

AGRICENTER INTERNATIONAL MAIN COMPLEX COMMERCIAL LEASE AGREEMENT

THIS LEASE AND AGREEMENT (Lease), made and entered into as of the **1st** day of **July, 2016**, by and between **Agricenter International, Inc.**, a Tennessee non-profit corporation doing business at 7777 Walnut Grove Road, Memphis, Tennessee 38120 ("**Lessor**"), and **Shelby County Government** doing business at **160 N. Main, Suite 1122 Memphis, Tennessee 38103**, ("**Lessee**").

WITNESSETH:

Section 1. MONETARY PROVISIONS

1.1. Premises (the Premises):

- A. Premises: **7777 Walnut Grove Road B-Wing Office Space (total of 5239.92 square feet) located in the Agricenter International Main Complex.**
- B. City: Memphis
- C. County: Shelby
- D. State: Tennessee
- E. Address: 7777 Walnut Grove Road

1.2. Term:

- A. Lease Term: **One (1) – Three (3) year term**
 - 1. Commencement Date: July 1, 2016
 - 2. Termination Date: June 30, 2019
- B. Premises Delivery Date: Commencement Date

1.3. Rental: ("Rent")

- A. 1st Option Term Rent: \$79,405.95 Dollars per year.

1.4. Authorized Use: Lessees authorized use of the Premises shall only include the following activities:

Lessee shall primarily use the premises for an office space for its promotion, sales, education, support and advancement of Production Agriculture and Agribusiness ("Approved Uses"). If at any time it is determined in the sole discretion of the Board of

Directors of the Lessor that Lessee's business fails to comply with the Approved Uses, Lessee will vacate the Premises within sixty (60) days of the receipt of written notice of the determination of the Board of Directors of Lessor. (Authorized Use). Lessee agrees that it will not utilize the Premises for any usage other than the Authorized Use.

1.5. Address For Notices:

To Lessor: Attn: John Charles Wilson
Agricenter International, Inc.
7777 Walnut Grove Road
Memphis, Tennessee 38120

To Lessee: Shelby County Extension Office
7777 Walnut Grove Rd., Suite B, Box 21
Memphis, TN 38120

Shelby County Contracts Administration
ATTN: Lee Hopson
160 N. Main St.
Memphis, TN 38103

Shelby County Division of Public Works
ATTN: Tom Needham
160 N. Main Suite 1100
Memphis, TN 38103

Shelby County Government
CAO Harvey Kennedy
160 North Main Street, Suite 1122
Memphis, TN 38103

Shelby County Land Bank
ATTN: Dawn Kinard, Administrator
584 Adams Avenue
Memphis, TN 38103

Lessor, for and in consideration of the payment of Rent and performance by Lessee of the covenants, agreements and stipulations herein contained, hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises.

Section 2. TERM

2.1 Initial. The Lease Term of this Lease shall be for the period of time described in Section 1.2.A, beginning on the Commencement Date and ending on the Termination Date (Lease Term"), unless sooner terminated as hereinafter provided. In the event Lessee takes possession of the Premises on a date, other than the first day of a month, the Lease Term, for purposes of computing the actual length of the Lease

Term, shall not commence until the first day of the immediately following month.

Section 3. RENT

3.1 Payment. Lessee shall pay to Lessor as annual Rent, the sum set forth in Section 1.3.A, in advance without setoff or demand, in equal monthly installments in the amount of \$6,617.16 each, due and payable on the first day of each month during the Lease Term, without further notice or demand. In the event the Lease Term commences on a date other than the first day of a month, the Rent for such partial month shall be pro-rated on a per diem basis through the last day of such month. Lessee shall also pay all invoices for additional services, accommodations or materials furnished or loaned by Lessor to Lessee within thirty (30) days of receipt of an invoice for the additional services, accommodations or materials. The Rent shall be payable to Lessor at Lessor's principal place of business in Memphis, Tennessee, or at such other place as Lessor may designate in writing. All rental payments shall be past due if not received by the Lessor by the fifth (5th) day of the month in which they are due. If the rental payment is not received by the fifth (5th) day of the month, Lessee shall pay an amount equal to ten percent (10%) of the overdue payment.

