

ONE PARK

FOR EVERYONE

A Presentation to Memphis City Council Parks Committee
July 23, 2024



OVERTOWN PARK
CONSERVANCY



OVERTOWN PARK
SHELL



Today's Agenda

01.

Our Shared
Accomplishments

02.

What's Next?

03.

Upcoming
Events





One Park

Vision



- 01 Collaborative approach among Overton Park Partners
- 02 Planning, operations efficiencies, security
- 03 Programming
- 04 Marketing and communications
- 05 Advocacy and fundraising
- 06 Unified, cohesive experience for all visitors



Coordinating
Security
& Communications



Monthly meetings to discuss security

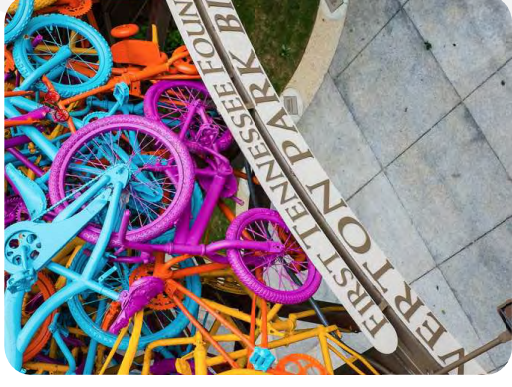
Park Partners + Local Law Enforcement



Shared online calendar of park events

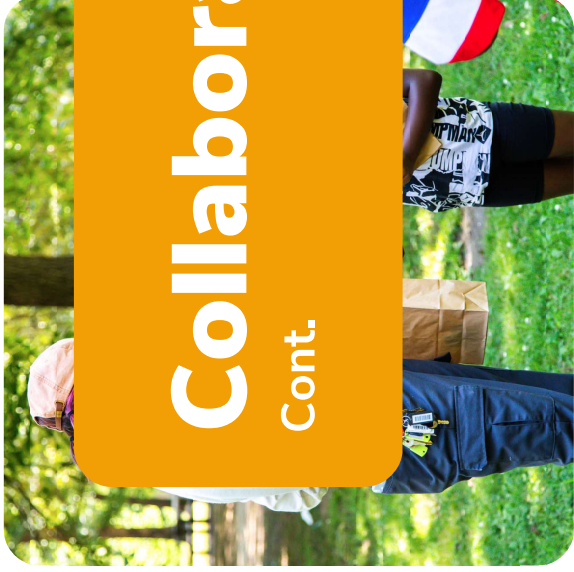
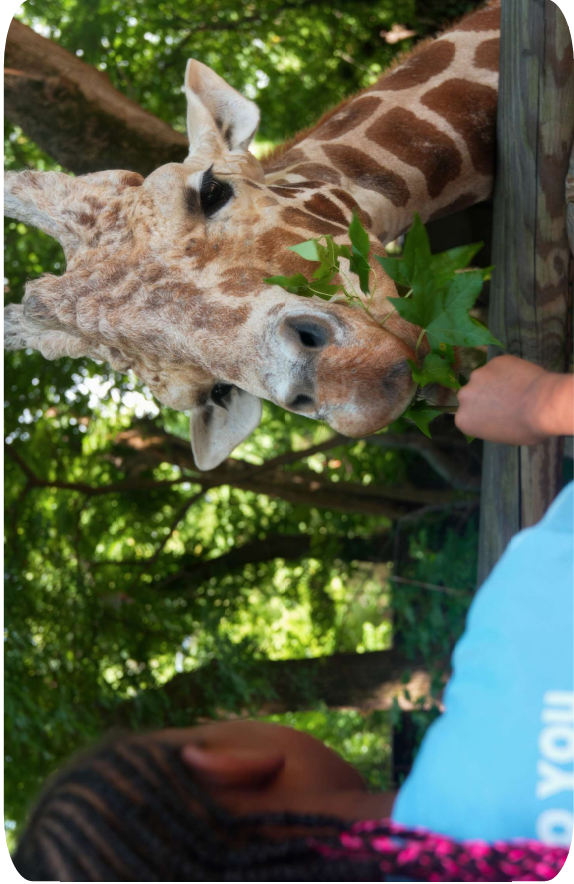
Supporting partners' social media efforts





Collaborations

Enriching Experiences



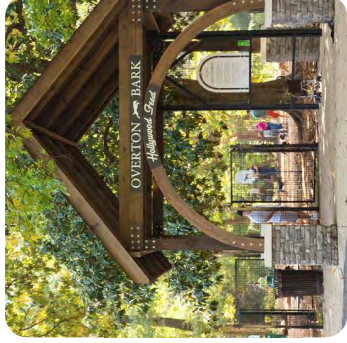
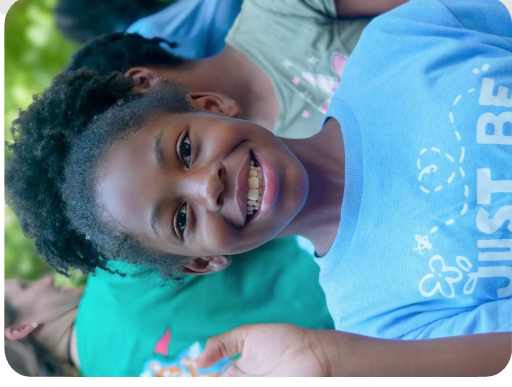
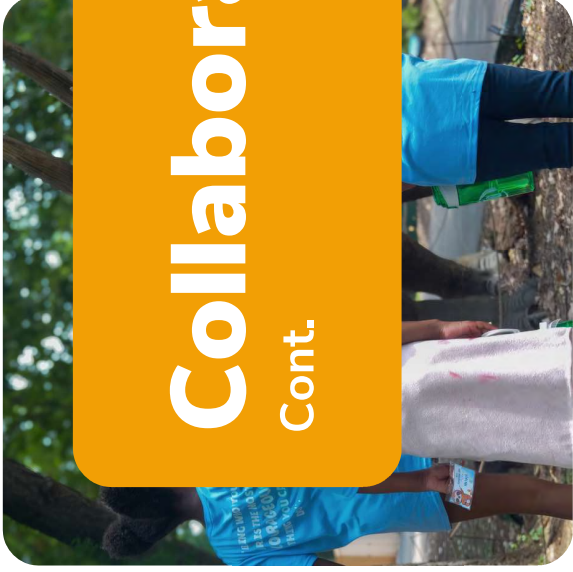
Collaborations

Cont.



Collaborations

Cont.





The **Ultimate**
Collaboration



Summer Camp



What's Needed Next



Support for Summer
Camp 2025



Support for security
technology



Support for security in
general, for all parks and
green spaces

Upcoming Events

Event calendars found at overtonpark.org/events

**Metal Museum
Groundbreaking
August 29 • 10am**



**Holiday Party for Park
Partners Board Members +
Elected Officials
December 11 • Evening**



07/23/2024

THANK YOU



Overton Park
CONSERVANCY

METAL
MUSEUM



Overton Park
SHELL





City Council Item Routing Sheet

Division: Solid Waste

Committee: Finance

Hearing Date: July 9, 2024

Ordinance

Resolution

Grant Acceptance

Budget Amendment

Commendation

Other: [Click here to enter](#)

Item Description:

Resolution to transfer and reallocate current FY2024 Solid Waste funds to pay actual remaining forecasted fiscal year invoices and remaining balances and Impasse Economic Packages.

Describe previous action taken by any other entity (i.e., board, commission, task force, council committee, etc.) and date of any action taken:

No previous action has been taken.

Recommended Council Action: Adopt the resolution.

**Does this item require city expenditure?
Yes, Solid Waste FY2024 Funding Budget.**

\$4,085,092.00

Source and Amount of Funds:

Please See Attachment

Service Centers:

160101 / 160201 / 160301 / 160401 / 160501

Categories:

Personnel: \$2,410,000

Material & Supplies \$1, 675,092

Total:

\$4,085,092.00

Approvals

Director _____

Date _____

Division Chief _____

Chief _____

Date _____

Budget Manager _____

Date _____

Chief Financial Officer _____

Date _____

Chief Legal Officer _____

Date _____

Chief Administrative Officer

Date _____

Council Committee Chair

Date _____

SOLID WASTE FY2024
TRANSFERS

ITEM DESCRIPTION	SERVICE CENTER	ACCOUNT	INCREASE (Debit)	DECREASE (Credit)
City Computer Service Equipment	160101	052204		\$ 45,500.00
Data Word Process Software	160101	052208		\$ 40,000.00
Document Reproduction	160101	052108		\$ 10,000.00
Misc. Professional Services	160101	052528		\$ 122,500.00
Outside Equipment Repair/Maintenance	160101	052410		\$ 127,500.00
Outside Postage	160101	052324		\$ 5,000.00
Professional Fees	160101	061149		\$ 135,000.00
Seminars / Training / Education	160101	052526		\$ 5,000.00
City Hall Printing	160201	052102		\$ 6,000.00
City Shop Charges	160201	052116		\$ 106,000.00
City Shop Fuel	160201	052124		\$ 139,000.00
Clothing	160201	052310		\$ 111,092.00
Facility Repair and Carpentry	160201	052114		\$ 40,000.00
Hand Tools	160201	052308		\$ 21,000.00
Janitorial Services	160201	052518		\$ 50,000.00
Maintenance of Grounds	160201	052414		\$ 19,000.00
Misc. Professional Services	160201	052528		\$ 75,000.00
Outside Equipment Repair/Maintenance	160201	052410		\$ 50,000.00
Outside Phone Communications	160201	052514		\$ 30,000.00
Professional Fees	160201	061149		\$ 55,000.00
Seminars / Training / Education	160201	052526		\$ 25,000.00
Facility Repair and Carpentry	160301	052114		\$ 40,000.00
Maintenance of Grounds	160301	052414		\$ 13,500.00
Professional Fees	160301	061149		\$ 45,000.00
Seminars / Training / Education	160301	052526		\$ 4,000.00
City Computer Service Equipment	160401	052204		\$ 15,000.00
City Hall Printing	160401	052102		\$ 11,000.00
Contribution to Education	160401	052910		\$ 32,000.00
Internal Repairs and Maintenance	160401	052498		\$ 25,000.00
Janitorial Services	160401	052518		\$ 24,000.00
Maintenance of Grounds	160401	052414		\$ 24,000.00
Misc. Professional Services	160401	052528		\$ 100,000.00
Printing Outside	160401	052302		\$ 5,000.00
Professional Fees	160401	061149		\$ 99,000.00
Seminars / Training / Education	160401	052526		\$ 5,000.00
Misc. Professional Services	160501	052528		\$ 15,000.00
Full-Time Salaries	160101	051101		\$ 165,000.00
Full-Time Salaries	160201	051101		\$ 2,000,000.00
Full-Time Salaries	160301	051101		\$ 110,000.00
Full-Time Salaries	160401	051101		\$ 40,000.00
Full-Time Salaries	160501	051101		\$ 95,000.00
Bonus Pay	160101	051902	\$ 165,000.00	
Bonus Pay	160201	051902	\$ 2,000,000.00	
Bonus Pay	160301	051902	\$ 110,000.00	
Bonus Pay	160401	051902	\$ 40,000.00	
Bonus Pay	160501	051902	\$ 95,000.00	
Collections	160201	061140	\$ 675,000.00	
Contract Disposal	160301	061138	\$ 978,068.00	
Contract Disposal	160401	061138	\$ 22,024.00	
			\$ 4,085,092.00	\$ 4,085,092.00

Director *[Signature]* Date 6/26/2024

**CITY OF MEMPHIS
COUNCIL BUDGET APPROPRIATION
REQUEST FOR COUNCIL APPROPRIATION**

DIVISION Solid Waste Division DATE 6/26/2024
 SERVICE CENTER NAME Administration SERVICE CENTER 160101
 INITIATED BY Datreille LaSane TITLE Support Service Manager

Fund 0204 Fiscal Month 12 Budget Transaction No. _____

Revenue

ITEM DESCRIPTION, RESOURCE	SERVICE CENTER	ACCOUNT	DECREASE (DEBIT)	INCREASE (CREDIT)
			\$0.00	\$0.00

Expense

ITEM DESCRIPTION	SERVICE CENTER	ACCOUNT	INCREASE (Debit)	DECREASE (Credit)
City Computer Service Equipment	160101	052204		\$ 45,500.00
Data Word Process Software	160101	052208		\$ 40,000.00
Document Reproduction	160101	052108		\$ 10,000.00
Misc. Professional Services	160101	052528		\$ 122,500.00
Outside Equipment Repair/Maintenance	160101	052410		\$ 127,500.00
Outside Postage	160101	052324		\$ 5,000.00
Professional Fees	160101	061149		\$ 135,000.00
Seminars / Training / Education	160101	052526		\$ 5,000.00
City Hall Printing	160201	052102		\$ 6,000.00
City Shop Charges	160201	052116		\$ 106,000.00
City Shop Fuel	160201	052124		\$ 139,000.00
Clothing	160201	052310		\$ 111,092.00
Facility Repair and Carpentry	160201	052114		\$ 40,000.00
Hand Tools	160201	052308		\$ 21,000.00
Janitorial Services	160201	052518		\$ 50,000.00
Maintenance of Grounds	160201	052414		\$ 19,000.00
Misc. Professional Services	160201	052528		\$ 75,000.00
Outside Equipment Repair/Maintenance	160201	052410		\$ 50,000.00
Outside Phone Communications	160201	052514		\$ 30,000.00
Professional Fees	160201	061149		\$ 55,000.00
Seminars / Training / Education	160201	052526		\$ 25,000.00
Facility Repair and Carpentry	160301	052114		\$ 40,000.00
Maintenance of Grounds	160301	052414		\$ 13,500.00
Professional Fees	160301	061149		\$ 45,000.00
Seminars / Training / Education	160301	052526		\$ 4,000.00
City Computer Service Equipment	160401	052204		\$ 15,000.00
City Hall Printing	160401	052102		\$ 11,000.00
Contribution to Education	160401	052910		\$ 32,000.00
Internal Repairs and Maintenance	160401	052498		\$ 25,000.00
Janitorial Services	160401	052518		\$ 24,000.00
Maintenance of Grounds	160401	052414		\$ 24,000.00
Misc. Professional Services	160401	052528		\$ 100,000.00
Printing Outside	160401	052302		\$ 5,000.00
Professional Fees	160401	061149		\$ 99,000.00
Seminars / Training / Education	160401	052526		\$ 5,000.00
Misc. Professional Services	160501	052528		\$ 15,000.00
Full-Time Salaries	160101	051101		\$ 165,000.00
Full-Time Salaries	160201	051101		\$ 2,000,000.00
Full-Time Salaries	160301	051101		\$ 110,000.00
Full-Time Salaries	160401	051101		\$ 40,000.00
Full-Time Salaries	160501	051101		\$ 95,000.00
Bonus Pay	160101	051902	\$ 165,000.00	
Bonus Pay	160201	051902	\$ 2,000,000.00	
Bonus Pay	160301	051902	\$ 110,000.00	
Bonus Pay	160401	051902	\$ 40,000.00	
Bonus Pay	160501	051902	\$ 95,000.00	
Collections	160201	061140	\$ 675,000.00	
Contract Disposal	160301	061138	\$ 978,058.00	
Contract Disposal	160401	061138	\$ 22,024.00	
			\$ 4,085,092.00	\$ 4,085,092.00

JUSTIFICATION
 Re-allocate and transfer remaining FY2024 fiscal funds to pay remaining fiscal year invoices and balances due to increase of CPI, Consumer Price Index, during the 3rd quarter of FY2024 and Impasse Economic Packages

APPROVED BY: [Signature] DATE: 6/26/2024
 DIVISION DIRECTOR

APPROVED BY: _____ DATE: _____
 BUDGET MANAGER
 (LEAVE BLANK IF NOT INTER-DEPARTMENTAL)

APPROVED BY: _____ DATE: _____
 FINANCE DIRECTOR



Resolution to reallocate current FY2024 Solid Waste Budget funds to pay remaining forecasted fiscal year invoices, remaining balances, and the Impasse Economic Packages.

WHEREAS, the City of Memphis Division of Solid Waste is committed to the improvement of quality of life for all citizens and employees of the City of Memphis. Timely payments to vendors and compensation for employees are an obligation and necessity.

WHEREAS, the reallocation of current fiscal funds is a result of contractual agreements with identified vendors, with forecasted increase of CPI, Consumer Price Index, during the 3rd quarter of FY2024, and Impasse Economic Packages.

WHEREAS, the forecasted increase does not exceed the current FY2024 Solid Waste funded budget.

WHEREAS, it is necessary to re-allocate remaining FY2024 fiscal funds to cover remaining fiscal year end balances.

Impasse Economic Package:	\$2,410,000
Contract Disposal:	\$1,000,092
Collections:	<u>\$675,000</u>
Total Amount:	\$4,085,092

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Memphis that the Solid Waste current FY2024 funding budget be and is hereby reallocated and transferred for the expenses in the funding amount of \$4,085,092 to pay remaining year-end balances and Impasse Economic Packages.

BE IF FURTHER RESOLVED, that the FY2024 Solid Waste Operating Budget be and is hereby amended by reallocating and transferring funds in the amount of \$4,085,092



Memphis City Council Summary Sheet

1. Description of the Item (Resolution, Ordinance, etc.)

Reallocate FY2024 Solid Waste Budget funds to pay remaining forecasted fiscal year invoices, remaining balances, and the Impasse Economic Packages.

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

This is initiated by Division of Solid Waste.

3. State whether this is a change to an existing ordinance or resolution, if applicable.

Solid Waste current funds will be transferred and reallocated. The funding is available in the FY2024 Solid Waste Budget, with "zero funding" coming from the General Fund.

4. State whether this requires a new contract, or amends an existing contract, if applicable.

This does not require a new contract or amend an existing contract.

5. State whether this requires an expenditure of funds/requires a budget amendment.

Approval will require reallocation of funds from the Solid Waste FY2024 Budget.

Same Night Meeting Minutes Requested

CITY OF MEMPHIS
Appropriation Statement
Categories within Service Centers
For the Period Ending 07/31/2024

Report Parameters

Period Name : JUL-24
Report Level : Service Center
Account Low : 0204.160101.....
Account High : 0204.160601.....
Budget Name : FUNDING
Exclude Fund Ranges : N

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 07/31/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance Balance	Funding Budget	Unencumbered Balance
	Actual						
0204 Solid Waste Management Fund							
160101 Solid Waste- Administration							
Assets							
105 Cash and Cash Equivalents							
010020 Imprest Cash - Petty Cash	0.00		150.00	0	0.00	0.00	(150.00)
Total 105 Cash and Cash Equivalents	0.00		150.00	0	0.00	0.00	(150.00)
120 Receivables							
012691 A/R - Travel Advance Clear.	0.00		1,974.53	0	0.00	0.00	(1,974.53)
Total 120 Receivables	0.00		1,974.53	0	0.00	0.00	(1,974.53)
Total Assets	0.00		2,124.53	0	0.00	0.00	(2,124.53)
Liabilities							
200 Accounts Payable and Accrued Li							
020113 Accounts Payable - Other	0.00		20,911.69	0	0.00	0.00	(20,911.69)
Total 200 Accounts Payable and Accr	0.00		20,911.69	0	0.00	0.00	(20,911.69)
Total Liabilities	0.00		20,911.69	0	0.00	0.00	(20,911.69)
Revenue							
430 Local Taxes							
040160 Special Assessment Tax	0.00		0.00	0	0.00	85,000.00	85,000.00
040510 Interest, Penalties & Comm	0.00		0.00	0	0.00	15,000.00	15,000.00
Total 430 Local Taxes	0.00		0.00	0	0.00	100,000.00	100,000.00
440 Licenses and Permits							
042116 Misc Permits	240.00		240.00	0	0.00	0.00	(240.00)

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 07/31/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered Balance
	Actual				Balance	Budget	Budget	Balance	
0204 Solid Waste Management Fund									
160101 Solid Waste- Administration									
Revenue									
440 Licenses and Permits									
Total 440 Licenses and Permits	240.00		240.00	0	0.00	0.00	0.00	0.00	(240.00)
450 Charges for Services									
043312 Solid Waste Disposal Fee	0.00		0.00	0	0.00	0.00	108,783,765.00	108,783,765.00	
043314 Sanitation Inspection Fee	240.00		240.00	0	0.00	0.00	648,878.02	648,638.02	
Total 450 Charges for Services	240.00		240.00	0	0.00	0.00	109,432,643.02	109,432,403.02	
455 Use of Money and Property									
045100 Interest on Investments	0.00		0.00	0	0.00	0.00	50,000.04	50,000.04	
045102 Net Income/Investors	0.00		0.00	0	0.00	0.00	3,000.00	3,000.00	
Total 455 Use of Money and Property	0.00		0.00	0	0.00	0.00	53,000.04	53,000.04	
475 Other Revenues									
049100 Miscellaneous Income	0.00		0.00	0	0.00	0.00	741.96	741.96	
049900 Recovery Of Prior Year Exp.	0.00		0.00	0	0.00	0.00	342.00	342.00	
Total 475 Other Revenues	0.00		0.00	0	0.00	0.00	1,083.96	1,083.96	
Total Revenue	480.00		480.00	0	0.00	0.00	109,586,727.02	109,586,247.02	
Expense									
500 Personnel Services									
051101 Full-Time Salaries	0.00		0.00	0	0.00	0.00	2,877,096.24	2,877,096.24	
051102 Holiday Salary Full Time	0.00		0.00	0	0.00	0.00	0.00	0.00	
051103 Vacation Leave	0.00		0.00	0	0.00	0.00	0.00	0.00	
051105 Sick Leave	0.00		0.00	0	0.00	0.00	0.00	0.00	
051202 Overtime	0.00		0.00	0	0.00	0.00	47,050.00	47,050.00	

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 07/31/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered	
	Actual				Balance	Budget	Balance			
0204 Solid Waste Management Fund										
160101 Solid Waste- Administration										
Expense										
500 Personnel Services										
051206 Out of Rank Pay	0.00	0.00	0.00	0	0.00	0.00	17,373.98	17,373.98	17,373.98	0.00
051214 Shift Differential	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00
051218 PTO Final Pay	0.00	0.00	0.00	0	0.00	0.00	20,000.04	20,000.04	20,000.04	0.00
051302 Pension	0.00	0.00	0.00	0	0.00	0.00	109,596.74	109,596.74	109,596.74	0.00
051303 Supplemental Pension	0.00	0.00	0.00	0	0.00	0.00	8,737.64	8,737.64	8,737.64	0.00
051304 Social Security	0.00	0.00	0.00	0	0.00	0.00	35,077.00	35,077.00	35,077.00	0.00
051307 Pension ADC	0.00	0.00	0.00	0	0.00	0.00	13,904.04	13,904.04	13,904.04	0.00
051308 Group Life Insurance	0.00	0.00	0.00	0	0.00	0.00	7,361.88	7,361.88	7,361.88	0.00
051310 Unemployment	0.00	0.00	0.00	0	0.00	0.00	2,480.00	2,480.00	2,480.00	0.00
051311 Pension 401a Match	0.00	0.00	0.00	0	0.00	0.00	5,316.96	5,316.96	5,316.96	0.00
051314 Medicare	0.00	0.00	0.00	0	0.00	0.00	30,919.08	30,919.08	30,919.08	0.00
051315 Long Term Disability	0.00	0.00	0.00	0	0.00	0.00	5,794.15	5,794.15	5,794.15	0.00
051322 Health Insurance - Choice :	0.00	0.00	0.00	0	0.00	0.00	60,996.00	60,996.00	60,996.00	0.00
051326 Benefits Adjustments	0.00	0.00	0.00	0	0.00	0.00	7,653.24	7,653.24	7,653.24	0.00
051327 Health Insurance-Select Pl.	0.00	0.00	0.00	0	0.00	0.00	160,608.00	160,608.00	160,608.00	0.00
051402 Salaries - Part Time/Tempo:	0.00	0.00	0.00	0	0.00	0.00	122,451.00	122,451.00	122,451.00	0.00
051501 On the Job Injury	0.00	0.00	0.00	0	0.00	0.00	21,000.00	21,000.00	21,000.00	0.00
051901 Attrition	0.00	0.00	0.00	0	0.00	0.00	(368,555.04)	(368,555.04)	(368,555.04)	0.00
051902 Bonus Pay	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00
Total 500 Personnel Services	0.00	0.00	0.00	0	0.00	0.00	3,184,860.95	3,184,860.95	3,184,860.95	0.00
505 Materials and Supplies										
052102 City Hall Printing	0.00	0.00	0.00	0	0.00	0.00	2,300.00	2,300.00	2,300.00	0.00
052106 City Hall Postage	0.00	0.00	0.00	0	0.00	0.00	2,800.00	2,800.00	2,800.00	0.00
052108 Document Reproduction - Ci	0.00	0.00	0.00	0	0.00	0.00	10,000.04	10,000.04	10,000.04	0.00
052116 City Shop Charges	0.00	0.00	0.00	0	0.00	0.00	14,869.80	14,869.80	14,869.80	0.00
052124 City Shop Fuel	0.00	0.00	0.00	0	0.00	0.00	1,003.44	1,003.44	1,003.44	0.00
052202 Outside Computer Services	0.00	0.00	0.00	0	0.00	0.00	95,000.04	95,000.04	95,000.04	0.00
052204 City Computer Svc Equipmen	0.00	0.00	0.00	0	0.00	0.00	54,999.96	54,999.96	54,999.96	0.00
052208 Data/Word Process Software	0.00	0.00	0.00	0	0.00	0.00	55,653.96	55,653.96	55,653.96	0.00

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 07/31/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered	
	Actual				Balance	Budget	Balance			
0204 Solid Waste Management Fund										
160101 Solid Waste- Administration										
Expense										
505 Materials and Supplies										
052304 Supplies - Outside	0.00	0.00	0.00	0	0.00	0.00	10,100.04	10,100.04	10,100.04	
052324 Outside Postage	0.00	0.00	0.00	0	0.00	0.00	9,999.96	9,999.96	9,999.96	
052342 Materials and Supplies	298.83	298.83	298.83	2	298.83	0.00	12,568.00	12,568.17	12,269.17	
052410 Outside Equipment Repair/M	0.00	0.00	0.00	0	0.00	0.00	128,099.96	128,099.96	128,099.96	
052514 Outside Phone/Communicatio	0.00	0.00	0.00	0	0.00	0.00	63,000.00	63,000.00	63,000.00	
052520 Security	0.00	0.00	0.00	0	0.00	0.00	900,000.00	900,000.00	900,000.00	
052526 Seminars/Training/Educatio	0.00	0.00	0.00	0	0.00	0.00	15,000.00	15,000.00	15,000.00	
052528 Misc Professional Services	0.00	0.00	0.00	0	0.00	0.00	203,932.00	203,932.00	203,932.00	
052610 Travel Expense	0.00	0.00	0.00	0	0.00	0.00	9,999.96	9,999.96	9,999.96	
052730 Mileage	0.00	0.00	0.00	0	0.00	0.00	1,000.02	1,000.02	1,000.02	
052810 Utilities	0.00	0.00	0.00	0	0.00	0.00	999.96	999.96	999.96	
052921 Claims	0.00	0.00	0.00	0	0.00	0.00	300,000.00	300,000.00	300,000.00	
052930 Dues/Memberships/Periodica	0.00	0.00	0.00	0	0.00	0.00	3,000.00	3,000.00	3,000.00	
Total 505 Materials and Supplies	298.83	298.83	298.83	0	298.83	0.00	1,894,327.14	1,894,327.14	1,894,028.31	
550 Service Charges										
061149 Professional Fees	0.00	0.00	0.00	0	0.00	0.00	140,000.04	140,000.04	140,000.04	
Total 550 Service Charges	0.00	0.00	0.00	0	0.00	0.00	140,000.04	140,000.04	140,000.04	
Total Expense	298.83	298.83	298.83	0	298.83	0.00	5,219,188.13	5,219,188.13	5,218,889.30	
Total Revenue	480.00	480.00	480.00	0	480.00	0.00	109,586,727.02	109,586,727.02	109,586,247.02	
Total Expenditures	298.83	298.83	298.83	0	298.83	0.00	5,219,188.13	5,219,188.13	5,218,889.30	
Net 160101 Solid Waste- Administrat	181.17	181.17	181.17	0	181.17	0.00	104,367,538.89	104,367,538.89	104,367,357.72	

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 07/31/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance Balance	Funding Budget	Unencumbered Balance
	Actual						
0204 Solid Waste Management Fund							
160201 Solid Waste- Collections							
Assets							
105 Cash and Cash Equivalents							
010020 Imprest Cash - Petty Cash	0.00	(150.00)	0	0.00	0.00	0.00	150.00
Total 105 Cash and Cash Equivalents	0.00	(150.00)	0	0.00	0.00	0.00	150.00
120 Receivables							
012629 A/R - Miscellaneous	0.00	1,238.80	0	0.00	0.00	0.00	(1,238.80)
Total 120 Receivables	0.00	1,238.80	0	0.00	0.00	0.00	(1,238.80)
Total Assets	0.00	1,088.80	0	0.00	0.00	0.00	(1,088.80)
Liabilities							
200 Accounts Payable and Accrued Li							
020113 Accounts Payable - Other	0.00	39,185.64	0	0.00	0.00	0.00	(39,185.64)
020213 Other Insurance Payable	0.00	31.38	0	0.00	0.00	0.00	(31.38)
Total 200 Accounts Payable and Accr	0.00	39,217.02	0	0.00	0.00	0.00	(39,217.02)
999 Other Liabilities							
020002 Discounts Lost	0.00	(1,504.62)	0	0.00	0.00	0.00	1,504.62
Total 999 Other Liabilities	0.00	(1,504.62)	0	0.00	0.00	0.00	1,504.62
Total Liabilities	0.00	37,712.40	0	0.00	0.00	0.00	(37,712.40)
Expense							
500 Personnel Services							
051101 Full-Time Salaries	0.00	0.00	0	0.00	0.00	19,773,719.16	19,773,719.16

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 07/31/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered	
	Actual				Balance	Budget	Balance			
0204 Solid Waste Management Fund										
160201 Solid Waste- Collections										
Expense										
500 Personnel Services										
051102 Holiday Salary Full Time	0.00		0.00	0	0.00	0.00	0.00	0.00	0.00	0.00
051103 Vacation Leave	0.00		0.00	0	0.00	0.00	0.00	0.00	0.00	0.00
051105 Sick Leave	0.00		0.00	0	0.00	0.00	0.00	0.00	0.00	0.00
051202 Overtime	0.00		0.00	0	0.00	0.00	2,660,109.96	2,660,109.96	2,660,109.96	80,025.96
051206 Out of Rank Pay	0.00		0.00	0	0.00	0.00	3,000.00	3,000.00	3,000.00	0.00
051208 Hazardous Duty Pay	0.00		0.00	0	0.00	0.00	2,274.96	2,274.96	2,274.96	0.00
051214 Shift Differential	0.00		0.00	0	0.00	0.00	143,592.00	143,592.00	143,592.00	0.00
051218 PTO Final Pay	0.00		0.00	0	0.00	0.00	26,000.04	26,000.04	26,000.04	0.00
051220 Required Special License P.	0.00		0.00	0	0.00	0.00	114,946.15	114,946.15	114,946.15	0.00
051302 Pension	0.00		0.00	0	0.00	0.00	396,516.37	396,516.37	396,516.37	0.00
051303 Supplemental Pension	0.00		0.00	0	0.00	0.00	1,175,020.00	1,175,020.00	1,175,020.00	0.00
051304 Social Security	0.00		0.00	0	0.00	0.00	16,548.00	16,548.00	16,548.00	0.00
051307 Pension ADC	0.00		0.00	0	0.00	0.00	48,024.60	48,024.60	48,024.60	0.00
051308 Group Life Insurance	0.00		0.00	0	0.00	0.00	31,680.00	31,680.00	31,680.00	0.00
051310 Unemployment	0.00		0.00	0	0.00	0.00	192,012.96	192,012.96	192,012.96	0.00
051311 Pension 401a Match	0.00		0.00	0	0.00	0.00	280,682.64	280,682.64	280,682.64	0.00
051314 Medicare	0.00		0.00	0	0.00	0.00	55,757.47	55,757.47	55,757.47	0.00
051315 Long Term Disability	0.00		0.00	0	0.00	0.00	197,232.00	197,232.00	197,232.00	0.00
051322 Health Insurance - Choice :	0.00		0.00	0	0.00	0.00	65,960.28	65,960.28	65,960.28	0.00
051326 Benefits Adjustments	0.00		0.00	0	0.00	0.00	2,832,624.00	2,832,624.00	2,832,624.00	0.00
051327 Health Insurance-Select Pl.	0.00		0.00	0	0.00	0.00	1,055,365.04	1,055,365.04	1,055,365.04	0.00
051402 Salaries - Part Time/Tempo:	0.00		0.00	0	0.00	0.00	195,620.04	195,620.04	195,620.04	0.00
051501 On the Job Injury	0.00		0.00	0	0.00	0.00	10,985,244.00	10,985,244.00	10,985,244.00	0.00
051602 Proposed ISL	0.00		0.00	0	0.00	0.00	(4,240,596.96)	(4,240,596.96)	(4,240,596.96)	0.00
051901 Attrition	0.00		0.00	0	0.00	0.00	0.00	0.00	0.00	0.00
051902 Bonus Pay	0.00		0.00	0	0.00	0.00	0.00	0.00	0.00	0.00
Total 500 Personnel Services	0.00		0.00	0	0.00	0.00	36,091,358.67	36,091,358.67	36,091,358.67	0.00
505 Materials and Supplies										
052102 City Hall Printing	0.00		0.00	0	0.00	0.00	7,500.00	7,500.00	7,500.00	0.00

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 07/31/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered	
	Actual				Balance		Budget	Balance		
0204 Solid Waste Management Fund										
160201 Solid Waste- Collections										
Expense										
505 Materials and Supplies										
052114 Facility Repair & Carpentr:	0.00		0.00	0	0.00	0.00	543,999.96	543,999.96		543,999.96
052116 City Shop Charges	0.00		0.00	0	0.00	0.00	7,647,099.24	7,647,099.24		7,647,099.24
052124 City Shop Fuel	0.00		0.00	0	0.00	0.00	2,995,166.28	2,995,166.28		2,995,166.28
052202 Outside Computer Services	0.00		0.00	0	0.00	0.00	367,977.96	367,977.96		367,977.96
052304 Supplies - Outside	0.00		0.00	0	0.00	0.00	12,500.00	12,500.00		12,500.00
052308 Hand Tools	0.00		0.00	0	0.00	0.00	21,999.96	21,999.96		21,999.96
052310 Clothing	0.00		0.00	0	0.00	0.00	335,050.04	335,050.04		335,050.04
052312 Household Supplies	0.00		0.00	0	0.00	0.00	6,999.96	6,999.96		6,999.96
052316 Safety Equipment	0.00		0.00	0	0.00	0.00	21,999.96	21,999.96		21,999.96
052342 Materials and Supplies	1,603.27		1,603.27	3	0.00	0.00	53,000.04	53,000.04		51,396.77
052410 Outside Equipment Repair/M:	8,504.75		8,504.75	7	(8,504.75)		122,900.04	122,900.04		122,900.04
052414 Maintenance Of Grounds	200.00		200.00	1	0.00	0.00	36,000.00	36,000.00		35,800.00
052514 Outside Phone/Communicatio:	0.00		0.00	0	0.00	0.00	99,776.04	99,776.04		99,776.04
052518 Janitorial Services	0.00		0.00	0	0.00	0.00	180,000.00	180,000.00		180,000.00
052526 Seminars/Training/Educatio:	0.00		0.00	0	0.00	0.00	50,000.00	50,000.00		50,000.00
052528 Misc Professional Services	821.78		821.78	0	0.00	0.00	315,000.00	315,000.00		314,178.22
052610 Travel Expense	0.00		0.00	0	0.00	0.00	5,000.04	5,000.04		5,000.04
052810 Utilities	0.00		0.00	0	0.00	0.00	129,922.02	129,922.02		129,922.02
052910 Contribution to Education :	0.00		0.00	0	0.00	0.00	200,000.04	200,000.04		200,000.04
052923 Lawsuits	0.00		0.00	0	0.00	0.00	200,000.04	200,000.04		200,000.04
052930 Dues/Memberships/Periodica	0.00		0.00	0	0.00	0.00	3,000.00	3,000.00		3,000.00
Total 505 Materials and Supplies	11,129.80		11,129.80	0	(8,504.75)		13,354,891.62	13,354,891.62		13,352,266.57
510 Capital Outlay										
053108 Equipment	0.00		0.00	0	0.00	0.00	1,270,000.02	1,270,000.02		1,270,000.02
Total 510 Capital Outlay	0.00		0.00	0	0.00	0.00	1,270,000.02	1,270,000.02		1,270,000.02
550 Service Charges										
061137 Private Apartment Collect	96,216.39		96,216.39	2	(96,216.39)		3,951,730.56	3,951,730.56		3,951,730.56

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 07/31/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered Balance
	Actual				Balance	Budget			
0204 Solid Waste Management Fund									
160201 Solid Waste- Collections									
Expense									
550 Service Charges									
061138 Contract Disposal	0.00	0.00	0.00	0	0.00	479,016.96	479,016.96	479,016.96	
061140 Contract Collections	1,176,679.40	1,176,679.40	1,176,679.40	8	0.00	13,983,149.97	12,806,470.57	12,806,470.57	
061149 Professional Fees	0.00	0.00	0.00	0	0.00	249,999.96	249,999.96	249,999.96	
Total 550 Service Charges	1,272,895.79	1,272,895.79	1,272,895.79	7	(96,216.39)	18,663,897.45	17,487,218.05	17,487,218.05	
555 Transfers Out									
080111 Oper Tfr Out - General Fun	0.00	0.00	0.00	0	0.00	750,000.00	750,000.00	750,000.00	
080301 Oper Tfr Out - Debt Servic	0.00	0.00	0.00	0	0.00	1,762,903.01	1,762,903.01	1,762,903.01	
Total 555 Transfers Out	0.00	0.00	0.00	0	0.00	2,512,903.01	2,512,903.01	2,512,903.01	
Total Expense	1,284,025.59	1,284,025.59	1,284,025.59	2	(104,721.14)	71,893,050.77	70,713,746.32	70,713,746.32	
Total Revenue	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00	
Total Expenditures	1,284,025.59	1,284,025.59	1,284,025.59	2	(104,721.14)	71,893,050.77	70,713,746.32	70,713,746.32	
Net 160201 Solid Waste- Collections	(1,284,025.59)	(1,284,025.59)	(1,284,025.59)	2	104,721.14	(71,893,050.77)	(70,713,746.32)	(70,713,746.32)	

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 07/31/2024

Account	Current Month Actual	YTD Actual	% YTD	Encumbrance Balance	Funding Budget	Unencumbered Balance
0204 Solid Waste Management Fund						
160301 Solid Waste- Disposal						
Expense						
500 Personnel Services						
051101 Full-Time Salaries	0.00	0.00	0	0.00	1,316,979.84	1,316,979.84
051102 Holiday Salary Full Time	0.00	0.00	0	0.00	0.00	0.00
051103 Vacation Leave	0.00	0.00	0	0.00	0.00	0.00
051105 Sick Leave	0.00	0.00	0	0.00	0.00	0.00
051202 Overtime	0.00	0.00	0	0.00	99,073.00	99,073.00
051206 Out of Rank Pay	0.00	0.00	0	0.00	33,475.00	33,475.00
051208 Hazardous Duty Pay	0.00	0.00	0	0.00	13,999.96	13,999.96
051214 Shift Differential	0.00	0.00	0	0.00	4,325.04	4,325.04
051218 PTO Final Pay	0.00	0.00	0	0.00	36,408.00	36,408.00
051220 Required Special License P.	0.00	0.00	0	0.00	250.00	250.00
051302 Pension	0.00	0.00	0	0.00	20,201.69	20,201.69
051303 Supplemental Pension	0.00	0.00	0	0.00	18,304.12	18,304.12
051304 Social Security	0.00	0.00	0	0.00	93,916.00	93,916.00
051307 Pension ADC	0.00	0.00	0	0.00	7,181.04	7,181.04
051308 Group Life Insurance	0.00	0.00	0	0.00	2,642.38	2,642.38
051310 Unemployment	0.00	0.00	0	0.00	1,760.00	1,760.00
051311 Pension 401a Match	0.00	0.00	0	0.00	14,295.96	14,295.96
051314 Medicare	0.00	0.00	0	0.00	16,531.92	16,531.92
051315 Long Term Disability	0.00	0.00	0	0.00	3,306.38	3,306.38
051322 Health Insurance - Choice	0.00	0.00	0	0.00	13,824.00	13,824.00
051327 Health Insurance-Select Pl.	0.00	0.00	0	0.00	127,872.00	127,872.00
051501 On the Job Injury	0.00	0.00	0	0.00	30,000.00	30,000.00
051901 Attrition	0.00	0.00	0	0.00	(92,958.96)	(92,958.96)
051902 Bonus Pay	0.00	0.00	0	0.00	0.00	0.00
Total 500 Personnel Services	0.00	0.00	0	0.00	1,761,387.37	1,761,387.37
505 Materials and Supplies						
052114 Facility Repair & Carpentr	0.00	0.00	0	0.00	54,999.96	54,999.96
052202 Outside Computer Services	0.00	0.00	0	0.00	60,000.00	60,000.00
052310 Clothing	0.00	0.00	0	0.00	750.00	750.00

