" East, a distance of 97.47 feet to the **POINT OF ENDING** of the herein described centerline, said point being on the north line of said 104.01-acre tract, said north line also being the south line of a 730.10-acre tract as described in Book 3937, Page 205 of the Shelby County Register's Office, from said point the northwest corner of said 104.01-acre tract bears North 64° 54' 00" West, a distance of 361.49 feet, said centerline having a total length of 416.18 feet or 25.22 rods.

For reference and further information see drawing 13888B-PP-005 of the same date.

August 15, 2008

EXHIBIT "B"

SHELBY COUNTY, TENNESSEE



PROPOSED CENTERLINE: 416.18 FEET OR 25.22 RODS.
BEARINGS BASED UPON DEED RECORDED INSTRUMENT G5-2092
SHELBY COUNTY REGISTER'S OFFICE.

PRAXAIR BUSINESS CONFIDENTIAL
PRAXAIR TECHNOLOGY CENTER - TONAWANDA, NEW YORK

TITLE
PROPOSED PIPELINE EASEMENT
ACROSS THE PROPERTY OF
CITY OF MEMPHIS, TN & COUNTY OF SHELBY, TN

MODEL NAME

DRAWN BY	CHECKED	PROJECT NUMBER	
2M	RSH	13888B	
REVIEWED	APPROVED	SHEET NUMBER	TOTAL SHEETS
MCO	PKT	1	1
SCALE	DATE	ALTERATION	
1" = 500'	08/15/2008	0	
DRAWING NUMBER		SIZE	
13888B-PP-005		A	

EXHIBIT "A"
CENTERLINE DESCRIPTION
OF A PROPOSED TWENTY-FOOT PIPELINE EASEMENT
ACROSS THE PROPERTY OF
CITY OF MEMPHIS, TN & COUNTY OF SHELBY, TN

Being a centerline description of a proposed twenty-foot wide pipeline easement being upon, over, through, and across a portion of a 730.10-acre tract as described in Book 3937, Page 205 recorded at the Shelby County Register's Office, said proposed twenty-foot pipeline easement being ten feet on either side of a proposed survey line, said survey line being more particularly described as follows: with all bearings herein based upon a Northwesterly Line of said 730.10-acre tract;

COMMENCING at the southwest corner of said 730.10-acre tract, said interior corner being on the east right of way line of Paul R. Lowry Road (84-foot right of way);

THENCE South 67° 40' 30" East, a distance of 361.49 feet to the **POINT OF BEGINNING** of the herein described centerline, said point being on the south line of said 730.10-acre tract and the north line of a 104.01-acre tract as described in Instrument G5-2092 at the Shelby County Register's Office;