3.2 Net. It is the intention of Lessor and Lessee that the Rent shall be net to Lessor in each month during the Lease Term that all costs, and expenses, of any and every kind relating to the expense of maintaining and repairing the Premises, which may arise or become due during the Lease Term shall be paid by Lessee, and Lessor shall be indemnified by the Lessee against all such costs, expenses, charges and other obligations.

3.3 Consumer Price Index. *LEFT BLANK INTENTIONALLY*

3.4 Proof of Payment. No set-off by Lessee in the payment of the Rent shall be allowed unless approved by Lessor, its legal representative or assigns, and Lessee shall bear the responsibility for the proof of payment of the Rent in the event of a dispute.

Section 4. UTILITIES

4.1 Service. Lessor shall provide all utility services for the Premises. However, Lessee agrees to take all reasonable efforts to conserve energy by maintaining thermostats at 65 degrees in the winter months and seventy-five degrees during the summer months and by only utilizing electricity for typical office usage. If Lessee requires excess electrical use, it shall notify the Lessor and separate arrangements shall be negotiated prior to the increase in usage by the Lessee.

Section 5. LESSOR OBLIGATIONS

5.1 Maintenance. With the exclusion of any damages caused by the Lessee or its invitees, Lessor shall at its sole cost and expenses maintain all HVAC equipment on the roof and in the walls of the Premises, all repairs and replacements to the broken

pipes, drains, and other plumbing fixtures located in the floors, walls, ceiling, and under the Premises, the parking lot, the roof, and foundations of the Premises, together with any and all alterations, additions, and improvements therein or thereto, in good order and condition, suffering no waste or injury, and shall, at Lessors sole expense, promptly make all needed repairs and replacements, structural or otherwise, in and to any building or structure now or hereafter erected upon the Premises, including vaults, sidewalks, water, sewer and gas connections, pipes and mains. Lessor shall not obstruct or permit obstruction of the street or sidewalk.

5.2 Real Property Taxes. Lessor shall pay when due all real property taxes, if any, upon the Premises accruing with respect to or allocate to the term hereof. As used herein, the term real property taxes shall include any form of real estate tax or assessment, general, special, ordinary or extraordinary, and any license fee, commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, personal income or estate taxes) imposed on the Premises by any authority having the direct or indirect power or tax, including any city, state or federal government, or any school, agricultural, sanitary, fire, street, drainage or other improvement district thereof, as against any legal or equitable interest of Lessor in the Premises or in the real property of which the Premises are a part, as against Lessors right to rent or other income therefrom, and as against Lessors business of leasing the Premises.

5.3 Other Taxes. Lessor shall be responsible for and shall pay for any commercial lease tax, sales tax, gross receipts tax, privilege tax, or similar tax, howsoever denominated, now or hereafter imposed on, measured by, or assessed against the Rent paid by Lessee to Lessor hereunder or received by Lessor pursuant to this Lease (or any tax imposed or assessed in lieu thereof).

5.4 Advertisement. Agricenter (Lessor) will, when space and time allows, put advertisement on the Walnut Grove and Germantown Parkway digital signs concerning Maxwell's Motorsports and Driving School's "Teen Driving Classes".

Section 6 ALTERATIONS

6.1 Permitted/Consent. Lessee may, after obtaining Lessor's prior consent, which shall not be unreasonably withheld, make alterations or improvements to the Premises, in a good and workmanlike manner. All such improvements shall be performed in conformity with all laws, ordinances and regulations of public authorities having jurisdiction over the Premises. Lessee shall not make any alterations to the foundation, roof, exterior walls, and gutters and down spouts, marquees or any structural portions of the Premises without first presenting plans for alternations and obtaining Lessor's prior written consent.

Section 7 RIGHT OF ENTRY

7.1 Right of Entry. Lessor reserves the right during any term of this Lease to enter the Premises at reasonable hours for purpose of inspecting the Premises and to

make such repairs, additions, or improvements as Lessor may deem necessary for the protection and preservation of the building and Premises. Lessor shall not be obligated to make any repairs whatsoever, nor to be held liable for any damage to any of Lessee's property and equipment as the result of leaks, the stoppage of water, sewer, gas or drain pipes by reason of freezing or any other cause or obstructions, nor for any defects currently existing in or about the building and Premises. Lessee hereby acknowledges that Lessee has examined the Premises and accepts the Premises in their "AS IS, WHERE IS" condition. During the Lease Term, Lessee shall maintain the Premises in good order and repair. In the event the Premises sustain any such damage during any Term of this Lease, Lessee shall repair the damage at Lessee's sole expense. In the event Lessee fails to make any repairs as required herein, Lessor shall have the right, but not the obligation, to enter the Premises at any time to make any needed repairs at the expense of Lessee, which expense shall be Additional Rent.