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 07/31/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered Balance
	Actual	YTD Actual			Balance	Budget			
0204 Solid Waste Management Fund									
160301 Solid Waste- Disposal									
Expense									
505 Materials and Supplies									
052410 Outside Equipment Repair/M	0.00	0.00	0.00	0	0.00	0.00	9,999.50	9,999.50	
052414 Maintenance Of Grounds	0.00	0.00	0.00	0	0.00	0.00	24,999.96	24,999.96	
052518 Janitorial Services	0.00	0.00	0.00	0	0.00	0.00	65,000.04	65,000.04	
052526 Seminars/Training/Educatio	0.00	0.00	0.00	0	0.00	0.00	5,000.04	5,000.04	
052528 Misc Professional Services	0.00	0.00	0.00	0	0.00	0.00	249,999.96	249,999.96	
052810 Utilities	0.00	0.00	0.00	0	0.00	0.00	83,872.04	83,872.04	
052930 Dues/Memberships/Periodica	0.00	0.00	0.00	0	0.00	0.00	750.00	750.00	
Total 505 Materials and Supplies	0.00	0.00	0.00	0	0.00	0.00	555,371.50	555,371.50	
550 Service Charges									
061137 Private Apartment Collect	10,325.29	10,325.29	10,325.29	86	(10,325.29)		12,000.00	12,000.00	
061138 Contract Disposal	0.00	0.00	0.00	0	0.00		10,774,575.21	10,774,575.21	
061149 Professional Fees	0.00	0.00	0.00	0	0.00		50,000.04	50,000.04	
Total 550 Service Charges	10,325.29	10,325.29	10,325.29	0	(10,325.29)		10,836,575.25	10,836,575.25	
Total Expense	10,325.29	10,325.29	10,325.29	0	(10,325.29)		13,153,334.12	13,153,334.12	
Total Revenue	0.00	0.00	0.00	0	0.00		0.00	0.00	
Total Expenditures	10,325.29	10,325.29	10,325.29	0	(10,325.29)		13,153,334.12	13,153,334.12	
Net 160301 Solid Waste- Disposal	(10,325.29)	(10,325.29)	(10,325.29)	0	10,325.29		(13,153,334.12)	(13,153,334.12)	

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 07/31/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered Balance
	Actual				Balance	Budget	Balance		
0204 Solid Waste Management Fund									
160401 Solid Waste- Recycling									
Revenue									
475 Other Revenues	12,558.00		12,558.00	52	0.00		24,000.00		11,442.00
049151 Recycling Proceeds									
Total 475 Other Revenues	12,558.00		12,558.00	52	0.00		24,000.00		11,442.00
Total Revenue	12,558.00		12,558.00	52	0.00		24,000.00		11,442.00
Expense									
500 Personnel Services									
051101 Full-Time Salaries	0.00		0.00	0	0.00		645,337.44		645,337.44
051102 Holiday Salary Full Time	0.00		0.00	0	0.00		0.00		0.00
051103 Vacation Leave	0.00		0.00	0	0.00		0.00		0.00
051105 Sick Leave	0.00		0.00	0	0.00		0.00		0.00
051202 Overtime	0.00		0.00	0	0.00		27,500.04		27,500.04
051206 Out of Rank Pay	0.00		0.00	0	0.00		2,125.00		2,125.00
051214 Shift Differential	0.00		0.00	0	0.00		0.00		0.00
051218 PTO Final Pay	0.00		0.00	0	0.00		32,000.04		32,000.04
051302 Pension	0.00		0.00	0	0.00		23,961.92		23,961.92
051303 Supplemental Pension	0.00		0.00	0	0.00		1,102.59		1,102.59
051304 Social Security	0.00		0.00	0	0.00		7,837.00		7,837.00
051307 Pension ADC	0.00		0.00	0	0.00		2,933.04		2,933.04
051308 Group Life Insurance	0.00		0.00	0	0.00		1,244.55		1,244.55
051310 Unemployment	0.00		0.00	0	0.00		480.00		480.00
051311 Pension 401a Match	0.00		0.00	0	0.00		1,185.00		1,185.00
051314 Medicare	0.00		0.00	0	0.00		6,454.68		6,454.68
051315 Long Term Disability	0.00		0.00	0	0.00		1,290.93		1,290.93
051326 Benefits Adjustments	0.00		0.00	0	0.00		1,386.48		1,386.48
051327 Health Insurance-Select Pl.	0.00		0.00	0	0.00		50,952.00		50,952.00
051402 Salaries - Part Time/Tempo:	0.00		0.00	0	0.00		22,184.04		22,184.04
051501 On the Job Injury	0.00		0.00	0	0.00		44,936.01		44,936.01
051901 Attrition	0.00		0.00	0	0.00		(32,445.96)		(32,445.96)

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 07/31/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered	
	Actual				Balance	Budget	Balance			
0204 Solid Waste Management Fund										
160401 Solid Waste- Recycling										
Expense										
500 Personnel Services	0.00		0.00	0	0.00		0.00	0.00		0.00
051902 Bonus Pay										
Total 500 Personnel Services	0.00		0.00	0	0.00		0.00	840,464.80		840,464.80
505 Materials and Supplies										
052102 City Hall Printing	0.00		0.00	0	0.00		0.00	13,199.96		13,199.96
052106 City Hall Postage	0.00		0.00	0	0.00		0.00	200.00		200.00
052116 City Shop Charges	0.00		0.00	0	0.00		0.00	125,838.84		125,838.84
052124 City Shop Fuel	0.00		0.00	0	0.00		0.00	27,205.56		27,205.56
052202 Outside Computer Services	0.00		0.00	0	0.00		0.00	25,022.04		25,022.04
052204 City Computer Svc Equipmen	0.00		0.00	0	0.00		0.00	15,000.00		15,000.00
052302 Printing - Outside	0.00		0.00	0	0.00		0.00	5,000.04		5,000.04
052304 Supplies - Outside	0.00		0.00	0	0.00		0.00	3,400.00		3,400.00
052310 Clothing	0.00		0.00	0	0.00		0.00	2,300.04		2,300.04
052342 Materials and Supplies	5,239.93		5,239.93	26	0.00		0.00	20,000.00		14,760.07
052410 Outside Equipment Repair/M.	553.50		553.50	18	0.00		0.00	3,000.00		2,446.50
052414 Maintenance Of Grounds	0.00		0.00	0	0.00		0.00	24,999.96		24,999.96
052498 Internal Repairs and Maint.	0.00		0.00	0	0.00		0.00	25,000.00		25,000.00
052514 Outside Phone/Communicatio:	0.00		0.00	0	0.00		0.00	2,570.04		2,570.04
052518 Janitorial Services	0.00		0.00	0	0.00		0.00	24,999.96		24,999.96
052526 Seminars/Training/Educatio:	0.00		0.00	0	0.00		0.00	5,000.04		5,000.04
052528 Misc Professional Services	0.00		0.00	0	0.00		0.00	272,250.00		272,250.00
052610 Travel Expense	0.00		0.00	0	0.00		0.00	3,500.00		3,500.00
052810 Utilities	0.00		0.00	0	0.00		0.00	6,206.00		6,206.00
052910 Contribution to Education :	0.00		0.00	0	0.00		0.00	84,999.96		84,999.96
052930 Dues/Memberships/Periodica	0.00		0.00	0	0.00		0.00	750.00		750.00
052950 Misc Services and Charges	0.00		0.00	0	0.00		0.00	65,000.04		65,000.04
Total 505 Materials and Supplies	5,793.43		5,793.43	1	0.00		0.00	755,442.48		749,649.05
550 Service Charges										

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 07/31/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered Balance
	Actual				Balance	Budget			
0204 Solid Waste Management Fund									
160401 Solid Waste- Recycling									
Expense									
550 Service Charges									
061138 Contract Disposal	1,305.58		1,305.58	0	(1,305.58)	913,295.04	913,295.04	913,295.04	
061140 Contract Collections	0.00		0.00	0	0.00	295,179.96	295,179.96	295,179.96	
061149 Professional Fees	0.00		0.00	0	0.00	300,000.00	300,000.00	300,000.00	
Total 550 Service Charges	1,305.58		1,305.58	0	(1,305.58)	1,508,475.00	1,508,475.00	1,508,475.00	
Total Expense	7,099.01		7,099.01	0	(1,305.58)	3,104,382.28	3,104,382.28	3,098,588.85	
Total Revenue	12,558.00		12,558.00	52	0.00	24,000.00	24,000.00	11,442.00	
Total Expenditures	7,099.01		7,099.01	0	(1,305.58)	3,104,382.28	3,104,382.28	3,098,588.85	
Net 160401 Solid Waste- Recycling	5,458.99		5,458.99	0	1,305.58	(3,080,382.28)	(3,087,146.85)	(3,087,146.85)	

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 07/31/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered	
	Actual				Balance	Budget	Balance			
0204 Solid Waste Management Fund										
160501 Solid Waste- Community Impro										
Expense										
500 Personnel Services										
051101 Full-Time Salaries	0.00		0.00	0	0.00	0.00	1,066,049.64	1,066,049.64	1,066,049.64	0.00
051102 Holiday Salary Full Time	0.00		0.00	0	0.00	0.00	0.00	0.00	0.00	0.00
051103 Vacation Leave	0.00		0.00	0	0.00	0.00	0.00	0.00	0.00	0.00
051105 Sick Leave	0.00		0.00	0	0.00	0.00	0.00	0.00	0.00	0.00
051202 Overtime	0.00		0.00	0	0.00	0.00	189,000.00	189,000.00	189,000.00	0.00
051206 Out of Rank Pay	0.00		0.00	0	0.00	0.00	0.00	0.00	0.00	0.00
051214 Shift Differential	0.00		0.00	0	0.00	0.00	0.00	0.00	0.00	0.00
051302 Pension	0.00		0.00	0	0.00	0.00	26,975.52	26,975.52	26,975.52	0.00
051303 Supplemental Pension	0.00		0.00	0	0.00	0.00	13,267.22	13,267.22	13,267.22	0.00
051304 Social Security	0.00		0.00	0	0.00	0.00	0.00	0.00	0.00	0.00
051307 Pension ADC	0.00		0.00	0	0.00	0.00	6,939.00	6,939.00	6,939.00	0.00
051308 Group Life Insurance	0.00		0.00	0	0.00	0.00	2,801.08	2,801.08	2,801.08	0.00
051310 Unemployment	0.00		0.00	0	0.00	0.00	1,520.00	1,520.00	1,520.00	0.00
051311 Pension 401a Match	0.00		0.00	0	0.00	0.00	8,876.04	8,876.04	8,876.04	0.00
051314 Medicare	0.00		0.00	0	0.00	0.00	14,942.52	14,942.52	14,942.52	0.00
051315 Long Term Disability	0.00		0.00	0	0.00	0.00	2,988.51	2,988.51	2,988.51	0.00
051322 Health Insurance - Choice	0.00		0.00	0	0.00	0.00	13,824.00	13,824.00	13,824.00	0.00
051327 Health Insurance-Select Pl.	0.00		0.00	0	0.00	0.00	185,592.00	185,592.00	185,592.00	0.00
051501 On the Job Injury	0.00		0.00	0	0.00	0.00	5,444.04	5,444.04	5,444.04	0.00
051901 Attrition	0.00		0.00	0	0.00	0.00	(51,519.96)	(51,519.96)	(51,519.96)	0.00
Total 500 Personnel Services	0.00		0.00	0	0.00	0.00	1,486,699.61	1,486,699.61	1,486,699.61	0.00
505 Materials and Supplies										
052310 Clothing	0.00		0.00	0	0.00	0.00	5,000.04	5,000.04	5,000.04	0.00
052342 Materials and Supplies	1,087.96		1,087.96	2	0.00	0.00	50,000.01	50,000.01	48,912.05	0.00
052514 Outside Phone/Communicatio:	0.00		0.00	0	0.00	0.00	999.96	999.96	999.96	0.00
052528 Misc Professional Services	225.00		225.00	1	0.00	0.00	24,999.96	24,999.96	24,774.96	0.00
Total 505 Materials and Supplies	1,312.96		1,312.96	2	0.00	0.00	80,999.97	80,999.97	79,687.01	0.00

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 07/31/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance Balance	Funding		Unencumbered Balance
	Actual					Budget		
0204 Solid Waste Management Fund								
160501 Solid Waste- Community Impro								
Expense								
Total Expense	1,312.96		1,312.96	0	0.00	1,567,699.58		1,566,386.62
Total Revenue	0.00		0.00	0	0.00		0.00	0.00
Total Expenditures	1,312.96		1,312.96	0	0.00	1,567,699.58		1,566,386.62
Net 160501 Solid Waste- Community I	(1,312.96)		(1,312.96)	0	0.00	(1,567,699.58)		(1,566,386.62)

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 07/31/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance Balance	Funding Budget		Unencumbered Balance
	Actual							
0204 Solid Waste Management Fund								
160601 Solid Waste- Tire Redemption								
Expense								
500 Personnel Services								
051602 Proposed ISL	0.00	0.00	0.00	0	0.00	681,375.96	681,375.96	681,375.96
Total 500 Personnel Services	0.00	0.00	0.00	0	0.00	681,375.96	681,375.96	681,375.96
505 Materials and Supplies								
052950 Misc Services and Charges	0.00	0.00	0.00	0	0.00	200,000.04	200,000.04	200,000.04
Total 505 Materials and Supplies	0.00	0.00	0.00	0	0.00	200,000.04	200,000.04	200,000.04
510 Capital Outlay								
053108 Equipment	0.00	0.00	0.00	0	0.00	883,494.96	883,494.96	883,494.96
Total 510 Capital Outlay	0.00	0.00	0.00	0	0.00	883,494.96	883,494.96	883,494.96
Total Expense	0.00	0.00	0.00	0	0.00	1,764,870.96	1,764,870.96	1,764,870.96
Total Revenue	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00
Total Expenditures	0.00	0.00	0.00	0	0.00	1,764,870.96	1,764,870.96	1,764,870.96
Net 160601 Solid Waste- Tire Redemp	0.00	0.00	0.00	0	0.00	(1,764,870.96)	(1,764,870.96)	(1,764,870.96)

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 07/31/2024

Account	Current Month		YTD		% YTD	Encumbrance		Funding		Unencumbered Balance
	Actual		Actual			Balance	Budget	Budget		
Fund 0204 Summary:-										
Total Revenue	13,038.00		13,038.00		0	0.00		109,610,727.02		109,597,689.02
Total Expenditures	1,303,061.68		1,303,061.68		1	(116,352.01)		96,702,525.84		95,515,816.17
Net Income	(1,290,023.68)		(1,290,023.68)		0	116,352.01		12,908,201.18		14,081,872.85

CITY OF MEMPHIS
Appropriation Statement
Categories within Funds
For the Period Ending 06/30/2024

Report Parameters

Period Name : JUN-24
Report Level : Fund
Account Low : 0204.....
Account High : 0204.....
Budget Name : FUNDING
Exclude Fund Ranges : N

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Funds
 For the Period Ending 06/30/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered Balance
	Actual				Balance	Budget			
0204 Solid Waste Management Fund									
Assets									
115 Equity in Cash and Investment P									
010052 Claim on Cash	(3,642,682.00)		956,595.20	0	0.00		0.00		(956,595.20)
Total 115 Equity in Cash and Invest	(3,642,682.00)		956,595.20	0	0.00		0.00		(956,595.20)
120 Receivables									
012609 Taxes - Weeds, Demo, Etc.	9,998.89		179,812.34	0	0.00		0.00		(179,812.34)
012611 Allow - Weed, Demo, Sidewa	0.00		(158,717.14)	0	0.00		0.00		158,717.14
012629 A/R - Miscellaneous	0.00		1,238.80	0	0.00		0.00		(1,238.80)
012691 A/R - Travel Advance Clear	24.37		1,974.53	0	0.00		0.00		(1,974.53)
Total 120 Receivables	10,023.26		24,308.53	0	0.00		0.00		(24,308.53)
135 Due From Other Agencies and Gov									
012638 A/R - Component Units	0.00		6,357,769.12	0	0.00		0.00		(6,357,769.12)
Total 135 Due From Other Agencies a	0.00		6,357,769.12	0	0.00		0.00		(6,357,769.12)
Total Assets	(3,632,658.74)		7,338,672.85	0	0.00		0.00		(7,338,672.85)
Liabilities									
200 Accounts Payable and Accrued Li									
020101 Accounts Payable - Vendor	1,611,017.24		1,656,489.74	0	0.00		0.00		(1,656,489.74)
020108 On The Job Injury Accrual	0.00		34,587.92	0	0.00		0.00		(34,587.92)
020113 Accounts Payable - Other	0.00		76,312.16	0	0.00		0.00		(76,312.16)
020213 Other Insurance Payable	0.00		31.38	0	0.00		0.00		(31.38)
020229 Special Payroll Liability	0.00		1,325,095.00	0	0.00		0.00		(1,325,095.00)
022310 Refunds Payable	(810.36)		(6,154.97)	0	0.00		0.00		6,154.97
Total 200 Accounts Payable and Accr	1,610,206.88		3,086,361.23	0	0.00		0.00		(3,086,361.23)

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Funds
 For the Period Ending 06/30/2024

Account	Current Month Actual	YTD Actual	% YTD	Encumbrance Balance	Funding Budget	Unencumbered Balance
0204 Solid Waste Management Fund						
Liabilities						
210 Due to Other Funds						
021111 Due To General Fund	0.00	5,250,000.00	0	0.00	0.00	(5,250,000.00)
Total 210 Due to Other Funds	0.00	5,250,000.00	0	0.00	0.00	(5,250,000.00)
255 Deferred Revenue						
022134 Deferred Revenue - Weed, D	9,998.89	21,707.70	0	0.00	0.00	(21,707.70)
Total 255 Deferred Revenue	9,998.89	21,707.70	0	0.00	0.00	(21,707.70)
Total Liabilities	1,620,205.77	8,358,068.93	0	0.00	0.00	(8,358,068.93)
Equity						
320 Reserved Fund Balance						
039501 Reserve For Encumbrances	0.00	0.00	0	689,445.53	732,288.04	42,842.51
Total 320 Reserved Fund Balance	0.00	0.00	0	689,445.53	732,288.04	42,842.51
325 Unreserved Fund Balance						
039510 Fund Balance	0.00	6,401,744.04	0	0.00	0.00	(6,401,744.04)
Total 325 Unreserved Fund Balance	0.00	6,401,744.04	0	0.00	0.00	(6,401,744.04)
Total Equity	0.00	6,401,744.04	0	689,445.53	732,288.04	(6,358,901.53)
Revenue						
301 Contributed from Fund Balance						
049999 Contributed From Unassigne	0.00	0.00	0	0.00	5,120,856.96	5,120,856.96

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Funds
 For the Period Ending 06/30/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered Balance
	Actual				Balance	Budget			
0204 Solid Waste Management Fund									
Revenue									
301 Contributed from Fund Balance									
Total 301 Contributed from Fund Bal	0.00	0.00	0.00	0	0.00	0.00	5,120,856.96	5,120,856.96	
430 Local Taxes									
040160 Special Assessment Tax	626.11	23,376.29	28	28	0.00	0.00	85,000.00	61,623.71	
040510 Interest, Penalties & Comm	621.46	10,612.59	71	71	0.00	0.00	15,000.00	4,387.41	
Total 430 Local Taxes	1,247.57	33,988.88	34	34	0.00	0.00	100,000.00	66,011.12	
450 Charges for Services									
043312 Solid Waste Disposal Fee	0.00	70,624,457.09	94	94	0.00	0.00	75,500,000.00	4,875,542.91	
043314 Sanitation Inspection Fee	30,446.27	619,473.47	115	115	0.00	0.00	539,999.98	(79,473.49)	
Total 450 Charges for Services	30,446.27	71,243,930.56	94	94	0.00	0.00	76,039,999.98	4,796,069.42	
455 Use of Money and Property									
045100 Interest on Investments	0.00	0.00	0	0	0.00	0.00	50,000.04	50,000.04	
045102 Net Income/Investors	0.00	0.00	0	0	0.00	0.00	3,000.00	3,000.00	
Total 455 Use of Money and Property	0.00	0.00	0	0	0.00	0.00	53,000.04	53,000.04	
475 Other Revenues									
049100 Miscellaneous Income	0.00	0.00	0	0	0.00	0.00	741.96	741.96	
049151 Recycling Proceeds	0.00	14,448.00	60	60	0.00	0.00	24,000.00	9,552.00	
049900 Recovery Of Prior Year Exp,	0.00	0.00	0	0	0.00	0.00	342.00	342.00	
Total 475 Other Revenues	0.00	14,448.00	58	58	0.00	0.00	25,083.96	10,635.96	
489 Proceeds from Loan									
049602 Loan Proceeds	0.00	(24.96)	0	0	0.00	0.00	0.00	24.96	
Total 489 Proceeds from Loan	0.00	(24.96)	0	0	0.00	0.00	0.00	24.96	

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Funds
 For the Period Ending 06/30/2024

Account	Current Month Actual	YTD Actual	% YTD	Encumbrance Balance	Funding Budget	Unencumbered Balance
0204 Solid Waste Management Fund						
Revenue						
570 Employee Contributions						
049720 Employee Contributed - Gen.	0.00	(175.07)	0	0.00	0.00	175.07
Total 570 Employee Contributions	0.00	(175.07)	0	0.00	0.00	175.07
Total Revenue	31,693.84	71,292,167.41	88	0.00	81,338,940.94	10,046,773.53
Expense						
500 Personnel Services						
051101 Full-Time Salaries	1,300,259.00	16,094,914.58	70	0.00	23,033,355.90	6,938,441.32
051102 Holiday Salary Full Time	79,502.46	1,065,107.66	0	0.00	0.00	(1,065,107.66)
051103 Vacation Leave	109,911.99	1,462,583.14	0	0.00	0.00	(1,462,583.14)
051104 Bonus Leave	0.00	0.00	0	0.00	0.00	0.00
051105 Sick Leave	124,953.12	1,451,628.56	0	0.00	0.00	(1,451,628.56)
051115 COVID-19 OJI	0.00	341.18	0	0.00	0.00	(341.18)
051202 Overtime	192,794.58	2,945,944.11	97	0.00	3,022,733.00	76,788.89
051206 Out of Rank Pay	3,760.49	104,008.78	78	0.00	132,999.94	28,991.16
051208 Hazardous Duty Pay	773.40	9,628.84	57	0.00	16,999.96	7,371.12
051212 Longevity Pay	0.00	25,417.00	0	0.00	0.00	(25,417.00)
051214 Shift Differential	0.00	5,064.10	77	0.00	6,600.00	1,535.90
051218 PTO Final Pay	19,324.15	282,233.25	122	0.00	232,000.08	(50,233.17)
051220 Required Special License P.	1,474.31	20,404.40	78	0.00	26,250.04	5,845.64
051302 Pension	21,452.81	261,582.93	102	0.00	255,774.50	(5,808.43)
051303 Supplemental Pension	29,785.69	368,292.96	92	0.00	398,463.24	30,170.28
051304 Social Security	94,335.03	1,224,329.92	93	0.00	1,311,850.00	87,520.08
051307 Pension ADC	0.00	43,546.36	92	0.00	47,505.12	3,958.76
051308 Group Life Insurance	2,180.44	26,941.64	47	0.00	57,668.90	30,727.26
051310 Unemployment	0.00	36,160.00	100	0.00	36,160.00	0.00
051311 Pension 401a Match	20,392.30	245,056.30	111	0.00	221,686.92	(23,369.38)
051314 Medicare	27,363.44	355,073.22	112	0.00	316,369.08	(38,704.14)
051315 Long Term Disability	6,538.79	83,631.15	134	0.00	62,635.47	(20,995.68)

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Funds
 For the Period Ending 06/30/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered Balance
	Actual	YTD Actual			Balance	Budget			
0204 Solid Waste Management Fund									
Expense									
500 Personnel Services	23,589.00	132,585.00	0	0.00	0.00	0.00	0.00	(132,585.00)	
051322 Health Insurance - Choice	260,964.50	3,417,098.05	95	0.00	0.00	3,611,388.00	3,611,388.00	194,289.95	
051402 Salaries - Part Time/Tempo	113,794.35	1,876,180.18	73	0.00	0.00	2,574,105.62	2,574,105.62	697,925.44	
051501 On the Job Injury	0.00	323,743.24	109	0.00	0.00	297,000.09	297,000.09	(26,743.15)	
051901 Attrition	0.00	0.00	0	0.00	0.00	(4,786,076.88)	(4,786,076.88)	(4,786,076.88)	
051902 Bonus Pay	19,250.00	118,595.00	20	0.00	0.00	598,428.96	598,428.96	479,833.96	
051905 Spot Bonus Pay	0.00	2,000.00	89	0.00	0.00	2,250.00	2,250.00	250.00	
Total 500 Personnel Services	2,452,399.85	31,982,091.55	102	0.00	0.00	31,476,147.94	31,476,147.94	(505,943.61)	
505 Materials and Supplies									
052102 City Hall Printing	72.00	1,036.50	5	0.00	0.00	22,999.96	22,999.96	21,963.46	
052106 City Hall Postage	0.00	0.00	0	0.00	0.00	3,000.00	3,000.00	3,000.00	
052108 Document Reproduction - Ci	0.00	4,831.07	48	0.00	0.00	10,000.04	10,000.04	5,168.97	
052114 Facility Repair & Carpentr	0.00	64,197.84	41	0.00	0.00	156,409.92	156,409.92	92,212.08	
052116 City Shop Charges	14,434.27	6,186,012.03	96	2,211.84	2,211.84	6,438,749.32	6,438,749.32	250,525.45	
052124 City Shop Fuel	0.00	2,236,438.59	74	0.00	0.00	3,023,375.30	3,023,375.30	786,936.71	
052202 Outside Computer Services	0.00	543,105.00	99	931.84	931.84	549,035.22	549,035.22	4,998.38	
052204 City Computer Svc Equipmen	0.00	2,306.00	3	0.00	0.00	69,999.96	69,999.96	67,693.96	
052208 Data/Word Process Software	0.00	7,476.02	13	0.00	0.00	55,653.96	55,653.96	48,177.94	
052209 Pers Computer Software	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00	
052302 Printing - Outside	0.00	0.00	0	0.00	0.00	5,000.04	5,000.04	5,000.04	
052304 Supplies - Outside	8,568.84	22,479.62	86	8.50	8.50	26,000.04	26,000.04	3,511.92	
052308 Hand Tools	0.00	0.00	0	0.00	0.00	21,999.96	21,999.96	21,999.96	
052310 Clothing	12,127.56	222,911.79	63	7,697.40	7,697.40	355,810.69	355,810.69	125,201.50	
052312 Household Supplies	1,944.07	6,539.22	94	0.00	0.00	6,964.96	6,964.96	425.74	
052316 Safety Equipment	2,159.60	16,553.33	75	0.00	0.00	21,999.96	21,999.96	5,446.63	
052324 Outside Postage	0.00	2,508.98	25	0.00	0.00	9,999.96	9,999.96	7,490.98	
052342 Materials and Supplies	8,438.62	144,861.74	100	0.00	0.00	145,268.72	145,268.72	406.98	
052408 Outside Vehicle Repair	1,468.39	30,675.83	61	0.00	0.00	50,000.00	50,000.00	19,324.17	
052410 Outside Equipment Repair/M	4,188.26	73,274.17	27	18,816.27	18,816.27	267,341.94	267,341.94	175,251.50	

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Funds
 For the Period Ending 06/30/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered Balance	
	Actual	YTD Actual			Balance	Budget	Balance	Budget		
0204 Solid Waste Management Fund										
Expense										
505 Materials and Supplies										
052414 Maintenance Of Grounds	3,663.42	29,499.92	34	0.00	0.00	85,999.92	25,000.00	56,500.00		
052498 Internal Repairs and Maint.	0.00	0.00	0	0.00	0.00	25,000.00	25,000.00	25,000.00		
052514 Outside Phone/Communicatio:	0.00	108,348.16	64	3,051.48	3,051.48	168,255.67	168,255.67	56,856.03		
052518 Janitorial Services	32,968.50	196,000.00	73	0.00	0.00	270,000.00	270,000.00	74,000.00		
052520 Security	12,674.00	900,000.00	100	0.00	0.00	900,000.00	900,000.00	0.00		
052526 Seminars/Training/Educatio:	1,275.00	23,392.20	29	1,000.00	1,000.00	81,450.08	81,450.08	57,057.88		
052528 Misc Professional Services	310,126.61	902,758.17	69	85,605.27	85,605.27	1,317,175.76	1,317,175.76	328,812.32		
052610 Travel Expense	0.00	8,928.96	48	0.00	0.00	18,500.00	18,500.00	9,571.04		
052730 Mileage	60.26	1,352.12	135	0.00	0.00	1,000.02	1,000.02	(352.10)		
052810 Utilities	0.00	265,148.30	120	0.00	0.00	221,000.02	221,000.02	(44,148.28)		
052910 Contribution to Education :	0.00	50,000.00	59	0.00	0.00	84,999.96	84,999.96	34,999.96		
052920 Insurance	0.00	9.08	36	0.00	0.00	25.00	25.00	15.92		
052921 Claims	175,244.99	391,572.75	78	0.00	0.00	500,000.00	500,000.00	108,427.25		
052923 Lawsuits	0.00	101,250.00	123	0.00	0.00	81,999.96	81,999.96	(19,250.04)		
052930 Dues/Memberships/Periodica	0.00	3,951.44	53	0.00	0.00	7,500.00	7,500.00	3,548.56		
052950 Misc Services and Charges	0.00	62,182.44	23	(50,000.00)	(50,000.00)	265,010.08	265,010.08	252,827.64		
Total 505 Materials and Supplies	589,414.39	12,609,601.27	83	69,322.60	69,322.60	15,267,526.42	15,267,526.42	2,588,602.55		
510 Capital Outlay										
053108 Equipment	0.00	1,334,416.90	103	0.00	0.00	1,299,067.34	1,299,067.34	(35,349.56)		
Total 510 Capital Outlay	0.00	1,334,416.90	103	0.00	0.00	1,299,067.34	1,299,067.34	(35,349.56)		
515 Grants and Subsidies										
061078 Death Benefits	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00		
Total 515 Grants and Subsidies	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00		
550 Service Charges										
061137 Private Apartment Collect	423,223.41	3,673,857.71	87	169,965.20	169,965.20	4,210,685.26	4,210,685.26	366,862.35		

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Funds
 For the Period Ending 06/30/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered Balance
	Actual				Balance	Budget			
0204 Solid Waste Management Fund									
Expense									
550 Service Charges									
061138 Contract Disposal	530,643.29	11,331,201.23	95	450,157.73	11,880,464.24	99,105.28			
061140 Contract Collections	1,177,287.80	14,756,877.94	105	0.00	14,083,039.63	(673,838.31)			
061149 Professional Fees	111,589.61	380,962.93	51	0.00	740,000.04	359,037.11			
Total 550 Service Charges	2,242,744.11	30,142,899.81	98	620,122.93	30,914,189.17	151,166.43			
555 Transfers Out									
080111 Oper Tfr Out - General Fun	0.00	0.00	0	0.00	750,000.00	750,000.00			
080301 Oper Tfr Out - Debt Servic	0.00	2,644,298.00	100	0.00	2,644,298.08	0.08			
Total 555 Transfers Out	0.00	2,644,298.00	78	0.00	3,394,298.08	750,000.08			
598 Misc Expense									
059900 Prior Year Expense	0.00	0.00	0	0.00	0.00	0.00			
Total 598 Misc Expense	0.00	0.00	0	0.00	0.00	0.00			
599 Contributed to Fund Balance									
089999 Contribution To Unassigned	0.00	0.00	0	0.00	(280,000.00)	(280,000.00)			
Total 599 Contributed to Fund Balan	0.00	0.00	0	0.00	(280,000.00)	(280,000.00)			
Total Expense	5,284,558.35	78,713,307.53	96	689,445.53	82,071,228.95	2,668,475.89			

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Funds
 For the Period Ending 06/30/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance Balance	Funding Budget	Unencumbered Balance
	Actual	YTD Actual					
Fund 0204 Summary:-							
Total Revenue	31,693.84	71,292,167.41	88		0.00	81,338,940.94	10,046,773.53
Total Expenditures	5,284,558.35	78,713,307.53	96		689,445.53	82,071,228.95	2,668,475.89
Net Income	(5,252,864.51)	(7,421,140.12)	1013		(689,445.53)	(732,288.01)	7,378,297.64
Total Assets	(3,632,658.74)	7,338,672.85			0.00		
Total Begin Fund Balance	0.00	6,401,744.04			689,445.53	732,288.04	(6,358,901.53)
Total Liabilities	1,620,205.77	8,358,068.93			0.00		
Total Fund	0.00	0.00			0.00		
Total Ending Fund Balance	(5,252,864.51)	(1,019,396.08)			0.00	0.03	

CITY OF MEMPHIS
Appropriation Statement
Categories within Service Centers
For the Period Ending 06/30/2024

Report Parameters

Period Name : JUN-24
Report Level : Service Center
Account Low : 0204.160101.....
Account High : 0204.160601.....
Budget Name : FUNDING
Exclude Fund Ranges : N

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 06/30/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance Balance	Funding Budget	Unencumbered Balance
	Actual						
0204 Solid Waste Management Fund							
160101 Solid Waste- Administration							
Assets							
105 Cash and Cash Equivalents							
010020 Imprest Cash - Petty Cash	0.00	150.00	150.00	0	0.00	0.00	(150.00)
Total 105 Cash and Cash Equivalents	0.00	150.00	150.00	0	0.00	0.00	(150.00)
120 Receivables							
012691 A/R - Travel Advance Clear.	24.37	1,974.53	1,974.53	0	0.00	0.00	(1,974.53)
Total 120 Receivables	24.37	1,974.53	1,974.53	0	0.00	0.00	(1,974.53)
Total Assets	24.37	2,124.53	2,124.53	0	0.00	0.00	(2,124.53)
Liabilities							
200 Accounts Payable and Accrued Li							
020113 Accounts Payable - Other	0.00	20,911.69	20,911.69	0	0.00	0.00	(20,911.69)
Total 200 Accounts Payable and Accr	0.00	20,911.69	20,911.69	0	0.00	0.00	(20,911.69)
Total Liabilities	0.00	20,911.69	20,911.69	0	0.00	0.00	(20,911.69)
Revenue							
430 Local Taxes							
040160 Special Assessment Tax	626.11	23,245.04	23,245.04	27	0.00	85,000.00	61,754.96
040510 Interest, Penalties & Comm	0.00	0.00	0.00	0	0.00	15,000.00	15,000.00
Total 430 Local Taxes	626.11	23,245.04	23,245.04	23	0.00	100,000.00	76,754.96
450 Charges for Services							
043312 Solid Waste Disposal Fee	0.00	70,624,457.09	70,624,457.09	94	0.00	75,500,000.00	4,875,542.91

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 06/30/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered Balance
	Actual				Balance	Budget			
0204 Solid Waste Management Fund									
160101 Solid Waste- Administration									
Revenue									
450 Charges for Services									
043314 Sanitation Inspection Fee	30,446.27		619,473.47	115	0.00		539,999.98		(79,473.49)
Total 450 Charges for Services	30,446.27		71,243,930.56	94	0.00		76,039,999.98		4,796,069.42
455 Use of Money and Property									
045100 Interest on Investments	0.00		0.00	0	0.00		50,000.04		50,000.04
045102 Net Income/Investors	0.00		0.00	0	0.00		3,000.00		3,000.00
Total 455 Use of Money and Property	0.00		0.00	0	0.00		53,000.04		53,000.04
475 Other Revenues									
049100 Miscellaneous Income	0.00		0.00	0	0.00		741.96		741.96
049900 Recovery Of Prior Year Exp	0.00		0.00	0	0.00		342.00		342.00
Total 475 Other Revenues	0.00		0.00	0	0.00		1,083.96		1,083.96
Total Revenue	31,072.38		71,267,175.60	94	0.00		76,194,083.98		4,926,908.38
Expense									
500 Personnel Services									
051101 Full-Time Salaries	129,122.27		1,777,666.03	65	0.00		2,720,609.56		942,943.53
051102 Holiday Salary Full Time	7,693.87		105,716.71	0	0.00		0.00		(105,716.71)
051103 Vacation Leave	10,777.61		109,232.71	0	0.00		0.00		(109,232.71)
051105 Sick Leave	5,339.61		73,366.67	0	0.00		0.00		(73,366.67)
051115 COVID-19 OJI	0.00		145.51	0	0.00		0.00		(145.51)
051202 Overtime	3,453.90		44,848.20	95	0.00		47,050.00		2,201.80
051206 Out of Rank Pay	599.64		11,200.24	64	0.00		17,373.98		6,173.74
051212 Longevity Pay	0.00		171.00	0	0.00		0.00		(171.00)
051214 Shift Differential	0.00		40.66	0	0.00		0.00		(40.66)
051218 PTO Final Pay	0.00		10,713.52	54	0.00		20,000.04		9,286.52

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 06/30/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered Balance
	Actual	YTD Actual			Balance	Budget			
0204 Solid Waste Management Fund									
160101 Solid Waste- Administration									
Expense									
500 Personnel Services									
051302 Pension	7,749.25	101,843.26	114		0.00	89,432.02	(12,411.24)		
051303 Supplemental Pension	556.39	5,796.65	72		0.00	8,055.97	2,259.32		
051304 Social Security	1,697.54	20,255.83	58		0.00	35,077.00	14,821.17		
051307 Pension ADC	0.00	12,745.37	92		0.00	13,904.04	1,158.67		
051308 Group Life Insurance	276.76	2,851.67	58		0.00	4,919.35	2,067.68		
051310 Unemployment	0.00	2,240.00	100		0.00	2,240.00	0.00		
051311 Pension 401a Match	473.06	4,732.42	89		0.00	5,316.96	584.54		
051314 Medicare	2,212.62	30,076.07	110		0.00	27,250.80	(2,825.27)		
051315 Long Term Disability	553.02	7,209.24	142		0.00	5,071.83	(2,137.41)		
051322 Health Insurance - Choice	5,083.00	28,731.00	0		0.00	0.00	(28,731.00)		
051327 Health Insurance-Select Pl.	12,707.00	184,831.00	92		0.00	201,120.00	16,289.00		
051402 Salaries - Part Time/Tempo:	1,950.60	65,993.42	54		0.00	122,451.00	56,457.58		
051501 On the Job Injury	0.00	16,443.69	78		0.00	21,000.00	4,556.31		
051901 Attrition	0.00	0.00	0		0.00	(368,555.04)	(368,555.04)		
051902 Bonus Pay	4,250.00	44,958.21	55		0.00	81,416.00	36,457.79		
051905 Spot Bonus Pay	0.00	250.00	0		0.00	0.00	(250.00)		
Total 500 Personnel Services	194,496.14	2,662,059.08	87		0.00	3,053,733.51	391,674.43		
505 Materials and Supplies									
052102 City Hall Printing	72.00	649.50	28		0.00	2,300.00	1,650.50		
052106 City Hall Postage	0.00	0.00	0		0.00	2,800.00	2,800.00		
052108 Document Reproduction - Ci	0.00	0.00	0		0.00	10,000.04	10,000.04		
052116 City Shop Charges	0.00	5,121.71	90		0.00	5,710.96	589.25		
052124 City Shop Fuel	0.00	476.60	9		0.00	5,440.46	4,963.86		
052202 Outside Computer Services	0.00	95,000.04	99		931.84	96,035.22	103.34		
052204 City Computer Svc Equipmen	0.00	2,306.00	4		0.00	54,999.96	52,693.96		
052208 Data/Word Process Software	0.00	7,476.02	13		0.00	55,653.96	48,177.94		
052209 Pers Computer Software	0.00	0.00	0		0.00	0.00	0.00		
052304 Supplies - Outside	159.50	7,562.01	75		0.00	10,100.04	2,538.03		
052324 Outside Postage	0.00	2,508.98	25		0.00	9,999.96	7,490.98		

