

**EXTENSION TO  
PIDGEON INDUSTRIAL PARK LEASE AGREEMENT**

This Extension is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between the Memphis and Shelby County Port Commission, City of Memphis and County of Shelby (hereafter "Lessors") and the City of Memphis Division of Public Works (hereafter "Lessee").

Whereas, on or about April 9, 1996, Lessors and Lessee entered into the Pidgeon Industrial Park Lease Agreement (hereafter "Lease") for the lease of the 1037-acre parcel of property located in the Frank Pidgeon Industrial Park; and

Whereas, the Lease expired on December 31, 2015; and

Whereas, the parties desire to extend the Term of the Lease while the parties continue to renegotiate the existing terms and conditions included therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties agree as follows:

- A. The Term of the Lease is hereby extended for an additional period of two (2) years which shall begin on January 1, 2016 and end on December 31, 2017.
- B. All other terms and conditions of the Lease shall remain in full force and effect, and shall bind the parties as intended in the original Lease dated April 9, 1996.
- C. This Extension may be executed in counterparts or duplicate originals, each of which shall be considered one instrument, and which shall be the official and governing version in interpretation of this Extension.

The parties have executed and agree to be bound by this Extension to the Pidgeon Industrial Park Lease Agreement as of the date first written above.

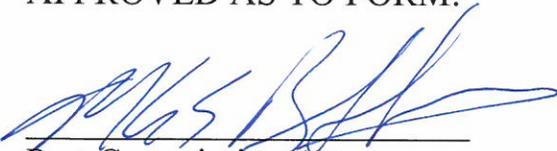
ATTEST:

  
Secretary-Treasurer

LESSOR:  
MEMPHIS AND SHELBY COUNTY  
PORT COMMISSION

By:   
Chairman

APPROVED AS TO FORM:

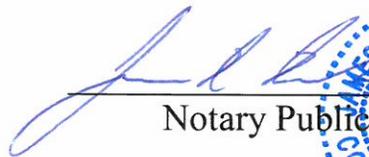
  
Port Commission Attorney

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 **JOHNNY B. MOORE, Jr.**, 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 15<sup>th</sup> day of June, 20016.

My Commission Expires  
September 21, 2016

  
Notary Public 

My commission expires:

ATTEST:

\_\_\_\_\_  
City Comptroller

LESSOR:  
CITY OF MEMPHIS

By: \_\_\_\_\_  
Jim Strickland, Mayor

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 **Jim Strickland**, and with whom I am personally acquainted, and who upon oath acknowledged himself to be the Mayor 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 thereof.

WITNESS my hand and seal of office at Memphis, Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

APPROVED AS TO LEGAL FORM  
AND LEGALITY:

LESSOR:  
COUNTY OF SHELBY

\_\_\_\_\_  
Contract Administrator  
Assistant County Attorney

By: \_\_\_\_\_  
Mark H. Luttrell, Mayor

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 **MARK H. LUTTRELL**, 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  
\_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

ATTEST:

LESSEE:  
CITY OF MEMPHIS

\_\_\_\_\_  
City Comptroller

By: \_\_\_\_\_  
Jim Strickland, Mayor

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 **Jim Strickland**, and with whom I am personally acquainted, and who upon oath acknowledged himself to be the Mayor 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 thereof.

WITNESS my hand and seal of office at Memphis, Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_