Section 8 IMPROVEMENTS

8.1 Improvements by Lessee. All improvements, additions, or repairs made to the Premises and building during the term of this Lease shall, at the expiration of the same, become the property of the Lessor, or its assigns, without cost to it. It is agreed, however, that all trade fixtures installed by the Lessee or its assigns for the business conducted by its shall remain the property of the Lessee, and that such trade fixtures may be removed during the term of this Lease or at its expiration, provided that any damage caused by such removal shall be repaired by the Lessee at his own expense, and the Premises shall be left in good condition, as initially received, ordinary wear and tear excepted.

8.2 Delivery at End of Lease. The Lessee agrees to deliver to the Lessor, assigns, or legal representative, the within described leased Premises at the expiration of this Lease in the same good order and condition as they were when received and to repair all damage to said Premises, usual wear and tear excepted, and also to remain liable for the Rent until all of the Premises, with keys to the same, are returned to the Lessor, its legal representative, or assigns, in acceptable condition and working order, and no demand or notice of such delivery shall be necessary. Lessor reserves the right to remove from the Premises all effects of Lessee remaining after the expiration or termination of this Lease and at Lessee's sole expense to dispose of the property without any liability therefore on the part of the Lessor.

8.3 Lien on Leasehold, Etc. A first lien is hereby expressly reserved by the Lessor, and Lessee hereby grants a security interest to the Lessor upon all interest of the Lessee in this leasehold, and upon all buildings, improvements, water fixtures, gas fixtures, and all other fixtures (fixtures being any additions which cannot be removed without material damage to building or surrounding area) erected or put into place upon the Premises by or through the Lessee or other occupants. Such fixtures may be those put upon the Premises by or through the Lessee or other occupants and may be levied upon for the payment of Rent and also for the satisfaction of any causes of action which may accrue to the Lessor by the provisions of this instrument; provided, however,

that his lien shall not apply to goods, wares and merchandise held by the Lessee for sale to customers in the ordinary course of business, nor to stock in trade, nor equipment.

8.4 Right to Lease or Sell. Lessor shall have the right at any time within three (3) months prior to the expiration of the Lease Term to affix to any part of the building of which the Premises are a part, a For Rent or For Sale notice.

Section 9 MECHANICS' LIENS

9.1 Payment. Lessee shall keep the Premises free of all liens on account of work performed on the Premises on Lessee's behalf, and Lessee shall promptly pay, prior to delinquency, all contractors and materialmen performing work on the Premises at Lessee's request.

Section 10 COMPLIANCE WITH LAWS

10.1 Lawful Uses. Lessee shall not utilize the Premises for any purpose in violation of the laws, rules and regulations of the United States, the State of Tennessee, nor of the ordinances, rules and the laws of the City of Memphis, Tennessee. Lessee agrees to obtain and maintain all permits and licenses necessary to do business on the Premises.

10.2 Lessee. Lessee represents and warrants to Lessor that Lessee's improvements to and operation of the Premises shall comply with all federal, state, county, and municipal laws and ordinances and all rules, regulations and orders of any duly constituted governmental authority present or future possessing jurisdiction, including but not limited to all local, state or federal government environmental laws and regulations.

10.3 Waste and Nuisances. Lessee agrees not to commit nor to permit to be committed any waste whatsoever and that it shall allow no nuisance to exist on said Premises and shall, when required by the proper authorities, abate all nuisances at its own expense.

10.4 Signage. Lessee agrees that no exterior or interior window or door sign, advertising media, or window or door lettering or placards or other signs or advertising materials shall be installed, erected, attached or affixed to any portion of the interior or exterior of the Premises without the express prior written consent of Lessor.

10.5 Rules and Regulations. Lessee agrees to abide by all reasonable rules and regulations adopted by Lessor. Said rules and regulations shall become enforceable thirty (30) days after written notice of same are delivered to Lessee. A copy of the current rules and regulations is attached hereto and incorporated herein as Exhibit B.