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 06/30/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered Balance
	Actual				Balance	Budget	Balance		
0204 Solid Waste Management Fund									
160101 Solid Waste- Administration									
Expense									
505 Materials and Supplies									
052342 Materials and Supplies	697.52	12,427.54	99	0.00	0.00	12,568.00	140.46	127,385.32	
052410 Outside Equipment Repair/M.	619.64	619.64	0	95.00	95.00	128,099.96	127,385.32	5,775.85	
052514 Outside Phone/Communicatio.	0.00	56,754.18	89	1,479.60	1,479.60	64,009.63	0.00	7,582.80	
052520 Security	12,674.00	900,000.00	100	0.00	0.00	900,000.00	122,072.12	5,946.81	
052526 Seminars/Training/Educatio:	0.00	7,417.20	49	0.00	0.00	15,000.00	(291.84)	353.58	
052528 Misc Professional Services	6,743.88	81,859.88	40	0.00	0.00	203,932.00	(89,550.08)	1,999.96	
052610 Travel Expense	0.00	4,053.15	41	0.00	0.00	9,999.96	494.83		
052730 Mileage	0.00	1,291.86	129	0.00	0.00	1,000.02			
052810 Utilities	0.00	646.38	65	0.00	0.00	999.96			
052921 Claims	0.00	134,550.08	299	0.00	0.00	45,000.00			
052923 Lawsuits	0.00	80,000.00	98	0.00	0.00	81,999.96			
052930 Dues/Memberships/Periodica.	0.00	2,505.17	84	0.00	0.00	3,000.00			
Total 505 Materials and Supplies	20,966.54	1,403,225.94	82	2,506.44	2,506.44	1,718,650.09	312,917.71		
515 Grants and Subsidies									
061078 Death Benefits	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00	
Total 515 Grants and Subsidies	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00	
550 Service Charges									
061149 Professional Fees	4,085.25	4,935.25	4	0.00	0.00	140,000.04	135,064.79		
Total 550 Service Charges	4,085.25	4,935.25	4	0.00	0.00	140,000.04	135,064.79		
Total Expense	219,547.93	4,070,220.27	83	2,506.44	2,506.44	4,912,383.64	839,656.93		
Total Revenue	31,072.38	71,267,175.60	94	0.00	0.00	76,194,083.98	4,926,908.38		

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 06/30/2024

Account	Current Month Actual	YTD Actual	% YTD	Encumbrance Balance	Funding Budget	Unencumbered Balance
0204 Solid Waste Management Fund						
160101 Solid Waste- Administration	219,547.93	4,070,220.27	83	2,506.44	4,912,383.64	839,656.93
Total Expenditures	(188,475.55)	67,196,955.33	94	(2,506.44)	71,281,700.34	4,087,251.45
Net 160101 Solid Waste- Administrat						

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 06/30/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance Balance	Funding Budget	Unencumbered Balance
	Actual						
0204 Solid Waste Management Fund							
160201 Solid Waste- Collections							
Assets							
105 Cash and Cash Equivalents							
010020 Imprest Cash - Petty Cash	0.00	(150.00)	0	0.00	0.00	0.00	150.00
Total 105 Cash and Cash Equivalents	0.00	(150.00)	0	0.00	0.00	0.00	150.00
120 Receivables							
012629 A/R - Miscellaneous	0.00	1,238.80	0	0.00	0.00	0.00	(1,238.80)
Total 120 Receivables	0.00	1,238.80	0	0.00	0.00	0.00	(1,238.80)
Total Assets	0.00	1,088.80	0	0.00	0.00	0.00	(1,088.80)
Liabilities							
200 Accounts Payable and Accrued Li							
020113 Accounts Payable - Other	0.00	39,185.64	0	0.00	0.00	0.00	(39,185.64)
020213 Other Insurance Payable	0.00	31.38	0	0.00	0.00	0.00	(31.38)
Total 200 Accounts Payable and Accr	0.00	39,217.02	0	0.00	0.00	0.00	(39,217.02)
999 Other Liabilities							
020002 Discounts Lost	0.00	(1,504.62)	0	0.00	0.00	0.00	1,504.62
Total 999 Other Liabilities	0.00	(1,504.62)	0	0.00	0.00	0.00	1,504.62
Total Liabilities	0.00	37,712.40	0	0.00	0.00	0.00	(37,712.40)
Revenue							
475 Other Revenues							
049100 Miscellaneous Income	0.00	0.00	0	0.00	0.00	0.00	0.00

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 06/30/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered Balance
	Actual				Balance	Budget			
0204 Solid Waste Management Fund									
160201 Solid Waste- Collections									
Revenue									
475 Other Revenues									
Total 475 Other Revenues	0.00		0.00	0	0.00	0.00	0.00	0.00	0.00
489 Proceeds from Loan									
049602 Loan Proceeds	0.00		(24.96)	0	0.00	0.00	0.00	0.00	24.96
Total 489 Proceeds from Loan	0.00		(24.96)	0	0.00	0.00	0.00	0.00	24.96
570 Employee Contributions									
049720 Employee Contributed - Gen	0.00		(175.07)	0	0.00	0.00	0.00	0.00	175.07
Total 570 Employee Contributions	0.00		(175.07)	0	0.00	0.00	0.00	0.00	175.07
Total Revenue	0.00		(200.03)	0	0.00	0.00	0.00	0.00	200.03
Expense									
500 Personnel Services									
051101 Full-Time Salaries	1,024,176.16		12,551,513.71	72	0.00	0.00	17,467,412.22	4,915,898.51	
051102 Holiday Salary Full Time	63,403.18		842,927.93	0	0.00	0.00	0.00	(842,927.93)	
051103 Vacation Leave	87,877.90		1,190,691.13	0	0.00	0.00	0.00	(1,190,691.13)	
051104 Bonus Leave	0.00		0.00	0	0.00	0.00	0.00	0.00	
051105 Sick Leave	104,108.77		1,257,276.75	0	0.00	0.00	0.00	(1,257,276.75)	
051115 COVID-19 OJI	0.00		195.67	0	0.00	0.00	0.00	(195.67)	
051202 Overtime	157,090.99		2,423,371.93	91	0.00	0.00	2,660,109.96	236,738.03	
051206 Out of Rank Pay	2,449.85		73,698.81	92	0.00	0.00	80,025.96	6,327.15	
051208 Hazardous Duty Pay	424.78		5,785.66	193	0.00	0.00	3,000.00	(2,785.66)	
051212 Longevity Pay	0.00		23,490.00	0	0.00	0.00	0.00	(23,490.00)	
051214 Shift Differential	0.00		4,432.52	195	0.00	0.00	2,274.96	(2,157.56)	
051218 PTO Final Pay	19,324.15		268,257.38	187	0.00	0.00	143,592.00	(124,665.38)	
051220 Required Special License P.	1,458.31		20,160.09	78	0.00	0.00	26,000.04	5,839.95	

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 06/30/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered Balance
	Actual	YTD Actual			Balance	Budget			
0204 Solid Waste Management Fund									
160201 Solid Waste- Collections									
Expense									
500 Personnel Services									
051302 Pension	8,507.95	98,930.39	99	99	0.00	100,253.87	1,323.48		
051303 Supplemental Pension	26,873.72	334,533.96	93	95	0.00	361,273.53	26,739.57		
051304 Social Security	85,263.67	1,113,938.39	95	95	0.00	1,175,020.00	61,081.61		
051307 Pension ADC	0.00	15,169.00	92	92	0.00	16,548.00	1,379.00		
051308 Group Life Insurance	1,689.52	21,366.31	46	46	0.00	46,367.84	25,001.53		
051310 Unemployment	0.00	30,400.00	100	100	0.00	30,400.00	0.00		
051311 Pension 401a Match	18,360.06	222,399.79	116	116	0.00	192,012.96	(30,386.83)		
051314 Medicare	22,051.67	286,687.09	113	113	0.00	254,661.00	(32,026.09)		
051315 Long Term Disability	5,234.15	67,251.63	132	132	0.00	50,932.21	(16,319.42)		
051322 Health Insurance - Choice	16,778.00	93,486.00	0	0	0.00	0.00	(93,486.00)		
051327 Health Insurance-Select Pl.	218,713.00	2,862,360.05	95	95	0.00	3,023,784.00	161,423.95		
051402 Salaries - Part Time/Tempo:	108,664.80	1,769,730.86	74	74	0.00	2,399,856.02	630,125.16		
051501 On the Job Injury	0.00	271,226.00	139	139	0.00	195,620.04	(75,605.96)		
051901 Attrition	0.00	0.00	0	0	0.00	(4,240,596.96)	(4,240,596.96)		
051902 Bonus Pay	12,500.00	61,496.27	12	12	0.00	495,705.00	434,208.73		
Total 500 Personnel Services	1,984,950.63	25,910,777.32	106	106	0.00	24,484,252.65	(1,426,524.67)		
505 Materials and Supplies									
052102 City Hall Printing	0.00	62.00	1	1	0.00	7,500.00	7,438.00		
052114 Facility Repair & Carpentr	0.00	57,601.84	57	57	0.00	101,409.96	43,808.12		
052116 City Shop Charges	14,434.27	6,144,964.97	96	96	2,211.84	6,395,582.88	248,406.07		
052124 City Shop Fuel	0.00	2,202,835.37	74	74	0.00	2,973,731.88	770,896.51		
052202 Outside Computer Services	0.00	367,977.96	100	100	0.00	367,977.96	0.00		
052204 City Computer Svc Equipmen	0.00	0.00	0	0	0.00	0.00	0.00		
052304 Supplies - Outside	8,161.34	11,603.93	93	93	8.50	12,500.00	887.57		
052308 Hand Tools	0.00	0.00	0	0	0.00	21,999.96	21,999.96		
052310 Clothing	12,127.56	218,511.79	63	63	7,697.40	346,760.61	120,551.42		
052312 Household Supplies	1,944.07	6,539.22	94	94	0.00	6,964.96	425.74		
052316 Safety Equipment	2,159.60	16,553.33	75	75	0.00	21,999.96	5,446.63		
052342 Materials and Supplies	3,030.79	52,605.43	99	99	0.00	53,000.04	394.61		

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 06/30/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered Balance
	Actual				Balance	Budget			
0204 Solid Waste Management Fund									
160201 Solid Waste- Collections									
Expense									
505 Materials and Supplies									
052408 Outside Vehicle Repair	1,468.39		30,675.83	61	0.00	50,000.00		19,324.17	
052410 Outside Equipment Repair/M.	1,594.54		57,155.58	45	18,721.27	126,242.48		50,365.63	
052414 Maintenance Of Grounds	2,023.50		17,000.00	47	0.00	36,000.00		19,000.00	
052514 Outside Phone/Communicatio:	0.00		49,647.14	50	761.40	99,776.04		49,367.50	
052518 Janitorial Services	14,593.50		130,000.00	72	0.00	180,000.00		50,000.00	
052526 Seminars/Training/Educatio:	750.00		16,050.00	28	1,000.00	56,450.00		39,400.00	
052528 Misc Professional Services	90,475.65		271,548.89	63	85,597.99	431,447.29		74,300.41	
052610 Travel Expense	0.00		0.00	0	0.00	5,000.04		5,000.04	
052810 Utilities	0.00		168,192.18	129	0.00	129,922.02		(38,270.16)	
052920 Insurance	0.00		9.08	36	0.00	25.00		15.92	
052921 Claims	175,244.99		257,022.67	56	0.00	455,000.00		197,977.33	
052923 Lawsuits	0.00		21,250.00	0	0.00	0.00		(21,250.00)	
052930 Dues/Memberships/Periodica	0.00		489.00	16	0.00	3,000.00		2,511.00	
052950 Misc Services and Charges	0.00		2.50	25	0.00	10.00		7.50	
Total 505 Materials and Supplies	328,008.20		10,098,298.71	85	115,998.40	11,882,301.08		1,668,003.97	
510 Capital Outlay									
053108 Equipment	0.00		1,334,416.90	103	0.00	1,299,067.34		(35,349.56)	
Total 510 Capital Outlay	0.00		1,334,416.90	103	0.00	1,299,067.34		(35,349.56)	
515 Grants and Subsidies									
061078 Death Benefits	0.00		0.00	0	0.00	0.00		0.00	
Total 515 Grants and Subsidies	0.00		0.00	0	0.00	0.00		0.00	
550 Service Charges									
061137 Private Apartment Collect	423,223.41		3,673,857.71	88	159,639.91	4,198,685.26		365,187.64	
061140 Contract Collections	1,177,287.80		14,756,877.94	107	0.00	13,787,859.67		(969,018.27)	
061149 Professional Fees	37,451.08		187,451.08	75	0.00	249,999.96		62,548.88	

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 06/30/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered Balance
	Actual				Balance	Budget			
0204 Solid Waste Management Fund									
160201 Solid Waste- Collections									
Expense									
550 Service Charges									
Total 550 Service Charges	1,637,962.29	18,618,186.73	102	159,639.91	18,236,544.89	(541,281.75)			
555 Transfers Out									
080111 Oper Tfr Out - General Fun	0.00	0.00	0	0.00	750,000.00	750,000.00			
080301 Oper Tfr Out - Debt Servic	0.00	2,644,298.00	100	0.00	2,644,298.08	0.08			
Total 555 Transfers Out	0.00	2,644,298.00	78	0.00	3,394,298.08	750,000.08			
598 Misc Expense									
059900 Prior Year Expense	0.00	0.00	0	0.00	0.00	0.00			
Total 598 Misc Expense	0.00	0.00	0	0.00	0.00	0.00			
Total Expense	3,950,921.12	58,605,977.66	99	275,638.31	59,296,464.04	414,848.07			
Total Revenue	0.00	(200.03)	0	0.00	0.00	200.03			
Total Expenditures	3,950,921.12	58,605,977.66	99	275,638.31	59,296,464.04	414,848.07			
Net 160201 Solid Waste- Collections	(3,950,921.12)	(58,606,177.69)	99	(275,638.31)	(59,296,464.04)	(414,648.04)			

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 06/30/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered Balance
	Actual	YTD Actual			Balance	Budget			
0204 Solid Waste Management Fund									
160301 Solid Waste- Disposal									
Expense									
500 Personnel Services									
051101 Full-Time Salaries	64,279.16	698,399.65		55	0.00	1,268,736.00		570,336.35	
051102 Holiday Salary Full Time	3,327.98	45,744.41		0	0.00	0.00		(45,744.41)	
051103 Vacation Leave	1,864.87	60,361.92		0	0.00	0.00		(60,361.92)	
051105 Sick Leave	8,385.92	52,835.31		0	0.00	0.00		(52,835.31)	
051202 Overtime	11,583.06	140,216.06		142	0.00	99,073.00		(41,143.06)	
051206 Out of Rank Pay	270.36	4,599.06		14	0.00	33,475.00		28,875.94	
051208 Hazardous Duty Pay	348.62	3,843.18		27	0.00	13,999.96		10,156.78	
051212 Longevity Pay	0.00	1,019.00		0	0.00	0.00		(1,019.00)	
051214 Shift Differential	0.00	221.89		5	0.00	4,325.04		4,103.15	
051218 PTO Final Pay	0.00	3,262.35		9	0.00	36,408.00		33,145.65	
051220 Required Special License P.	16.00	224.00		90	0.00	250.00		26.00	
051302 Pension	1,397.04	14,561.93		75	0.00	19,454.91		4,892.98	
051303 Supplemental Pension	1,308.11	14,646.94		89	0.00	16,498.30		1,851.36	
051304 Social Security	4,003.05	46,032.89		49	0.00	93,916.00		47,883.11	
051307 Pension ADC	0.00	6,582.62		92	0.00	7,181.04		598.42	
051308 Group Life Insurance	72.76	1,044.27		38	0.00	2,745.90		1,701.63	
051310 Unemployment	0.00	1,680.00		100	0.00	1,680.00		0.00	
051311 Pension 401a Match	900.83	10,551.74		74	0.00	14,295.96		3,744.22	
051314 Medicare	1,296.01	14,355.83		94	0.00	15,200.04		844.21	
051315 Long Term Disability	296.38	3,736.26		123	0.00	3,040.00		(696.26)	
051322 Health Insurance - Choice	576.00	3,456.00		0	0.00	0.00		(3,456.00)	
051327 Health Insurance-Select Pl.	9,832.50	132,636.00		88	0.00	150,612.00		17,976.00	
051501 On the Job Injury	0.00	27,703.62		92	0.00	30,000.00		2,296.38	
051901 Attrition	0.00	0.00		0	0.00	(92,958.96)		(92,958.96)	
051902 Bonus Pay	1,750.00	7,576.51		50	0.00	15,003.96		7,427.45	
Total 500 Personnel Services	111,508.65	1,295,291.44		75	0.00	1,732,936.15		437,644.71	
505 Materials and Supplies									
052114 Facility Repair & Carpentr	0.00	6,596.00		12	0.00	54,999.96		48,403.96	
052202 Outside Computer Services	0.00	60,000.00		100	0.00	60,000.00		0.00	

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 06/30/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered Balance
	Actual	YTD Actual			Balance	Budget			
0204 Solid Waste Management Fund									
160301 Solid Waste- Disposal									
Expense									
505 Materials and Supplies									
052310 Clothing	0.00	800.00	800.00	46	0.00	1,750.00	950.00		
052342 Materials and Supplies	2,900.00	9,579.45	9,579.45	100	0.00	9,593.57	14.12		
052410 Outside Equipment Repair/M.	1,974.08	9,797.72	9,797.72	98	0.00	9,999.50	201.78		
052414 Maintenance Of Grounds	639.96	11,499.96	11,499.96	46	0.00	24,999.96	13,500.00		
052514 Outside Phone/Communicatio:	0.00	736.64	736.64	82	0.00	900.00	163.36		
052518 Janitorial Services	17,375.04	65,000.04	65,000.04	100	0.00	65,000.04	0.00		
052526 Seminars/Training/Educatio:	525.00	525.00	525.00	10	0.00	5,000.04	4,475.04		
052528 Misc Professional Services	75,000.00	256,581.74	256,581.74	102	1.00	252,109.31	(4,473.43)		
052810 Utilities	0.00	92,197.27	92,197.27	110	0.00	83,872.04	(8,325.23)		
052930 Dues/Memberships/Periodica	0.00	712.27	712.27	95	0.00	750.00	37.73		
Total 505 Materials and Supplies	98,414.08	514,026.09	514,026.09	90	1.00	568,974.42	54,947.33		
550 Service Charges									
061137 Private Apartment Collect	0.00	0.00	0.00	0	10,325.29	12,000.00	1,674.71		
061138 Contract Disposal	519,892.87	10,439,581.80	10,439,581.80	95	410,424.62	10,949,111.66	99,105.24		
061149 Professional Fees	15,088.00	15,736.97	15,736.97	31	0.00	50,000.04	34,263.07		
Total 550 Service Charges	534,980.87	10,455,318.77	10,455,318.77	95	420,749.91	11,011,111.70	135,043.02		
Total Expense	744,903.60	12,264,636.30	12,264,636.30	92	420,750.91	13,313,022.27	627,635.06		
Total Revenue	0.00	0.00	0.00	0	0.00	0.00	0.00		
Total Expenditures	744,903.60	12,264,636.30	12,264,636.30	92	420,750.91	13,313,022.27	627,635.06		
Net 160301 Solid Waste- Disposal	(744,903.60)	(12,264,636.30)	(12,264,636.30)	92	(420,750.91)	(13,313,022.27)	(627,635.06)		

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 06/30/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered Balance
	Actual				Balance	Budget			
0204 Solid Waste Management Fund									
160401 Solid Waste- Recycling									
Revenue									
475 Other Revenues									
049151 Recycling Proceeds	0.00	14,448.00	14,448.00	60	0.00	0.00	24,000.00	24,000.00	9,552.00
Total 475 Other Revenues	0.00	14,448.00	14,448.00	60	0.00	0.00	24,000.00	24,000.00	9,552.00
Total Revenue	0.00	14,448.00	14,448.00	60	0.00	0.00	24,000.00	24,000.00	9,552.00
Expense									
500 Personnel Services									
051101 Full-Time Salaries	25,664.54	307,202.91	307,202.91	55	0.00	0.00	559,235.44	559,235.44	252,032.53
051102 Holiday Salary Full Time	1,588.63	19,864.37	19,864.37	0	0.00	0.00	0.00	0.00	(19,864.37)
051103 Vacation Leave	4,175.49	25,695.59	25,695.59	0	0.00	0.00	0.00	0.00	(25,695.59)
051105 Sick Leave	343.72	12,347.50	12,347.50	0	0.00	0.00	0.00	0.00	(12,347.50)
051202 Overtime	5,764.15	81,345.58	81,345.58	296	0.00	0.00	27,500.04	27,500.04	(53,845.54)
051206 Out of Rank Pay	285.44	8,033.44	8,033.44	378	0.00	0.00	2,125.00	2,125.00	(5,908.44)
051214 Shift Differential	0.00	75.36	75.36	0	0.00	0.00	0.00	0.00	(75.36)
051218 PTO Final Pay	0.00	0.00	0.00	0	0.00	0.00	32,000.04	32,000.04	32,000.04
051302 Pension	1,742.20	20,619.35	20,619.35	98	0.00	0.00	20,942.74	20,942.74	323.39
051303 Supplemental Pension	81.15	607.70	607.70	0	0.00	0.00	0.00	0.00	(607.70)
051304 Social Security	463.73	4,602.48	4,602.48	59	0.00	0.00	7,837.00	7,837.00	3,234.52
051307 Pension ADC	0.00	2,688.62	2,688.62	92	0.00	0.00	2,933.04	2,933.04	244.42
051308 Group Life Insurance	41.32	465.80	465.80	48	0.00	0.00	968.12	968.12	502.32
051310 Unemployment	0.00	320.00	320.00	100	0.00	0.00	320.00	320.00	0.00
051311 Pension 401a Match	103.12	721.84	721.84	61	0.00	0.00	1,185.00	1,185.00	463.16
051314 Medicare	590.63	7,099.11	7,099.11	141	0.00	0.00	5,026.20	5,026.20	(2,072.91)
051315 Long Term Disability	132.64	1,499.92	1,499.92	201	0.00	0.00	745.23	745.23	(754.69)
051322 Health Insurance - Choice :	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00
051327 Health Insurance-Select Pl.	4,246.00	46,213.00	46,213.00	117	0.00	0.00	39,348.00	39,348.00	(6,865.00)
051402 Salaries - Part Time/Tempo:	3,178.95	40,455.90	40,455.90	78	0.00	0.00	51,798.60	51,798.60	11,342.70
051501 On the Job Injury	0.00	143.84	143.84	0	0.00	0.00	44,936.01	44,936.01	44,792.17
051901 Attrition	0.00	0.00	0.00	0	0.00	0.00	(32,445.96)	(32,445.96)	(32,445.96)

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 06/30/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered Balance
	Actual				Balance	Budget			
0204 Solid Waste Management Fund									
160401 Solid Waste- Recycling									
Expense									
500 Personnel Services	750.00		4,564.01	114	0.00		4,000.00		(564.01)
051902 Bonus Pay	0.00		750.00	75	0.00		1,000.00		250.00
051905 Spot Bonus Pay									
Total 500 Personnel Services	49,151.71		585,316.32	76	0.00		769,454.50		184,138.18
505 Materials and Supplies									
052102 City Hall Printing	0.00		325.00	2	0.00		13,199.96		12,874.96
052106 City Hall Postage	0.00		0.00	0	0.00		200.00		200.00
052116 City Shop Charges	0.00		35,925.35	96	0.00		37,455.48		1,530.13
052124 City Shop Fuel	0.00		33,126.62	75	0.00		44,202.96		11,076.34
052202 Outside Computer Services	0.00		20,127.00	80	0.00		25,022.04		4,895.04
052204 City Computer Svc Equipmen	0.00		0.00	0	0.00		15,000.00		15,000.00
052302 Printing - Outside	0.00		0.00	0	0.00		5,000.04		5,000.04
052304 Supplies - Outside	248.00		3,313.68	97	0.00		3,400.00		86.32
052310 Clothing	0.00		1,200.00	52	0.00		2,300.04		1,100.04
052324 Outside Postage	0.00		0.00	0	0.00		0.00		0.00
052342 Materials and Supplies	0.00		20,000.00	100	0.00		20,000.00		0.00
052410 Outside Equipment Repair/M.	0.00		5,656.45	189	0.00		3,000.00		(2,656.45)
052414 Maintenance Of Grounds	999.96		999.96	4	0.00		24,999.96		24,000.00
052498 Internal Repairs and Maint.	0.00		0.00	0	0.00		25,000.00		25,000.00
052514 Outside Phone/Communicatio:	0.00		952.26	37	68.46		2,570.04		1,549.32
052518 Janitorial Services	999.96		999.96	4	0.00		24,999.96		24,000.00
052526 Seminars/Training/Educatio:	0.00		(600.00)	(12)	0.00		5,000.04		5,600.04
052528 Misc Professional Services	133,907.08		282,891.05	70	6.28		404,687.20		121,789.87
052610 Travel Expense	0.00		4,875.81	139	0.00		3,500.00		(1,375.81)
052730 Mileage	60.26		60.26	0	0.00		0.00		(60.26)
052810 Utilities	0.00		4,112.47	66	0.00		6,206.00		2,093.53
052910 Contribution to Education :	0.00		50,000.00	59	0.00		84,999.96		34,999.96
052930 Dues/Memberships/Periodica	0.00		245.00	33	0.00		750.00		505.00
052950 Misc Services and Charges	0.00		62,179.94	96	0.00		65,000.04		2,820.10

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 06/30/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered Balance
	Actual				Balance	Budget			
0204 Solid Waste Management Fund									
160401 Solid Waste- Recycling									
Expense									
505 Materials and Supplies									
Total 505 Materials and Supplies	136,215.26	526,390.81	64	74.74	816,493.72	290,028.17			
510 Capital Outlay									
053108 Equipment	0.00	0.00	0	0.00	0.00	0.00			
Total 510 Capital Outlay	0.00	0.00	0	0.00	0.00	0.00			
550 Service Charges									
061138 Contract Disposal	10,750.42	891,619.43	96	39,733.11	931,352.58	0.04			
061140 Contract Collections	0.00	0.00	0	0.00	295,179.96	295,179.96			
061149 Professional Fees	54,965.28	172,839.63	58	0.00	300,000.00	127,160.37			
Total 550 Service Charges	65,715.70	1,064,459.06	70	39,733.11	1,526,532.54	422,340.37			
Total Expense	251,082.67	2,176,166.19	70	39,807.85	3,112,480.76	896,506.72			
Total Revenue	0.00	14,448.00	60	0.00	24,000.00	9,552.00			
Total Expenditures	251,082.67	2,176,166.19	70	39,807.85	3,112,480.76	896,506.72			
Net 160401 Solid Waste- Recycling	(251,082.67)	(2,161,718.19)	70	(39,807.85)	(3,088,480.76)	(886,954.72)			

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 06/30/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered Balance
	Actual	YTD Actual			Balance	Budget			
0204 Solid Waste Management Fund									
160501 Solid Waste- Community Impro									
Expense									
500 Personnel Services									
051101 Full-Time Salaries	57,016.87	760,132.28		75	0.00	1,017,362.68		257,230.40	
051102 Holiday Salary Full Time	3,488.80	50,854.24		0	0.00	0.00		(50,854.24)	
051103 Vacation Leave	5,216.12	76,601.79		0	0.00	0.00		(76,601.79)	
051104 Bonus Leave	0.00	0.00		0	0.00	0.00		0.00	
051105 Sick Leave	6,775.10	55,802.33		0	0.00	0.00		(55,802.33)	
051202 Overtime	14,902.48	256,162.34		136	0.00	189,000.00		(67,162.34)	
051206 Out of Rank Pay	155.20	6,477.23		0	0.00	0.00		(6,477.23)	
051212 Longevity Pay	0.00	737.00		0	0.00	0.00		(737.00)	
051214 Shift Differential	0.00	293.67		0	0.00	0.00		(293.67)	
051218 PTO Final Pay	0.00	0.00		0	0.00	0.00		0.00	
051220 Required Special License P.	0.00	20.31		0	0.00	0.00		(20.31)	
051302 Pension	2,056.37	25,628.00		100	0.00	25,690.96		62.96	
051303 Supplemental Pension	966.32	12,707.71		101	0.00	12,635.44		(72.27)	
051304 Social Security	2,907.04	39,500.33		0	0.00	0.00		(39,500.33)	
051307 Pension ADC	0.00	6,360.75		92	0.00	6,939.00		578.25	
051308 Group Life Insurance	100.08	1,213.59		45	0.00	2,667.69		1,454.10	
051310 Unemployment	0.00	1,520.00		100	0.00	1,520.00		0.00	
051311 Pension 401a Match	555.23	6,650.51		75	0.00	8,876.04		2,225.53	
051314 Medicare	1,212.51	16,855.12		118	0.00	14,231.04		(2,624.08)	
051315 Long Term Disability	322.60	3,934.10		138	0.00	2,846.20		(1,087.90)	
051322 Health Insurance - Choice	1,152.00	6,912.00		0	0.00	0.00		(6,912.00)	
051327 Health Insurance-Select Pl.	15,466.00	191,058.00		97	0.00	196,524.00		5,466.00	
051501 On the Job Injury	0.00	8,226.09		151	0.00	5,444.04		(2,782.05)	
051901 Attrition	0.00	0.00		0	0.00	(51,519.96)		(51,519.96)	
051902 Bonus Pay	0.00	0.00		0	0.00	2,304.00		2,304.00	
051905 Spot Bonus Pay	0.00	1,000.00		80	0.00	1,250.00		250.00	
Total 500 Personnel Services	112,292.72	1,528,647.39		106	0.00	1,435,771.13		(92,876.26)	
505 Materials and Supplies									
052310 Clothing	0.00	2,400.00		48	0.00	5,000.04		2,600.04	

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 06/30/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered Balance
	Actual				Balance	Budget			
0204 Solid Waste Management Fund									
160501 Solid Waste- Community Impro									
Expense									
505 Materials and Supplies									
052342 Materials and Supplies	1,810.31	50,249.32	100	0.00	50,107.11	(142.21)			
052410 Outside Equipment Repair/M	0.00	44.78	0	0.00	0.00	(44.78)			
052514 Outside Phone/Communicatio	0.00	257.94	26	742.02	999.96	0.00			
052528 Misc Professional Services	4,000.00	9,876.61	40	0.00	24,999.96	15,123.35			
Total 505 Materials and Supplies	5,810.31	62,828.65	77	742.02	81,107.07	17,536.40			
Total Expense	118,103.03	1,591,476.04	105	742.02	1,516,878.20	(75,339.86)			
Total Revenue	0.00	0.00	0	0.00	0.00	0.00			
Total Expenditures	118,103.03	1,591,476.04	105	742.02	1,516,878.20	(75,339.86)			
Net 160501 Solid Waste- Community I	(118,103.03)	(1,591,476.04)	105	(742.02)	(1,516,878.20)	75,339.86			

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 06/30/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered Balance
	Actual				Balance	Budget	Budget		
0204 Solid Waste Management Fund									
160601 Solid Waste- Tire Redemption									
Expense									
505 Materials and Supplies									
052950 Misc Services and Charges	0.00		0.00	0	0.00		200,000.04		200,000.04
Total 505 Materials and Supplies	0.00		0.00	0	0.00		200,000.04		200,000.04
Total Expense	0.00		0.00	0	0.00		200,000.04		200,000.04
Total Revenue	0.00		0.00	0	0.00		0.00		0.00
Total Expenditures	0.00		0.00	0	0.00		200,000.04		200,000.04
Net 160601 Solid Waste- Tire Redemp	0.00		0.00	0	0.00		(200,000.04)		(200,000.04)

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 06/30/2024

Account	Current Month		YTD		% YTD	Encumbrance		Funding		Unencumbered	
	Actual		Actual			Balance	Balance	Budget		Balance	
Fund 0204 Summary:-											
Total Revenue	31,072.38		71,281,423.57		94	0.00		76,218,083.98		4,936,660.41	
Total Expenditures	5,284,558.35		78,708,476.46		96	739,445.53		82,351,228.95		2,903,306.96	
Net Income	(5,253,485.97)		(7,427,052.89)		121	(739,445.53)		(6,133,144.97)		2,033,353.45	

Report Parameters

Period Name : MAY-24
Report Level : Fund
Account Low : 0204.....
Account High : 0204.....
Budget Name : FUNDING
Exclude Fund Ranges : N

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Funds
 For the Period Ending 05/31/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered Balance
	Actual				Balance	Budget			
0204 Solid Waste Management Fund									
Assets									
115 Equity in Cash and Investment P									
010052 Claim on Cash	2,127,961.02		4,599,277.20	0	0.00		0.00		(4,599,277.20)
Total 115 Equity in Cash and Invest	2,127,961.02		4,599,277.20	0	0.00		0.00		(4,599,277.20)
120 Receivables									
012609 Taxes - Weeds, Demo, Etc.	(218.29)		169,813.45	0	0.00		0.00		(169,813.45)
012611 Allow - Weed, Demo, Sidewa	0.00		(158,717.14)	0	0.00		0.00		158,717.14
012629 A/R - Miscellaneous	0.00		1,238.80	0	0.00		0.00		(1,238.80)
012691 A/R - Travel Advance Clear	0.00		1,950.16	0	0.00		0.00		(1,950.16)
Total 120 Receivables	(218.29)		14,285.27	0	0.00		0.00		(14,285.27)
135 Due From Other Agencies and Gov									
012638 A/R - Component Units	0.00		6,357,769.12	0	0.00		0.00		(6,357,769.12)
Total 135 Due From Other Agencies a	0.00		6,357,769.12	0	0.00		0.00		(6,357,769.12)
Total Assets	2,127,742.73		10,971,331.59	0	0.00		0.00		(10,971,331.59)
Liabilities									
200 Accounts Payable and Accrued Li									
020101 Accounts Payable - Vendor	19,704.96		45,472.50	0	0.00		0.00		(45,472.50)
020108 On The Job Injury Accrual	0.00		34,587.92	0	0.00		0.00		(34,587.92)
020113 Accounts Payable - Other	0.00		76,312.16	0	0.00		0.00		(76,312.16)
020213 Other Insurance Payable	0.00		31.38	0	0.00		0.00		(31.38)
020229 Special Payroll Liability	0.00		1,325,095.00	0	0.00		0.00		(1,325,095.00)
022310 Refunds Payable	0.00		(5,344.61)	0	0.00		0.00		5,344.61
Total 200 Accounts Payable and Accr	19,704.96		1,476,154.35	0	0.00		0.00		(1,476,154.35)

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Funds
 For the Period Ending 05/31/2024

Account	Current Month Actual	YTD Actual	% YTD	Encumbrance Balance	Funding Budget	Unencumbered Balance
0204 Solid Waste Management Fund						
Liabilities						
210 Due to Other Funds						
021111 Due To General Fund	0.00	5,250,000.00	0	0.00	0.00	(5,250,000.00)
Total 210 Due to Other Funds	0.00	5,250,000.00	0	0.00	0.00	(5,250,000.00)
255 Deferred Revenue						
022134 Deferred Revenue - Weed, D	(218.29)	11,708.81	0	0.00	0.00	(11,708.81)
Total 255 Deferred Revenue	(218.29)	11,708.81	0	0.00	0.00	(11,708.81)
Total Liabilities	19,486.67	6,737,863.16	0	0.00	0.00	(6,737,863.16)
Equity						
320 Reserved Fund Balance						
039501 Reserve For Encumbrances	0.00	0.00	0	1,775,858.61	732,288.04	(1,043,570.57)
Total 320 Reserved Fund Balance	0.00	0.00	0	1,775,858.61	732,288.04	(1,043,570.57)
325 Unreserved Fund Balance						
039510 Fund Balance	0.00	6,401,744.04	0	0.00	0.00	(6,401,744.04)
Total 325 Unreserved Fund Balance	0.00	6,401,744.04	0	0.00	0.00	(6,401,744.04)
Total Equity	0.00	6,401,744.04	0	1,775,858.61	732,288.04	(7,445,314.61)
Revenue						
301 Contributed from Fund Balance						
049999 Contributed From Unassigne	0.00	0.00	0	0.00	5,120,856.96	5,120,856.96

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Funds
 For the Period Ending 05/31/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered Balance
	Actual				Balance	Budget			
0204 Solid Waste Management Fund									
Revenue									
301 Contributed from Fund Balance									
Total 301 Contributed from Fund Bal	0.00		0.00	0	0.00		5,120,856.96		5,120,856.96
430 Local Taxes									
040160 Special Assessment Tax	4,105.79		22,750.18	27	0.00		85,000.00		62,249.82
040510 Interest, Penalties & Comm	2,347.80		9,991.13	67	0.00		15,000.00		5,008.87
Total 430 Local Taxes	6,453.59		32,741.31	33	0.00		100,000.00		67,258.69
450 Charges for Services									
043312 Solid Waste Disposal Fee	7,780,684.19		70,624,457.09	94	0.00		75,500,000.00		4,875,542.91
043314 Sanitation Inspection Fee	74,685.87		589,027.20	109	0.00		539,999.98		(49,027.22)
Total 450 Charges for Services	7,855,370.06		71,213,484.29	94	0.00		76,039,999.98		4,826,515.69
455 Use of Money and Property									
045100 Interest on Investments	0.00		0.00	0	0.00		50,000.04		50,000.04
045102 Net Income/Investors	0.00		0.00	0	0.00		3,000.00		3,000.00
Total 455 Use of Money and Property	0.00		0.00	0	0.00		53,000.04		53,000.04
475 Other Revenues									
049100 Miscellaneous Income	0.00		0.00	0	0.00		741.96		741.96
049151 Recycling Proceeds	6,650.00		14,448.00	60	0.00		24,000.00		9,552.00
049900 Recovery Of Prior Year Exp,	0.00		0.00	0	0.00		342.00		342.00
Total 475 Other Revenues	6,650.00		14,448.00	58	0.00		25,083.96		10,635.96
489 Proceeds from Loan									
049602 Loan Proceeds	0.00		(24.96)	0	0.00		0.00		24.96
Total 489 Proceeds from Loan	0.00		(24.96)	0	0.00		0.00		24.96

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Funds
 For the Period Ending 05/31/2024