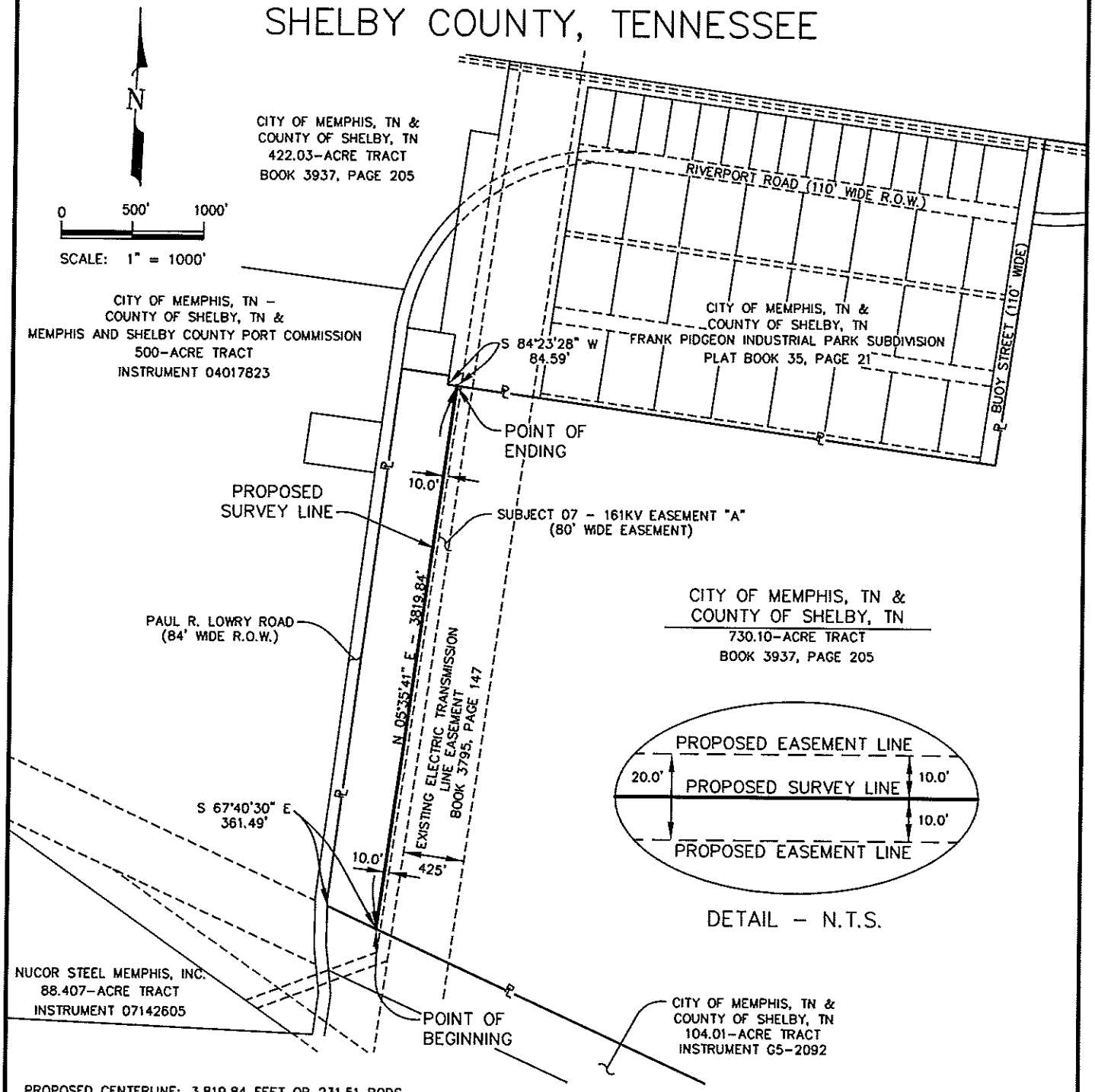
THENCE North 05° 35' 41" East, a distance of 3,819.84 feet to the **POINT OF ENDING** of the herein described centerline, said point being on a northwesterly line of said 730.10-acre tract, said northwesterly line also being the south line of the Frank Pidgeon Industrial Park Subdivision as recorded in Plat Book 35, Page 21 of the Shelby County Register's Office, from said point an interior corner of said 730.10-acre tract bears South 84° 23' 28" West, a distance of 84.59 feet, said centerline having a total length of 3,819.84 feet or 231.51 rods.

For reference and further information see drawing 13888B-PP-006 of the same date.

August 15, 2008

EXHIBIT "B"

SHELBY COUNTY, TENNESSEE



PROPOSED CENTERLINE: 3,819.84 FEET OR 231.51 RODS.
BEARINGS BASE UPON PLAT RECORDED IN PLAT BOOK 35, PAGE 21 SHELBY COUNTER REGISTER'S OFFICE.