Section 11 INSURANCE

11.1 Insurance. Lessee is a governmental entity and, as such, is self-insured.

Section 12 DAMAGE AND DESTRUCTION

12.1 Destruction by Fire. In the event that the building containing the Premises is totally destroyed by fire or other cause or damaged to the extent that the restoration or repair of such building cannot be completed within one hundred twenty (120) days from the date of such casualty, this Lease at the option of Lessee, shall terminate. Lessee shall be allowed an abatement of Rent from the date of such damage or destruction, and shall be relieved of the liability for the payment of any Rent installments falling due thereafter until the Premises are restored. However, if the damage is such that the rebuilding or repairs can be completed within ninety (90) days, Lessee shall be allowed an abatement in the Rent only for such time as the Premises are unusable. As soon as the Premises are restored and repairs completed, Lessee agrees to take possession of the Premises and to resume the payment of the Rent upon the same terms and conditions in effect for the then unexpired Term.

12.2 Partial Destruction. Should only a portion of the Premises be damaged or destroyed and Lessee is able to continue to operate its business within the Premises during any such period of repair or rebuilding, Lessee's monthly Rent obligation shall be reduced pro-rata to the actual square footage available to Lessee during such period. In addition, any other charges payable by Lessee to Lessor based upon the square footage of the Floor Area of the Premises shall be reduced pro-rata from the date of the damage or destruction to the earlier of (i) the date on which a certificate of occupancy or other necessary approval has been issued to Lessee by the local government authority for the portion of the Premises damaged or destroyed or (ii) the date on which Lessee reopens for business in that portion of the Premises so damaged.

Section 13 EMINENT DOMAIN

13.1 Rights of Lessor/Lessee. If, during the Lease Term, ten percent (10%) of the Floor Area of the Premises or twenty-five percent (25%) or more of the Premises is acquired or condemned by right of eminent domain for any public or quasi-public use or purpose, then either Lessor or Lessee may terminate this Lease upon written notice to the other, which termination shall be effective as of the date of such taking. In the event only a portion of the Premises are taken, and thereafter Lessee elects not to terminate this Lease, Lessee shall promptly and diligently repair the remaining Premises to as near original condition as possible. The Initial Term rent, and any other charges due Lessor, shall be abated during the period of any restoration until such time as the Premises have been completed and are ready for occupancy by Lessee. Initial Term Rent and any other charges due from Lessee under this Lease which are based upon the square footage of the Floor Area of the Premises shall thereafter be reduced in proportion to the square footage eliminated or taken from the Premises. Nothing herein

shall prevent either Lessor or Lessee from prosecuting claims in any condemnation proceedings for the value of their respective interests. Lessor shall be entitled to the condemnation award attributed to the real property, and Lessee shall be entitled to any award attributed to the taking of its fixtures and equipment, leasehold improvements, relocation expenses, goodwill, loss of business or other award not related to the value of the underlying real property.

Section 14 LESSEE'S DEFAULT

14.1 Default Generally. The following shall be considered for all purposes to be a default under and a breach of this Lease by Lessee: (i) the failure of Lessee to pay any Rent or other amount within ten (10) days when due hereunder; (ii) the failure by Lessee to perform or observe any other of the terms, provisions, conditions and covenants of this Lease for more than thirty (30) days after receipt of written notice from Lessor of such failure; (iii) a determination by Lessor that Lessee has submitted any false report required to be furnished hereunder; (iv) the continuation by Lessee, after receipt of written notice, of any activity which directly or indirectly interferes in any way with, or results in a work stoppage in any other portion of the building of which the Premises are a part (except due to causes beyond Lessee's control); (v) Lessee abandons or vacates or otherwise does not do business in the Premises (unless due to causes beyond Lessee's control) for a period of ten (10) consecutive days; or (vi) this Lease or Lessee's interest herein or in the Premises or any improvements thereon are executed upon or attached; or (vii) the failure of Lessee to cure or commence to cure and diligently pursue the correction of any default beyond any applicable grace period. In any such event, Lessor, in addition to all other rights and remedies available to Lessor, shall have the right thereupon, or at any time thereafter to terminate this Lease by giving forty-eight (48) hours written notice to Lessee stating the date upon which such termination shall be effective, and thereafter Lessor shall have the right to re-enter and take possession of the Premises, remove all persons and property from the Premises, store any such remaining property at Lessee's expense, and sell any such remaining property to satisfy any amounts owing to Lessor by Lessee, all without further notice or further resort to legal process, and without being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby. Nothing herein shall be construed to require Lessor to provide any further notice before exercising any of the rights and remedies provided for in this section.