Account	Current Month Actual	YTD Actual	% YTD	Encumbrance Balance	Funding Budget	Unencumbered Balance
0204 Solid Waste Management Fund						
Revenue						
570 Employee Contributions						
049720 Employee Contributed - Gen.	0.00	(175.07)	0	0.00	0.00	175.07
Total 570 Employee Contributions	0.00	(175.07)	0	0.00	0.00	175.07
Total Revenue	7,868,473.65	71,260,473.57	88	0.00	81,338,940.94	10,078,467.37
Expense						
500 Personnel Services						
051101 Full-Time Salaries	1,358,871.33	14,794,655.58	64	0.00	23,033,355.90	8,238,700.32
051102 Holiday Salary Full Time	0.00	985,605.20	0	0.00	0.00	(985,605.20)
051103 Vacation Leave	90,998.39	1,352,671.15	0	0.00	0.00	(1,352,671.15)
051104 Bonus Leave	0.00	0.00	0	0.00	0.00	0.00
051105 Sick Leave	121,940.84	1,326,675.44	0	0.00	0.00	(1,326,675.44)
051115 COVID-19 OJI	0.00	341.18	0	0.00	0.00	(341.18)
051202 Overtime	205,565.64	2,753,149.53	91	0.00	3,022,733.00	269,583.47
051206 Out of Rank Pay	9,648.17	100,248.29	75	0.00	132,999.94	32,751.65
051208 Hazardous Duty Pay	860.42	8,855.44	52	0.00	16,999.96	8,144.52
051212 Longevity Pay	0.00	25,417.00	0	0.00	0.00	(25,417.00)
051214 Shift Differential	8.00	5,064.10	77	0.00	6,600.00	1,535.90
051218 PTO Final Pay	2,048.23	262,909.10	113	0.00	232,000.08	(30,909.02)
051220 Required Special License P.	1,495.44	18,930.09	72	0.00	26,250.04	7,319.95
051302 Pension	20,046.80	240,130.12	94	0.00	255,774.50	15,644.38
051303 Supplemental Pension	29,171.69	338,507.27	85	0.00	398,463.24	59,955.97
051304 Social Security	92,253.24	1,129,994.89	86	0.00	1,311,850.00	181,855.11
051307 Pension ADC	3,958.76	43,546.36	92	0.00	47,505.12	3,958.76
051308 Group Life Insurance	1,323.92	24,761.20	43	0.00	57,668.90	32,907.70
051310 Unemployment	0.00	36,160.00	100	0.00	36,160.00	0.00
051311 Pension 401a Match	20,440.57	224,664.00	101	0.00	221,686.92	(2,977.08)
051314 Medicare	26,654.17	327,709.78	104	0.00	316,369.08	(11,340.70)
051315 Long Term Disability	6,775.74	77,092.36	123	0.00	62,635.47	(14,456.89)

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Funds
 For the Period Ending 05/31/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered Balance
	Actual				Balance	Budget			
0204 Solid Waste Management Fund									
Expense									
500 Personnel Services	21,987.00		108,996.00	0	0.00		0.00		(108,996.00)
051322 Health Insurance - Choice	275,913.00		3,156,133.55	87	0.00		3,611,388.00		455,254.45
051402 Salaries - Part Time/Tempo	125,054.82		1,762,385.83	68	0.00		2,574,105.62		811,719.79
051501 On the Job Injury	0.00		323,743.24	109	0.00		297,000.09		(26,743.15)
051901 Attrition	0.00		0.00	0	0.00		(4,786,076.88)		(4,786,076.88)
051902 Bonus Pay	0.00		99,345.00	17	0.00		598,428.96		499,083.96
051905 Spot Bonus Pay	0.00		2,000.00	89	0.00		2,250.00		250.00
Total 500 Personnel Services	2,415,016.17		29,529,691.70	94	0.00		31,476,147.94		1,946,456.24
505 Materials and Supplies									
052102 City Hall Printing	126.00		964.50	4	0.00		22,999.96		22,035.46
052106 City Hall Postage	0.00		0.00	0	0.00		3,000.00		3,000.00
052108 Document Reproduction - Ci	0.00		4,831.07	48	0.00		10,000.04		5,168.97
052114 Facility Repair & Carpentr	9,527.50		64,197.84	41	0.00		156,409.92		92,212.08
052116 City Shop Charges	592,670.01		6,171,577.76	96	91,646.11		6,438,749.32		175,525.45
052124 City Shop Fuel	172,077.33		2,236,438.59	74	0.00		3,023,375.30		786,936.71
052202 Outside Computer Services	0.00		543,105.00	99	5,930.22		549,035.22		0.00
052204 City Computer Svc Equipmen	0.00		2,306.00	3	2,112.87		69,999.96		65,581.09
052208 Data/Word Process Software	7,476.02		7,476.02	13	0.00		55,653.96		48,177.94
052209 Pers Computer Software	0.00		0.00	0	0.00		0.00		0.00
052302 Printing - Outside	0.00		0.00	0	0.00		5,000.04		5,000.04
052304 Supplies - Outside	1,528.61		13,910.78	54	208.00		26,000.04		11,881.26
052308 Hand Tools	0.00		0.00	0	0.00		21,999.96		21,999.96
052310 Clothing	15,260.66		210,784.23	59	10,642.15		355,810.69		134,384.31
052312 Household Supplies	0.00		4,595.15	66	0.00		6,964.96		2,369.81
052316 Safety Equipment	5,643.16		14,393.73	65	0.00		21,999.96		7,606.23
052324 Outside Postage	0.00		2,508.98	25	0.00		9,999.96		7,490.98
052342 Materials and Supplies	9,430.40		136,423.12	94	0.00		145,268.72		8,845.60
052408 Outside Vehicle Repair	0.00		29,207.44	58	0.00		50,000.00		20,792.56
052410 Outside Equipment Repair/M	15,093.62		69,085.91	26	19,780.81		267,341.94		178,475.22

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Funds
 For the Period Ending 05/31/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered Balance
	Actual	YTD Actual			Balance	Budget			
0204 Solid Waste Management Fund									
Expense									
505 Materials and Supplies									
052414 Maintenance Of Grounds	590.00	25,836.50	30	0.00	0.00	85,999.92	60,163.42		
052498 Internal Repairs and Maint.	0.00	0.00	0	0.00	0.00	25,000.00	25,000.00		
052514 Outside Phone/Communicatio:	10,044.61	108,348.16	64	3,342.04	3,342.04	168,255.67	56,565.47		
052518 Janitorial Services	15,181.00	163,031.50	60	0.00	0.00	270,000.00	106,968.50		
052520 Security	73,920.00	887,326.00	99	0.00	0.00	900,000.00	12,674.00		
052526 Seminars/Training/Educatio:	10,777.00	22,117.20	27	5,850.00	5,850.00	81,450.08	53,482.88		
052528 Misc Professional Services	35,108.00	592,631.56	45	280,054.09	280,054.09	1,317,175.76	444,490.11		
052610 Travel Expense	0.00	8,928.96	48	0.00	0.00	18,500.00	9,571.04		
052730 Mileage	0.00	1,291.86	129	0.00	0.00	1,000.02	(291.84)		
052810 Utilities	63,550.18	265,148.30	120	0.00	0.00	221,000.02	(44,148.28)		
052910 Contribution to Education :	0.00	50,000.00	59	0.00	0.00	84,999.96	34,999.96		
052920 Insurance	0.00	9.08	36	0.00	0.00	25.00	15.92		
052921 Claims	9,373.12	216,327.76	43	0.00	0.00	500,000.00	283,672.24		
052923 Lawsuits	0.00	101,250.00	123	0.00	0.00	81,999.96	(19,250.04)		
052930 Dues/Memberships/Periodica	0.00	3,951.44	53	0.00	0.00	7,500.00	3,548.56		
052950 Misc Services and Charges	62,179.94	62,182.44	23	0.00	0.00	265,010.08	202,827.64		
056299 Expense Recovery - M & S	(31.00)	0.00	0	0.00	0.00	0.00	0.00		
Total 505 Materials and Supplies	1,109,526.16	12,020,186.88	79	419,566.29	419,566.29	15,267,526.42	2,827,773.25		
510 Capital Outlay									
053108 Equipment	146,701.54	1,334,416.90	103	0.00	0.00	1,299,067.34	(35,349.56)		
Total 510 Capital Outlay	146,701.54	1,334,416.90	103	0.00	0.00	1,299,067.34	(35,349.56)		
515 Grants and Subsidies									
061078 Death Benefits	0.00	0.00	0	0.00	0.00	0.00	0.00		
Total 515 Grants and Subsidies	0.00	0.00	0	0.00	0.00	0.00	0.00		
550 Service Charges									

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Funds
 For the Period Ending 05/31/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered Balance
	Actual	YTD Actual			Balance	Budget			
0204 Solid Waste Management Fund									
Expense									
550 Service Charges									
061137 Private Apartment Collect	188,797.14	3,250,634.30	77	363,613.27	4,210,685.26	596,437.69			
061138 Contract Disposal	694,992.81	10,800,557.94	91	992,679.05	11,880,464.24	87,227.25			
061140 Contract Collections	1,177,254.00	13,579,590.14	96	0.00	14,083,039.63	503,449.49			
061149 Professional Fees	27,929.77	269,373.32	36	0.00	740,000.04	470,626.72			
Total 550 Service Charges	2,088,973.72	27,900,155.70	90	1,356,292.32	30,914,189.17	1,657,741.15			
555 Transfers Out									
080111 Oper Tfr Out - General Fund	0.00	0.00	0	0.00	750,000.00	750,000.00			
080301 Oper Tfr Out - Debt Service	0.00	2,644,298.00	100	0.00	2,644,298.08	0.08			
Total 555 Transfers Out	0.00	2,644,298.00	78	0.00	3,394,298.08	750,000.08			
599 Contributed to Fund Balance									
089999 Contribution To Unassigned	0.00	0.00	0	0.00	(280,000.00)	(280,000.00)			
Total 599 Contributed to Fund Balan	0.00	0.00	0	0.00	(280,000.00)	(280,000.00)			
Total Expense	5,760,217.59	73,428,749.18	89	1,775,858.61	82,071,228.95	6,866,621.16			

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Funds
 For the Period Ending 05/31/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance Balance	Funding Budget	Unencumbered Balance
	Actual	YTD Actual					
Fund 0204 Summary:-							
Total Revenue	7,868,473.65	71,260,473.57	88	88	0.00	81,338,940.94	10,078,467.37
Total Expenditures	5,760,217.59	73,428,749.18	89	89	1,775,858.61	82,071,228.95	6,866,621.16
Net Income	2,108,256.06	(2,168,275.61)	296	296	(1,775,858.61)	(732,288.01)	3,211,846.21
Total Assets	2,127,742.73	10,971,331.59			0.00		
Total Begin Fund Balance	0.00	6,401,744.04			1,775,858.61	732,288.04	(7,445,314.61)
Total Liabilities	19,486.67	6,737,863.16			0.00		
Total Fund	0.00	0.00			0.00		
Total Ending Fund Balance	2,108,256.06	4,233,468.43			0.00	0.03	

CITY OF MEMPHIS
Appropriation Statement
Categories within Service Centers
For the Period Ending 05/31/2024

Report Parameters

Period Name : MAY-24
Report Level : Service Center
Account Low : 0204.160101.....
Account High : 0204.160601.....
Budget Name : FUNDING
Exclude Fund Ranges : N

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 05/31/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance Balance	Funding Budget	Unencumbered Balance
	Actual						
0204 Solid Waste Management Fund							
160101 Solid Waste- Administration							
Assets							
105 Cash and Cash Equivalents							
010020 Imprest Cash - Petty Cash	0.00	150.00	150.00	0	0.00	0.00	(150.00)
Total 105 Cash and Cash Equivalents	0.00	150.00	150.00	0	0.00	0.00	(150.00)
120 Receivables							
012691 A/R - Travel Advance Clear.	0.00	1,950.16	1,950.16	0	0.00	0.00	(1,950.16)
Total 120 Receivables	0.00	1,950.16	1,950.16	0	0.00	0.00	(1,950.16)
Total Assets	0.00	2,100.16	2,100.16	0	0.00	0.00	(2,100.16)
Liabilities							
200 Accounts Payable and Accrued Li							
020113 Accounts Payable - Other	0.00	20,911.69	20,911.69	0	0.00	0.00	(20,911.69)
Total 200 Accounts Payable and Accr	0.00	20,911.69	20,911.69	0	0.00	0.00	(20,911.69)
Total Liabilities	0.00	20,911.69	20,911.69	0	0.00	0.00	(20,911.69)
Revenue							
430 Local Taxes							
040160 Special Assessment Tax	4,105.79	22,618.93	22,618.93	27	0.00	85,000.00	62,381.07
040510 Interest, Penalties & Comm	0.00	0.00	0.00	0	0.00	15,000.00	15,000.00
Total 430 Local Taxes	4,105.79	22,618.93	22,618.93	23	0.00	100,000.00	77,381.07
450 Charges for Services							
043312 Solid Waste Disposal Fee	7,780,684.19	70,624,457.09	70,624,457.09	94	0.00	75,500,000.00	4,875,542.91

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 05/31/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered Balance
	Actual				Balance	Budget			
0204 Solid Waste Management Fund									
160101 Solid Waste- Administration									
Revenue									
450 Charges for Services									
043314 Sanitation Inspection Fee	74,685.87		589,027.20	109	0.00		539,999.98		(49,027.22)
Total 450 Charges for Services	7,855,370.06		71,213,484.29	94	0.00		76,039,999.98		4,826,515.69
455 Use of Money and Property									
045100 Interest on Investments	0.00		0.00	0	0.00		50,000.04		50,000.04
045102 Net Income/Investors	0.00		0.00	0	0.00		3,000.00		3,000.00
Total 455 Use of Money and Property	0.00		0.00	0	0.00		53,000.04		53,000.04
475 Other Revenues									
049100 Miscellaneous Income	0.00		0.00	0	0.00		741.96		741.96
049900 Recovery Of Prior Year Exp	0.00		0.00	0	0.00		342.00		342.00
Total 475 Other Revenues	0.00		0.00	0	0.00		1,083.96		1,083.96
Total Revenue	7,859,475.85		71,236,103.22	93	0.00		76,194,083.98		4,957,980.76
Expense									
500 Personnel Services									
051101 Full-Time Salaries	148,095.20		1,648,543.76	61	0.00		2,720,609.56		1,072,065.80
051102 Holiday Salary Full Time	0.00		98,022.84	0	0.00		0.00		(98,022.84)
051103 Vacation Leave	7,384.36		98,455.10	0	0.00		0.00		(98,455.10)
051105 Sick Leave	2,292.82		68,027.06	0	0.00		0.00		(68,027.06)
051115 COVID-19 OJI	0.00		145.51	0	0.00		0.00		(145.51)
051202 Overtime	4,752.54		41,394.30	88	0.00		47,050.00		5,655.70
051206 Out of Rank Pay	952.26		10,600.60	61	0.00		17,373.98		6,773.38
051212 Longevity Pay	0.00		171.00	0	0.00		0.00		(171.00)
051214 Shift Differential	8.00		40.66	0	0.00		0.00		(40.66)
051218 PTO Final Pay	0.00		10,713.52	54	0.00		20,000.04		9,286.52

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 05/31/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered Balance
	Actual	YTD Actual			Balance	Budget			
0204 Solid Waste Management Fund									
160101 Solid Waste- Administration									
Expense									
500 Personnel Services									
051302 Pension	7,608.13	94,094.01	105		0.00	89,432.02	(4,661.99)		
051303 Supplemental Pension	594.80	5,240.26	65		0.00	8,055.97	2,815.71		
051304 Social Security	2,000.62	18,558.29	53		0.00	35,077.00	16,518.71		
051307 Pension ADC	1,158.67	12,745.37	92		0.00	13,904.04	1,158.67		
051308 Group Life Insurance	223.64	2,574.91	52		0.00	4,919.35	2,344.44		
051310 Unemployment	0.00	2,240.00	100		0.00	2,240.00	0.00		
051311 Pension 401a Match	495.63	4,259.36	80		0.00	5,316.96	1,057.60		
051314 Medicare	2,285.86	27,863.45	102		0.00	27,250.80	(612.65)		
051315 Long Term Disability	580.96	6,656.22	131		0.00	5,071.83	(1,584.39)		
051322 Health Insurance - Choice	4,507.00	23,648.00	0		0.00	0.00	(23,648.00)		
051327 Health Insurance-Select Pl.	12,067.00	172,124.00	86		0.00	201,120.00	28,996.00		
051402 Salaries - Part Time/Tempo:	3,789.60	64,042.82	52		0.00	122,451.00	58,408.18		
051501 On the Job Injury	0.00	16,443.69	78		0.00	21,000.00	4,556.31		
051901 Attrition	0.00	0.00	0		0.00	(368,555.04)	(368,555.04)		
051902 Bonus Pay	0.00	40,708.21	50		0.00	81,416.00	40,707.79		
051905 Spot Bonus Pay	0.00	250.00	0		0.00	0.00	(250.00)		
Total 500 Personnel Services	198,797.09	2,467,562.94	81		0.00	3,053,733.51	586,170.57		
505 Materials and Supplies									
052102 City Hall Printing	31.00	577.50	25		0.00	2,300.00	1,722.50		
052106 City Hall Postage	0.00	0.00	0		0.00	2,800.00	2,800.00		
052108 Document Reproduction - Ci	0.00	0.00	0		0.00	10,000.04	10,000.04		
052116 City Shop Charges	404.72	5,121.71	90		0.00	5,710.96	589.25		
052124 City Shop Fuel	32.54	476.60	9		0.00	5,440.46	4,963.86		
052202 Outside Computer Services	0.00	95,000.04	99		1,035.18	96,035.22	0.00		
052204 City Computer Svc Equipmen	0.00	2,306.00	4		2,112.87	54,999.96	50,581.09		
052208 Data/Word Process Software	7,476.02	7,476.02	13		0.00	55,653.96	48,177.94		
052209 Pers Computer Software	0.00	0.00	0		0.00	0.00	0.00		
052304 Supplies - Outside	338.20	7,402.51	73		0.00	10,100.04	2,697.53		
052324 Outside Postage	0.00	2,508.98	25		0.00	9,999.96	7,490.98		

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 05/31/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered Balance
	Actual	YTD Actual			Balance	Budget			
0204 Solid Waste Management Fund									
160101 Solid Waste- Administration									
Expense									
505 Materials and Supplies									
052342 Materials and Supplies	0.00	11,730.02	93	0.00	12,568.00	837.98			
052410 Outside Equipment Repair/M.	0.00	0.00	0	95.00	128,099.96	128,004.96			
052514 Outside Phone/Communicatio:	5,511.08	56,754.18	89	1,770.16	64,009.63	5,485.29			
052520 Security	73,920.00	887,326.00	99	0.00	900,000.00	12,674.00			
052526 Seminars/Training/Educatio:	6,577.00	7,417.20	49	0.00	15,000.00	7,582.80			
052528 Misc Professional Services	1,794.87	75,116.00	37	4,486.93	203,932.00	124,329.07			
052610 Travel Expense	0.00	4,053.15	41	0.00	9,999.96	5,946.81			
052730 Mileage	0.00	1,291.86	129	0.00	1,000.02	(291.84)			
052810 Utilities	165.74	646.38	65	0.00	999.96	353.58			
052921 Claims	0.00	134,550.08	299	0.00	45,000.00	(89,550.08)			
052923 Lawsuits	0.00	80,000.00	98	0.00	81,999.96	1,999.96			
052930 Dues/Memberships/Periodica.	0.00	2,505.17	84	0.00	3,000.00	494.83			
056299 Expense Recovery - M & S	(31.00)	0.00	0	0.00	0.00	0.00			
Total 505 Materials and Supplies	96,220.17	1,382,259.40	80	9,500.14	1,718,650.09	326,890.55			
515 Grants and Subsidies									
061078 Death Benefits	0.00	0.00	0	0.00	0.00	0.00			
Total 515 Grants and Subsidies	0.00	0.00	0	0.00	0.00	0.00			
550 Service Charges									
061149 Professional Fees	0.00	850.00	1	0.00	140,000.04	139,150.04			
Total 550 Service Charges	0.00	850.00	1	0.00	140,000.04	139,150.04			
Total Expense	295,017.26	3,850,672.34	78	9,500.14	4,912,383.64	1,052,211.16			
Total Revenue									

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 05/31/2024

Account	Current Month Actual	YTD Actual	% YTD	Encumbrance Balance	Funding Budget	Unencumbered Balance
0204 Solid Waste Management Fund						
160101 Solid Waste- Administration						
Total Expended	295,017.26	71,236,103.22	93	0.00	76,194,083.98	4,052,280.76
		3,850,672.34	78	9,500.14	4,912,383.64	
Net 160101 Solid Waste- Administrat	7,564,458.59	67,385,430.88	95	(9,500.14)	71,281,700.34	3,905,769.60

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 05/31/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance Balance	Funding Budget	Unencumbered Balance
	Actual						
0204 Solid Waste Management Fund							
160201 Solid Waste- Collections							
Assets							
105 Cash and Cash Equivalents							
010020 Imprest Cash - Petty Cash	0.00	(150.00)	0	0.00	0.00	0.00	150.00
Total 105 Cash and Cash Equivalents	0.00	(150.00)	0	0.00	0.00	0.00	150.00
120 Receivables							
012629 A/R - Miscellaneous	0.00	1,238.80	0	0.00	0.00	0.00	(1,238.80)
Total 120 Receivables	0.00	1,238.80	0	0.00	0.00	0.00	(1,238.80)
Total Assets	0.00	1,088.80	0	0.00	0.00	0.00	(1,088.80)
Liabilities							
200 Accounts Payable and Accrued Li							
020113 Accounts Payable - Other	0.00	39,185.64	0	0.00	0.00	0.00	(39,185.64)
020213 Other Insurance Payable	0.00	31.38	0	0.00	0.00	0.00	(31.38)
Total 200 Accounts Payable and Accr	0.00	39,217.02	0	0.00	0.00	0.00	(39,217.02)
999 Other Liabilities							
020002 Discounts Lost	0.00	(1,504.62)	0	0.00	0.00	0.00	1,504.62
Total 999 Other Liabilities	0.00	(1,504.62)	0	0.00	0.00	0.00	1,504.62
Total Liabilities	0.00	37,712.40	0	0.00	0.00	0.00	(37,712.40)
Revenue							
489 Proceeds from Loan							
049602 Loan Proceeds	0.00	(24.96)	0	0.00	0.00	0.00	24.96

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 05/31/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered Balance
	Actual				Balance	Budget			
0204 Solid Waste Management Fund									
160201 Solid Waste- Collections									
Revenue									
489 Proceeds from Loan	0.00		(24.96)	0	0.00	0.00	0.00	0.00	24.96
Total 489 Proceeds from Loan									
570 Employee Contributions									
049720 Employee Contributed - Gen.	0.00		(175.07)	0	0.00	0.00	0.00	0.00	175.07
Total 570 Employee Contributions									
Total Revenue	0.00		(200.03)	0	0.00	0.00	0.00	0.00	200.03
Expense									
500 Personnel Services									
051101 Full-Time Salaries	1,065,187.68		11,527,337.55	66	0.00	0.00	17,467,412.22	5,940,074.67	
051102 Holiday Salary Full Time	0.00		779,524.75	0	0.00	0.00	0.00	(779,524.75)	
051103 Vacation Leave	71,602.43		1,102,813.23	0	0.00	0.00	0.00	(1,102,813.23)	
051104 Bonus Leave	0.00		0.00	0	0.00	0.00	0.00	0.00	
051105 Sick Leave	108,803.85		1,153,167.98	0	0.00	0.00	0.00	(1,153,167.98)	
051115 COVID-19 OJI	0.00		195.67	0	0.00	0.00	0.00	(195.67)	
051202 Overtime	164,011.89		2,266,280.94	85	0.00	0.00	2,660,109.96	393,829.02	
051206 Out of Rank Pay	7,690.23		71,248.96	89	0.00	0.00	80,025.96	8,777.00	
051208 Hazardous Duty Pay	502.63		5,360.88	179	0.00	0.00	3,000.00	(2,360.88)	
051212 Longevity Pay	0.00		23,490.00	0	0.00	0.00	0.00	(23,490.00)	
051214 Shift Differential	0.00		4,432.52	195	0.00	0.00	2,274.96	(2,157.56)	
051218 PTO Final Pay	2,048.23		248,933.23	173	0.00	0.00	143,592.00	(105,341.23)	
051220 Required Special License P.	1,479.44		18,701.78	72	0.00	0.00	26,000.04	7,298.26	
051302 Pension	7,660.42		90,422.44	90	0.00	0.00	100,253.87	9,831.43	
051303 Supplemental Pension	26,407.21		307,660.24	85	0.00	0.00	361,273.53	53,613.29	
051304 Social Security	83,406.10		1,028,674.72	88	0.00	0.00	1,175,020.00	146,345.28	
051307 Pension ADC	1,379.00		15,169.00	92	0.00	0.00	16,548.00	1,379.00	
051308 Group Life Insurance	1,048.82		19,676.79	42	0.00	0.00	46,367.84	26,691.05	

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 05/31/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered	
	Actual	YTD Actual			Balance	Budget	Balance	Balance		
0204 Solid Waste Management Fund										
160201 Solid Waste- Collections										
Expense										
500 Personnel Services										
051310 Unemployment	0.00	30,400.00	30,400.00	100	0.00	0.00	30,400.00	0.00	0.00	0.00
051311 Pension 401a Match	18,386.12	204,039.73	204,039.73	106	0.00	0.00	192,012.96	0.00	(12,026.77)	(12,026.77)
051314 Medicare	21,427.79	264,635.42	264,635.42	104	0.00	0.00	254,661.00	0.00	(9,974.42)	(9,974.42)
051315 Long Term Disability	5,433.82	62,017.48	62,017.48	122	0.00	0.00	50,932.21	0.00	(11,085.27)	(11,085.27)
051322 Health Insurance - Choice	15,752.00	76,708.00	76,708.00	0	0.00	0.00	0.00	0.00	(76,708.00)	(76,708.00)
051327 Health Insurance-Select Pl.	233,478.00	2,643,647.05	2,643,647.05	87	0.00	0.00	3,023,784.00	0.00	380,136.95	380,136.95
051402 Salaries - Part Time/Tempo:	117,952.77	1,661,066.06	1,661,066.06	69	0.00	0.00	2,399,856.02	0.00	738,789.96	738,789.96
051501 On the Job Injury	0.00	271,226.00	271,226.00	139	0.00	0.00	195,620.04	0.00	(75,605.96)	(75,605.96)
051901 Attrition	0.00	0.00	0.00	0	0.00	0.00	(4,240,596.96)	0.00	(4,240,596.96)	(4,240,596.96)
051902 Bonus Pay	0.00	48,996.27	48,996.27	10	0.00	0.00	495,705.00	0.00	446,708.73	446,708.73
Total 500 Personnel Services	1,953,658.43	23,925,826.69	23,925,826.69	98	0.00	0.00	24,484,252.65	0.00	558,425.96	558,425.96
505 Materials and Supplies										
052102 City Hall Printing	0.00	62.00	62.00	1	0.00	0.00	7,500.00	0.00	7,438.00	7,438.00
052114 Facility Repair & Carpentr	9,527.50	57,601.84	57,601.84	57	0.00	0.00	101,409.96	0.00	43,808.12	43,808.12
052116 City Shop Charges	592,141.99	6,130,530.70	6,130,530.70	96	91,646.11	91,646.11	6,395,582.88	0.00	173,406.07	173,406.07
052124 City Shop Fuel	168,182.15	2,202,835.37	2,202,835.37	74	0.00	0.00	2,973,731.88	0.00	770,896.51	770,896.51
052202 Outside Computer Services	0.00	367,977.96	367,977.96	100	0.00	0.00	367,977.96	0.00	0.00	0.00
052204 City Computer Svc Equipmen	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00
052304 Supplies - Outside	1,067.41	3,442.59	3,442.59	28	208.00	208.00	12,500.00	0.00	8,849.41	8,849.41
052308 Hand Tools	0.00	0.00	0.00	0	0.00	0.00	21,999.96	0.00	21,999.96	21,999.96
052310 Clothing	15,260.66	206,384.23	206,384.23	60	10,642.15	10,642.15	346,760.61	0.00	129,734.23	129,734.23
052312 Household Supplies	0.00	4,595.15	4,595.15	66	0.00	0.00	6,964.96	0.00	2,369.81	2,369.81
052316 Safety Equipment	5,643.16	14,393.73	14,393.73	65	0.00	0.00	21,999.96	0.00	7,606.23	7,606.23
052342 Materials and Supplies	2,871.73	49,574.64	49,574.64	94	0.00	0.00	53,000.04	0.00	3,425.40	3,425.40
052408 Outside Vehicle Repair	0.00	29,207.44	29,207.44	58	0.00	0.00	50,000.00	0.00	20,792.56	20,792.56
052410 Outside Equipment Repair/M	11,107.87	55,561.04	55,561.04	44	19,685.81	19,685.81	126,242.48	0.00	50,995.63	50,995.63
052414 Maintenance Of Grounds	590.00	14,976.50	14,976.50	42	0.00	0.00	36,000.00	0.00	21,023.50	21,023.50
052514 Outside Phone/Communicatio:	4,385.51	49,647.14	49,647.14	50	761.40	761.40	99,776.04	0.00	49,367.50	49,367.50
052518 Janitorial Services	11,781.00	115,406.50	115,406.50	64	0.00	0.00	180,000.00	0.00	64,593.50	64,593.50

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 05/31/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered Balance
	Actual				Balance	Budget			
0204 Solid Waste Management Fund									
160201 Solid Waste- Collections									
Expense									
505 Materials and Supplies									
052526 Seminars/Training/Educatio:	4,200.00	15,300.00	27	5,850.00	56,450.00	35,300.00			
052528 Misc Professional Services	32,938.13	181,073.24	42	120,649.93	431,447.29	129,724.12			
052610 Travel Expense	0.00	0.00	0	0.00	5,000.04	5,000.04			
052810 Utilities	43,077.94	168,192.18	129	0.00	129,922.02	(38,270.16)			
052920 Insurance	0.00	9.08	36	0.00	25.00	15.92			
052921 Claims	9,373.12	81,777.68	18	0.00	455,000.00	373,222.32			
052923 Lawsuits	0.00	21,250.00	0	0.00	0.00	(21,250.00)			
052930 Dues/Memberships/Periodica	0.00	489.00	16	0.00	3,000.00	2,511.00			
052950 Misc Services and Charges	0.00	2.50	25	0.00	10.00	7.50			
Total 505 Materials and Supplies	912,148.17	9,770,290.51	82	249,443.40	11,882,301.08	1,862,567.17			
510 Capital Outlay									
053108 Equipment	146,701.54	1,334,416.90	103	0.00	1,299,067.34	(35,349.56)			
Total 510 Capital Outlay	146,701.54	1,334,416.90	103	0.00	1,299,067.34	(35,349.56)			
550 Service Charges									
061137 Private Apartment Collect	188,797.14	3,250,634.30	77	363,613.27	4,198,685.26	584,437.69			
061140 Contract Collections	1,177,254.00	13,579,590.14	98	0.00	13,787,859.67	208,269.53			
061149 Professional Fees	0.00	150,000.00	60	0.00	249,999.96	99,999.96			
Total 550 Service Charges	1,366,051.14	16,980,224.44	93	363,613.27	18,236,544.89	892,707.18			
555 Transfers Out									
080111 Oper Tfr Out - General Fun	0.00	0.00	0	0.00	750,000.00	750,000.00			
080301 Oper Tfr Out - Debt Servic	0.00	2,644,298.00	100	0.00	2,644,298.08	0.08			
Total 555 Transfers Out	0.00	2,644,298.00	78	0.00	3,394,298.08	750,000.08			
Expense									
				92					

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 05/31/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance Balance	Funding Budget		Unencumbered Balance
	Actual	YTD						
0204 Solid Waste Management Fund								
160201 Solid Waste- Collections								
Expense								
Total	4,378,559.28	54,655,056.54			613,056.67	59,296,464.04		4,028,350.83
Total Revenue	0.00	(200.03)		0	0.00	0.00		200.03
Total Expenditures	4,378,559.28	54,655,056.54		92	613,056.67	59,296,464.04		4,028,350.83
Net 160201 Solid Waste- Collections	(4,378,559.28)	(54,655,256.57)		92	(613,056.67)	(59,296,464.04)		(4,028,150.80)

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 05/31/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered Balance
	Actual				Balance	Budget			
0204 Solid Waste Management Fund									
160301 Solid Waste- Disposal									
Expense									
500 Personnel Services	55,615.12	634,120.49	50		0.00	1,268,736.00		634,615.51	
051101 Full-Time Salaries	0.00	42,416.43	0		0.00	0.00		(42,416.43)	
051102 Holiday Salary Full Time	5,155.83	58,497.05	0		0.00	0.00		(58,497.05)	
051103 Vacation Leave	3,896.00	44,449.39	0		0.00	0.00		(44,449.39)	
051105 Sick Leave	9,726.97	128,633.00	130		0.00	99,073.00		(29,560.00)	
051202 Overtime	398.08	4,328.70	13		0.00	33,475.00		29,146.30	
051206 Out of Rank Pay	357.79	3,494.56	25		0.00	13,999.96		10,505.40	
051208 Hazardous Duty Pay	0.00	1,019.00	0		0.00	0.00		(1,019.00)	
051212 Longevity Pay	0.00	221.89	5		0.00	4,325.04		4,103.15	
051214 Shift Differential	0.00	3,262.35	9		0.00	36,408.00		33,145.65	
051218 PTO Final Pay	16.00	208.00	83		0.00	250.00		42.00	
051220 Required Special License P.	1,059.80	13,164.89	68		0.00	19,454.91		6,290.02	
051302 Pension	1,119.43	13,338.83	81		0.00	16,498.30		3,159.47	
051303 Supplemental Pension	3,440.84	42,029.84	45		0.00	93,916.00		51,886.16	
051304 Social Security	598.42	6,582.62	92		0.00	7,181.04		598.42	
051307 Pension ADC	45.82	971.51	35		0.00	2,745.90		1,774.39	
051308 Group Life Insurance	0.00	1,680.00	100		0.00	1,680.00		0.00	
051310 Unemployment	900.80	9,650.91	68		0.00	14,295.96		4,645.05	
051311 Pension 401a Match	1,057.04	13,059.82	86		0.00	15,200.04		2,140.22	
051314 Medicare	305.72	3,439.88	113		0.00	3,040.00		(399.88)	
051315 Long Term Disability	576.00	2,880.00	0		0.00	0.00		(2,880.00)	
051322 Health Insurance - Choice	10,656.00	122,803.50	82		0.00	150,612.00		27,808.50	
051327 Health Insurance-Select Pl.	0.00	27,703.62	92		0.00	30,000.00		2,296.38	
051501 On the Job Injury	0.00	0.00	0		0.00	(92,958.96)		(92,958.96)	
051901 Attrition	0.00	5,826.51	39		0.00	15,003.96		9,177.45	
051902 Bonus Pay									
Total 500 Personnel Services	94,925.66	1,183,782.79	68		0.00	1,732,936.15		549,153.36	
505 Materials and Supplies									
052114 Facility Repair & Carpentr	0.00	6,596.00	12		0.00	54,999.96		48,403.96	
052202 Outside Computer Services	0.00	60,000.00	100		0.00	60,000.00		0.00	

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 05/31/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered Balance
	Actual	YTD Actual			Balance	Budget			
0204 Solid Waste Management Fund									
160301 Solid Waste- Disposal									
Expense									
505 Materials and Supplies									
052310 Clothing	0.00	800.00	800.00	46	0.00	0.00	1,750.00	950.00	
052342 Materials and Supplies	2,241.02	6,679.45	6,679.45	70	0.00	0.00	9,593.57	2,914.12	
052410 Outside Equipment Repair/M.	3,940.97	7,823.64	7,823.64	78	0.00	0.00	9,999.50	2,175.86	
052414 Maintenance Of Grounds	0.00	10,860.00	10,860.00	43	0.00	0.00	24,999.96	14,139.96	
052514 Outside Phone/Communicatio:	76.00	736.64	736.64	82	0.00	0.00	900.00	163.36	
052518 Janitorial Services	3,400.00	47,625.00	47,625.00	73	0.00	0.00	65,000.04	17,375.04	
052526 Seminars/Training/Educatio:	0.00	0.00	0.00	0	0.00	0.00	5,000.04	5,000.04	
052528 Misc Professional Services	0.00	181,581.74	181,581.74	72	76,688.57	76,688.57	252,109.31	(6,161.00)	
052810 Utilities	20,306.50	92,197.27	92,197.27	110	0.00	0.00	83,872.04	(8,325.23)	
052930 Dues/Memberships/Periodica	0.00	712.27	712.27	95	0.00	0.00	750.00	37.73	
Total 505 Materials and Supplies	29,964.49	415,612.01	415,612.01	73	76,688.57	76,688.57	568,974.42	76,673.84	
550 Service Charges									
061137 Private Apartment Collect	0.00	0.00	0.00	0	0.00	0.00	12,000.00	12,000.00	
061138 Contract Disposal	615,310.23	9,919,688.93	9,919,688.93	91	942,195.52	942,195.52	10,949,111.66	87,227.21	
061149 Professional Fees	648.97	648.97	648.97	1	0.00	0.00	50,000.04	49,351.07	
Total 550 Service Charges	615,959.20	9,920,337.90	9,920,337.90	90	942,195.52	942,195.52	11,011,111.70	148,578.28	
Total Expense	740,849.35	11,519,732.70	11,519,732.70	87	1,018,884.09	1,018,884.09	13,313,022.27	774,405.48	
Total Revenue	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00	
Total Expenditures	740,849.35	11,519,732.70	11,519,732.70	87	1,018,884.09	1,018,884.09	13,313,022.27	774,405.48	
Net 160301 Solid Waste- Disposal	(740,849.35)	(11,519,732.70)	(11,519,732.70)	87	(1,018,884.09)	(1,018,884.09)	(13,313,022.27)	(774,405.48)	

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 05/31/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered Balance
	Actual				Balance	Budget			
0204 Solid Waste Management Fund									
160401 Solid Waste- Recycling									
Revenue									
475 Other Revenues									
049151 Recycling Proceeds	6,650.00		14,448.00	60	0.00		24,000.00		9,552.00
Total 475 Other Revenues	6,650.00		14,448.00	60	0.00		24,000.00		9,552.00
Total Revenue	6,650.00		14,448.00	60	0.00		24,000.00		9,552.00
Expense									
500 Personnel Services									
051101 Full-Time Salaries	29,975.74		281,538.37	50	0.00		559,235.44		277,697.07
051102 Holiday Salary Full Time	0.00		18,275.74	0	0.00		0.00		(18,275.74)
051103 Vacation Leave	753.30		21,520.10	0	0.00		0.00		(21,520.10)
051105 Sick Leave	510.78		12,003.78	0	0.00		0.00		(12,003.78)
051202 Overtime	8,656.95		75,581.43	275	0.00		27,500.04		(48,081.39)
051206 Out of Rank Pay	356.80		7,748.00	365	0.00		2,125.00		(5,623.00)
051214 Shift Differential	0.00		75.36	0	0.00		0.00		(75.36)
051218 PTO Final Pay	0.00		0.00	0	0.00		32,000.04		32,000.04
051302 Pension	1,660.88		18,877.15	90	0.00		20,942.74		2,065.59
051303 Supplemental Pension	81.08		526.55	0	0.00		0.00		(526.55)
051304 Social Security	517.35		4,138.75	53	0.00		7,837.00		3,698.25
051307 Pension ADC	244.42		2,688.62	92	0.00		2,933.04		244.42
051308 Group Life Insurance	(27.88)		424.48	44	0.00		968.12		543.64
051310 Unemployment	0.00		320.00	100	0.00		320.00		0.00
051311 Pension 401a Match	103.12		618.72	52	0.00		1,185.00		566.28
051314 Medicare	617.55		6,508.48	129	0.00		5,026.20		(1,482.28)
051315 Long Term Disability	132.64		1,367.28	183	0.00		745.23		(622.05)
051322 Health Insurance - Choice :	0.00		0.00	0	0.00		0.00		0.00
051327 Health Insurance-Select Pl.	4,246.00		41,967.00	107	0.00		39,348.00		(2,619.00)
051402 Salaries - Part Time/Tempo:	3,312.45		37,276.95	72	0.00		51,798.60		14,521.65
051501 On the Job Injury	0.00		143.84	0	0.00		44,936.01		44,792.17
051901 Attrition	0.00		0.00	0	0.00		(32,445.96)		(32,445.96)