PRAXAIR BUSINESS CONFIDENTIAL
PRAXAIR TECHNOLOGY CENTER - TONAWANDA, NEW YORK

TITLE
PROPOSED PIPELINE EASEMENT ACROSS THE PROPERTY OF CITY OF MEMPHIS, TN & COUNTY OF SHELBY, TN

MODEL NAME

DRAWN BY	CHECKED	PROJECT NUMBER	
2M	RSH	13888B	
REVIEWED	APPROVED	SHEET NUMBER	TOTAL SHEETS
MCO	PKT	1	1
SCALE	DATE	ALTERATION	
1" = 1000'	08/15/2008	0	
DRAWING NUMBER		SIZE	
13888B-PP-006		A	

EXHIBIT "A"
CENTERLINE DESCRIPTION
OF A PROPOSED TWENTY-FOOT PIPELINE EASEMENT
ACROSS THE PROPERTY OF
CITY OF MEMPHIS, TN & COUNTY OF SHELBY, TN
FRANK PIDGEON INDUSTRIAL PARK SUBDIVISION

Being a centerline description of a proposed twenty-foot wide pipeline easement being upon, over, through, and across the Frank Pidgeon Industrial Park Subdivision as described in Plat Book 35, Page 21 recorded at the Shelby County Register's Office, said proposed twenty-foot pipeline easement being ten feet on either side of a proposed survey line, said survey line being more particularly described as follows: with all bearings herein based upon the North Line of said Frank Pidgeon Industrial Park Subdivision;

COMMENCING at the southwest corner of said Frank Pidgeon Industrial Park Subdivision, said southwest corner being an interior corner of a 730.10-acre tract as described in Book 3937, Page 205 of the Shelby County Register's Office;

THENCE South 84° 23' 28" East, a distance of 84.59 feet to the **POINT OF BEGINNING** of the herein described centerline, said point being on the south line of said Frank Pidgeon Industrial Park Subdivision and a northerly line of said 730.10-acre tract;

THENCE North 05° 35' 41" East, a distance of 1,693.36 feet to an angle point;

THENCE North 63° 04' 06" East, a distance of 887.43 feet to an angle point;

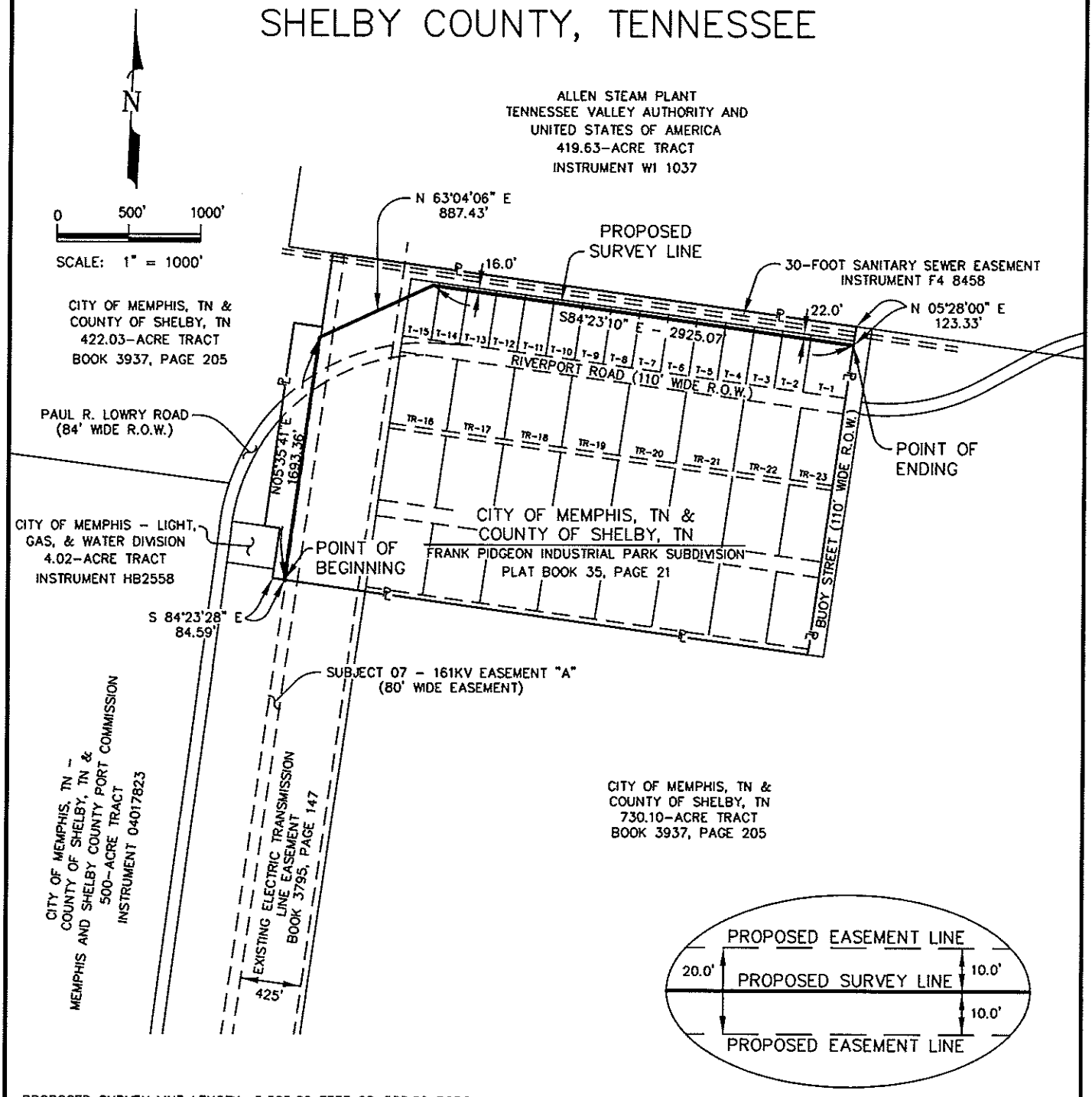
THENCE North 84° 23' 10" East, a distance of 2,925.07 feet to the **POINT OF ENDING** of the herein described centerline, said point being on the east line of said Frank Pidgeon Industrial Park Subdivision, said east line also being the west line of Buoy Street (110-foot right of way), from said point the northeast corner of said Frank Pidgeon Industrial Park Subdivision bears North 05° 28' 00" East, a distance of 123.33 feet, said centerline having a total length of 5,505.86 feet or 333.69 rods.