14.2 Lessee's Bankruptcy. No filing by Lessor or Lessee of a petition under either Chapter 7 or Chapter 11 or any other Chapter of the United States Bankruptcy Code, 11 U.S.C. '101 et seq. shall, in and of itself, be considered a default by either Lessor or Lessee hereunder, and in any such event, this Lease and the rights of Lessor and Lessee generally shall be governed by and be subject to the respective provisions of the United States Bankruptcy Code dealing with the rights of Lessees, Lessors and Creditors generally with regard to such leases and executory contracts.

14.3 Waiver. The waiver of performance of any covenant, term or condition of this Lease by Lessor or Lessee shall not be construed as a waiver of any subsequent

breach of the same covenant, term or condition.

14.4 Right to Relet. Should Lessor re-enter the Premises as provided for in Section 12.1, or should Lessor take possession pursuant to legal proceedings or otherwise, Lessor may terminate this Lease or, without terminating this Lease, may make such alterations and repairs as Lessor deems advisable to relet the Premises or any part thereof, upon such terms (which may extend beyond the Lease Term) and conditions and at such rentals as Lessor in its sole discretion deems advisable. Upon each such reletting, all rentals received by Lessor shall be applied, first, to any indebtedness other than the Rent due hereunder from Lessee; second, to pay any costs and expenses of reletting, including brokers and reasonable attorneys' fees and costs of alterations and repairs; third, to Rent due Lessor hereunder; and the remainder, if any, shall be held by Lessor and applied to payment of any future Rent as it may become due hereunder.

14.5 Deficiency. If Rent received from such reletting during any month is less than the Rent to be paid during that month by Lessee hereunder, Lessee shall immediately pay any such deficiency to Lessor. No re-entry or possession of the Premises by Lessor pursuant to this Section 14 shall be construed as an election to terminate this Lease unless a written notice of such termination is given by Lessor.

14.6 Damage. Notwithstanding any such reletting without termination, Lessor may, at any time thereafter, terminate this Lease for any prior breach or default. If Lessor terminates this Lease for any breach, or otherwise takes any action on account of Lessee's breach or default hereunder, in addition to any other remedies Lessor may have, Lessor may recover from Lessee all damages incurred by reason of such breach or default, including reasonable attorneys' fees, all costs of retaking the Premises, including the excess, if any, of the total rent and charges reserved in this Lease for the remainder of the then existing Term over the then reasonable rental value of the Premises for the remainder of such Term, all of which shall be immediately due and payable by Lessee to Lessor.

Section 15 SUBORDINATION, ATTORNMENT, ESTOPPEL AGREEMENT

15.1 Subordination. This Lease shall be junior and subordinate at all times to the lien of any first mortgage or mortgages and to the lien of any Deed of Trust or other method of financing which is presently or hereafter becomes a lien upon any part of the Premises; provided, that such lien, by its terms or by separate written agreement with Lessee, provides that if Lessee is not then in default under this Lease, Lessee's rights hereunder shall not terminate as a result of the foreclosure of any such lien, and Lessee's rights under this Lease shall continue in full force and effect and Lessee's possession of the Premises shall not be disturbed except in accordance with the provisions of this Lease. Lessee shall, upon request of any such mortgage holder, execute a Subordination and Attornment Agreement, within fifteen (15) days of such request, and Lessee agrees that if any such lien holder succeeds to the interest of Lessor, Lessee shall attorn to such lien holder, its successors and assigns, as Lessor under the terms of this Lease.

15.2 Estoppel Agreement. Within fifteen (15) days after a request by Lessor, Lessee shall execute and deliver to Lessor an estoppel statement in such reasonable form as Lessor may request. The Estoppel Agreement shall include representations (i) that this Lease is in full force and effect, (ii) that there are no uncured defaults in the other party's performance hereunder, and/or (iii) that not more than one (1) monthly installment of the minimum annual rental has been paid in advance.