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 05/31/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered Balance
	Actual				Balance	Budget			
0204 Solid Waste Management Fund									
160401 Solid Waste- Recycling									
Expense									
500 Personnel Services									
051902 Bonus Pay	0.00		3,814.01	95	0.00	0.00	4,000.00	185.99	
051905 Spot Bonus Pay	0.00		750.00	75	0.00	0.00	1,000.00	250.00	
Total 500 Personnel Services	51,141.18		536,164.61	70	0.00	0.00	769,454.50	233,289.89	
505 Materials and Supplies									
052102 City Hall Printing	95.00		325.00	2	0.00	0.00	13,199.96	12,874.96	
052106 City Hall Postage	0.00		0.00	0	0.00	0.00	200.00	200.00	
052116 City Shop Charges	123.30		35,925.35	96	0.00	0.00	37,455.48	1,530.13	
052124 City Shop Fuel	3,862.64		33,126.62	75	0.00	0.00	44,202.96	11,076.34	
052202 Outside Computer Services	0.00		20,127.00	80	4,895.04	0.00	25,022.04	0.00	
052204 City Computer Svc Equipmen	0.00		0.00	0	0.00	0.00	15,000.00	15,000.00	
052302 Printing - Outside	0.00		0.00	0	0.00	0.00	5,000.04	5,000.04	
052304 Supplies - Outside	123.00		3,065.68	90	0.00	0.00	3,400.00	334.32	
052310 Clothing	0.00		1,200.00	52	0.00	0.00	2,300.04	1,100.04	
052324 Outside Postage	0.00		0.00	0	0.00	0.00	0.00	0.00	
052342 Materials and Supplies	0.00		20,000.00	100	0.00	0.00	20,000.00	0.00	
052410 Outside Equipment Repair/M.	0.00		5,656.45	189	0.00	0.00	3,000.00	(2,656.45)	
052414 Maintenance Of Grounds	0.00		0.00	0	0.00	0.00	24,999.96	24,999.96	
052498 Internal Repairs and Maint.	0.00		0.00	0	0.00	0.00	25,000.00	25,000.00	
052514 Outside Phone/Communicatio:	72.02		952.26	37	68.46	0.00	2,570.04	1,549.32	
052518 Janitorial Services	0.00		0.00	0	0.00	0.00	24,999.96	24,999.96	
052526 Seminars/Training/Educatio:	0.00		(600.00)	(12)	0.00	0.00	5,000.04	5,600.04	
052528 Misc Professional Services	375.00		148,983.97	37	78,228.66	0.00	404,687.20	177,474.57	
052610 Travel Expense	0.00		4,875.81	139	0.00	0.00	3,500.00	(1,375.81)	
052730 Mileage	0.00		0.00	0	0.00	0.00	0.00	0.00	
052810 Utilities	0.00		4,112.47	66	0.00	0.00	6,206.00	2,093.53	
052910 Contribution to Education :	0.00		50,000.00	59	0.00	0.00	84,999.96	34,999.96	
052930 Dues/Memberships/Periodica	0.00		245.00	33	0.00	0.00	750.00	505.00	
052950 Misc Services and Charges	62,179.94		62,179.94	96	0.00	0.00	65,000.04	2,820.10	

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 05/31/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered Balance
	Actual				Balance	Budget			
0204 Solid Waste Management Fund									
160401 Solid Waste- Recycling									
Expense									
505 Materials and Supplies									
Total 505 Materials and Supplies	66,830.90	390,175.55	48	83,192.16	816,493.72	343,126.01			
510 Capital Outlay									
053108 Equipment	0.00	0.00	0	0.00	0.00	0.00			0.00
Total 510 Capital Outlay	0.00	0.00	0	0.00	0.00	0.00			0.00
550 Service Charges									
061138 Contract Disposal	79,682.58	880,869.01	95	50,483.53	931,352.58	0.04			0.04
061140 Contract Collections	0.00	0.00	0	0.00	295,179.96	295,179.96			295,179.96
061149 Professional Fees	27,280.80	117,874.35	39	0.00	300,000.00	182,125.65			182,125.65
Total 550 Service Charges	106,963.38	998,743.36	65	50,483.53	1,526,532.54	477,305.65			477,305.65
Total Expense	224,935.46	1,925,083.52	62	133,675.69	3,112,480.76	1,053,721.55			1,053,721.55
Total Revenue	6,650.00	14,448.00	60	0.00	24,000.00	9,552.00			9,552.00
Total Expenditures	224,935.46	1,925,083.52	62	133,675.69	3,112,480.76	1,053,721.55			1,053,721.55
Net 160401 Solid Waste- Recycling	(218,285.46)	(1,910,635.52)	62	(133,675.69)	(3,088,480.76)	(1,044,169.55)			(1,044,169.55)

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 05/31/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered Balance
	Actual	YTD Actual			Balance	Budget			
0204 Solid Waste Management Fund									
160501 Solid Waste- Community Impro									
Expense									
500 Personnel Services									
051101 Full-Time Salaries	59,997.59	703,115.41	69		0.00	1,017,362.68		314,247.27	
051102 Holiday Salary Full Time	0.00	47,365.44	0		0.00	0.00		(47,365.44)	
051103 Vacation Leave	6,102.47	71,385.67	0		0.00	0.00		(71,385.67)	
051104 Bonus Leave	0.00	0.00	0		0.00	0.00		0.00	
051105 Sick Leave	6,437.39	49,027.23	0		0.00	0.00		(49,027.23)	
051202 Overtime	18,417.29	241,259.86	128		0.00	189,000.00		(52,259.86)	
051206 Out of Rank Pay	250.80	6,322.03	0		0.00	0.00		(6,322.03)	
051212 Longevity Pay	0.00	737.00	0		0.00	0.00		(737.00)	
051214 Shift Differential	0.00	293.67	0		0.00	0.00		(293.67)	
051218 PTO Final Pay	0.00	0.00	0		0.00	0.00		0.00	
051220 Required Special License P.	0.00	20.31	0		0.00	0.00		(20.31)	
051302 Pension	2,057.57	23,571.63	92		0.00	25,690.96		2,119.33	
051303 Supplemental Pension	969.17	11,741.39	93		0.00	12,635.44		894.05	
051304 Social Security	2,888.33	36,593.29	0		0.00	0.00		(36,593.29)	
051307 Pension ADC	578.25	6,360.75	92		0.00	6,939.00		578.25	
051308 Group Life Insurance	33.52	1,113.51	42		0.00	2,667.69		1,554.18	
051310 Unemployment	0.00	1,520.00	100		0.00	1,520.00		0.00	
051311 Pension 401a Match	554.90	6,095.28	69		0.00	8,876.04		2,780.76	
051314 Medicare	1,265.93	15,642.61	110		0.00	14,231.04		(1,411.57)	
051315 Long Term Disability	322.60	3,611.50	127		0.00	2,846.20		(765.30)	
051322 Health Insurance - Choice	1,152.00	5,760.00	0		0.00	0.00		(5,760.00)	
051327 Health Insurance-Select Pl.	15,466.00	175,592.00	89		0.00	196,524.00		20,932.00	
051501 On the Job Injury	0.00	8,226.09	151		0.00	5,444.04		(2,782.05)	
051901 Attrition	0.00	0.00	0		0.00	(51,519.96)		(51,519.96)	
051902 Bonus Pay	0.00	0.00	0		0.00	2,304.00		2,304.00	
051905 Spot Bonus Pay	0.00	1,000.00	80		0.00	1,250.00		250.00	
Total 500 Personnel Services	116,493.81	1,416,354.67	99		0.00	1,435,771.13		19,416.46	
505 Materials and Supplies									
052310 Clothing	0.00	2,400.00	48		0.00	5,000.04		2,600.04	

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 05/31/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered Balance
	Actual	YTD Actual			Balance	Balance	Budget	Budget	
0204 Solid Waste Management Fund									
160501 Solid Waste- Community Impro									
Expense									
505 Materials and Supplies									
052342 Materials and Supplies	4,317.65	48,439.01		97	0.00		50,107.11	1,668.10	(44.78)
052410 Outside Equipment Repair/M	44.78	44.78		0	0.00		0.00	0.00	0.00
052514 Outside Phone/Communicatio	0.00	257.94		26	742.02		999.96	0.00	0.00
052528 Misc Professional Services	0.00	5,876.61		24	0.00		24,999.96	19,123.35	
Total 505 Materials and Supplies	4,362.43	57,018.34		70	742.02		81,107.07	23,346.71	
Total Expense	120,856.24	1,473,373.01		97	742.02		1,516,878.20	42,763.17	
Total Revenue	0.00	0.00		0	0.00		0.00	0.00	
Total Expenditures	120,856.24	1,473,373.01		97	742.02		1,516,878.20	42,763.17	
Net 160501 Solid Waste- Community I	(120,856.24)	(1,473,373.01)		97	(742.02)		(1,516,878.20)	(42,763.17)	

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 05/31/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered Balance
	Actual				Balance	Budget	Budget		
0204 Solid Waste Management Fund									
160601 Solid Waste- Tire Redemption									
Expense									
505 Materials and Supplies									
052950 Misc Services and Charges	0.00		0.00	0	0.00		200,000.04		200,000.04
Total 505 Materials and Supplies	0.00		0.00	0	0.00		200,000.04		200,000.04
Total Expense	0.00		0.00	0	0.00		200,000.04		200,000.04
Total Revenue	0.00		0.00	0	0.00		0.00		0.00
Total Expenditures	0.00		0.00	0	0.00		200,000.04		200,000.04
Net 160601 Solid Waste- Tire Redemp	0.00		0.00	0	0.00		(200,000.04)		(200,000.04)

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Service Centers
 For the Period Ending 05/31/2024

Account	Current Month		YTD		% YTD	Encumbrance		Funding		Unencumbered	
	Actual	YTD Actual	YTD Actual	YTD Actual		Balance	Balance	Budget	Budget	Balance	Balance
Fund 0204 Summary:-											
Total Revenue	7,866,125.85	71,250,351.19	93	0.00	76,218,083.98	4,967,732.79					
Total Expenditures	5,760,217.59	73,423,918.11	89	1,775,858.61	82,351,228.95	7,151,452.23					
Net Income	2,105,908.26	(2,173,566.92)	35	(1,775,858.61)	(6,133,144.97)	(2,183,719.44)					

Report Parameters

Period Name : JUL-24
Report Level : Fund
Account Low : 0204.....
Account High : 0204.....
Budget Name : FUNDING
Exclude Fund Ranges : N

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Funds
 For the Period Ending 07/31/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered Balance
	Actual				Balance	Budget			
0204 Solid Waste Management Fund									
Assets									
115 Equity in Cash and Investment P									
010052 Claim on Cash	(2,946,614.28)		(1,990,019.08)	0	0.00		0.00		1,990,019.08
Total 115 Equity in Cash and Invest	(2,946,614.28)		(1,990,019.08)	0	0.00		0.00		1,990,019.08
120 Receivables									
012609 Taxes - Weeds, Demo, Etc.	0.00		179,812.34	0	0.00		0.00		(179,812.34)
012611 Allow - Weed, Demo, Sidewa	0.00		(158,717.14)	0	0.00		0.00		158,717.14
012629 A/R - Miscellaneous	0.00		1,238.80	0	0.00		0.00		(1,238.80)
012691 A/R - Travel Advance Clear	0.00		1,974.53	0	0.00		0.00		(1,974.53)
Total 120 Receivables	0.00		24,308.53	0	0.00		0.00		(24,308.53)
135 Due From Other Agencies and Gov									
012638 A/R - Component Units	0.00		6,357,769.12	0	0.00		0.00		(6,357,769.12)
Total 135 Due From Other Agencies a	0.00		6,357,769.12	0	0.00		0.00		(6,357,769.12)
Total Assets	(2,946,614.28)		4,392,058.57	0	0.00		0.00		(4,392,058.57)
Liabilities									
200 Accounts Payable and Accrued Li									
020101 Accounts Payable - Vendor	(1,656,590.60)		(100.86)	0	0.00		0.00		100.86
020108 On The Job Injury Accrual	0.00		34,587.92	0	0.00		0.00		(34,587.92)
020113 Accounts Payable - Other	0.00		76,312.16	0	0.00		0.00		(76,312.16)
020213 Other Insurance Payable	0.00		31.38	0	0.00		0.00		(31.38)
020229 Special Payroll Liability	0.00		1,325,095.00	0	0.00		0.00		(1,325,095.00)
022310 Refunds Payable	0.00		(6,154.97)	0	0.00		0.00		6,154.97
Total 200 Accounts Payable and Accr	(1,656,590.60)		1,429,770.63	0	0.00		0.00		(1,429,770.63)

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Funds
 For the Period Ending 07/31/2024

Account	Current Month Actual	YTD Actual	% YTD	Encumbrance Balance	Funding Budget	Unencumbered Balance
0204 Solid Waste Management Fund						
Liabilities						
210 Due to Other Funds						
021111 Due To General Fund	0.00	5,250,000.00	0	0.00	0.00	(5,250,000.00)
Total 210 Due to Other Funds	0.00	5,250,000.00	0	0.00	0.00	(5,250,000.00)
255 Deferred Revenue						
022134 Deferred Revenue - Weed, D	0.00	21,707.70	0	0.00	0.00	(21,707.70)
Total 255 Deferred Revenue	0.00	21,707.70	0	0.00	0.00	(21,707.70)
Total Liabilities	(1,656,590.60)	6,701,478.33	0	0.00	0.00	(6,701,478.33)
Equity						
320 Reserved Fund Balance						
039501 Reserve For Encumbrances	0.00	0.00	0	(116,352.01)	0.00	116,352.01
Total 320 Reserved Fund Balance	0.00	0.00	0	(116,352.01)	0.00	116,352.01
325 Unreserved Fund Balance						
039510 Fund Balance	0.00	(1,019,396.08)	0	0.00	0.00	1,019,396.08
Total 325 Unreserved Fund Balance	0.00	(1,019,396.08)	0	0.00	0.00	1,019,396.08
Total Equity	0.00	(1,019,396.08)	0	(116,352.01)	0.00	1,135,748.09
Revenue						
430 Local Taxes						
040160 Special Assessment Tax	0.00	0.00	0	0.00	85,000.00	85,000.00
040510 Interest, Penalties & Comm	0.00	0.00	0	0.00	15,000.00	15,000.00

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Funds
 For the Period Ending 07/31/2024

Account	Current Month Actual	YTD Actual	% YTD	Encumbrance Balance	Funding Budget	Unencumbered Balance
0204 Solid Waste Management Fund						
Revenue						
430 Local Taxes						
Total 430 Local Taxes	0.00	0.00	0	0.00	100,000.00	100,000.00
440 Licenses and Permits						
042116 Misc Permits	240.00	240.00	0	0.00	0.00	(240.00)
Total 440 Licenses and Permits	240.00	240.00	0	0.00	0.00	(240.00)
450 Charges for Services						
043312 Solid Waste Disposal Fee	0.00	0.00	0	0.00	108,783,765.00	108,783,765.00
043314 Sanitation Inspection Fee	240.00	240.00	0	0.00	648,878.02	648,638.02
Total 450 Charges for Services	240.00	240.00	0	0.00	109,432,643.02	109,432,403.02
455 Use of Money and Property						
045100 Interest on Investments	0.00	0.00	0	0.00	50,000.04	50,000.04
045102 Net Income/Investors	0.00	0.00	0	0.00	3,000.00	3,000.00
Total 455 Use of Money and Property	0.00	0.00	0	0.00	53,000.04	53,000.04
475 Other Revenues						
049100 Miscellaneous Income	0.00	0.00	0	0.00	741.96	741.96
049151 Recycling Proceeds	12,558.00	12,558.00	52	0.00	24,000.00	11,442.00
049900 Recovery Of Prior Year Exp,	0.00	0.00	0	0.00	342.00	342.00
Total 475 Other Revenues	12,558.00	12,558.00	50	0.00	25,083.96	12,525.96
Total Revenue	13,038.00	13,038.00	0	0.00	109,610,727.02	109,597,689.02
Expense						

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Funds
 For the Period Ending 07/31/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered Balance
	Actual				Balance	Budget	Balance		
0204 Solid Waste Management Fund									
Expense									
500 Personnel Services									
051101 Full-Time Salaries	0.00	0.00	0.00	0	0.00	0.00	25,679,182.32	25,679,182.32	0.00
051102 Holiday Salary Full Time	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00
051103 Vacation Leave	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00
051105 Sick Leave	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00
051202 Overtime	0.00	0.00	0.00	0	0.00	0.00	3,022,733.00	3,022,733.00	0.00
051206 Out of Rank Pay	0.00	0.00	0.00	0	0.00	0.00	132,999.94	132,999.94	0.00
051208 Hazardous Duty Pay	0.00	0.00	0.00	0	0.00	0.00	16,999.96	16,999.96	0.00
051214 Shift Differential	0.00	0.00	0.00	0	0.00	0.00	6,600.00	6,600.00	0.00
051218 PTO Final Pay	0.00	0.00	0.00	0	0.00	0.00	232,000.08	232,000.08	0.00
051220 Required Special License P.	0.00	0.00	0.00	0	0.00	0.00	26,250.04	26,250.04	0.00
051302 Pension	0.00	0.00	0.00	0	0.00	0.00	295,682.02	295,682.02	0.00
051303 Supplemental Pension	0.00	0.00	0.00	0	0.00	0.00	437,927.94	437,927.94	0.00
051304 Social Security	0.00	0.00	0.00	0	0.00	0.00	1,311,850.00	1,311,850.00	0.00
051307 Pension ADC	0.00	0.00	0.00	0	0.00	0.00	47,505.12	47,505.12	0.00
051308 Group Life Insurance	0.00	0.00	0.00	0	0.00	0.00	62,074.49	62,074.49	0.00
051310 Unemployment	0.00	0.00	0.00	0	0.00	0.00	37,920.00	37,920.00	0.00
051311 Pension 401a Match	0.00	0.00	0.00	0	0.00	0.00	221,686.92	221,686.92	0.00
051314 Medicare	0.00	0.00	0.00	0	0.00	0.00	349,530.84	349,530.84	0.00
051315 Long Term Disability	0.00	0.00	0.00	0	0.00	0.00	69,137.44	69,137.44	0.00
051322 Health Insurance - Choice :	0.00	0.00	0.00	0	0.00	0.00	285,876.00	285,876.00	0.00
051326 Benefits Adjustments	0.00	0.00	0.00	0	0.00	0.00	75,000.00	75,000.00	0.00
051327 Health Insurance-Select Pl.	0.00	0.00	0.00	0	0.00	0.00	3,357,648.00	3,357,648.00	0.00
051402 Salaries - Part Time/Tempo:	0.00	0.00	0.00	0	0.00	0.00	1,200,000.08	1,200,000.08	0.00
051501 On the Job Injury	0.00	0.00	0.00	0	0.00	0.00	297,000.09	297,000.09	0.00
051602 Proposed ISL	0.00	0.00	0.00	0	0.00	0.00	11,666,619.96	11,666,619.96	0.00
051901 Attrition	0.00	0.00	0.00	0	0.00	0.00	(4,786,076.88)	(4,786,076.88)	0.00
051902 Bonus Pay	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00
Total 500 Personnel Services	0.00	0.00	0.00	0	0.00	0.00	44,046,147.36	44,046,147.36	0.00
505 Materials and Supplies									

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Funds
 For the Period Ending 07/31/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered Balance
	Actual				Balance	Budget			
0204 Solid Waste Management Fund									
Expense									
505 Materials and Supplies									
052102 City Hall Printing	0.00	0.00	0.00	0	0.00	0.00	22,999.96	22,999.96	22,999.96
052106 City Hall Postage	0.00	0.00	0.00	0	0.00	0.00	3,000.00	3,000.00	3,000.00
052108 Document Reproduction - Ci	0.00	0.00	0.00	0	0.00	0.00	10,000.04	10,000.04	10,000.04
052114 Facility Repair & Carpentr	0.00	0.00	0.00	0	0.00	0.00	598,999.92	598,999.92	598,999.92
052116 City Shop Charges	0.00	0.00	0.00	0	0.00	0.00	7,787,807.88	7,787,807.88	7,787,807.88
052124 City Shop Fuel	0.00	0.00	0.00	0	0.00	0.00	3,023,375.28	3,023,375.28	3,023,375.28
052202 Outside Computer Services	0.00	0.00	0.00	0	0.00	0.00	548,000.04	548,000.04	548,000.04
052204 City Computer Svc Equipmen	0.00	0.00	0.00	0	0.00	0.00	69,999.96	69,999.96	69,999.96
052208 Data/Word Process Software	0.00	0.00	0.00	0	0.00	0.00	55,653.96	55,653.96	55,653.96
052302 Printing - Outside	0.00	0.00	0.00	0	0.00	0.00	5,000.04	5,000.04	5,000.04
052304 Supplies - Outside	0.00	0.00	0.00	0	0.00	0.00	26,000.04	26,000.04	26,000.04
052308 Hand Tools	0.00	0.00	0.00	0	0.00	0.00	21,999.96	21,999.96	21,999.96
052310 Clothing	0.00	0.00	0.00	0	0.00	0.00	343,100.12	343,100.12	343,100.12
052312 Household Supplies	0.00	0.00	0.00	0	0.00	0.00	6,999.96	6,999.96	6,999.96
052316 Safety Equipment	0.00	0.00	0.00	0	0.00	0.00	21,999.96	21,999.96	21,999.96
052324 Outside Postage	0.00	0.00	0.00	0	0.00	0.00	9,999.96	9,999.96	9,999.96
052342 Materials and Supplies	8,229.99	8,229.99	8,229.99	6	0.00	0.00	135,568.05	135,568.05	127,338.06
052410 Outside Equipment Repair/M	9,058.25	9,058.25	9,058.25	3	(8,504.75)	0.00	263,999.50	263,999.50	263,446.00
052414 Maintenance Of Grounds	200.00	200.00	200.00	0	0.00	0.00	85,999.92	85,999.92	85,799.92
052498 Internal Repairs and Maint	0.00	0.00	0.00	0	0.00	0.00	25,000.00	25,000.00	25,000.00
052514 Outside Phone/Communicatio	0.00	0.00	0.00	0	0.00	0.00	166,346.04	166,346.04	166,346.04
052518 Janitorial Services	0.00	0.00	0.00	0	0.00	0.00	270,000.00	270,000.00	270,000.00
052520 Security	0.00	0.00	0.00	0	0.00	0.00	900,000.00	900,000.00	900,000.00
052526 Seminars/Training/Educatio	0.00	0.00	0.00	0	0.00	0.00	75,000.08	75,000.08	75,000.08
052528 Misc Professional Services	1,046.78	1,046.78	1,046.78	0	0.00	0.00	1,066,181.92	1,066,181.92	1,065,135.14
052610 Travel Expense	0.00	0.00	0.00	0	0.00	0.00	18,500.00	18,500.00	18,500.00
052730 Mileage	0.00	0.00	0.00	0	0.00	0.00	1,000.02	1,000.02	1,000.02
052810 Utilities	0.00	0.00	0.00	0	0.00	0.00	221,000.02	221,000.02	221,000.02
052910 Contribution to Education	0.00	0.00	0.00	0	0.00	0.00	285,000.00	285,000.00	285,000.00
052921 Claims	0.00	0.00	0.00	0	0.00	0.00	300,000.00	300,000.00	300,000.00
052923 Lawsuits	0.00	0.00	0.00	0	0.00	0.00	200,000.04	200,000.04	200,000.04

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Funds
 For the Period Ending 07/31/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance		Funding		Unencumbered Balance
	Actual				Balance	Budget	Budget		
0204 Solid Waste Management Fund									
Expense									
505 Materials and Supplies									
052930 Dues/Memberships/Periodica	0.00	0.00	0.00	0	0.00	0.00	7,500.00	7,500.00	7,500.00
052950 Misc Services and Charges	0.00	0.00	0.00	0	0.00	0.00	265,000.08	265,000.08	265,000.08
Total 505 Materials and Supplies	18,535.02	18,535.02	18,535.02	0	(8,504.75)	16,841,032.75		16,831,002.48	
510 Capital Outlay									
053108 Equipment	0.00	0.00	0.00	0	0.00	2,153,494.98		2,153,494.98	
Total 510 Capital Outlay	0.00	0.00	0.00	0	0.00	2,153,494.98		2,153,494.98	
550 Service Charges									
061137 Private Apartment Collect	106,541.68	106,541.68	106,541.68	3	(106,541.68)	3,963,730.56		3,963,730.56	
061138 Contract Disposal	1,305.58	1,305.58	1,305.58	0	(1,305.58)	12,166,887.21		12,166,887.21	
061140 Contract Collections	1,176,679.40	1,176,679.40	1,176,679.40	8	0.00	14,278,329.93		13,101,650.53	
061149 Professional Fees	0.00	0.00	0.00	0	0.00	740,000.04		740,000.04	
Total 550 Service Charges	1,284,526.66	1,284,526.66	1,284,526.66	4	(107,847.26)	31,148,947.74		29,972,268.34	
555 Transfers Out									
080111 Oper Tfr Out - General Fun	0.00	0.00	0.00	0	0.00	750,000.00		750,000.00	
080301 Oper Tfr Out - Debt Servic	0.00	0.00	0.00	0	0.00	1,762,903.01		1,762,903.01	
Total 555 Transfers Out	0.00	0.00	0.00	0	0.00	2,512,903.01		2,512,903.01	
599 Contributed to Fund Balance									
089999 Contribution To Unassigned	0.00	0.00	0.00	0	0.00	12,908,202.00		12,908,202.00	
Total 599 Contributed to Fund Balan	0.00	0.00	0.00	0	0.00	12,908,202.00		12,908,202.00	
Total Expense	1,303,061.68	1,303,061.68	1,303,061.68	1	(116,352.01)	109,610,727.84		108,424,018.17	

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Funds
 For the Period Ending 07/31/2024

Account	Current Month Actual	YTD Actual	YTD %	Encumbrance Balance	Funding Budget	Unencumbered Balance
---------	-------------------------	---------------	----------	------------------------	-------------------	-------------------------

0204 Solid Waste Management Fund

CITY OF MEMPHIS
 Appropriation Statement
 Categories within Funds
 For the Period Ending 07/31/2024

Account	Current Month		YTD Actual	% YTD	Encumbrance Balance	Funding Budget		Unencumbered Balance
	Actual							
Fund 0204 Summary:-								
Total Revenue	13,038.00		13,038.00	0	0.00	109,610,727.02		109,597,689.02
Total Expenditures	1,303,061.68		1,303,061.68	1	(116,352.01)	109,610,727.84		108,424,018.17
Net Income	(1,290,023.68)		(1,290,023.68)	0	116,352.01	(0.82)		1,173,670.85
Total Assets	(2,946,614.28)		4,392,058.57		0.00			
Total Begin Fund Balance	0.00		(1,019,396.08)		(116,352.01)	0.00		1,135,748.09
Total Liabilities	(1,656,590.60)		6,701,478.33		0.00			
Total Fund	0.00		0.00		0.00			
Total Ending Fund Balance	(1,290,023.68)		(2,309,419.76)		0.00	(0.82)		

P003



Memphis City Council Summary Sheet

1. Description of the Item (Resolution, Ordinance, etc.)

A resolution to Appropriate One Million Dollars (\$1,000,000.00) of the City of Memphis Division of Police Services CIP Project PD02016, New Mount Moriah Station

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

The Division of Police Services is the initiating party of this resolution.

3. State whether this is a change to an existing ordinance or resolution, if applicable.

There is no change to an existing ordinance or resolution.

4. State whether this will impact specific council districts or super districts.

This will impact all districts.

5. State whether this requires a new contract, or amends an existing contract, if applicable.

This resolution does not require a new contract, or amendments to existing contract(s).

6. State whether this requires an expenditure of funds/requires a budget amendment

The resolution does require an expenditure of funds.

7. If applicable, please list the MWBE goal and any additional information needed

N/A



P003

RESOLUTION

WHEREAS, A Resolution is needed to appropriate funds for the City of Memphis Division of Police Services CIP Project PD02016, New Mount Moriah Station totaling One Million Dollars; and

WHEREAS, Five Hundred Thousand (\$500,000.00) is the Unappropriated Allocations of Construction for Furniture Fixture Equipment and Five Hundred Thousand (\$500,000.00) is the Unappropriated Allocations of Construction for Information Technology; and

WHEREAS, It is necessary to appropriate \$1,000,000.00 for continuation of the project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the Fiscal Year 2025 Capital Improvement Budget be and is hereby amended by appropriating Five Hundred Thousand Dollars (\$500,000.00) of Construction to Furniture Fixture and Equipment and Five Hundred Thousand Dollars (\$500,000.00) of Construction to Information Technology by General Obligation Bonds for the New Mount Moriah Station, Project PD02016.

July 12, 2024

The Honorable Michalyn Easter-Thomas, Chairman
Personnel, Government Affairs, and Annexation Committee
City Hall - Room 514
Memphis, TN 38103

Dear Chairman Easter-Thomas:

Subject to Council approval, I hereby recommend that:

Shelly Rainwater

be appointed to the Memphis Landmarks Commission with a term expiration date of June 30, 2028.

I have attached biographical information.

Sincerely,



Paul A. Young
Mayor

PAY/sss

Enclosure
cc: Council Members

LANDMARKS COMMISSION**9 Member Board****5 Year Term****Oath of Office Required**

Grants or denies a certificate of appropriateness of applications for permits for construction, alteration, repair, rehabilitation, relocation or demolition of any building, structure or other improve to real estate situated within the 16 historic districts that have been established by the Memphis City Council. Empowered to request detailed construction plans and related data for thorough review of proposal. No construction, alteration, repair, etc. of any building, structure or other improvement to real property situated within a historic district or zone shall be performed without the issuance of a certificate of appropriateness.

		Term ends:
Joy Doss	F/B	08-31-24
Vacancy	F/B	06-30-23
Felicia Boyd	F/B	08-13-22
Michael Winter	M/W	10-31-26
Joyce Selena Love	F/Mr	07-24-25
Brown Gill	M/W	07-14-25
Mario Walker	M/B	07-14-25
Cyndy Grivich Tucker	F/W	08-31-24
Vacancy	F/B	05-26-23
Margot Payne	F/W	07-14-25

Update 062624

July 12, 2024

The Honorable Michalyn Easter-Thomas, Chairman
Personnel, Government Affairs, and Annexation Committee
City Hall - Room 514
Memphis, TN 38103

Dear Chairman Easter-Thomas:

Subject to Council approval, I hereby recommend that:

Lauren Tolbert

be appointed to the Memphis Landmarks Commission with a term expiration date of June 30, 2028.

I have attached biographical information.

Sincerely,



Paul A. Young
Mayor

PAY/sss

Enclosure

cc: Council Members

LANDMARKS COMMISSION**9 Member Board****5 Year Term****Oath of Office Required**

Grants or denies a certificate of appropriateness of applications for permits for construction, alteration, repair, rehabilitation, relocation or demolition of any building, structure or other improve to real estate situated within the 16 historic districts that have been established by the Memphis City Council. Empowered to request detailed construction plans and related data for thorough review of proposal. No construction, alteration, repair, etc. of any building, structure or other improvement to real property situated within a historic district or zone shall be performed without the issuance of a certificate of appropriateness.

Joy Doss	F/B	Term ends: 08-31-24
Vacancy	F/B	06-30-23
Felicia Boyd	F/B	08-13-22
Michael Winter	M/W	10-31-26
Joyce Selena Love	F/Mr	07-24-25
Brown Gill	M/W	07-14-25
Mario Walker	M/B	07-14-25
Cyndy Grivich Tucker	F/W	08-31-24
Vacancy	F/B	05-26-23
Margot Payne	F/W	07-14-25

Update 062624

July 12, 2024

The Honorable Michalyn Easter-Thomas, Chairman
Personnel, Government Affairs, and Annexation Committee
City Hall - Room 514
Memphis, TN 38103

Dear Chairman Easter-Thomas:

Subject to Council approval, I hereby recommend that:

Rebecca Conrad

be appointed to the be appointed to the Memphis & Shelby County Board of Adjustment with a term expiration date of December 31, 2026.

I have attached biographical information.

Sincerely,



Paul A. Young
Mayor

PAY/sss

Enclosure
cc: Council Members

MEMPHIS & SHELBY COUNTY BOARD OF ADJUSTMENT
8 Member Board
(4) City & (4) County
Oath of Office Required
3 Year Terms

Purpose:

The Memphis & Shelby County Board of Adjustment hears appeals from the administration of zoning laws adopted pursuant to the enabling legislation allowing the control of land uses.

		Term ends: :
Vacancy (City)	M/W	12-31-23
Vacancy (City)	F/B	12-31-23
Bruce, Kevin (City)	M/B	12-31-23
Rainey, Timothy (City)	M/W	12-31-23

Updated 062624

July 12, 2024

The Honorable Michalyn Easter-Thomas, Chairman
Personnel, Government Affairs, and Annexation Committee
City Hall - Room 514
Memphis, TN 38103

Dear Chairman Easter-Thomas:

Subject to Council approval, I hereby recommend that:

Gregory Love

be appointed to the be appointed to the Memphis & Shelby County Board of Adjustment with a term expiration date of December 31, 2026.

I have attached biographical information.

Sincerely,



Paul A. Young
Mayor

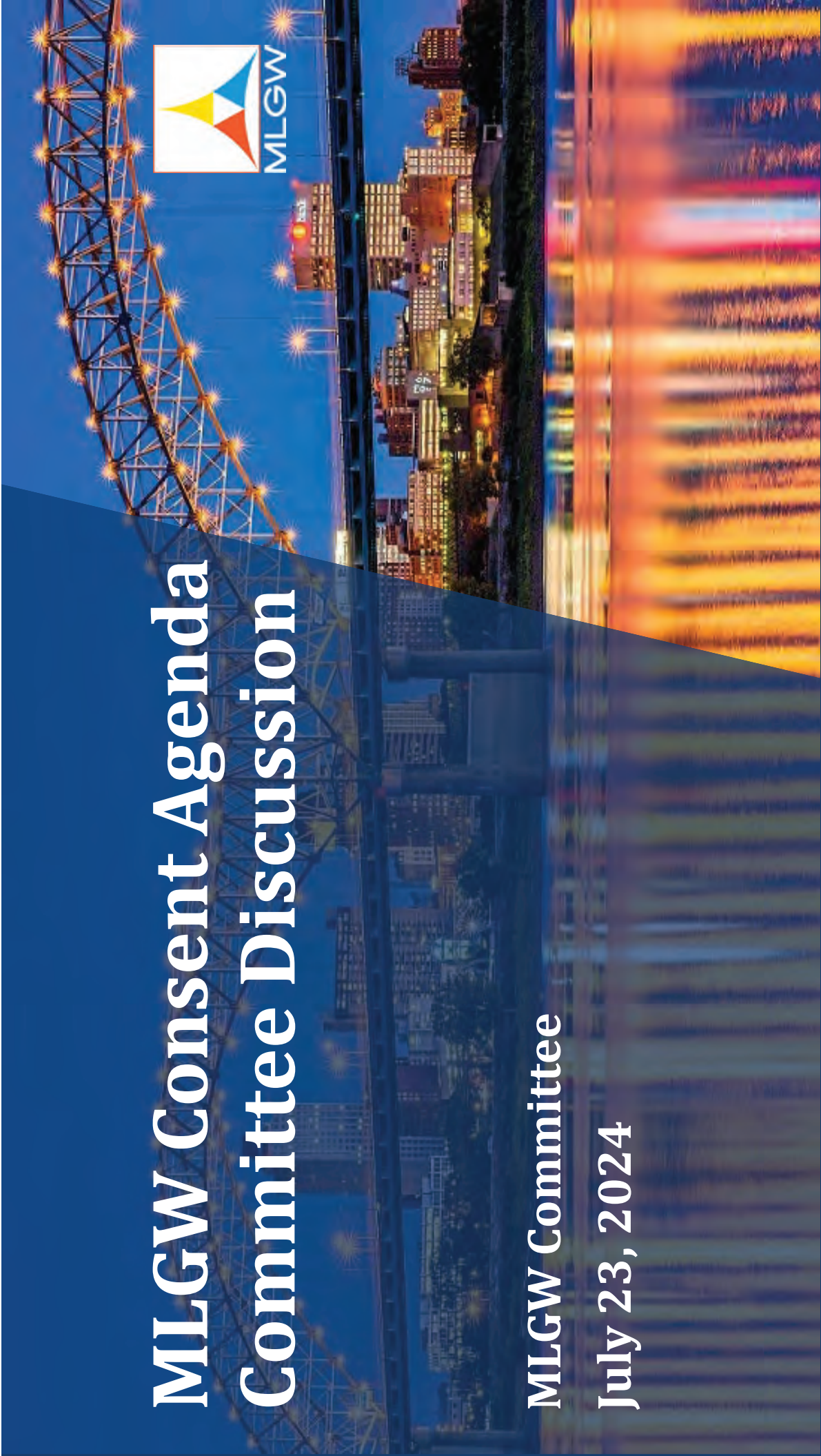
PAY/sss

Enclosure
cc: Council Members

MLGW Consent Agenda Committee Discussion

MLGW Committee

July 23, 2024



Items for July 23rd Agenda

Items approved by BOC on July 17th

1. Resolution awarding Contract No. 12480, Overhead Storage Tank Painting for Arlington Standpipe, Casper Creek, Cloverhaven, Gallagher, Palmer, and Redwood to G & L Tank Sandblasting and Coatings, LLC in the funded amount of \$2,344,410.00.
2. Resolution approving Change No. 2 to Contract No. 12240, Overhead Water Storage Tank Painting Inspections with Mid-South Tank Consultants to change the scope, extend the term and increase the current contract value in the funded not-to-exceed amount of \$511,300.00.
3. Resolution approving the issuance of and recommending to and requesting that the City Council issue and sell, through negotiated sale, not to exceed \$200,000,000 principal amount of, Electric System Revenue and Revenue Refunding Bonds, Series 2024, pursuant to the Electric System Revenue Obligations Master Resolution, adopted by the Board on June 20, 2002, and by the City Council on July 2, 2002, as amended and supplemented by the Tenth Supplemental Resolution.
4. Resolution approving Change No. 2 to Contract No. 12518 (formerly Contract No. C2499), Trend Micro Site Bundle with Unistar-Sparco Computers, Inc. to renew the contract in the funded amount of \$312,561.00.
5. Resolution awarding Contract No. 12522 (formerly Contract No. C2728), Solarwinds' Enterprise Hybrid Cloud Observability (HCO) and Supporting Modules to Insight Public Sector, Inc. in the funded amount of \$150,303.24.
6. Resolution ratifying the award of Contract No. 12521 (formerly Contract No. C2707), Serena Business Manager Maintenance to Visionary Integration Professionals, LLC in the funded amount of \$231,245.73.
7. Resolution approving an annual salary in the amount of \$171,000.00 for the position of Director of Safety. (SAME NIGHT MINUTES REQUESTED)

Items approved by BOC on June 19th

8. Resolution awarding Contract No. 12484, Water Filter System Upgrades to Grinder, Taber & Grinder, Inc. in the funded amount of \$44,599,588.63. (SAME NIGHT MINUTES REQUESTED)

Overhead Storage Tank Painting

- Funded amount: \$2,344,410.00
- Award Duration: 3 Years
- Type of Bid: Sealed Bid
- Awarded to: G & L Tank Sandblasting and Coatings, LLC.
- LSB/MWBE Goal Assigned/Committed: No supplier diversity goal assigned or committed.
- Plain Language Description: To furnish all required supervision, labor, materials, transportation, equipment, chemicals, and tools necessary for the preparation and application of coating for six (6) potable water storage tanks for Memphis Light Gas and Water, including a limited number of metal repairs/additions.
- Impact: The need exists because the Tennessee Department of Environmental and Conservation (TDEC) requires potable water systems to maintain elevated water storage tanks, which requires painting and any other necessary maintenance, to keep water at the highest possible quality.