For reference and further information see drawing 13888B-PP-007 of the same date.

August 15, 2008

EXHIBIT "B"

SHELBY COUNTY, TENNESSEE



DETAIL - N.T.S.

PROPOSED SURVEY LINE LENGTH: 5,505.86 FEET OR 333.69 RODS.
BEARINGS BASED UPON DEED RECORDED ON PLAT BOOK 35, PAGE 21
SHELBY COUNTY REGISTER'S OFFICE.

PRAXAIR BUSINESS CONFIDENTIAL
PRAXAIR TECHNOLOGY CENTER - TONAWANDA, NEW YORK

TITLE
PROPOSED PIPELINE EASEMENT
ACROSS THE PROPERTY OF
CITY OF MEMPHIS, TN & COUNTY OF SHELBY, TN

MODEL NAME

DRAWN BY	CHECKED	PROJECT NUMBER	
2M	RSH	13888B	
REVIEWED	APPROVED	SHEET NUMBER	TOTAL SHEETS
MCO	PKT	1	1
SCALE	DATE	ALTERATION	
1" = 1000'	08/15/2008	0	
DRAWING NUMBER		SIZE	
13888B-PP-007		A	

EXHIBIT "A"
CENTERLINE DESCRIPTION
OF A PROPOSED TWENTY-FOOT PIPELINE EASEMENT
ACROSS THE PROPERTY OF
CITY OF MEMPHIS, TN & COUNTY OF SHELBY, TN

Being a centerline description of a proposed twenty-foot wide pipeline easement being upon, over, through, and across an 8.85-acre tract as described in Book 3937, Page 205 of the Shelby County Register's Office, said proposed twenty-foot pipeline easement being ten feet on either side of a proposed survey line, said survey line being more particularly described as follows: with all bearings herein based upon the North Line of said 8.85-acre tract;

COMMENCING at the northwest corner of said 8.85-acre tract, said northwest corner also being on the east line of Buoy Street (110-foot right of way);

THENCE South 05° 28' 00" West, a distance of 125.53 feet to the **POINT OF BEGINNING** of the herein described centerline, said point being on the west line of said 8.85-acre tract and the east line of Buoy Street;