Section 16 ASSIGNMENT AND SUBLETTING

16.1 Lessor's Consent. Lessee shall not sell, assign, mortgage, pledge or in any manner transfer its interest under this Lease, nor sublet all or any part of the Premises without first obtaining Lessor's prior written consent.

16.2 Assignments. The Lessee shall not sell nor assign this Lease or sublet the said Premises or any part of the same or in any manner transfer this Lease or leasehold without the written consent of the Lessor.

16.3 Renewal. No renewal or extension of this Lease shall be binding on either party unless it be in writing and signed by the Lessor and the Lessee.

Section 17 QUIET POSSESSION AND TITLE OF LESSOR

17.1 Possession. Lessor covenants that upon payment of the Rent and the performance and observance of the agreements and conditions contained herein, Lessee shall enjoy peaceful and quiet enjoyment and possession of the Premises. Lessee agrees and understands that, during the term of this Lease, Lessor may use or cause to be used for conventions, expositions or attractions any portion of the Lessor's property not included in the Premises which may impact on the Lessee's use of common areas, parking or access to the Premises.

Section 18 HOLDING OVER

18.1 Month-to-Month. Should Lessee remain in possession of the Premises or any portion thereof after the expiration of the Initial Term, then, in the absence of an agreement in writing between Lessor and Lessee, Lessee shall be deemed a holdover Lessee, until acceptance of Rent by Lessor, at which time Lessee shall become a Lessee from month-to-month. Lessee shall pay Rent during any such holdover period at a rate equal to 150% of the rate existing immediately prior to the expiration of the Lease.

Section 19 MISCELLANEOUS

19.1 Covenants Run to Heirs, Etc. It is agreed by the parties to this contract that all covenants, agreements, and undertakings contained in this Lease shall extend to and be binding on their respective heirs, executors, administrators, successors, and

assigns the same as if they were in every case named and expressed; that the terms "Lessor" and "Lessee" shall be construed in the singular or plural number according to whether they respectively represent one or more than one person, and, in the event the Lessor or Lessee is a corporation, the pronouns and other words referring to the Lessor or Lessee herein shall be considered as changed to the proper pronouns or words to indicate that the Lessor or Lessee is a corporation.

19.2 Enforceability. If any term, covenant, condition or restriction of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

19.3 All Conditions Contained Herein. This Lease contains all of the agreements and conditions made between the parties hereto, and no representations or statements claimed to have been made and not herein contained shall vary or modify this Lease in any way.

19.4 Relationship. Nothing contained in this Lease shall be deemed or construed by Lessor, Lessee or by any third person to create a partnership or joint venture between Lessor and Lessee nor establish the relationship of principal and agent, or of any other association other than Lessor and Lessee.

19.5 Time. Time shall be construed to be of the essence in the performance of each provision of this Lease.

19.6 Interpretation. Words of gender used in this Lease shall be deemed to include other genders, and singular and plural words shall be deemed to include the other, as the context may require. Paragraph headings in this Lease are for convenience only, and are not a part of this Lease, and shall not be used to interpret this Lease.

19.7 Consent. Wherever in this Lease Lessor or Lessee is required to give its consent or approval to any action on the part of the other, such consent or approval shall not be unreasonably withheld or delayed.

19.8 Billing. All amounts payable by Lessee to Lessor or by Lessor to Lessee for which either is required to be billed by the other shall be billed within twelve (12) months of the date the charge is incurred by the billing party or the billing party shall have waived its right to reimbursement thereof.

19.9 Actions. In the event Lessor or Lessee brings legal action against the other arising out of this Lease, the prevailing party shall be entitled to recover from the other party all costs of suit and reasonable attorneys' fees.

19.10 Notices. Whenever this Lease requires any demand notice or declaration to be made, where it is determined desirable or necessary by either Lessor or Lessee to

give or serve notice, demand or declaration to the other, such notice shall be in writing and sent by express or certified mail, return receipt requested, with postage prepaid, addressed to Lessee or Lessor, as the case may be, at the applicable address specified in Section 1.5 hereof. Either Lessor or Lessee may, at any time and from time to time, designate a different address to which notices may be sent. Notices shall be effective when mailed or delivered as above specified.