Overhead Water Storage Tank Painting Inspections

- Funded amount: \$511,300.00
- Award Duration: Change No. 2 for 1 year
- Type of Bid: Sealed Bid
- Awarded to: Mid-South Tank Consultants
- LSB/MWBE Goal Assigned/Committed: No supplier diversity goal assigned or committed.
- Plain Language Description: The need exists to add additional funds for inspection services for the painting and repair of six additional overhead water storage tanks, including regulatory inspections and washouts.
- Impact: To extend the contract term for an additional year covering the period September 20, 2026, through September 19, 2027, to allow for the one (1) year anniversary inspections for tanks, which will be painted in 2026.

Electric System Revenue and Revenue Refunding Bonds, Series 2024, pursuant to the Electric System Revenue Obligations Master Resolution

- Proposed Bond Issue amount: \$200,000,000
- Type of Sale: Negotiated
- Plain Language Description: To issue approximately \$180,000,000 of new debt in support of MLGW's electric capital investments and refund approximately \$20,000,000 of outstanding Series 2014 Electric System bonds
- Impact: The need exists for new debt in order to fund MLGW's multi-year capital investments in the Electric Division. The refunding of the outstanding 2014 bonds will save approximately \$500,000 in the present value of debt service.

Trend Micro Site Bundle Renewal

- Funded amount: \$312,561.00
- Award Duration: Change No. 2 for 3 Year License Renewal
- Type of Bid: Sealed Bid
- Awarded to: Unistar-Sparco Computers, Inc.
- LSB/MWBE Goal Assigned/Committed: 100% MBE – Asian/Pacific American.
- Plain Language Description: The Trend Micro's functionality is to provide anti-virus and cybersecurity protection for MLGW's entire infrastructure and computing environment.
- Impact: The need exists for continued maintenance and support services for Trend Micro.

Solarwinds HCO and Supporting Modules

- Funded amount: \$150,303.24
- Award Duration: 12 Months with the option of 4 annual renewals
- Type of Bid: Sealed Bid
- Awarded to: Insight Public Sector, Inc
- LSB/MWBE Goal Assigned/Committed: No supplier diversity goal assigned or committed.
- Plain Language Description: This software is deployed in MLGW's Datacenter environment that helps MLGW to manage the network, servers, and our entire Information Technology Infrastructure.
- Impact: This software is utilized to quickly detect, diagnose, and resolve network/server performance problems and outages.

Serena Business Manager Maintenance

- Funded amount: \$231,245.73
- Award Duration: 36 Months
- Type of Bid: Sealed Bid
- Awarded to: Visionary Integration Professionals, LLC
- LSB/MWBE Goal Assigned/Committed: No supplier diversity goal assigned or committed.
- Plain Language Description: The need exists to provide an information-based technology management application to process and issue change requests, business processes and product development.
- Impact: This application enhances productivity of the IT Division.

Director of Safety

- Annual Salary Amount: \$171,000
- Position: Director of Safety
- Plain Language Description: The need exists to provide fill the existing Director of Safety Position at MLGW, vacated due to promotion of the incumbent. Per ordinance, MLGW is requesting that City Council approve the salary of \$171,000 for this position so that we may proceed with the hiring process.
 - For a company of our size and scope of work, the range of salary for a corporate safety director is \$184,000 to \$257,000 per year (including public and private sector)
 - Comparable recent hire range in Knoxville is \$170-180K
 - Survey of small and mid size utilities \$146-175k
- Impact: This position is responsible for all aspects of MLGW’s corporate safety program, including regulatory compliance, field training, and promoting a culture of safety. In addition to corporate safety, this position will be responsible for the ArcFlash program (industrial safety training program for employees working near high voltage electric equipment), which in most utilities has a separate program manager.

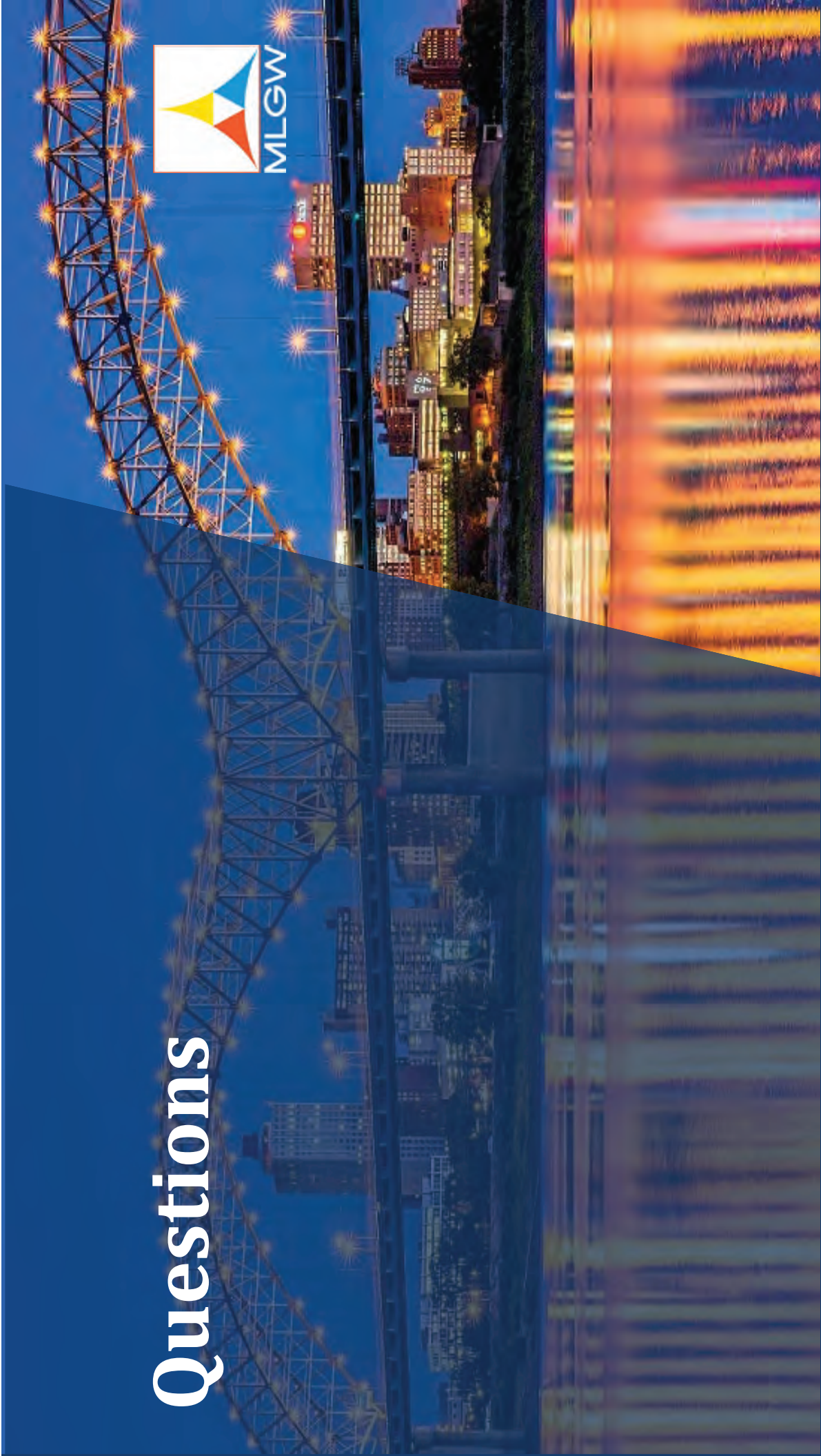
Water Filter System Upgrades

- Funded amount: \$44,599,588.63
- Award Duration: Twenty-Four Months
- Type of Bid: Sealed Bid
- Awarded to: Grinder, Taber & Grinder, Inc.
- LSB/MWBE Goal Assigned/Committed: 5% goal was set. Actual participation is 31.2% MBE (Black)
- Plain Language Description: To remove all the existing filter media, surface wash equipment, clay underdrains and wash water troughs, and install new underdrains, wash water troughs, air scour system and filter media at five (5) MLGW water pumping stations: 1) Mallory; 2) Davis; 3) Morton; 4) McCord; and 5) Shaw.
- Impact: The need exists to upgrade water treatment filters with new systems to add reliability and improve efficiency.

Supplier Diversity Summary

- First Quarter Supplier Diversity Jan Mar 2024
 - Total Spend: \$81M
 - Diversity Spend:
 - MBE: \$14,705,980 18%
 - WBE: \$6459,267 8%
 - LOSB (Non-MBE/WBE): \$7,459431 9%
 - Total: \$28,660,679 35%
- This consent agenda:
 - Total Spend on item #10: \$44,599,588.63
 - Supplier Diversity Spend:
 - MBE: \$ 13.25M, 31.2% (AA)

Questions



Filter Upgrades – Assessment & Recommendation

Assessment	Evaluate	Recommend
Analyze the performance of select filters at each pumping station.	Evaluate the conditions of filter media and bed expansion during the backwash process.	Provide recommendations for future operation maintenance for filters or improvements to backwash strategy.



To assess each pump station the following methods were used:

- Physical & Backwash Observations
- Media Analysis
- Sludge Retention
- Bed Expansion & Rise Rate

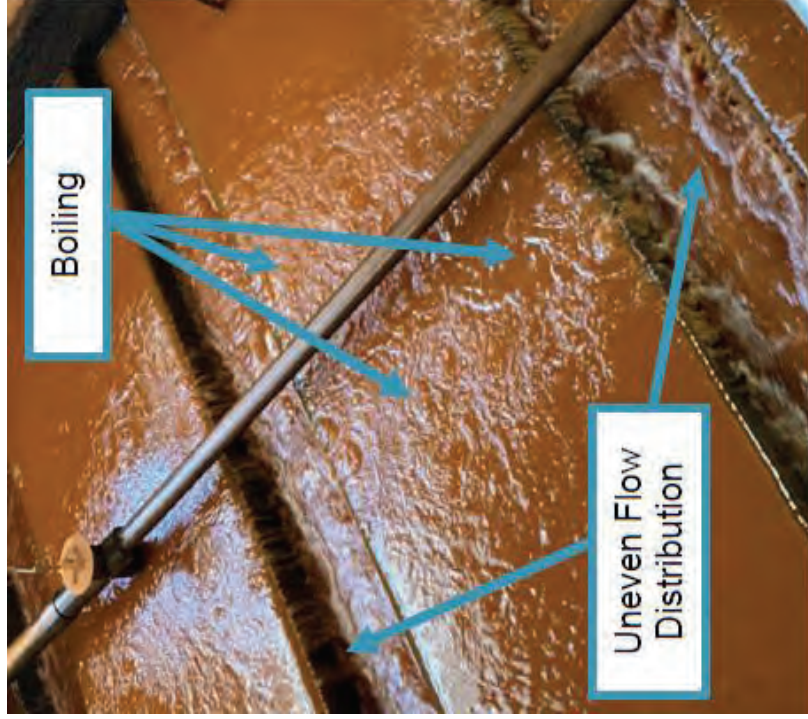
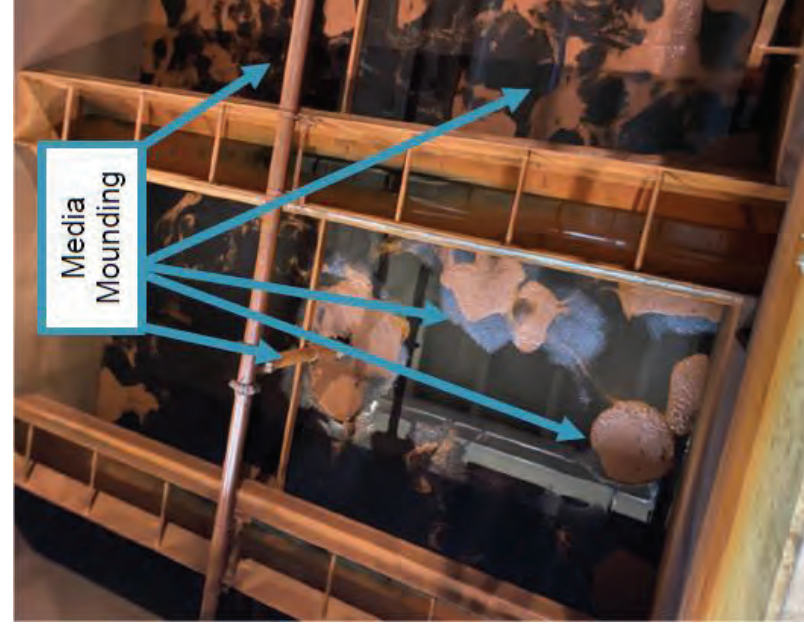
Assessment & Evaluation Results



Drained Filter



Assessment & Evaluation Results



The summary of the filter evaluation included:

1. All experienced issues during backwashing.
2. Filter media showed signs of degradation and iron/calcium carbonate build-up.
3. The backwashing process appeared inadequate in terms of removing sludge from the filter media.

PS	Rehabilitate Troughs	Add Media	Replace Media	Modify Backwash Operations / Upgrade Backwash System	Underdrain Replacement
Allen	Yes – repair liner	No	Yes	Yes	Yes
Mallory	No	No	Yes	Yes	Yes
Shaw	Yes – repair leaks at structural bracing, repair liner	No	Yes	Yes	Yes
Sheahan	Yes – repair liner	No	Yes	Yes	Yes
Lichterman	Yes – repair trough	No	No	Yes	Yes
Palmer	Yes – repair leaks and wall penetrations	Yes	No	Yes	Yes
McCord	Yes – repair liner and leaks at surface wash penetrations and wall connections	No	Yes	Yes	Yes
Morton	Yes – repair leaks	No	Yes	Yes	Yes
Davis	Yes – repair leaks	No	Yes	Yes	Yes

Filter System Recommendations

Rehabilitate troughs,
repair or replace with
new

Filter Media, add
additional or replace
all with new

Modify backwash
process for efficiency

Complete upgrade of
filter system:
Underdrains, Troughs,
BW system, Air Scour.

Filter Rehabilitation Project

5 Stations chosen – Top 5 deemed critical from assessment.

Complete upgrade of filter system to occur:

- New Underdrain
- New Media Retention Troughs
- New Media
- Addition of air scour system

Filter System Recommendations

	Estimate	Class 2 Low	Class 2 High
Mallory (Plastic)	\$ 15,930,137.40	\$ 13,540,616.79	\$ 20,709,178.62
Mallory (SST)	\$ 17,466,824.18	\$ 14,846,800.56	\$ 22,706,871.44
Morton (Plastic)	\$ 6,414,710.32	\$ 6,414,710.32	\$ 8,339,123.42
Morton (SST)	\$ 6,759,234.41	\$ 5,745,349.24	\$ 8,787,004.73
Shaw (Plastic)	\$ 6,414,710.32	\$ 5,452,503.77	\$ 8,339,123.42
Shaw (SST)	\$ 6,759,234.41	\$ 5,745,349.24	\$ 8,787,004.73
McCord (Plastic)	\$ 5,949,876.24	\$ 5,057,394.80	\$ 7,734,839.11
McCord (SST)	\$ 6,696,345.09	\$ 5,691,893.32	\$ 8,705,248.61
Davis (Plastic)	\$ 5,579,312.80	\$ 4,742,415.88	\$ 7,253,106.64
Davis (SST)	\$ 5,815,947.18	\$ 4,943,555.10	\$ 7,560,731.33
Total (Plastic)	\$ 40,288,747.08	\$ 35,207,641.56	\$ 52,375,371.20
Total (SST)	\$ 43,497,585.26	\$ 36,972,947.47	\$ 56,546,860.83

Opinion of Construction Costs (OPCC) was provided by the consultant. It provides best costs analysis for a low, average and high dollar amount.

Memphis City Council Summary Sheet for MLGW Items

1. Description of the Item

Resolution approving the issuance of, and recommending to and requesting that the City Council issue and sell, through negotiated sale, not to exceed \$200,000,000 principal amount of, Electric System Revenue and Revenue Refunding Bonds, Series 2024, pursuant to the Electric System Revenue Obligations Master Resolution, adopted by the Board on June 20, 2002 and by the City Council on July 2, 2002, as amended and supplemented by the Tenth Supplemental Resolution.

2. Additional Information

The proposed debt issuances comprise an issue of new debt of approximately \$180,000,000 in support of MLGW's electric capital investments and a refunding of approximately \$20,000,000 of outstanding Series 2014 Electric System bonds. The refunding of the outstanding 2014 bonds will save approximately \$500,000 in the present value of debt service. Various documents in support of this resolution are also attached.

EXCERPT
from
MINUTES OF MEETING
of
BOARD OF LIGHT, GAS AND WATER COMMISSIONERS
CITY OF MEMPHIS
held
July 17, 2024

The Secretary-Treasurer recommended that the Board approve the issuance of, and recommend to and request that the City Council issue and sell, through negotiated sale, not to exceed \$200,000,000 principal amount of Electric System Revenue and Revenue Refunding Bonds, Series 2024 (the "Series 2024 Bonds"), pursuant to the Electric System Revenue Obligations Master Resolution, adopted by the Board on June 20, 2002, and by the City Council on July 2, 2002, as amended and supplemented to date (the "Master Resolution"), and as further supplemented by the Tenth Supplemental Resolution, captioned as follows, in substantially the form attached to this resolution as Exhibit "A" (the "Supplemental Resolution"):

TENTH SUPPLEMENTAL RESOLUTION SUPPLEMENTING THE ELECTRIC SYSTEM REVENUE OBLIGATIONS MASTER RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED TWO HUNDRED MILLION DOLLARS (\$200,000,000) PRINCIPAL AMOUNT OF ELECTRIC SYSTEM REVENUE AND REVENUE REFUNDING BONDS, SERIES 2024; ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; APPROVING THE SALE THEREOF BY NEGOTIATION; AUTHORIZING THE PREPARATION AND EXECUTION OF A BOND PURCHASE AGREEMENT AND PAYING AGENT AGREEMENT; AUTHORIZING THE PREPARATION, EXECUTION AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND A FINAL OFFICIAL STATEMENT; AUTHORIZING THE PREPARATION AND EXECUTION OF AN ESCROW AGREEMENT; APPOINTING A BOND REGISTRAR, PAYING AGENT AND ESCROW AGENT; AND AUTHORIZING OFFICERS OF THE CITY AND THE DIVISION TO TAKE ALL NECESSARY STEPS TO ACCOMPLISH THE ISSUANCE, SALE AND DELIVERY OF THE BONDS.

NOW THEREFORE, BE IT RESOLVED, THAT, the Board of Light, Gas & Water Commissioners hereby approves the issuance of the Series 2024 Bonds, adopts the

Supplemental Resolution and recommends the forms, terms and conditions set forth therein to the Council of the City of Memphis for adoption, and to the extent required by the City's Charter and applicable law, requests that the City Council approve, issue and sell the Series 2024 Bonds.

BE, IT FURTHER RESOLVED THAT, the President and Secretary-Treasurer are hereby authorized to enter into, execute and/or deliver, and to recommend to the City Council for adoption, any clarifying amendments to the Master Resolution, or any amendments to the Master Resolution requested by any nationally recognized credit agencies that are providing ratings for the Series 2024 Bonds, and the President and Secretary-Treasurer are hereby authorized to enter into, execute and deliver the Bond Purchase Agreement, substantially in the form attached to this Resolution with such changes as they, in their discretion with the advice of Counsel, deem necessary and appropriate, and to prepare, execute and distribute the Preliminary Official Statement and the Official Statement described in the Supplemental Resolution, and to enter into such other agreements and documents and take such other actions as they in their discretion, deem to be necessary and appropriate in order to consummate the transactions contemplated hereby.

I hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Light, Gas and Water Commissioners at a regular - ~~special~~ meeting held on 17th day of July, 2024, at which a quorum was present.

SVP, CFO & CAO Secretary - Treasurer

TENTH SUPPLEMENTAL RESOLUTION

**TENTH SUPPLEMENTAL RESOLUTION SUPPLEMENTING THE
ELECTRIC SYSTEM REVENUE OBLIGATIONS MASTER
RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF NOT TO
EXCEED TWO HUNDRED MILLION DOLLARS (\$200,000,000)
PRINCIPAL AMOUNT OF ELECTRIC SYSTEM REVENUE AND
REVENUE REFUNDING BONDS, SERIES 2024**

Exhibits A through C Omitted for the purpose discussion of this item by Council members in committee. Reference is hereby made to the complete copy of the resolution with Exhibits A through C attached that has been made a part of the City Council's Official record for this item and provided to each Council member electronically.

TENTH SUPPLEMENTAL RESOLUTION

TENTH SUPPLEMENTAL RESOLUTION SUPPLEMENTING THE ELECTRIC SYSTEM REVENUE OBLIGATIONS MASTER RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF NOT TO EXCEED TWO HUNDRED MILLION DOLLARS (\$200,000,000) PRINCIPAL AMOUNT OF ELECTRIC SYSTEM REVENUE AND REVENUE REFUNDING BONDS, SERIES 2024; ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; APPROVING THE SALE THEREOF BY NEGOTIATION; AUTHORIZING THE PREPARATION AND EXECUTION OF A BOND PURCHASE AGREEMENT AND PAYING AGENT AGREEMENT; AUTHORIZING THE PREPARATION, EXECUTION AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND A FINAL OFFICIAL STATEMENT; AUTHORIZING THE PREPARATION AND EXECUTION OF AN ESCROW AGREEMENT; APPOINTING A BOND REGISTRAR, PAYING AGENT AND ESCROW AGENT; AND AUTHORIZING OFFICERS OF THE CITY AND THE DIVISION TO TAKE ALL NECESSARY STEPS TO ACCOMPLISH THE ISSUANCE, SALE AND DELIVERY OF THE BONDS

WHEREAS, the City Council (the "Council") of the City of Memphis, Tennessee (the "City"), by resolution adopted on July 2, 2002, and the Board of Light, Gas and Water Commissioners (the "Board") of the Memphis Light, Gas and Water Division (the "Division"), by resolution adopted on June 20, 2002 (the "Master Resolution"), authorized electric system revenue obligations to finance the construction, extension, improvements and equipping of the electric system and facilities of the City operated by the Division (collectively, the "System", as more fully defined in the Master Resolution), and to refinance certain outstanding obligations of the City the proceeds of which were used to finance the construction, extension, improvements, and equipping of the System and/or refinance certain outstanding obligations of the City issued to finance improvements to the System; and

WHEREAS, the City has previously issued pursuant to the Master Resolution, as supplemented by a First Supplemental Resolution adopted by the City on July 2, 2002, and by the Division on June 20, 2002, Forty-One Million Six Hundred Twenty-Five Thousand Dollars (\$41,625,000) aggregate principal amount of its Electric System Revenue Refunding Bonds, Series 2002 (the "Series 2002 Bonds"), which such Series 2002 Bonds are no longer outstanding, to currently refund certain obligations of the City; and

WHEREAS, the Master Resolution has been amended by the First Supplemental Amending Resolution Relating to Master Electric Resolution, adopted by the City on October 21, 2003, and by the Division on October 16, 2003 (the "First Supplemental Amending Resolution"); and

WHEREAS, the City has previously issued pursuant to the Master Resolution, as supplemented by a Second Supplemental Resolution adopted by the City on October 21, 2003, and by the Division on October 16, 2003, One Billion Three Hundred Ninety-Two Million One Hundred Seventy Thousand Dollars (\$1,392,170,000) aggregate principal amount of its Electric System Subordinate Revenue Bonds, Series 2003A (the "Series 2003A Bonds"), and its Electric System Subordinate Revenue Bonds, Series 2003B (Auction Rate Securities) (the "Series 2003B Bonds," and the Series 2003A Bonds and the Series 2003B Bonds are also sometimes collectively referred to as the "Series 2003 Bonds"), which such Series 2003A Bonds are no longer outstanding

and such Series 2003B Bonds have been refunded as described below; the Series 2003 Bonds were issued to prepay for capacity costs that entitled the Division to purchase electricity from the Tennessee Valley Authority (“TVA”) for a period of fifteen years pursuant to an agreement among the City, the Division and TVA; and

WHEREAS, the City has previously issued pursuant to the Master Resolution, as supplemented by a Third Supplemental Resolution adopted by the City on June 3, 2008, and by the Division on May 1, 2008, Ninety-Six Million Nine Hundred Thirty Thousand Dollars (\$96,930,000) aggregate principal amount of its Electric System Subordinate Revenue Refunding Bonds, Series 2008 (the “Series 2008 Bonds”), which such Series 2008 Bonds are no longer outstanding, for the purpose of refunding the Series 2003B Bonds in their entirety; and

WHEREAS, the City has previously issued pursuant to the Master Resolution, as supplemented by a Fourth Supplemental Resolution adopted by the City on November 3, 2009, ratified and re-adopted by the City on December 1, 2009, and adopted by the Division on October 15, 2009, Four Hundred Sixty Million Fifty Thousand Dollars (\$460,050,000) aggregate principal amount of its Electric System Subordinate Revenue Refunding Bonds, Series 2010 (the “Series 2010 Bonds”), which such Series 2010 Bonds are no longer outstanding, for the purpose of refunding a portion of the Series 2003A Bonds; and

WHEREAS, the City has previously issued pursuant to the Master Resolution, as supplemented by a Fifth Supplemental Resolution adopted by the City on April 15, 2014, and adopted by the Division on April 8, 2014, Seventy-One Million Dollars (\$71,000,000) aggregate principal amount of its Electric System Revenue Bonds, Series 2014 (the “Series 2014 Bonds”), which such Series 2014 Bonds are currently outstanding in the principal amount of \$22,445,000, for the purpose of financing the Costs of acquisition, expansion and/or improvements to the System; and

WHEREAS, the City has previously issued pursuant to the Master Resolution, as supplemented by a Sixth Supplemental Resolution adopted by the City on July 5, 2016, and adopted by the Division on June 1, 2016, Forty Million Dollars (\$40,000,000) aggregate principal amount of its Electric System Revenue Bonds, Series 2016 (the “Series 2016 Bonds”), which such Series 2016 Bonds are currently outstanding in the principal amount of \$29,950,000, for the purpose of financing the Costs of acquisition, expansion and/or improvements to the System; and

WHEREAS, the City has previously issued pursuant to the Master Resolution, as supplemented by a Seventh Supplemental Resolution adopted by the City on August 22, 2017, and adopted by the Division on July 19, 2017, Ninety Million Dollars (\$90,000,000) aggregate principal amount of its Electric System Revenue Bonds, Series 2017 (the “Series 2017 Bonds”), which such Series 2017 Bonds are currently outstanding in the principal amount of \$71,005,000, for the purpose of financing the Costs of acquisition, expansion and/or improvements to the System; and

WHEREAS, the City has previously issued pursuant to the Master Resolution, as supplemented by an Eighth Supplemental Resolution adopted by the City on July 21, 2020, and adopted by the Division on June 30, 2020, One Hundred Forty-Eight Million Dollars (\$148,000,000) aggregate principal amount of its Electric System Revenue Bonds, Series 2020A (the “Series 2020A Bonds”), which such Series 2020A Bonds are currently outstanding in the principal amount of \$140,195,000, for the purpose of financing the Costs of acquisition, expansion and/or improvements to the System; and

WHEREAS, the City has previously issued pursuant to the Master Resolution, as supplemented by a Ninth Supplemental Resolution adopted by the City on July 21, 2020, and adopted by the Division on June 30, 2020, Twenty-Nine Million Ten Thousand Dollars (\$29,000,000) aggregate principal amount of its Electric System Revenue Refunding Bonds, Series 2020B (Federally Taxable) (the “Series 2020B Bonds”), which such Series 2020B Bonds are currently outstanding in the principal amount of \$27,655,000, for the purpose of advance refunding a portion of the Series 2014 Bonds; and

WHEREAS, the Master Resolution requires that any supplemental resolution providing for the issuance of Revenue Obligations pursuant thereto specify certain matters with respect to such Revenue Obligations; and

WHEREAS, the Board has recommended to and requested that the Council issue pursuant to the Master Resolution, as supplemented by this Tenth Supplemental Resolution, not to exceed Two Hundred Million Dollars (\$200,000,000) in principal amount of Electric System Revenue and Revenue Refunding Bonds, Series 2024 (the “Series 2024 Bonds”), to finance the Costs of acquisition, expansion and/or improvements to the System, including the reimbursement of certain of such Costs incurred prior to the issuance of the Series 2024 Bonds (the “Series 2024 Project”), to current refund all or a part of the Outstanding Series 2014 Bonds (the “Refunded Series 2014 Bonds”), and to pay the costs of issuance and sale of the Series 2024 Bonds; and

WHEREAS, the issuance of the Series 2024 Bonds to finance the Series 2024 Project and to refund the Refunded Series 2014 Bonds, which will result in a debt service savings to the City, shall be accomplished in compliance with the Division’s Debt Management Policy; and

WHEREAS, the principal of and interest on the Series 2024 Bonds shall be payable solely from and be secured by a pledge of the Pledged Revenues (as defined in the Master Resolution) consisting of a Senior Lien on the General Revenues and the funds and accounts established for the Series 2024 Bonds which is on a parity and equality of lien with respect to such Pledged Revenues with any Outstanding Senior Lien Revenue Obligations and any additional Senior Lien Revenue Obligations hereafter issued and senior in lien and right of payment to any Outstanding Subordinate Lien Obligations or any Subordinate Lien Obligations issued in the future; and

WHEREAS, as of the date hereof, the Outstanding Series 2014 Bonds, the Outstanding Series 2016 Bonds, the Outstanding Series 2017 Bonds, the Outstanding Series 2020A Bonds and the Outstanding Series 2020B Bonds are the only Outstanding Revenue Obligations under the Resolution, and each of the Outstanding Series 2014 Bonds, the Outstanding Series 2016 Bonds, the Outstanding Series 2017 Bonds, the Outstanding Series 2020A Bonds and the Outstanding Series 2020B Bonds constitute Senior Lien Revenue Obligations under the Resolution; and

WHEREAS, for the purposes of authorizing the current refunding of all or a portion of the Series 2014 Bonds and the issuance and negotiated sale of the Series 2024 Bonds, the pledging of the Pledged Revenues for the payment of the principal of and interest on the Series 2024 Bonds, the preparation, execution and delivery of a bond purchase agreement, bond registrar and paying agent agreement and escrow agreement, the preparation, execution and distribution of a preliminary and final official statement, the appointment of a paying agent, bond registrar and escrow agent, and authorizing the execution of such documents and certificates as shall be necessary to consummate the sale and delivery of the Series 2024 Bonds, the Council of the City of Memphis, Tennessee, adopts this Tenth Supplemental Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MEMPHIS, TENNESSEE AS FOLLOWS:

**ARTICLE I
DEFINITIONS AND FINDINGS**

SECTION 1.01 Tenth Supplemental Resolution; Definitions.

This Tenth Supplemental Resolution is adopted pursuant to and in accordance with Section 2.01 of the Master Resolution. The definitions in the Master Resolution and all terms, covenants, restrictions and provisions of the Master Resolution shall be applicable to the Series 2024 Bonds authorized by this Tenth Supplemental Resolution and the proceeds thereof, except as otherwise expressly provided herein. The Master Resolution, as previously supplemented and as amended by the First Supplemental Amending Resolution and as supplemented by this Tenth Supplemental Resolution (hereinafter sometimes referred to collectively as the “Resolution”), shall be read, taken and construed as one and the same instrument. All terms as defined in the Master Resolution shall have the same meaning herein, unless the context otherwise indicates.

SECTION 1.02 Special Definitions.

Except as provided by this Tenth Supplemental Resolution, all terms which are defined in Section 1.01 of the Master Resolution, as amended by the First Supplemental Amending Resolution, shall have the same meanings, respectively, in this Tenth Supplemental Resolution as such terms are given in said Section 1.01 of the Master Resolution. As used in this Tenth Supplemental Resolution, the following words and phrases shall have the meanings hereinafter set forth unless the context shall clearly indicate that another meaning is intended.

“**Beneficial Owner**” has the meaning specified in Section 2.01(i) hereof.

“**Bond Purchase Agreement**” means a Bond Purchase Agreement, dated as of the sale of the Series 2024 Bonds, entered into by and among the City, the Division and the Underwriters, in the form of the document attached hereto and incorporated herein by reference as Exhibit A, subject to such changes therein as shall be permitted by Section 4.01 hereof.

“**Bond Registrar**” means Regions Bank, Nashville, Tennessee, appointed as Bond Registrar for the Series 2024 Bonds under Section 2.01(d) hereof and approved under Section 4.01(d) hereof, or any successor designated by the Council.

“**Bond Series Certificate**” means the certificate executed and delivered by the Mayor of the City and the President or Secretary-Treasurer of the Division, fixing terms, conditions and other details of the Series 2024 Bonds, including the terms and conditions for redemption of the Series 2024 Bonds, if any, and the refunding of the Refunded Series 2014 Bonds, all within the parameters established under this Tenth Supplemental Resolution.

“**Book-Entry Form**” or “**Book-Entry System**” means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and “immobilized” in the custody of such Depository, and under which records maintained by persons, other than the City or the Bond Registrar/Paying Agent, constitute the record that identifies and records the transfer of, the beneficial “book-entry” interests in those bonds.

“Co-Bond Counsel” means The Wade Law Firm, PLLC, Bass, Berry & Sims PLC or any other attorney at law or a firm of attorneys, designated by the City, of nationally recognized standing in matters pertaining to the excludability from gross income for federal income tax purposes of interest on bonds issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America.

“Code” means the Internal Revenue Code of 1986, as amended and any regulations thereunder.

“Defaulted Interest” has the meaning specified in Section 2.01(f) hereof.

“Depository” means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC.

“Division” means the Board of Light, Gas and Water Commissioners operating the Memphis Light, Gas and Water Division of the City, established pursuant to Private Acts of Tennessee, 1939, Chapter 381, as amended, and any board, body, agency or instrumentality of the City which shall hereafter succeed to the powers, duties and functions of said Board.

“DTC” means The Depository Trust Company, New York, New York, or its nominee, or its successors and assigns, or any other depository performing similar functions under the Resolution.

“DTC Participant(s)” means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System.

“Escrow Agent” means the Regions Bank, Nashville, Tennessee, or any successor appointed pursuant to Section 4.04(a) hereof.

“Escrow Agreement” shall mean the Escrow Agreement, dated as of the date of the Series 2024 Bonds, to be entered into by and between the City and the Escrow Agent, in the form of the document attached hereto and incorporated herein by this reference as Exhibit B, subject to such changes therein as shall be permitted by Section 4.04 hereof.

“First Supplemental Amending Resolution” has the meaning assigned to such term in the recitals to this Tenth Supplemental Resolution.

“Interest Payment Date” means the first day of June and December of each year the Series 2024 Bonds are outstanding, commencing December 1, 2024, or such other dates as shall be established pursuant to Section 4.01 hereof.

“Master Resolution” means the Electric System Revenue Obligations Master Resolution adopted by the City on July 2, 2002, and by the Board on June 20, 2002, as amended from time to time, authorizing the issuance of electric system revenue obligations pursuant to supplemental resolutions.

“Paying Agent Agreement” shall mean the Bond Registrar and Paying Agent Agreement dated as of the date of the Series 2024 Bonds, to be entered into by and between the City and the Bond Registrar/Paying Agent.

“Paying Agent” means Regions Bank, Nashville, Tennessee, appointed as Paying Agent for the Series 2024 Bonds under Section 2.01(d) hereof and approved under Section 4.01(d) hereof, or any successor designated by the Council.

“President” means the President and CEO of the Division.

“Principal Payment Date” means, with respect to the Series 2024 Bonds, the first day of December in the years 2025 through and including 2054, or on such other dates as shall be established pursuant to Section 4.01 hereof.

“Record Date” means with respect to the Series 2024 Bonds, the fifteenth (15th) day of the month preceding each Interest Payment Date, whether or not such date is a business day.

“Refunded Series 2014 Bonds” has the meaning assigned to such term in the recitals to this Tenth Supplemental Resolution.

“Rule 15c2-12” has the meaning specified in Section 4.04 hereof.

“Secretary-Treasurer” means the Senior Vice President, Chief Financial Officer and Chief Administrative Officer of the Division.

“Series 2024 Bonds” means not to exceed \$200,000,000 Electric System Revenue and Revenue Refunding Bonds, Series 2024, of the City, to be dated the date of issuance, or such other date and series designation shall be established pursuant to Section 4.01 hereof.

“Series 2024 Project” has the meaning assigned to such term in the recitals to this Tenth Supplemental Resolution.

“Special Record Date” has the meaning specified in Section 2.01(f) hereof.

“Tenth Supplemental Resolution” means this resolution adopted by the Council supplementing the Master Resolution and authorizing the issuance of the Series 2024 Bonds.

“Underwriter(s)” means Raymond James & Associates, Inc., Memphis, Tennessee and any other underwriters selected pursuant to Section 4.01 hereof.

SECTION 1.03 Findings of the Council. It is hereby found and determined by the Council as follows:

The refunding of all or a portion of the Series 2014 Bonds as set forth herein through the issuance of the Series 2024 Bonds is expected to result in the reduction in debt service payable by the City on the Refunded Series 2014 Bonds thereby effecting a cost savings to the public; and

It is advantageous for the City to issue the Series 2024 Bonds and to use the proceeds thereof, along with other funds of the Division described herein, (a) to finance the Costs of the Series 2024 Project, (b) to make a deposit with the Bond Registrar/Paying Agent/Escrow Agent pursuant to the terms of this Resolution and the Bond Series Certificate, which, together with investment income thereon, will be sufficient to pay principal of, premium, if any, and interest on the Refunded Series 2014 Bonds and (c) to pay the costs of issuance and sale of the Series 2024 Bonds.

ARTICLE II
AUTHORIZATION AND TERMS OF SERIES 2024 BONDS

SECTION 2.01 Authorization and Terms of the Series 2024 Bonds.

(a) Pursuant to the provisions of Chapter 34, Title 7, Tennessee Code Annotated, the Charter of the City and the Master Resolution, and for the purpose of providing funds to finance the Costs of the Series 2024 Project, to current refund all or a portion of the Outstanding Series 2014 Bonds and to pay the costs incident to the issuance and sale of the Series 2024 Bonds, as more fully set forth in Section 4.01 hereof, there are hereby authorized to be issued electric system revenue and revenue refunding bonds of the City in the aggregate principal amount of not to exceed \$200,000,000. The Series 2024 Bonds shall be issued as Senior Lien Revenue Obligations under the Master Resolution and are entitled to the benefit, protection and security of the provisions of the Master Resolution in the manner provided herein. The Series 2024 Bonds shall be issued under the Master Resolution in fully registered, book-entry-only form, without coupons, shall be known as “Electric System Revenue and Revenue Refunding Bonds, Series 2024”, or such other appropriate designation as may be determined by the Mayor and the President or Secretary-Treasurer of the Division pursuant to Section 4.01 hereof, and shall be dated the date of issuance, or such other dated date as may be determined by the Mayor and the President or Secretary-Treasurer of the Division pursuant to Section 4.01 hereof and shall be lettered 24R and numbered from one (1) consecutively upwards. The rate or rates on the Series 2024 Bonds shall not exceed five and one-half percent (5.50%) per annum. Subject to the adjustments permitted pursuant to Section 4.01 hereof, interest on the Series 2024 Bonds shall be payable semi-annually on each Interest Payment Date, commencing December 1, 2024. The Series 2024 Bonds shall be issued in \$5,000 denominations or integral multiples thereof, as shall be requested by the Underwriters, and shall mature on each Principal Payment Date commencing December 1, 2025, and ending not later than December 1, 2054 (with each such date being subject to the adjustments permitted pursuant to Section 4.01 hereof), in such amounts and at such rates as shall be established in the Bond Series Certificate.

(b) The Debt Service Reserve Requirement, if any, for the Series 2024 Bonds shall be determined by the Mayor and the President or Secretary-Treasurer to the extent not inconsistent with this Resolution.

(c) The Series 2024 Bonds may contain such optional or mandatory redemption provisions, if any, as may be determined by the Mayor and the President or Secretary-Treasurer of the Division pursuant to Section 4.01 hereof. Any notice of redemption of Series 2024 Bonds shall be given by the Bond Registrar on behalf of the Division by mailing a copy of an official redemption notice by first class mail at least 20 days and not more than 60 days prior to the date fixed for redemption to the registered owner of the Series 2024 Bonds to be redeemed, and any such notice of redemption shall otherwise comply with Article III of the Master Resolution.