THENCE South 83° 22' 53" East, a distance of 344.29 feet to an angle point;

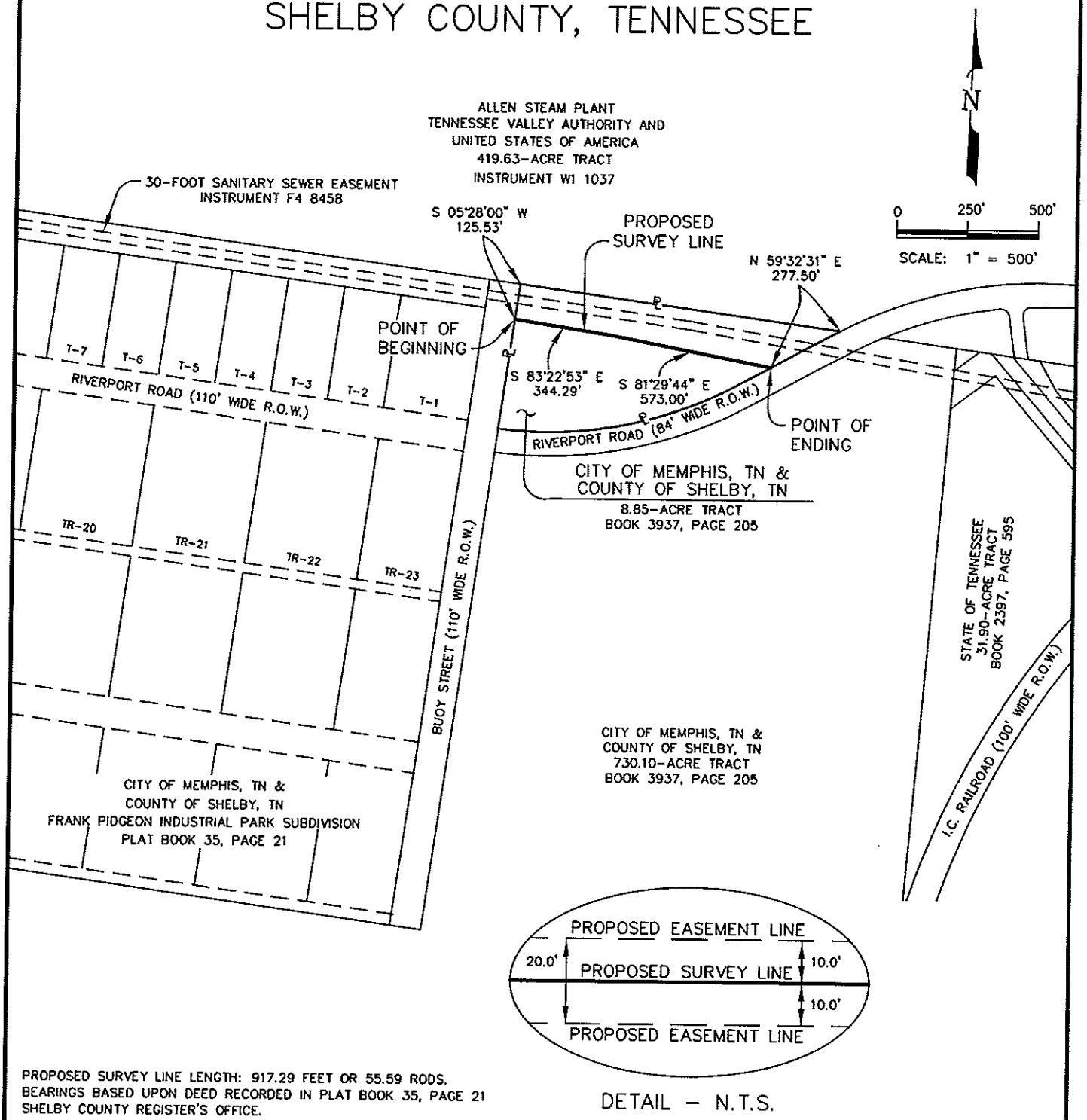
THENCE South 81° 29' 44" East, a distance of 573.00 feet to the **POINT OF ENDING** of the herein described centerline, said point being on the east line of said 8.85-acre tract, said east line also being the north line of Riverport Road (84-foot right of way), from said point the northeast corner of said 8.85-acre tract bears North 59° 32' 31" East, a distance of 277.50 feet, said centerline having a total length of 917.29 feet or 55.59 rods.