19.11 Recordation. Lessor and Lessee agree that neither shall record this Lease.

19.12 Brokers. Lessor and Lessee hereby represent and warrant to each other that neither has employed the services of a real estate broker in connection with this lease, and that there are no claims occurring against the Lessor for brokerage commissions or finder's fees in connection with the execution of this Lease. Each hereby holds the other harmless from and shall indemnify and defend the other against any and all claims, demands, liability, cost and expense (including, without limitation, reasonable attorneys' fees) occurring against the Lessor in connection with any claim for brokerage commissions or fees to be paid to any third party as a result of the execution of this Lease.

19.13 Amendments. All of the agreements heretofore and contemporaneously made by and between Lessor and Lessee are contained in this Lease, and this Lease cannot be modified in any material respect except by a writing executed by Lessor and Lessee.

19.14 Successors and Assigns. The terms, conditions and covenants herein contained shall inure to the benefit of and be binding upon the heirs, assigns and other successors in interest of Lessor and Lessee.

19.15 Force Majeure. If either Lessor or Lessee shall be delayed or hindered in or prevented from performing any act or obligation required by either hereunder due to strikes, lockouts, labor troubles, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, or other reason of a like nature, not directly the fault of the party delayed in performing work or obligations required under this Lease, the period provided herein for performance of any such act or obligation shall be extended for a period of time equivalent to the period of time encompassed in such delay. Notwithstanding the foregoing, the provisions of this Section shall not affect the Rent payment provisions set forth in Section 3 as to the date Lessee may be required to open for business within the Premises.

19.16 Conflict of Interest. The Lessor covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of the Services. The Lessor warrants that no part of the total Contract Fee shall be paid directly or indirectly to any officer or employee of the COUNTY as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to the Lessor in connection with any work contemplated or

performed relative to this contract.

19.17 Applicable Law.

- a. The Lessor certifies that it is qualified or will take steps necessary to qualify to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of the Services under this Contract.
- b. The Lessor is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the performance of the Services. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, occupational Safety and Health Administration (OSHA) requirements, and the Americans with Disabilities Act (ADA).
- c. This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Contract, all parties hereto agree that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

19.18 CONTINGENT FEES Lessor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the LESSOR, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Lessor any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the COUNTY will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

19.19 NON-DISCRIMINATION The Lessor hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or be denied benefits of or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Lessor on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State Constitutional or statutory law. The Lessor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

19.20 SUBJECT TO FUNDING This Lease is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Lease are not appropriated by Shelby County Government for any of its fiscal period during the Term hereof, then this Lease will be terminated without penalty. In the event of such termination, the Lessor shall be entitled to receive just and equitable compensation for the time of actual occupancy through the Termination Date.

19.21 DISCLOSURE OF REPORTS, DATA OR OTHER INFORMATION

Notwithstanding anything to the contrary contained herein or within any other document supplied to COUNTY by Lessor, Lessor understands and acknowledges that COUNTY is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to COUNTY by Lessor due to Services performed pursuant to this Contract is subject to being divulged as a public record in accordance with the laws of the State of Tennessee. Additionally, all books of account and financial records that are specific to the work performed in accordance with this Contract may be subject to audit by the Director of Administration and Finance of Shelby County Government and/or its designated appointee, and all records pertaining to the subject matter contained herein must be preserved by Lessor for a period of three (3) years from the date of final payment and for such period, if any, as is required by all applicable laws.

19.22 NOTICE OF OPEN RECORDS Notwithstanding anything to the contrary contained herein or within any other document supplied to COUNTY by the LESSOR, LESSOR understands and acknowledges that COUNTY is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to COUNTY shall be the property of COUNTY and is subject to being divulged as a public record in accordance with the laws of the State of Tennessee.

19.24 Final Inspection and Claim for Damages. LESSOR agrees to complete a final inspection with COUNTY prior to COUNTY turning over possession of the leased premises. At the final inspection, any damage to the premises must be reduced to writing and signed by both the LESSOR and an authorized representative of the COUNTY acting in his/her official capacity. Within thirty (30) calendar days of final inspection, LESSOR must deliver, per the means provided in the Notice Section of this Contract to COUNTY, a final bill for any claimed damages and associated expenses. If same is not delivered to COUNTY within the proscribed time and means as set forth in this Lease, same is deemed waived and uncollectible. Additionally, if LESSOR refuses to complete a final inspection with COUNTY or reduce damages/expenses to writing and have same signed by both parties at Final Inspection, LESSOR has voluntarily waived his/her right to claim damages or expenses associated herewith. Possession shall be exchanged at final inspection. All expenses claimed under this provision shall be customary and reasonable. County reserves the right to request assurances and/or comparable quotes to certify same.