(d) The Bond Registrar/Paying Agent is hereby appointed and is hereby authorized and directed to maintain the Bond Register with respect to the Series 2024 Bonds, to authenticate and deliver the Series 2024 Bonds as provided herein and in the Master Resolution, either at original issuance or upon transfer, to effect transfers of the Series 2024 Bonds, to make all payments of principal and interest with respect to the Series 2024 Bonds as provided herein, to

cancel and destroy Series 2024 Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the City at least annually a certificate of destruction with respect to Series 2024 Bonds canceled and destroyed, and to furnish the City at least annually an audit confirmation of Series 2024 Bonds paid, Series 2024 Bonds outstanding and payments made with respect to interest on the Series 2024 Bonds. The President of the Division is hereby authorized to execute and the Secretary-Treasurer is hereby authorized to attest such written agreement between the City and the Bond Registrar/Paying Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Bond Registrar/Paying Agent. The payment of all reasonable fees and expenses of the Bond Registrar/Paying Agent by the Division for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(e) The Series 2024 Bonds shall be payable, principal and interest, in lawful money of the United States of America at the principal corporate trust office of the Paying Agent as provided in the Master Resolution. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

(f) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any Interest Payment Date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the City to the persons in whose names the Series 2024 Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the City shall notify the Bond Registrar/Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the City shall deposit with the Bond Registrar/Paying Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Bond Registrar/Paying Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Bond Registrar/Paying Agent of the notice of the proposed payment, the Bond Registrar/Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest, which Date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered owners. The Bond Registrar/Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Bond Registrar/Paying Agent as of the date of such notice. Nothing contained in this Section or in the Series 2024 Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the City to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Series 2024 Bonds when due.

(g) The Series 2024 Bonds may be transferred and exchanged as provided in the Master Resolution; provided, however, the Bond Registrar/Paying Agent shall not be required

to transfer or exchange any Bond during the period commencing on a Record Date or Special Record Date and ending on the corresponding Interest Payment Date of such Bond. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the City nor the Bond Registrar/Paying Agent shall be affected by any notice to the contrary whether or not any payments due on the Series 2024 Bonds shall be overdue.

(h) The Series 2024 Bonds shall be executed as provided in Section 2.03 of the Master Resolution.

(i) Except as otherwise provided in this Tenth Supplemental Resolution, the Series 2024 Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Series 2024 Bonds. References in this Section to a Series 2024 Bond or the Series 2024 Bonds shall be construed to mean the Series 2024 Bond or the Series 2024 Bonds that are held under the Book-Entry System. One Series 2024 Bond for each maturity shall be issued to DTC and immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Series 2024 Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Series 2024 Bonds. Beneficial ownership interests in the Series 2024 Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Series 2024 Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Series 2024 Bonds. Transfers of ownership interests in the Series 2024 Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE SERIES 2024 BONDS, THE BOND REGISTRAR/PAYING AGENT SHALL TREAT CEDE & CO., AS THE ONLY HOLDER OF THE SERIES 2024 BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF AND INTEREST ON THE SERIES 2024 BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE BOND REGISTRAR/PAYING AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal and interest with respect to the Series 2024 Bonds, so long as DTC is the only owner of the Series 2024 Bonds, shall be paid by the Bond Registrar/Paying Agent directly to DTC or its nominee, Cede & Co., as provided in the Letter of Representation relating to the Series 2024 Bonds from the City and the Bond Registrar/Paying Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The City and the Bond Registrar/Paying Agent shall not be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Series 2024 Bonds or (2) the City determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Series 2024 Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Series 2024 Bonds, the City shall discontinue the Book-Entry System with DTC. If the City fails to identify another qualified securities depository to replace DTC, the City shall cause the Bond Registrar/Paying Agent to authenticate and deliver replacement Series 2024 Bonds in the form of fully registered Series 2024 Bonds to each Beneficial Owner in accordance with the Master Resolution.

THE CITY, THE DIVISION AND THE BOND REGISTRAR/PAYING AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE SERIES 2024 BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE SERIES 2024 BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS; (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE SERIES 2024 BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

(j) The Bond Registrar/Paying Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Series 2024 Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Series 2024 Bonds, utilization of electronic book-entry data received from DTC in place of actual delivery of Series 2024 Bonds and provision of notices with respect to Series 2024 Bonds registered by DTC (or any of its designees identified to the Bond Registrar/Paying Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Series 2024 Bonds, provided, however, that the Bond Registrar/Paying Agent shall not be liable with respect to any such arrangements it may make pursuant to this section.

(k) The Bond Registrar/Paying Agent is hereby authorized to authenticate and deliver the Series 2024 Bonds to the Underwriters, as the original purchaser, upon receipt by the Division, on behalf of the City, of the proceeds of the sale thereof and to authenticate and deliver Series 2024 Bonds in exchange for Series 2024 Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Series 2024 Bonds shall not be valid for any purpose unless authenticated by the Bond Registrar/Paying Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

SECTION 2.02 Security and Source of Payment. The Series 2024 Bonds are payable solely from and secured by a pledge of the Pledged Revenues as provided in the Master Resolution, consisting of a Senior Lien on the General Revenues and the funds and accounts established for the Series 2024 Bonds, which is on a parity and equality of lien with respect to such

Pledged Revenues with any Outstanding Senior Lien Revenue Obligations and any additional Senior Lien Revenue Obligations hereafter issued, and such lien is senior in lien and right of payment to any Outstanding Subordinate Lien Obligations or any Subordinate Lien Obligations issued in the future. As set forth in the Master Resolution, the City has no obligation to levy any taxes to pay the Series 2024 Bonds, and therefore the owners of the Series 2024 Bonds shall have no recourse to the power of taxation of the City. The punctual payment of principal of, premium, if any, and interest on the Series 2024 Bonds and any Additional Obligations hereafter issued as Senior Lien Revenue Obligations under the Master Resolution shall be secured equally and ratably by said Pledged Revenues without priority by reason of series, number or time of sale and delivery. The City has covenanted that it will fix and impose such rates and charges for the services rendered by the System and will collect and account for sufficient revenues to pay promptly the principal of, premium, if any, and interest on Revenue Obligations issued under the Master Resolution, including the Series 2024 Bonds and any bonds hereafter issued on a parity with the Series 2024 Bonds, as each payment becomes due. For a more complete statement of the general covenants and provisions pursuant to which the Series 2024 Bonds are issued, reference is hereby made to said Resolution.

[Remainder of page intentionally left blank]

**ARTICLE III
FORM OF SERIES 2024 BONDS**

The Series 2024 Bonds shall be in substantially the following form, the omissions to be appropriately completed when the Series 2024 Bonds are prepared and delivered:

(Form of Face of Bond)

AS PROVIDED IN THE RESOLUTION REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE RESOLUTION, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISION OF THE RESOLUTION TO THE CONTRARY, THIS BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO A NOMINEE OF DTC, OR BY A NOMINEE OF DTC TO DTC OR A NOMINEE OF DTC, OR BY DTC OR A NOMINEE OF DTC TO ANY SUCCESSOR SECURITIES DEPOSITORY OR ANY NOMINEE THEREOF.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE BOND REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE PAYING AGENT FOR PAYMENT OF PRINCIPAL OR REDEMPTION PRICE, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREFOR IS REGISTERED IN THE NAME OF DTC OR ITS NOMINEE OR SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, CEDE & CO., AS NOMINEE OF DTC, HAS AN INTEREST HEREIN.

REGISTERED	REGISTERED
Number 24R-_____	\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF SHELBY
CITY OF MEMPHIS

ELECTRIC SYSTEM REVENUE AND REVENUE REFUNDING BOND, SERIES 2024

Interest Rate: Maturity Date: Date of Bond: CUSIP No.

Registered Owner: CEDE & CO.

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS: That the City of Memphis, a municipal corporation lawfully organized and existing in Shelby County, Tennessee (the “City”), for value received hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth, and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date, said interest being payable on December 1, 2024, and semi-annually thereafter on the first day of June and December in each year until this Series 2024 Bond matures. Both principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal corporate trust office of Regions Bank, Nashville, Tennessee, as registration agent and paying agent (the “Bond Registrar/Paying Agent”). The Bond Registrar/Paying Agent shall make all interest payments with respect to this Series 2024 Bond on each interest payment date directly to the registered owner hereof shown on the Series 2024 Bond registration records maintained by the Bond Registrar/Paying Agent as of the close of business on the fifteenth (15th) day of the month next preceding the interest payment date (the “Record Date”) by check or draft mailed to such owner at such owner’s address shown on said Series 2024 Bond registration records, without, except for final payment, the presentation or surrender of this Series 2024 Bond, and all such payments shall discharge the obligations of the City to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Series 2024 Bond is registered at the close of business on the date (the “Special Record Date”) for payment of such defaulted interest to be fixed by the Bond Registrar/Paying Agent, notice of which shall be given to the owners of the Series 2024 Bonds of the issue of which this Series 2024 Bond is one not more than fifteen (15) nor less than ten (10) days prior to such Special Record Date. Payment of principal of this Series 2024 Bond shall be made when due upon presentation and surrender of this Series 2024 Bond to the Bond Registrar/Paying Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Series 2024 Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”), which will act as securities depository for the Series 2024 Bonds of the series of which this Series 2024 Bond is one. One Series 2024 Bond for each maturity of the Series 2024 Bonds shall be issued to DTC and immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Series 2024 Bonds in \$5,000 authorized denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Series 2024 Bonds, the City and the Bond Registrar/Paying Agent shall treat Cede & Co., as the only owner of the Series 2024 Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of and interest on the Series 2024 Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, premium, if any, and interest with respect to the Series 2024 Bonds, so long as DTC is the only owner of the Series 2024 Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither

the City nor the Bond Registrar/Paying Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Series 2024 Bonds or (2) the City determines that the continuation of the book-entry system of evidence and transfer of ownership of the Series 2024 Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Series 2024 Bonds, the City may discontinue the book-entry system with DTC. If the City fails to identify another qualified securities depository to replace DTC, the City shall cause the Bond Registrar/Paying Agent to authenticate and deliver replacement Series 2024 Bonds in the form of fully registered Series 2024 Bonds to each Beneficial Owner. Neither the City nor the Bond Registrar/Paying Agent shall have any responsibility or obligations to any DTC Participant or any Beneficial Owner with respect to (i) the Series 2024 Bonds; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Series 2024 Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners; (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Series 2024 Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

[Series 2024 Bonds of the issue of which this Series 2024 Bond is one maturing _____ through _____ shall mature without the option of prior redemption. Series 2024 Bonds of the issue of which this Series 2024 Bond is one maturing _____ (or portions thereof in installments of \$5,000) and thereafter shall be subject to redemption at the option of the City, at the direction of the Board of Commissioners of the Memphis Light, Gas and Water Division (the "Division"), in whole or in part on _____, any by lot within a maturity (if less than a full maturity is to be redeemed), and at any time thereafter at a price of par plus interest accrued to the redemption date.]

OR, [The Series 2024 Bonds shall not be subject to redemption prior to maturity].

Notice of any redemption of Series 2024 Bonds shall either (i) explicitly state that the proposed redemption is conditioned on there being on deposit in the applicable fund or account on the redemption date sufficient money to pay the full redemption price of the Series 2024 Bonds to be redeemed, or (ii) be sent only if sufficient money to pay the full redemption price of the Series 2024 Bonds to be redeemed is on deposit in the applicable funds or account.

IF TERM BONDS ARE ISSUED, THE FOLLOWING PROVISIONS SHALL BE INCLUDED:

[The City, at the direction of the Division, shall redeem Series 2024 Bonds maturing _____ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Series 2024 Bonds of which this Series 2024 Bond is one, or such Person as shall then be serving as the securities depository for the Series 2024 Bonds, shall determine the interest of each DTC Participant in the Series 2024 Bonds to be redeemed using its procedures generally in use at that time. If DTC, or another securities depository is no longer serving as securities depository for the Series 2024 Bonds, the Series 2024 Bonds to be redeemed

within a maturity shall be selected by the Bond Registrar by lot or such other random manner as the Bond Registrar in its discretion shall select. The dates of redemption and principal amount of Series 2024 Bonds to be redeemed on said dates are as follows:

<u>Stated</u> <u>Maturity</u>	<u>Redemption</u> <u>Date</u>	<u>Principal Amount of Series 2024</u> <u>Bonds Redeemed</u>
----------------------------------	----------------------------------	---

***Final Maturity**

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the City, at the direction of the Division, may (i) deliver to the Bond Registrar for cancellation Series 2024 Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Series 2024 Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Bond Registrar and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Series 2024 Bond so delivered or previously purchased or redeemed shall be credited by the Bond Registrar at 100% of the principal amount thereof on the obligation of the City on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Series 2024 Bond to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The City, at the direction of the Division, shall on or before the forty-fifth (45th) day next preceding each payment furnish the Bond Registrar with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of call for redemption shall be given by the Bond Registrar on behalf of the Division by mailing a copy of an official redemption notice by first class mail at least twenty (20) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owners of the Series 2024 Bonds to be redeemed at the addresses shown on the Bond Register. As long as DTC, or a successor Depository, is the registered owner of the Series 2024 Bonds, all redemption notices shall be mailed by the Bond Registrar to DTC, or such successor Depository, as the registered owner of the Series 2024 Bonds, as and when above provided, and none of the City, the Division nor the Bond Registrar shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Series 2024 Bonds called for redemption shall cease to bear interest if funds are available at the office of the Bond Registrar for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined.

This Series 2024 Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar/Paying Agent set forth above, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Series 2024 Bond. Upon such transfer, a new Series 2024 Bond or Series 2024 Bonds of authorized denominations of the same maturity and interest rate for the same aggregate

principal amount will be issued to the transferee in exchange therefor. The person in whose name this Series 2024 Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the City nor the Bond Registrar/Paying Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Series 2024 Bonds, upon surrender to the Bond Registrar/Paying Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Series 2024 Bonds of the same maturity in any authorized denomination or denominations, upon the terms set forth in the Resolution. The Bond Registrar/Paying Agent shall not be required to transfer or exchange any Series 2024 Bond during the period commencing on a Record Date or Special Record Date and ending on the corresponding interest payment date of such Series 2024 Bond.

This Series 2024 Bond is one of a total authorized issue aggregating \$ _____ and issued by the City for the purpose of providing funds to finance the Costs of acquisition, expansion and/or improvements to the System, to current refund the City's Electric System Revenue Bonds, Series 2014, dated June 3, 2014, and maturing December 1 of 20__ through December 1 of 20__, and to pay costs of issuance to the Series 2024 Bonds, under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 7-34-101 *et seq.*, and Sections 9-21-101, *et seq.*, Tennessee Code Annotated, and pursuant to the Master Resolution duly adopted by the City Council of the City on the 2nd day of July, 2002, as amended and supplemented from time to time and in particular as supplemented by the Tenth Supplemental Resolution duly adopted by the City Council of the City on the [] day of [], 2024 (collectively, the "Resolution").

This Series 2024 Bond and the interest thereon is payable solely from and secured by a pledge of the Pledged Revenues (as defined in the Master Resolution) as provided in the Master Resolution, consisting of a Senior Lien on the General Revenues and the funds and accounts established for the Series 2024 Bonds, which is on a parity and equality of lien with respect to such Pledged Revenues with any Outstanding Senior Lien Revenue Obligations and any additional Senior Lien Revenue Obligations hereafter issued, and such lien is senior in lien and right of payment to any Outstanding Subordinate Lien Obligations or any Subordinate Lien Obligations issued in the future. As set forth in the Master Resolution, the City has no obligation to levy any taxes to pay the Series 2024 Bonds, and therefore the owners of the Series 2024 Bonds shall have no recourse to the power of taxation of the City. The Series 2024 Bonds do not constitute a debt of the City or the Division. The punctual payment of principal premium, if any, and interest on the Series 2024 Bonds and any Additional Obligations hereafter issued as Senior Lien Revenue Obligations under the Master Resolution shall be secured equally and ratably by said Pledged Revenues without priority by reason of series, number or time of sale and delivery. The City has covenanted that it will fix and impose such rates and charges for the services rendered by the System and will collect and account for sufficient revenues to pay promptly the principal of, premium, if any, and interest on Revenue Obligations issued under the Master Resolution. For a more complete statement of the security for the Series 2024 Bonds, the rate covenant referenced in the previous sentence and the general covenants and provisions pursuant to which this Series 2024 Bond is issued, reference is hereby made to the Resolution.

This Series 2024 Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) inheritance, transfer and estate taxes, (b) Tennessee excise taxes on interest on the Series 2024 Bond during the period the Series 2024 Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general

partnership, doing business in the State of Tennessee, and (c) Tennessee franchise taxes by reason of the inclusion of the book value of the Series 2024 Bond in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee. This Series 2024 Bond shall not be entitled to any benefit under the Resolution, or be valid or become obligatory for any purpose until this bond shall have been authenticated by the execution by the Bond Registrar of the Bond Registrar's Certificate of Authentication hereon. It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Series 2024 Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Series 2024 Bond, together with all other indebtedness of the City, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the City has caused this Series 2024 Bond to be signed by its Mayor with his manual or facsimile signature and attested by its Comptroller with her manual or facsimile signature under an impression or facsimile of the corporate seal of the City, all as of the date hereinabove set forth.

CITY OF MEMPHIS, TENNESSEE

BY: _____

Mayor

(SEAL)

ATTESTED:

Comptroller

Transferable and payable at the principal corporate trust office of:

Date of Registration: _____

This Series 2024 Bond is one of the issue of Series 2024 Bonds issued pursuant to the Resolution hereinabove described.

REGIONS BANK, Bond Registrar/Paying Agent

By: _____

Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto _____, whose address is _____ (Please insert Federal Identification or Social Security Number of Assignee _____), the within Series 2024 Bond of the City of Memphis, Tennessee, and does hereby irrevocably constitute and appoint _____ attorney, to transfer the said Series 2024 Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Series 2024 Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by a Member firm of a Medallion Program acceptable to the Bond Registrar/Paying Agent.

[Remainder of page intentionally left blank]

ARTICLE IV
SALE OF SERIES 2024 BONDS, APPROVAL OF OFFICIAL STATEMENT,
PROVISIONS RELATING TO REFUNDING AND REDEMPTION OF REFUNDED
SERIES 2014 BONDS, ESTABLISHMENT OF ACCOUNTS

SECTION 4.01 Sale of Series 2024 Bonds.

(a) The Series 2024 Bonds shall be sold by the Mayor and the President or Secretary-Treasurer of the Division to the Underwriters through a negotiated sale at a price of not less than 97% of the par value of the Series 2024 Bonds actually issued, plus accrued interest, as shall be determined by the Mayor and the President or Secretary-Treasurer of the Division. The sale of the Series 2024 Bonds by the Mayor shall be binding on the City, and no further action of the Council or the Division with respect thereto shall be required.

(b) To facilitate the sale of the Series 2024 Bonds in a manner that is in the best interest of the City and the Division and results in the greatest financial benefit for the City, the Mayor and the President or Secretary-Treasurer of the Division are authorized to establish the following with respect to the Series 2024 Bonds pursuant to the Bond Series Certificate: (1) to designate the maturities of the Series 2014 Bonds to be refunded so long as it will maximize the financial objectives of the City and the Division; (2) to change the dated date of the Series 2024 Bonds to a date other than the date of issuance; (3) to change the series designation of the Series 2024 Bonds; (4) to adjust principal and interest payment dates of the Series 2024 Bonds so long as the final maturity dates are not later than December 1, 2054; (5) to decrease the total amount of Series 2024 Bonds authorized to be issued herein; (6) to establish the price at which the Series 2024 Bonds are sold to the Underwriters within the parameters of Section 4.01(a) above; (7) to establish the interest rates for the Series 2024 Bonds, so long as the rate or rates do not exceed five and one-half percent (5.50%) per annum; (8) to establish the principal amounts of the Series 2024 Bonds maturing in each year, provided that the total projected debt service costs on the portion of the Series 2024 Bonds allocable to the refunding of the Refunded Series 2014 Bonds calculated to maturity at their stated rate(s) does not exceed the total projected debt service costs on the Refunded Series 2014 Bonds calculated from the dated date of the Series 2024 Bonds to maturity of the Refunded Series 2014 Bonds; (9) to establish such optional and mandatory redemption provisions as may be necessary to maximize the financing objectives of the Division; (10) to designate a portion of the Series 2024 Bonds as term bonds with mandatory redemption provisions established in the Bond Series Certificate; (11) to determine the redemption dates for the Refunded Series 2014 Bonds and the maturity dates for permitted investments in which the proceeds of the sale of the Series 2024 Bonds shall be invested pending redemption of the Refunded Series 2014 Bonds; and (12) to establish the Debt Service Reserve Requirement for the Series 2024 Bonds; provided that the Debt Service Reserve Requirement may be \$-0-. The Mayor and the President or Secretary-Treasurer of the Division are further authorized to cause all or a portion of the Series 2024 Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company to achieve the purposes set forth herein and to enter into agreements with the insurance company with respect to the Series 2024 Bonds to the extent not inconsistent with the Resolution.

(c) The Mayor is hereby authorized to execute and accept, and the President or Secretary-Treasurer of the Division to acknowledge, a Bond Purchase Agreement with the

Underwriters, providing for the purchase and sale of the Series 2024 Bonds. The Mayor and the President or Secretary-Treasurer of the Division have previously been authorized to select the Underwriter or Underwriters with whom the City will negotiate the purchase and sale of the Series 2024 Bonds. The Bond Purchase Agreement shall be in substantially the form attached hereto as Exhibit A with such changes, insertions and omissions as may be approved by the Mayor and the President or Secretary-Treasurer of the Division upon advice and counsel of the Division's General Counsel and Co-Bond Counsel, which such changes, insertions and omissions are in all respects approved, provided the Bond Purchase Agreement accomplishes the sale of the Series 2024 Bonds in accordance with the provisions of the Resolution, and is not inconsistent with the terms of the Resolution.

(d) The Mayor and the President or Secretary-Treasurer of the Division are authorized to engage and employ such firms and professionals that they deem necessary to consummate the transactions contemplated herein and to negotiate engagements with all of said firms at rates and amounts prevailing in the municipal bond industry for the work to be performed by such firms. The appointment of Regions Bank, Nashville, Tennessee, to serve as the Bond Registrar/Paying Agent under this Tenth Supplemental Resolution is hereby approved. The Mayor, the President and the Secretary-Treasurer of the Division are hereby authorized, empowered and directed to execute and deliver agreements with the Bond Registrar/Paying Agent in the name and on behalf of the City and the Division, including the Paying Agent Agreement, and shall be authorized to modify the terms and conditions of the Paying Agent Agreement as they shall determine to be necessary or appropriate.

(e) The Mayor and the Comptroller of the City, or either of them, are authorized to cause the Series 2024 Bonds to be authenticated and delivered by the Bond Registrar/Paying Agent to the Underwriters and to execute, publish, and deliver all certificates and documents, including a preliminary official statement, an official statement and closing certificates, as they shall deem necessary in connection with the issuance, sale and delivery of the Series 2024 Bonds.

SECTION 4.02 Establishment of Accounts.

(a) A Series 2024 Bonds Senior Lien Revenue Interest Subaccount (the "Interest Subaccount") is hereby established within the Interest Account of the Electric System Sinking Fund which is established pursuant to Section 4.02(b)(1) of the Master Resolution. On or before each Interest Payment Date, the Division shall deposit to the Interest Subaccount an amount which, together with any other monies already on deposit therein and available to make such payment, is not less than the interest coming due on the Series 2024 Bonds and any other Senior Lien Revenue Obligations payable from the Interest Subaccount on such Interest Payment Date.

(b) A Series 2024 Bonds Senior Lien Revenue Principal Subaccount (the "Principal Subaccount") is hereby established within the Principal Account of the Electric System Sinking Fund which is established pursuant to Section 4.02(b)(4) of the Master Resolution. On or before each Principal Payment Date, the Division shall deposit in the Principal Subaccount an amount which, together with any other monies already on deposit therein and available to make such payment, is not less than the principal coming due on the Series 2024 Bonds and any other Senior Lien Revenue Obligations payable from such Principal Subaccount on such Principal Payment Date.

(c) A Series 2024 Bonds Proceeds Account (the “Series 2024 Bonds Proceeds Account”) is hereby established within the Electric System Project Fund which is established pursuant to Section 4.02(e) of the Master Resolution. The Division shall pay into the Series 2024 Bond Proceeds Account the amount of the proceeds as designated in Section 4.03(d) of this Tenth Supplemental Resolution. Said proceeds shall be applied in the manner and for the purposes specified in the Resolution to the Costs of Series 2024 Project. Money in the Series 2024 Bonds Proceeds Account not required for immediate disbursement may be invested and reinvested pursuant to the provisions of the Resolution at the direction of the Division and at the Division’s risk subject to the limitations in the Resolution and to the requirements of Section 4.01 hereof.

(d) There shall be established under the Escrow Agreement a special account of the Division to be known as the “City of Memphis, Tennessee, Electric System Revenue and Revenue Refunding Bonds, Series 2024, Escrow Fund” (the “Escrow Fund”), which shall be held in trust and administered by the Escrow Agent pursuant to the terms and conditions of the Escrow Agreement, and shall be drawn upon for the sole purpose of paying the principal of, premium, if any, and interest on the Refunded Series 2014 Bonds. Moneys in the Escrow Fund not required for immediate disbursement for the purposes for which the Escrow Fund is created shall, at the direction of the Division, be invested by the Escrow Agent as permitted under the Escrow Agreement

(e) If the Mayor and the President or the Secretary-Treasurer of the Division determine that the Debt Service Reserve Requirement for the Series 2024 Bonds will be greater than \$-0-, a Series 2024 Bonds Debt Service Reserve Subaccount (the “Reserve Subaccount”) shall be established within the Debt Service Reserve Account of the Electric System Sinking Fund.

SECTION 4.03 Disposition of Bond Proceeds.

The proceeds of the sale of the Series 2024 Bonds shall be applied by the City and the Division as follows:

(a) all accrued interest, if any, shall be deposited to the Interest Subaccount to be used to pay interest on the Series 2024 Bonds on the first Interest Payment Date following delivery of the Series 2024 Bonds;

(b) such amounts as may be requested by the President or Secretary-Treasurer of the Division for the payment of the costs of issuance of the Series 2024 Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, bond insurance premium, if any, administrative and clerical costs, rating agency fees, Bond Registrar/Paying Agent/Escrow Agent fees, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Series 2024 Bonds, shall be applied for such purposes at the direction of the Division; and

(c) for purposes of providing for the payment of the principal of, premium, if any, and interest on the Refunded Series 2014 Bonds, there shall be a deposit made by the Division into the Escrow Fund in an amount which, together with other available funds of the Division, if any, and investment earnings thereon, if any, will be sufficient to pay principal of, premium, if any, and interest on the Refunded Series 2014 Bonds to their redemption, maturity or payment dates, as applicable.

(d) an amount equal to the Debt Service Reserve Requirement for the Series 2024 Bonds, if determined to be greater than \$-0-, shall be deposited in the Reserve Subaccount; and

(e) the remainder of the proceeds of the sale of the Series 2024 Bonds shall be deposited by the Division in the Series 2024 Bonds Proceeds Account and applied to the Costs of the Series 2024 Project or to reimburse the Division for Costs of the Series 2024 Project incurred prior to the issuance of the Series 2024 Bonds, which such reimbursement shall comply with Federal tax law requirements.

SECTION 4.04 Appointment of Escrow Agent; Escrow Agreement; Authorization of Purchase of Securities; Redemption of Refunded Series 2014 Bonds.

(a) Regions Bank, Nashville, Tennessee, is hereby appointed initial Escrow Agent for the Series 2024 Bonds.

(b) For the purpose of providing for the payment of principal of and premium, if any, and interest on the Refunded Series 2014 Bonds, there is hereby authorized to be executed and delivered on behalf of the City and the Division an Escrow Agreement (the "Escrow Agreement") with the Escrow Agent to be used by the Escrow Agent to purchase the investments; provided, however, that the yield on such investments shall be determined in such manner that none of the Refunded Series 2014 Bonds will be an "arbitrage bond" within the meaning of Section 148(a) of the Code. The form of the Escrow Agreement attached hereto as Exhibit B is hereby in all respects approved, and the Mayor and the President or Secretary-Treasurer of the Division are hereby authorized to execute and the Comptroller to attest the Escrow Agreement on behalf of the City and the Division in substantially the form thereof, with such changes, insertions and omissions as may be approved by the Mayor and the President or Secretary-Treasurer of the Division, upon the advice of counsel (including the Division's General Counsel and Co-Bond Counsel) and the Division's Financial Advisors, including the directions as to the investment and reinvestment of funds or directions to enter into such investment contracts as shall be advantageous to the City and the Division, the execution thereof by any of them to constitute conclusive evidence of the approval of all such changes. The Escrow Agent is hereby authorized and directed to hold and administer all funds deposited in trust for the payment, when due, of principal of and premium and interest on the Refunded Series 2014 Bonds and to exercise such duties as set forth in the Escrow Agreement.

(c) The President and Secretary-Treasurer of the Division, or either of them, are hereby authorized and directed to take all steps necessary to redeem the Refunded Series 2014 Bonds within 90 days of the date of issuance of the Series 2024 Bonds. Notice of the City's intention to current refund the Refunded Series 2014 Bonds shall be given, at the direction of the President or Secretary-Treasurer of the Division, by the paying agent of the Refunded Series 2014 Bonds, via first-class mail to the respective registered owners of the Refunded Series 2014 Bonds. Such notice shall be substantially in the form required by applicable law. Notwithstanding the foregoing, a notice of refunding shall not be given for any Refunded Series 2014 Bond if, at or prior to the issuance of the Series 2024 Bonds, a notice of redemption shall have been given for said Refunded Series 2014 Bond. The President and Secretary-Treasurer of the Division, or either of them, are hereby authorized to give notice of redemption of the Refunded Series 2014 Bonds or

to authorize delivery of notice of redemption of the Refunded Series 2014 Bonds in accordance with the Resolution.

SECTION 4.05 Official Statement.

The Mayor and the President or Secretary-Treasurer of the Division, or either of them, working with the Underwriters, are hereby authorized and directed to provide for the preparation and distribution, electronic or otherwise, of a Preliminary Official Statement describing the Series 2024 Bonds, substantially in the form of the document attached hereto and incorporated herein by this reference as Exhibit C, with such changes, insertions and omissions as may be approved by the Mayor and the President or Secretary-Treasurer of the Division. After the Series 2024 Bonds have been sold, the Mayor and the President or Secretary-Treasurer of the Division, or either of them, shall cause to be made such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this Tenth Supplemental Resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12 (“Rule 15c2-12”) of the Securities and Exchange Commission (the “SEC”). The Mayor and the President or Secretary-Treasurer of the Division, or either of them, are hereby authorized to contract with the Underwriters to provide, within seven (7) business days after the day on which the Series 2024 Bonds have been sold to the Underwriters, copies of the Official Statement in sufficient quantity to allow the Underwriters to comply with Rule 15c2-12 and the rules of the SEC and the Municipal Securities Rulemaking Board (“MSRB”). Furthermore, the Mayor and the President or Secretary-Treasurer of the Division, or either of them, are hereby authorized to authorize the Underwriters, to the extent required by rules of the SEC or the MSRB, to file the Official Statement with the MSRB or its designee, including submission to the MSRB’s Electronic Municipal Market Access system, within the timeframe required by Rule G-32 of the MSRB.

The Mayor and the President or Secretary-Treasurer of the Division, or either of them, are authorized, on behalf of the City, to deem the Preliminary Official Statement in final form, to be final as of its date within the meaning of Rule 15c2-12, except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12. The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the City except for the “permitted omissions” as such term is defined in Rule 15c2-12.

**ARTICLE V
COVENANTS**

SECTION 5.01 Tax Matters.

(a) Each of the City and the Division covenants that, in order to maintain the exclusion from gross income for Federal income tax purposes of the interest on the Series 2024 Bonds, each of the City and the Division will satisfy, or take such actions as are necessary to cause to be satisfied, each provision of the Code necessary to maintain such exclusion. In furtherance of this covenant, each of the City and the Division agrees to comply with such written instructions as may be provided by Co-Bond Counsel. In furtherance of the covenant contained in the preceding sentence, each of the City and the Division agrees to continually comply with the provisions of the “Tax Certificate as to Arbitrage and the Provisions of Sections 141-150 of the Internal Revenue

Code of 1986,” as amended from time to time, to be executed by each of the City and the Division in connection with the execution and delivery of the Series 2024 Bonds.

(b) Each of the City and the Division covenants that no part of the proceeds of the Series 2024 Bonds shall be used, directly or indirectly, to acquire any “investment property,” as defined in section 148 of the Code, which would cause the Series 2024 Bonds to become “arbitrage bonds” within the meaning of section 148 of the Code or under applicable Treasury regulations promulgated thereunder. In order to assure compliance with the rebate requirement of section 148 of the Code, each of the City and the Division further covenants that it will pay or cause to be paid to the United States Treasury Department the amounts necessary to satisfy the requirements of section 148(f) of the Code, and that it will establish such accounting procedures as are necessary to adequately determine, account for and pay over any such amount or amounts required to be paid to the United States in a manner consistent with the requirements of section 148 of the Code, such covenant to survive the defeasance of the Series 2024 Bonds.

(c) Notwithstanding any other provision of the Resolution to the contrary, upon the City’s or the Division’s failure to observe, or refusal to comply with the covenants contained in this Section 5.01, neither the holders of the Bonds of any Series (other than the Series 2024 Bonds or the Paying Agent acting on their behalf) nor the Paying Agent acting on their behalf shall be entitled to exercise any right or remedy provided to such holders or the Paying Agent under the Resolution based upon the City’s failure to observe, or refusal to comply with, the covenants contained in this Section 5.01.

(d) The Mayor and the President or Secretary-Treasurer of the Division, or any of them, are authorized and directed to make such certifications in this regard in connection with the sale of the Series 2024 Bonds as either or both shall deem appropriate, and such certifications shall constitute a representation and certification of the City.

SECTION 5.02 Continuing Disclosure.

Each of the City and the Division hereby covenants and agrees that it will provide annual financial information and material event notices if and as required by Rule 15c2-12 for the Series 2024 Bonds. The Mayor or the President or Secretary-Treasurer of the Division, or any of them, are authorized to execute at the closing of the sale of the Series 2024 Bonds an agreement for the benefit of and enforceable by the owners of the Series 2024 Bonds specifying the details of the financial information, operating data and material event notices to be provided and its obligations relating thereto. Failure of the City or the Division to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Series 2024 Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the City and the Division to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

SECTION 5.03 Released Revenue Obligations; Accession of Subordinate Lien Obligations to Senior Lien Status.

For so long as any Series 2024 Bonds are Outstanding, each of the City and the Division hereby agrees that it shall not (a) cause a separable category or portion of revenues, income, receipts and money relating to a definable service, facility or program of the System to be withdrawn from General Revenues and thereafter treated as Released Revenues under Section 5.05 of the Master Resolution or (b) cause the accession of any Subordinate Lien Obligations to the status of complete parity with any Senior Lien Revenue Obligations under Section 5.06 of the Master Resolution.

SECTION 5.04 Combined System.

For so long as any Series 2024 Bonds are Outstanding, each of the City and the Division hereby agrees that it shall not combine any or all of the Division's utility systems into a single unified operation (the "Combined System") or commingle the revenues of the systems so combined in the Combined System under the last paragraph of Section 6.04 of the Master Resolution.

**ARTICLE VI
MISCELLANEOUS**

SECTION 6.01 Resolution a Contract.

The provisions of the Resolution shall constitute a contract between the City and the registered owners of the Series 2024 Bonds, and after the issuance of the Series 2024 Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner except as provided in the Resolution.

SECTION 6.02 Additional Authorizations.

All acts and doings of the Mayor and Comptroller of the City, and the President and Secretary-Treasurer of the Division and any other officer of the City or the Division which are in conformity with the purposes and intent of this Tenth Supplemental Resolution and in furtherance of the issuance, sale, execution and delivery of the Series 2024 Bonds as set forth herein shall be and the same hereby are in all respects, approved and confirmed.

The Mayor and Comptroller of the City and the President and Secretary-Treasurer of the Division, and other officials, officers and agents of the City and the Division, together with the City's and the Division's Financial Advisors and Co-Bond Counsel, are hereby authorized, empowered and directed to prepare, execute, file and deliver such further instruments, certificates or other documents with respect to the Series 2024 Bonds, and to take such other and further action, as may be necessary or desirable to consummate the aforesaid issuance of the Series 2024 Bonds and to give full force and effect to the Resolution.

SECTION 6.03 Severability.

If any section, paragraph or provision of this Tenth Supplemental Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Tenth Supplemental Resolution.

SECTION 6.04 Conflicting Resolutions.

Any and all ordinances or resolutions or parts of ordinances or resolutions, except the Master Resolution, in conflict with this Tenth Supplemental Resolution are to the extent of such conflict hereby repealed, and this Tenth Supplemental Resolution shall take immediate effect and shall be in full force and effect from and after its adoption.

SECTION 6.05 Amendment of Resolution.

This Tenth Supplemental Resolution may be amended in the same manner as provided for amendment of the Master Resolution.

EXCERPTS FROM PRELIMINARY OFFICIAL STATEMENT

For

**CITY OF MEMPHIS, TENNESSEE
MEMPHIS LIGHT, GAS AND WATER DIVISION
\$200,000,000*
ELECTRIC SYSTEM REVENUE AND
REVENUE REFUNDING BONDS,
SERIES 2024**



Due to breadth of Preliminary Official Statement, Pages 10-15, 21-47 and Appendices A through F were omitted for the purpose discussion of this item by Council members in committee. Reference is hereby made to the complete copy of the Preliminary Official Statement in substantially final form that has been made a part of the City Council's Official record for this item and provided to each Council member electronically.

THIS PRELIMINARY OFFICIAL STATEMENT IS DATED JULY ____, 2024

NEW ISSUE (Book-Entry-Only)

RATINGS: See "RATINGS" herein

In the opinion of Co-Bond Counsel, under existing laws, regulations, rulings and judicial decisions and assuming the accuracy of certain representations and continuing compliance with certain covenants, interest on the Series 2024 Electric System Bonds (including any original issue discount properly allocable to the owner of a Series 2024 Electric System Bond) is excludable from gross income for federal income tax purposes and is not a preference item for a bondholder under the federal alternative minimum tax; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code) for the purpose of computing the alternative minimum tax imposed on such corporations. Also, in the opinion of Co-Bond Counsel, under existing law, the Series 2024 Electric System Bonds and the income therefrom will be exempt from all state, county and municipal taxation in Tennessee except (a) excise taxes on all or a portion of the interest on any of the Series 2024 Electric System Bonds during the period such Series 2024 Electric System Bonds are held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Series 2024 Electric System Bonds in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership. For a more detailed description of such opinions of Co-Bond Counsel, see "TAX MATTERS" herein.



CITY OF MEMPHIS, TENNESSEE
MEMPHIS LIGHT, GAS AND WATER DIVISION
\$200,000,000*
ELECTRIC SYSTEM REVENUE AND
REVENUE REFUNDING BONDS,
SERIES 2024

Dated: Date of Delivery

Due: As set forth on the inside cover page

The City of Memphis, Tennessee (the "City") at the request of the Board of Commissioners (the "Board") of the Memphis Light, Gas and Water Division of the City of Memphis, Tennessee (the "MLGW") is issuing \$200,000,000* Electric System Revenue and Revenue Refunding Bonds, Series 2024 for the Electric Division of MLGW (the "Series 2024 Electric System Bonds"). The Series 2024 Electric System Bonds are being issued by the City pursuant to and in accordance with: (i) certain provisions of Tennessee law, including particularly Chapter 34, Title 7, Tennessee Code Annotated (§§ 7-34-101 through §§ 7-34-118 *et seq.*), as amended (the "Act"); (ii) the Charter of the City of Memphis, Tennessee, as amended (the "City Charter"); and (iii) the terms and conditions contained in certain resolutions of the Board of MLGW and the Council of the City of Memphis, Tennessee (the "City Council"), including particularly the Electric System Revenue Obligations Master Resolution duly and lawfully adopted by the Board of MLGW on June 20, 2002, and by the City Council on July 2, 2002, as previously amended and supplemented (the "Master Electric System Resolution"), and as supplemented with respect to the Series 2024 Electric System Bonds by that certain Tenth Supplemental Resolution duly and lawfully adopted by the Board of MLGW on [July 17, 2024], and by the City Council on [August 6, 2024] (the "Tenth Supplemental Resolution" and together with the Master Electric System Resolution, the "Electric System Resolution").