For reference and further information see drawing 13888B-PP-008 of the same date.

August 15, 2008

EXHIBIT "B"

SHELBY COUNTY, TENNESSEE



PROPOSED SURVEY LINE LENGTH: 917.29 FEET OR 55.59 RODS.
BEARINGS BASED UPON DEED RECORDED IN PLAT BOOK 35, PAGE 21
SHELBY COUNTY REGISTER'S OFFICE.

DETAIL – N.T.S.

PRAXAIR BUSINESS CONFIDENTIAL
PRAXAIR TECHNOLOGY CENTER – TONAWANDA, NEW YORK

TITLE
PROPOSED PIPELINE EASEMENT
ACROSS THE PROPERTY OF
CITY OF MEMPHIS, TN & COUNTY OF SHELBY, TN

MODEL NAME

DRAWN BY	CHECKED	PROJECT NUMBER	
2M	RSH	13888B	
REVIEWED	APPROVED	SHEET NUMBER	TOTAL SHEETS
MCO	PKT	1	1
SCALE	DATE	ALTERATION	
1" = 500'	08/15/2008	0	
DRAWING NUMBER		SIZE	
13888B-PP-008		A	

EXHIBIT "A"
CENTERLINE DESCRIPTION
OF A PROPOSED TWENTY-FOOT PIPELINE EASEMENT
ACROSS THE PROPERTY OF
CITY OF MEMPHIS, TN & COUNTY OF SHELBY, TN

Being a centerline description of a proposed twenty-foot wide pipeline easement being upon, over, through, and across an 730.10-acre tract as described in Book 3937, Page 205 of the Shelby County Register's Office, said proposed twenty-foot pipeline easement being ten feet on either side of a proposed survey line, said survey line being more particularly described as follows: with all bearings herein based upon the North Line of said 730.10-acre tract;

COMMENCING at a northerly corner of said 730.10-acre tract, said northwest corner also being on the south line of Riverport Road (84-foot right of way);

THENCE South 60° 54' 25" West, a distance of 299.36 feet to the **POINT OF BEGINNING** of the herein described centerline, said point being on a northwesterly line of said 730.10-acre tract and the south line of Riverport Road;