This section left blank intentionally

IN TESTIMONY WHEREOF, Lessor and Lessee have executed this Lease as of the date first above written.

LESSEE:
SHELBY COUNTY GOVERNMENT

By: _____
Mark H. Luttrell, Jr., County Mayor

Date: _____

LESSOR:
AGRICENTER INTERNATIONAL, INC.

By: John Charles Wilson, President
John Charles Wilson, President

Date: 1/14/2016

APPROVED AS TO FORM AND LEGALITY:

By: _____
Assistant County Attorney/
Contract Administrator

SHELBY COUNTY AGRICENTER

By: _____

Title: _____

Date: _____

OTHER COUNTY APPROVALS:

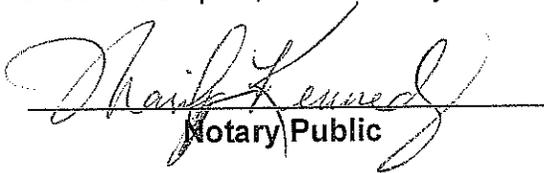
By: _____
Land Bank, Manager

By: _____
Land Bank, Administrator

**STATE OF TENNESSEE
COUNTY OF SHELBY**

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared JOHN CHARLES WILSON, with whom I am personally acquainted, and who upon oath acknowledged himself to be the PRESIDENT, of AGRICENTER INTERNATIONAL, INC., the within named bargainer, a Tennessee non-profit corporation, and that he 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 himself as PRESIDENT of said corporation.

WITNESS my hand and Notarial Seal, at office in Memphis, in the County aforesaid, this 14th day of January, 2016.



Notary Public

MY COMMISSION EXPIRES:

July 28, 2018



**STATE OF TENNESSEE
COUNTY OF SHELBY**

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared _____ of **Shelby County**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the _____ of **Shelby County**, the within named bargainer, one of the counties of the State of Tennessee, and that he as such _____ of said county, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Shelby County by himself as such _____ of said Shelby County.

WITNESS my hand and Notarial Seal, at office in Memphis, in the County aforesaid, this ____ day of _____, 2016.

Notary Public

MY COMMISSION EXPIRES:

Code of Ethics
Section 18-59

SHELBY COUNTY GOVERNMENT
GRATUITY DISCLOSURE FORM

INSTRUCTIONS: This form is for all persons receiving any Shelby County Government contract, subcontract, land use approval or financial grant money to report any gratuity that has been given, directly or indirectly, to any elected official, employee or appointee (including their spouse and immediate family members) who is involved in the decision regarding the contract, land use approval, or financial grant of money.

1. NAME

AGRICENTER INTERNATIONAL, INC.

2. DATE OF GRATUITY

None

3. NATURE AND PURPOSE OF THE GRATUITY

None

4. NAME OF THE OFFICIAL, EMPLOYEE, APPOINTEE, OR FAMILY MEMBER WHO RECEIVED THE GRATUITY

None

5. NAME OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY

None

6. ADDRESS OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY

None

7. DESCRIPTION OF THE GRATUITY

None

8. **COST OF THE GRATUITY** (If cost is unknown and not reasonably discernible by the person giving the gratuity, then the person giving the gratuity shall report a good faith estimate of the cost of the gratuity.)

None

9. The information contained in this Gratuity Disclosure Form, and any supporting documentation or materials referenced herein or submitted herewith, is true and correct to the best of my knowledge, information and belief and I affirm that I have not given, directly or indirectly, any gratuity to any elected official, employee or appointee (including spouse and immediate family members) that has not been disclosed and I affirm that I have not violated the provisions of the Shelby County Government Code of Ethics.

(x) John Charles Wilson
Signature

(x) 1/14/2016
Date

(x) John Charles Wilson
Print Name

A copy of your completed form will be placed on the Shelby County Internet website.