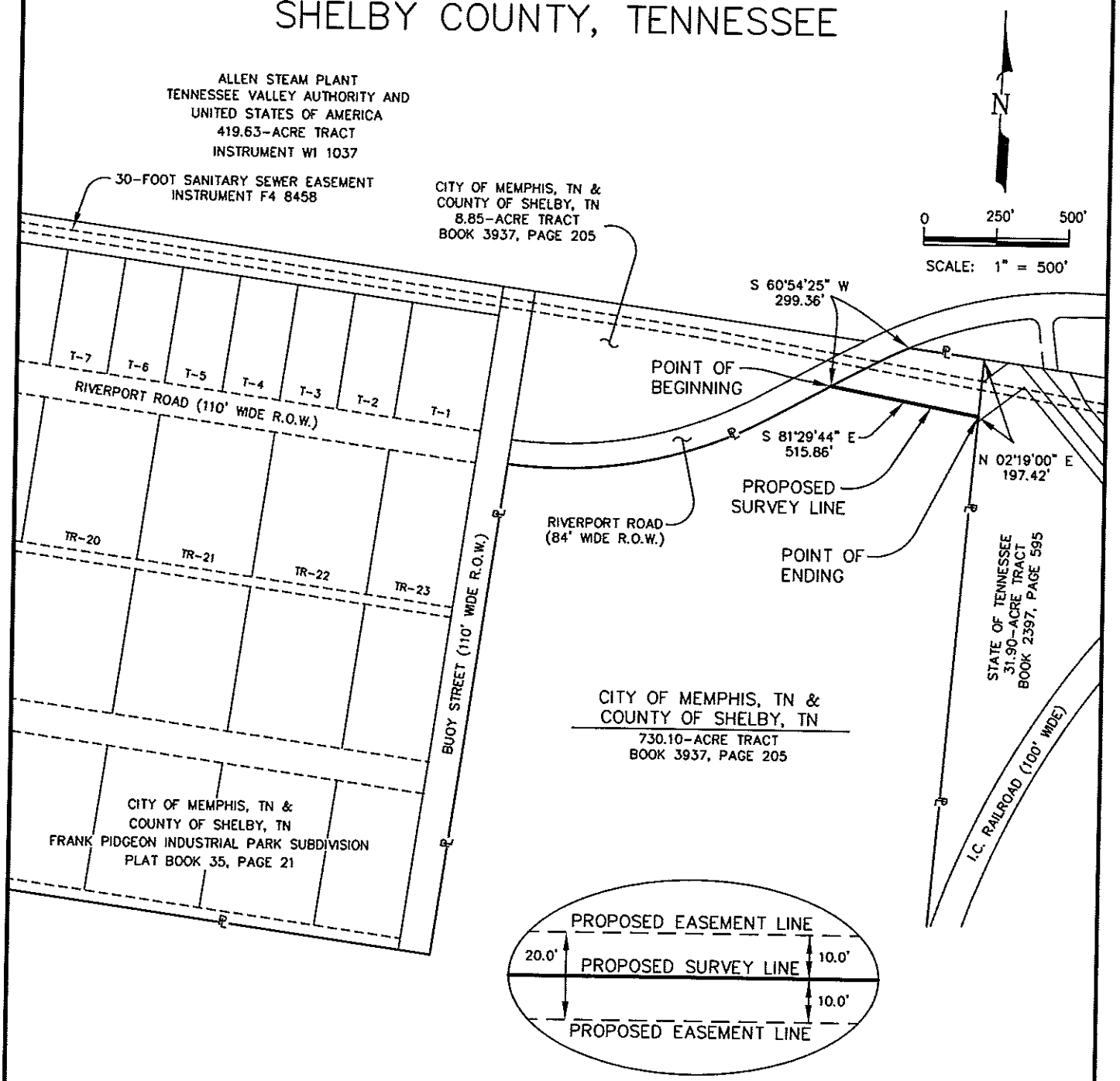
THENCE South 81° 29' 44" East, a distance of 515.86 feet to the **POINT OF ENDING** of the herein described centerline, said point being on the east line of said 730.10-acre tract, said east line also being the west line of a 31.90-acre tract as described in Book 2397, Page 595 of the Shelby County Register's Office, from said point the northeast corner of said 730.10-acre tract bears North 02° 19' 00" East, a distance of 197.42 feet, said centerline having a total length of 515.86 feet or 31.26 rods.

For reference and further information see drawing 13888B-PP-009 of the same date.

August 15, 2008

EXHIBIT "B"

SHELBY COUNTY, TENNESSEE



DETAIL – N.T.S.

PROPOSED SURVEY LINE LENGTH: 515.86 FEET OR 31.26 RODS.
BEARINGS BASED UPON DEED RECORDED ON PLAT BOOK 35, PAGE 21
SHELBY COUNTY REGISTER'S OFFICE.

PRAXAIR BUSINESS CONFIDENTIAL
PRAXAIR TECHNOLOGY CENTER – TONAWANDA, NEW YORK

TITLE
PROPOSED PIPELINE EASEMENT
ACROSS THE PROPERTY OF
CITY OF MEMPHIS, TN & COUNTY OF SHELBY, TN

MODEL NAME

DRAWN BY	CHECKED	PROJECT NUMBER	
2M	RSH	13888B	
REVIEWED	APPROVED	SHEET NUMBER	TOTAL SHEETS
MCO	PKT	1	1
SCALE	DATE	ALTERATION	
1" = 500'	08/15/2008	0	
DRAWING NUMBER		SIZE	
13888B-PP-009		A	