The Series 2024 Electric System Bonds are being issued to: (i) finance the costs of acquisition, expansion and/or improvements to the Electric System (as defined herein), including the reimbursement of certain costs incurred prior to the issuance of the Series 2024 Electric System Bonds; (ii) current refund, all or a portion of, the outstanding Electric System Revenue Bonds, Series 2014; and (iii) pay certain costs of issuance related to the Series 2024 Electric System Bonds. See "PLAN OF FINANCE AND REFUNDING" and "ESTIMATED SOURCES AND USES OF FUNDS" herein and "APPENDIX A – OPERATING INFORMATION REGARDING THE ELECTRIC DIVISION" attached hereto.

The Series 2024 Electric System Bonds will be dated the date of their delivery and will bear interest from the dated date thereof, at the rates set forth on the inside cover page of this Official Statement. Interest on the Series 2024 Electric System Bonds is payable semiannually on June 1 and December 1 of each year, commencing December 1, 2024. Principal on the Series 2024 Electric System Bonds is payable on December 1 of each year, commencing December 1, 2025. The Series 2024 Electric System Bonds will be issued only in fully registered form, without coupons, in authorized denominations of \$5,000 or any integral multiple thereof equal to the principal amounts set forth on the inside cover page of this Official Statement and initially will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York, which will act as securities depository for the Series 2024 Electric System Bonds. Purchases of beneficial ownership interests in the Series 2024 Electric System Bonds will be made in book-entry form only and purchasers will not receive physical delivery of certificates representing their beneficial ownership interests in the Series 2024 Electric System Bonds unless the book-entry-only system is discontinued. Regions Bank, Nashville, Tennessee, will act as the initial bond registrar and paying agent for the Series 2024 Electric System Bonds. See "DESCRIPTION OF THE SERIES 2024 ELECTRIC SYSTEM BONDS" herein.

The Series 2024 Electric System Bonds are subject to redemption prior to maturity at the option of the City, based on direction from the Board of MLGW, as set forth and more fully described herein. See "REDEMPTION PROVISIONS FOR THE SERIES 2024 ELECTRIC SYSTEM BONDS" herein.

The Series 2024 Electric System Bonds are being issued as general revenue obligations pursuant to the Electric System Resolution and, as such, are limited obligations of the City and MLGW payable solely from and secured by a pledge of the Electric System Pledged Revenues (as defined herein), which is on a parity and equality of lien with respect to the Electric System Pledged Revenues with any Outstanding Electric System Senior Lien Revenue Obligations (as defined herein) issued under the Master Electric System Resolution, and any additional Electric System Senior Lien Revenue Obligations hereafter issued thereunder, and such lien is senior in lien and right of payment to any Electric System Subordinate Lien Revenue Obligations (as defined herein) issued under the Master Electric System Resolution in the future. The Electric System Pledged Revenues relate solely to revenues of the Electric Division. The Series 2024 Electric System Bonds are not payable from revenues of MLGW'S Gas Division or Water Division. See "SECURITY AND SOURCE OF PAYMENT FOR THE SERIES 2024 ELECTRIC SYSTEM BONDS" herein and "APPENDIX D – SUMMARY OF CERTAIN PROVISIONS OF THE ELECTRIC SYSTEM RESOLUTION" attached hereto.

THE SERIES 2024 ELECTRIC SYSTEM BONDS DO NOT CONSTITUTE A DEBT OF THE CITY OR MLGW WITHIN THE MEANING OF ANY CONSTITUTIONAL, CITY CHARTER OR STATUTORY LIMITATION. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TENNESSEE OR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE CITY, IS PLEDGED TO THE PAYMENT OF THE SERIES 2024 ELECTRIC SYSTEM BONDS, AND NO HOLDER OF THE SERIES 2024 ELECTRIC SYSTEM BONDS SHALL HAVE THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWERS OF THE STATE OF TENNESSEE OR THE CITY TO PAY THE SERIES 2024 ELECTRIC SYSTEM BONDS, OR THE INTEREST THEREON, AND THE SERIES 2024 BONDS, INCLUDING THE INTEREST THEREON, ARE LIMITED OBLIGATIONS OF THE CITY AND MLGW AS SET FORTH IN THE ELECTRIC SYSTEM RESOLUTION, PAYABLE SOLELY FROM THE ELECTRIC SYSTEM PLEDGED REVENUES. THE SERIES 2024 ELECTRIC SYSTEM BONDS DO NOT CONSTITUTE A CHARGE, LIEN OR ENCUMBRANCE UPON ANY OTHER PROPERTY OTHER THAN THE ELECTRIC SYSTEM PLEDGED REVENUES.

This front cover page contains limited information for quick reference only. It is not a summary of the matters relating to the Series 2024 Electric System Bonds. Potential investors must read this entire Official Statement (including this front cover page, the inside cover page, and the appendices attached hereto) to obtain information essential to the making of an informed investment decision.

The Series 2024 Electric System Bonds are being offered when, as and if issued by the City and received by the Underwriters, subject to prior sale and to withdrawal or modification of the offer without notice, and subject to the approving opinions of The Wade Law Firm, PLLC, Memphis, Tennessee, and Bass, Berry & Sims, PLC, Memphis, Tennessee, serving as Co-Bond Counsel to MLGW. Certain legal matters will be passed upon for the Underwriters by their counsel Carpenter Law, PLLC, Memphis, Tennessee. Certain legal matters will be passed upon for the City by Tamara Gibson, Esquire, Chief Legal Counsel/City Attorney. Certain legal matters will be passed upon for MLGW by Jennifer A. Sink, Esquire, Vice-President and General Counsel to MLGW. Stephens Inc., Nashville, Tennessee is serving as Financial Advisor to MLGW. It is anticipated that the delivery of the Series 2024 Electric System Bonds will be made on or about [September __, 2024] through the facilities of DTC in New York, New York.

RAYMOND JAMES

FHN Financial Capital Markets

SouthState Duncan-Williams

* Preliminary, subject to change.

**MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES,
YIELDS, PRICES AND INITIAL CUSIP NUMBERS**

\$200,000,000*

**ELECTRIC SYSTEM REVENUE AND
REVENUE REFUNDING BONDS,
SERIES 2024**

Maturity Date (December 1)	Principal Amount	Interest Rate	Yield	Price	Initial CUSIP No.†
2024					
2025					
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
2041					
2042					
2043					
2044					
2045					
2046					
2047					
2048					
2049					
2050					
2051					
2052					
2053					
2054					

* Preliminary, subject to change.

† Copyright, American Bankers Association (“ABA”). Initial CUSIP data herein are provided by CUSIP Global Services, which is managed on behalf of the ABA by S&P Global Intelligence, a division of S&P Global, Inc. The CUSIP numbers listed above are being provided solely for the convenience of purchasers of the Series 2024 Electric System Bonds only at the time of issuance of the Series 2024 Electric System Bonds and neither the City of Memphis, Tennessee or the Memphis Light, Gas and Water Division makes no representation with respect to such numbers nor undertakes any responsibility for their accuracy now or at any time in the future. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Series 2024 Electric System Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part of such maturity, or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Series 2024 Electric System Bonds.

CITY OF MEMPHIS, TENNESSEE

Paul A. Young, *Mayor*

MEMPHIS CITY COUNCIL

JB Smiley, Jr., *Chair*

J. Ford Canale, *Vice Chair*

Chase Carlisle
Yolanda Cooper-Sutton
Michalyn Easter-Thomas
Edmond Ford, Sr.
Jerri Green
Rhonda Logan

Philip Spinosa
Jana Swearengen-Washington
Pearl Eva Walker
Dr. Jeff Warren
Janika White

CITY OF MEMPHIS ADMINISTRATION:

Walter O. Person..... Interim Chief Financial Officer
Antonio M. Adams Interim Chief Operating Officer
Cerelyn C.J. Davis Interim Chief of Police Services
Penelope Houston Chief Communications Officer
Tannera Gibson, Esquire Chief Legal Officer/City Attorney
Fonda Fouchè Chief Human Resources Officer

MEMPHIS LIGHT, GAS AND WATER DIVISION

BOARD OF COMMISSIONERS

Leon Dickson, Sr., *Chair*

Michael E. Pohlman, *Vice-Chair*

Mitch Graves

Cheryl Pesce

Carl Person

James Lewellen

John Butler

(Advisory Board Member)

(Advisory Board Member)

EXECUTIVE ADMINISTRATION AND OFFICERS:

Doug McGowen President and Chief Executive Officer
Dana Jeanes Senior Vice-President, Chief Financial Officer and
Chief Administrative Officer (Secretary-Treasurer)
Alonzo Weaver, III Senior Vice-President, Chief Operating Officer
Jennifer Sink, Esquire Vice-President and General Counsel
Jacqueline Jones Vice-President and Chief People Officer
Timothy Davis Vice-President of Customer Experience and Energy Services
Chandrika Winston Rosser Vice-President of Gas and Water Engineering and Operations
Quinton Clark Vice-President of Electric Engineering and Operations
Ursula Madden Vice-President of Corporate Communications
Von Goodloe Vice-President of Shared Services
Rodney Cleek Vice-President of Finance and Accounting
Lesa Walton Chief Internal Auditing Officer

CO-BOND COUNSEL

The Wade Law Firm, PLLC
Memphis, Tennessee

Bass, Berry & Sims PLC
Memphis, Tennessee

FINANCIAL ADVISOR

Stephens Inc.
Nashville, Tennessee

INDEPENDENT AUDITOR

Mayer Hoffman McCann, P.C.
Memphis, Tennessee

COUNSEL TO THE UNDERWRITERS

Carpenter Law, PLLC
Memphis, Tennessee

NOTICE TO INVESTORS

This Official Statement contains, in part, estimates, assumptions and matters of opinion which are not intended as statements of fact, and no representation is made as to the correctness of such estimates, assumptions or matters of opinion, or as to the likelihood that they will be realized. Any information and expressions of opinion herein will not, under any circumstances, create any implication that there has been no change in the affairs of the MLGW or other matters described herein since the date hereof. For the period beginning on the date of the award of the sale of the Series 2024 Electric System Bonds by the Underwriters as set forth on the bottom portion of the front cover page of this Official Statement (the "Underwriters") and ending on the 25th day after the "end of the underwriting period" (as defined in Rule 15c2-12 promulgated by the United States Securities and Exchange Commission (the "SEC") under the Securities Exchange Act of 1934, as amended, and as in effect on the date hereof (the "Rule")), if any event occurs of which MLGW has knowledge and as a result of which it is necessary to amend or supplement this Official Statement in order to make the statements herein, in light of the circumstances when this Official Statement is delivered to a prospective purchaser, not misleading, MLGW will promptly notify the Underwriters of the occurrence of such event and will cooperate in the preparation of a revised Official Statement, or amendments or supplements hereto, so that the statements in this Official Statement, as revised, amended or supplemented, will not, in light of the circumstances when such Official Statement is delivered to a prospective purchaser, be misleading. Except as may be required by existing law, MLGW assumes no responsibility for supplementing this Official Statement thereafter.

THE SERIES 2024 ELECTRIC SYSTEM BONDS HAVE NOT BEEN REGISTERED WITH THE SEC BY REASON OF CERTAIN EXEMPTIONS CONTAINED IN THE SECURITIES ACT OF 1933, AS AMENDED. IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE INFORMATION CONTAINED IN THIS OFFICIAL STATEMENT REGARDING MLGW, THE CITY, THE SERIES 2024 ELECTRIC SYSTEM BONDS AND THE TERMS OF THIS PUBLIC OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY, NOR HAVE SUCH AUTHORITIES CONFIRMED THE ACCURACY OR DETERMINED THE ACCURACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

IN CONNECTION WITH THIS PUBLIC OFFERING, THE UNDERWRITERS MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE THE MARKET PRICE OF THE SERIES 2024 ELECTRIC SYSTEM BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

No dealer, broker, salesperson or other person has been authorized to give information or to make any representation, other than those contained in this Official Statement, in connection with the public offering of the Series 2024 Electric System Bonds, and, if given or made, such information or representation must not be relied upon as having been authorized by the City, MLGW, the Underwriters or their respective professional consultants and attorneys. This Official Statement does not constitute an offer or solicitation in any jurisdiction which such offer or solicitation is not authorized, or in which any person making such offer or solicitation is not qualified to do so, or to any person to whom it is unlawful to make such offer or solicitation. The information set forth herein has been obtained from the City, MLGW, and other sources which are believed to be reliable, but such information is not guaranteed as to its accuracy or completeness, and it is not to be construed as a representation by the Underwriters.

This Official Statement is not to be construed as a contract with the purchasers of the Series 2024 Electric System Bonds. Certain information and statements contained in this Official Statement which involve estimates, forecasts, or matters of opinion, whether or not expressly so described herein, are intended solely as such, and are not to be construed as a representation of fact.

This Official Statement contains “forward-looking” statements within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended. Such statements may involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance and achievements to be different from future results, performance and achievements expressed or implied by such forward-looking statements. Investors are cautioned that the actual results could differ materially from those set forth in the forward-looking statements. The information and expressions of opinions contained herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder will, under any circumstances, create any implication that there has been no change in the affairs of the City or MLGW since the date hereof.

All summaries contained herein of documents and agreements are qualified in their entirety by reference to such documents and agreements, and all summaries contained herein of the Series 2024 Electric System Bonds are qualified in their entirety by reference to the forms thereof included in the Electric System Resolution, and the provisions with respect thereto included in the aforementioned documents and agreements.

THIS OFFICIAL STATEMENT IS INTENDED TO REFLECT MATERIAL FACTS AND CIRCUMSTANCES AS THEY EXIST ON THE DATE OF THIS OFFICIAL STATEMENT OR ON SUCH OTHER DATE OR AT SUCH OTHER TIME AS IDENTIFIED HEREIN. NO ASSURANCE CAN BE GIVEN THAT SUCH INFORMATION WILL NOT BE MISLEADING AT A LATER DATE. CONSEQUENTLY, RELIANCE ON THIS OFFICIAL STATEMENT AT TIMES SUBSEQUENT TO THE ISSUANCE OF THE SERIES 2024 ELECTRIC SYSTEM BONDS SHOULD NOT BE MADE ON THE ASSUMPTION THAT ANY SUCH FACTS OR CIRCUMSTANCES ARE UNCHANGED.

THE FINANCIAL ADVISOR HAS BEEN EMPLOYED BY MLGW TO ADVISE THEM WITH RESPECT TO CERTAIN MATTERS RELATING TO THE PROPOSED STRUCTURE OF THE SERIES 2024 ELECTRIC SYSTEM BONDS. THE FINANCIAL ADVISOR HAS NOT BEEN EMPLOYED AND ASSUMES NO DUTY OR OBLIGATION TO ADVISE ANY OTHER PARTY AS TO ANY ASPECT OF THE TRANSACTION, INCLUDING THE HOLDERS OF THE SERIES 2024 ELECTRIC SYSTEM BONDS.

THE UNDERWRITERS HAVE PROVIDED THE FOLLOWING SENTENCE FOR INCLUSION IN THIS OFFICIAL STATEMENT: THE UNDERWRITERS HAVE REVIEWED THE INFORMATION CONTAINED IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH, AND AS A PART OF, THEIR RESPECTIVE RESPONSIBILITIES TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITERS DO NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION CONTAINED HEREIN.

THIS OFFICIAL STATEMENT IS BEING PROVIDED TO PROSPECTIVE PURCHASERS IN ELECTRONIC FORMAT ON THE FOLLOWING WEBSITES: www.munios.com and www.emma.msrb.org. THIS OFFICIAL STATEMENT MAY BE RELIED UPON ONLY IF IT IS PRINTED IN ITS ENTIRETY DIRECTLY FROM EITHER OF SUCH WEBSITES.

References to website addresses presented herein are for informational purposes only and may be in the form of an electronic hyperlink solely for the reader’s convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into and are not part of this Official Statement for purposes of the Rule.

MLGW maintains a website at www.mlkw.com and certain social media accounts. Information contained on such website and social media accounts are not part of this Official Statement and such information has not been incorporated by reference herein and should not be relied upon in deciding whether to invest in the Series 2024 Electric System Bonds.

TABLE OF CONTENTS

Pages

INTRODUCTION.....	1
General.....	1
City of Memphis, Tennessee.....	1
Memphis Light, Gas and Water Division	2
Electric Division	2
Gas Division	2
Water Division	3
Authority for the Issuance of the Series 2024 Electric System Bonds	3
Purpose of the Series 2024 Electric System Bonds	4
Description of the Series 2024 Electric System Bonds.....	4
Security and Source of Payment for the Series 2024 Electric System Bonds	4
Bond Registrar and Paying Agent.....	5
Continuing Disclosure Undertaking.....	5
Forward-Looking Statements.....	5
Prospective Financial and Operating Information	6
Additional Information	7
PLAN OF FINANCE AND REFUNDING	8
Series 2024 Electric System Bonds	8
Refunded Series 2014 Bonds	8
ESTIMATED SOURCES AND USES OF FUNDS	9
DESCRIPTION OF THE SERIES 2024 ELECTRIC SYSTEM BONDS	10
General.....	10
Book-Entry-Only System.....	10
Use of Certain Terms in Other Sections of this Official Statement.....	13
Effect of Discontinuance of Book-Entry-Only System	13
REDEMPTION PROVISIONS FOR THE SERIES 2024 ELECTRIC SYSTEM BONDS	14
General.....	14
Selection of Series 2024 Electric System Bonds	15
Notice of Redemption	15
Conditional Notice	15
Effect of Notice of Redemption	15
SECURITY AND SOURCE OF PAYMENT FOR THE SERIES 2024 ELECTRIC SYSTEM BONDS	16
The Electric System	16
Pledge Under the Electric System Resolution	16
Electric System Pledged Revenues	17
Rate Covenant.....	17
Additional Obligations.....	17
No Debt Service Reserve.....	18
Limited Obligations	19
Outstanding Electric System Senior Lien Revenue Obligations.....	19
ELECTRIC DIVISION LONG-TERM DEBT SERVICE SCHEDULE.....	20
CITY OF MEMPHIS, TENNESSEE	21
Shelby County, Tennessee.....	21

MEMPHIS LIGHT, GAS AND WATER DIVISION	22
Organization and History	22
Service Area.....	22
Management.....	22
Board of Commissioners.....	23
Ex-Officio Advisory Board of Commissioners.....	24
Executives and Officers	25
Employee Relations	28
Insurance	29
Memphis Light, Gas and Water Division Retirement and Pension System.....	30
Pension Plan Reform.....	33
Other Postemployment Benefits	34
Net OPEB Liability and OPEB Expense	35
Funding Policy and Annual OPEB Contributions	35
LITIGATION.....	36
FACTORS AFFECTING THE ELECTRIC UTILITY INDUSTRY	37
General.....	37
Competitive Environment in Tennessee	37
Transmission Access to Wholesale Power.....	37
Federal Energy Policy Act of 2005	38
NERC Electric Reliability Standards Compliance.....	38
Smart Grid Initiatives	39
Tennessee Valley Authority and General Industry Risk Factors	39
INVESTMENT CONSIDERATIONS	39
General	39
Public Health Emergencies and Global Conflicts.....	40
Demand and Usage of Electric Utilities.....	41
Electric Division Revenues	41
Electric Division Expenses	41
Enforceability of Remedies.....	41
Additional Obligations.....	42
Early Payment Prior To Maturity.....	42
Limited Protection Against Loss of Tax Exemption.....	42
The New Madrid Seismic Zone and Other Risk Factors	43
Additional Factors.....	43
Climate Change.....	43
Cybersecurity	44
The Emergence of Artificial Intelligence Technology Could Harm MLGW	44
Risk of Future Legislative Action and/or Court Decisions	44
Impact of Federal and State Regulations for the Electric Utility Industry	45
Ratings on the Series 2024 Electric System Bonds	45
Suitability of the Series 2024 Electric System Bonds for Investment	45
TAX MATTERS	46
Series 2024 Electric System Bonds	46
State of Tennessee Taxes	48
Changes In Federal and State Tax Law.....	48
APPROVAL OF LEGAL MATTERS	49
FINANCIAL ADVISOR	49

INDEPENDENT AUDITOR.....	49
CERTAIN RELATIONSHIPS	50
RATINGS	50
UNDERWRITING.....	50
CONTINUING DISCLOSURE UNDERTAKING.....	51
MISCELLANEOUS	52
AUTHORIZATION OF AND CERTIFICATION REGARDING THE OFFICIAL STATEMENT.....	53

APPENDICES

<u>APPENDIX A</u>	-	OPERATING INFORMATION REGARDING THE ELECTRIC DIVISION
<u>APPENDIX B</u>	-	AUDITED FINANCIAL STATEMENTS OF MLGW FOR THE FISCAL YEAR ENDED DECEMBER 31, 2023
<u>APPENDIX C</u>	-	ECONOMIC AND DEMOGRAPHIC INFORMATION REGARDING THE CITY OF MEMPHIS, TENNESSEE AND SHELBY COUNTY, TENNESSEE
<u>APPENDIX D</u>	-	SUMMARY OF CERTAIN PROVISIONS OF THE ELECTRIC SYSTEM RESOLUTION
<u>APPENDIX E</u>	-	FORM OF THE CONTINUING DISCLOSURE CERTIFICATE RELATING TO THE SERIES 2024 ELECTRIC SYSTEM BONDS
<u>APPENDIX F</u>	-	PROPOSED FORM OF CO-BOND COUNSEL OPINIONS FOR THE SERIES 2024 ELECTRIC SYSTEM BONDS

[End of Table of Contents]

OFFICIAL STATEMENT

CITY OF MEMPHIS, TENNESSEE

MEMPHIS LIGHT, GAS AND WATER DIVISION

\$200,000,000*

ELECTRIC SYSTEM REVENUE AND REVENUE REFUNDING BONDS, SERIES 2024

INTRODUCTION

This Introduction is not a summary of this Official Statement and is intended only for quick reference. It is only a brief description of and guide to, and is qualified in its entirety by reference to, the more complete and detailed information contained in this entire Official Statement, including the front cover page, the inside cover page and the appendices attached hereto, and the documents summarized or described herein. The purpose of this Official Statement is to furnish certain information regarding the issuance of the Series 2024 Electric System Bonds (as defined herein), and a full review should be made of this Official Statement, including the existing laws, reports, and other documents summarized or described herein. The public offering of the Series 2024 Electric System Bonds to potential investors is made only by means of this entire Official Statement, including the front cover page, the inside cover page and the appendices attached hereto. No person is authorized to detach this Introduction from this Official Statement or to otherwise use it without the entire Official Statement, including the front cover page, the inside cover page and the appendices attached hereto.

General

The City of Memphis, Tennessee (the “City”), at the request of the Board of Commissioners (the “Board”) of the Memphis Light, Gas and Water Division of the City of Memphis, Tennessee (“MLGW”), is issuing \$200,000,000* Electric System Revenue and Revenue Refunding Bonds, Series 2024 for the Electric Division of MLGW (the “Series 2024 Electric System Bonds”). The Series 2024 Electric System Bonds are being issued by the City pursuant to and in accordance with: (i) certain provisions of Tennessee law, including particularly Chapter 34, Title 7, Tennessee Code Annotated (§§ 7-34-101 through §§ 7-34-118 *et seq.*), as amended (the “Act”); (ii) the Charter of the City of Memphis, Tennessee, as amended (the “Charter”); and (iii) the terms and conditions contained in certain resolutions duly and lawfully adopted by the Board of MLGW and the Council of the City of Memphis, Tennessee (the “City Council”) all being set forth and more fully described herein.

City of Memphis, Tennessee

The City, incorporated as a city in 1826, is a municipal corporation duly organized and validly existing under the laws of the State of Tennessee (the “State”). The City is located on the east bank of the Mississippi River in the southwest corner of the State. The City is the State’s largest city not having a metropolitan form of government and is the county seat of Shelby County, Tennessee (the “County”). The City currently occupies a land area of approximately 315 square miles and had an estimated population of 621,056 as of 2023, according to the United States Census Bureau. See “CITY OF MEMPHIS, TENNESSEE” herein and “**APPENDIX C – ECONOMIC AND DEMOGRAPHIC INFORMATION REGARDING THE CITY OF MEMPHIS, TENNESSEE AND SHELBY COUNTY, TENNESSEE**” attached hereto.

* Preliminary, subject to change.

Memphis Light, Gas and Water Division

MLGW was created as a division of the City through an amendment to the City Charter by Chapter 381 of the Private Acts of the General Assembly of the State of Tennessee, duly and lawfully adopted on March 9, 1939, as amended. MLGW is owned by the City and distributes electric power and natural gas throughout the City and the County, and distributes water within the City and certain adjacent geographical areas. The Board of MLGW governs and administers all activities of its three separate divisions, the Electric Division, the Gas Division, and the Water Division (each as defined herein), in connection with its business affairs and operations. The Board of MLGW consists of five members and two ex-officio advisory members nominated by the City Mayor and approved by the City Council. An amendment, approved in 1981, to the City Charter permits the establishment of additional divisions to provide other energy services. MLGW operates on a fiscal year that commences January 1 and ends on December 31 (the "Fiscal Year"). See "MEMPHIS LIGHT, GAS AND WATER DIVISION" herein.

Article 65 of the City Charter requires the Electric Division, the Gas Division, and the Water Division to be financially separate with such joint or common expenses as shall be advisable and economical as determined by the Board of MLGW. Revenues of the Electric Division, the Gas Division and Water Division are permitted to be used only for the payment of bonds and interest on the applicable division to which they relate. See "SECURITY AND SOURCE OF PAYMENT FOR THE SERIES 2024 ELECTRIC SYSTEM BONDS" herein.

Electric Division

The Electric Division of MLGW (the "Electric Division") serves the City and the County pursuant to a franchise granted by the State in the City Charter. The City holds title to certain real property used in connection with the daily operations of the Electric Division, including easements deemed adequate by MLGW on such properties not required to be held in fee simple. The Electric Division designs, constructs, operates and maintains an electrical transmission and distribution system (the "Electric System"), wherein substantially all the Electric Division's required engineering, design, construction and operation functions are performed by MLGW personnel. The Electric Division currently purchases all its electricity from the Tennessee Valley Authority (the "TVA").

For the Fiscal Year ended December 31, 2023, the total operating revenues of the Electric Division were \$1,381,530,790 and were derived principally from the sale of electricity to an average of 430,579 customers during the same period. See "SECURITY AND SOURCE OF PAYMENT FOR THE SERIES 2024 ELECTRIC SYSTEM BONDS – The Electric System" herein. Also see "**APPENDIX A – OPERATING INFORMATION REGARDING THE ELECTRIC DIVISION**" and "**APPENDIX B – AUDITED FINANCIAL STATEMENTS OF MLGW FOR THE FISCAL YEAR ENDED DECEMBER 31, 2023**" attached hereto.

Gas Division

The Gas Division of MLGW (the "Gas Division") serves the City and the County pursuant to a franchise granted by the State in the City Charter. The City holds title to certain real property used in connection with the daily operations of the Gas Division, including easements deemed adequate by MLGW on such properties not required to be held in fee simple. The Gas Division designs, constructs, operates, and maintains a gas transmission and distribution system (the "Gas System"), wherein, with certain exceptions, the Gas Division's gas properties, systems and operation functions are performed by MLGW personnel. The Gas Division purchases its gas requirements on the open market from various gas suppliers. The Gas Division's contracts are negotiated with national gas pipeline suppliers to provide the flexibility required to meet customer needs under expected operating situations. Current pipeline contracts are held with Texas Gas, Trunkline Gas Company and ANR Pipeline Company Interstate Pipeline. In addition, MLGW has entered

into several long-term gas purchase agreements, which allow MLGW to purchase gas at market price less a discount resulting in approximately \$10.5 million in annual savings relative to index prices.

For the Fiscal Year ended December 31, 2023, the total operating revenues of the Gas Division were \$257,059,463 and were derived principally from the sale of gas to an average of 306,443 customers during the same period. For additional information regarding the Gas Division and the Gas System of MLGW, see **“APPENDIX B – AUDITED FINANCIAL STATEMENTS OF MLGW FOR THE FISCAL YEAR ENDED DECEMBER 31, 2023”** attached hereto.

THE REVENUES FROM THE GAS DIVISION OF MLGW WILL NOT BE AVAILABLE TO PAY DEBT SERVICE ON THE SERIES 2024 ELECTRIC SYSTEM BONDS.

Water Division

The Water Division of MLGW (the “Water Division”) designs, constructs, operates and maintains a water supply and distribution system and facilities (the “Water System”) that distributes water on an exclusive basis to residents in the City, Arlington, Tennessee, and Lakeland, Tennessee and the unincorporated areas of the County. The Water Division sells water to five adjacent utility districts located in (i) Bartlett, Tennessee, (ii) Collierville, Tennessee, (iii) Germantown, Tennessee, (iv) Millington, Tennessee, and (v) Olive Branch, Mississippi to supplement their own pumpage. The City has owned and operated the Water System, which is the principal asset and source of revenue of the Water Division, through MLGW and predecessor organizations since 1903. The aquifer system is one of the City’s greatest natural resources, providing an abundant supply of pure water. Four water-bearing layers of sand and gravel are situated from 50 to 2,600 feet below the City’s ground surface. These layers are separated and held under pressure by alternating layers of almost impermeable clay. The Water Division’s water supply is drawn from the second layer of sand at depths that range from 350 to 1,100 feet. The City is the largest city in the world to rely solely on artesian wells for its water supply. The Water Division focuses on the supply, treatment, transmission, and distribution of water from the aquifer system.

For the Fiscal Year ended December 31, 2023, the total operating revenues of the Water Division were \$130,636,068 and were derived principally from the sale of water to an average of 249,204 customers during the same period. For additional information regarding the Water Division and the Water System of MLGW, see **“APPENDIX B – AUDITED FINANCIAL STATEMENTS OF MLGW FOR THE FISCAL YEAR ENDED DECEMBER 31, 2023”** attached hereto.

THE REVENUES FROM THE WATER DIVISION OF MLGW WILL NOT BE AVAILABLE TO PAY DEBT SERVICE ON THE SERIES 2024 ELECTRIC SYSTEM BONDS.

Authority for the Issuance of the Series 2024 Electric System Bonds

The Series 2024 Electric System Bonds are being issued by the City, at the request of the Board of MLGW, pursuant to and in accordance with: (i) the Act; (ii) the City Charter; and (iii) the Electric System Revenue Obligations Master Resolution duly and lawfully adopted by the Board of MLGW on June 20, 2002, and by the City Council on July 2, 2002, as previously amended and supplemented (the “Master Electric System Resolution”), and particularly as supplemented in respect to the Series 2024 Electric System Bonds by that certain Tenth Supplemental Resolution duly and lawfully adopted by the Board of MLGW on [July 17, 2024], and by the City Council on [August 6, 2024] (the “Tenth Supplemental Resolution” and together with the Master Electric System Resolution, the “Electric System Resolution”). For a more complete statement of the general covenants and provisions pursuant to which the Series 2024 Electric System Bonds will be issued, see **“SECURITY AND SOURCE OF PAYMENT FOR THE SERIES 2024 ELECTRIC SYSTEM BONDS”** herein and **“APPENDIX D – SUMMARY OF CERTAIN PROVISIONS OF THE ELECTRIC SYSTEM RESOLUTION”** attached hereto.

Purpose of the Series 2024 Electric System Bonds

The Series 2024 Electric System Bonds are being issued to: (i) finance the costs of acquisition, expansion and/or improvements to the Electric System, including the reimbursement of certain costs incurred prior to the issuance of the Series 2024 Electric System Bonds; (ii) current refund, all or a portion of, the outstanding Electric System Revenue Bonds, Series 2014 (the “Refunded Series 2014 Bonds”); and (iii) pay certain costs of issuance related to the Series 2024 Electric System Bonds. See “PLAN OF FINANCE AND REFUNDING” and “ESTIMATED SOURCES AND USES OF FUNDS” herein and “**APPENDIX A – OPERATING INFORMATION REGARDING THE ELECTRIC DIVISION**” attached hereto.

Description of the Series 2024 Electric System Bonds

The Series 2024 Electric System Bonds will be dated the date of their delivery and will bear interest from the dated date thereof, at the rates set forth on the inside cover page of this Official Statement. Interest on the Series 2024 Electric System Bonds is payable semiannually on June 1 and December 1 of each year, commencing December 1, 2024. Principal on the Series 2024 Electric System Bonds is payable on December 1 of each year, commencing December 1, 2025. The Series 2024 Electric System Bonds will be issued only in fully registered form, without coupons, in authorized denominations of \$5,000 or any integral multiple thereof equal to the principal amounts set forth on the inside cover page of this Official Statement and initially will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”), which will act as securities depository for the Series 2024 Electric System Bonds. Purchases of beneficial ownership interests in the Series 2024 Electric System Bonds will be made in book-entry form only and purchasers will not receive physical delivery of certificates representing their beneficial ownership interests in the Series 2024 Electric System Bonds unless the book-entry-only system is discontinued by DTC. See “DESCRIPTION OF THE SERIES 2024 ELECTRIC SYSTEM BONDS” herein.

Security and Source of Payment for the Series 2024 Electric System Bonds

The Series 2024 Electric System Bonds are being issued as general revenue obligations pursuant to the Electric System Resolution and, as such, are limited obligations of the City and MLGW payable solely from and secured by a pledge of the Electric System Pledged Revenues (as defined herein), which is on a parity and equality of lien with respect to the Electric System Pledged Revenues with any Outstanding Electric System Senior Lien Revenue Obligations (as defined herein) issued under the Master Electric System Resolution, and any additional Electric System Senior Lien Revenue Obligations hereafter issued thereunder, and such lien is senior in lien and right of payment to any Electric System Subordinate Lien Revenue Obligations (as defined herein) issued under the Master Electric System Resolution in the future.

THE ELECTRIC SYSTEM PLEDGED REVENUES RELATE SOLELY TO THE REVENUES OF THE ELECTRIC DIVISION. THE SERIES 2024 ELECTRIC SYSTEM BONDS ARE NOT PAYABLE FROM THE REVENUES OF MLGW’S GAS DIVISION OR WATER DIVISION.

The Series 2024 Electric System Bonds are not obligations of the TVA or the United States and are not secured by any revenues or property of TVA or the United States. For a more complete statement of the general covenants and provisions pursuant to which the Series 2024 Electric System Bonds are being issued, see “SECURITY AND SOURCE OF PAYMENT FOR THE SERIES 2024 ELECTRIC SYSTEM BONDS” herein and “**APPENDIX D – SUMMARY OF CERTAIN PROVISIONS OF THE ELECTRIC SYSTEM RESOLUTION**” attached hereto.

THE SERIES 2024 ELECTRIC SYSTEM BONDS DO NOT CONSTITUTE A DEBT OF THE CITY OR MLGW WITHIN THE MEANING OF ANY CONSTITUTIONAL, CITY CHARTER OR STATUTORY LIMITATION. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING

POWER OF THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE CITY, IS PLEDGED TO THE PAYMENT OF THE SERIES 2024 ELECTRIC SYSTEM BONDS, AND NO HOLDER OF THE SERIES 2024 ELECTRIC SYSTEM BONDS SHALL HAVE THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWERS OF THE STATE OR THE CITY TO PAY THE SERIES 2024 ELECTRIC SYSTEM BONDS OR THE INTEREST THEREON, AND THE SERIES 2024 ELECTRIC SYSTEM BONDS, INCLUDING THE INTEREST THEREON, ARE LIMITED OBLIGATIONS OF THE CITY AND MLGW AS SET FORTH IN THE ELECTRIC SYSTEM RESOLUTION PAYABLE SOLELY FROM THE ELECTRIC SYSTEM PLEDGED REVENUES. THE SERIES 2024 ELECTRIC SYSTEM BONDS DO NOT CONSTITUTE A CHARGE, LIEN OR ENCUMBRANCE UPON ANY OTHER PROPERTY OTHER THAN THE ELECTRIC SYSTEM PLEDGED REVENUES.

The City, on behalf of MLGW, has previously issued: (i) the Electric System Revenue Bonds, Series 2014, (the “Series 2014 Electric System Bonds”); (ii) the Electric System Revenue Bonds, Series 2016 (the “Series 2016 Electric System Bonds”); (iii) the Electric System Revenue Bonds, Series 2017 (the “Series 2017 Electric System Bonds”); (iv) the Electric System Revenue Bonds, Series 2020A (the “Series 2020A Electric System Bonds”); and (v) the Electric System Revenue Refunding Bonds, Series 2020B (the “Series 2020B Electric System Bonds”), which are currently outstanding in the total aggregate principal amount of \$291,250,000 (collectively, the “Outstanding Electric System Senior Lien Revenue Obligations”). Pursuant to the Master Electric System Resolution, the City, on behalf of MLGW, has previously issued Subordinate Lien Revenue Obligations under the Master Electric System Resolution (the “Electric System Subordinate Lien Revenue Obligations”), however, no Electric System Subordinate Lien Revenue Obligations are currently outstanding. See “SECURITY AND SOURCE OF PAYMENT FOR THE SERIES 2024 ELECTRIC SYSTEM BONDS – Outstanding Electric System Senior Lien Revenue Obligations” herein.

Bond Registrar and Paying Agent

Regions Bank, Nashville, Tennessee, will act as the initial bond registrar and paying agent for the Series 2024 Electric System Bonds (in that capacity, the “Bond Registrar and Paying Agent”).

Continuing Disclosure Undertaking

In order to assist the Underwriters (as defined herein) in complying with Rule 15c2-12 promulgated by the United States Securities and Exchange Commission (the “SEC”) under the Securities Exchange Act of 1934, as amended, and as in effect on the date hereof (the “Rule”), simultaneously with the issuance of the Series 2024 Electric System Bonds, MLGW and the City will enter into a Continuing Disclosure Certificate (the “Disclosure Certificate”) for the benefit of the Beneficial Owners (as defined herein), under which MLGW’s Annual Report (as defined herein) and notices of certain enumerated events (as described in the applicable Disclosure Certificate) will be filed by MLGW, on behalf of the City, with the repository designated by the SEC, presently being the Municipal Securities Rulemaking Board (the “MSRB”), through the Electronic Municipal Market Access system (“EMMA”) in an electronic format prescribed by the MSRB. See “CONTINUING DISCLOSURE UNDERTAKING” herein and “**APPENDIX E – FORM OF THE CONTINUING DISCLOSURE CERTIFICATE RELATING TO THE SERIES 2024 ELECTRIC SYSTEM BONDS**” attached hereto.

Forward-Looking Statements

This Official Statement contains “forward-looking” statements within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended. The statements contained in this Official Statement, including the front cover, the inside cover page and the appendices attached hereto that are not purely historical, are forward-looking statements, including statements regarding MLGW’s or the Board’s expectations, hopes, intentions or strategies regarding the future. Such statements are generally identifiable

by the terminology used such as “plan,” “expect,” “estimate,” “budget,” “project,” “forecast,” “will likely result,” “are expected to,” “will continue,” “is anticipated,” “intend” or other similar words. Prospective investors should not place undue reliance on forward-looking statements. All forward-looking statements included in this Official Statement are based on information available to MLGW and the Board of MLGW on the date hereof, and MLGW, the Board, and the City assume no obligation to update any such forward-looking statements with new forward-looking statements. Such statements may involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance and achievements to be different from future results, performance and achievements expressed or implied by such forward-looking statements. Investors are cautioned that the actual results could differ materially from those set forth in the forward-looking statements.

The forward-looking statements herein are based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in social, economic, business, industry, market, legal and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties, including customers, suppliers and competitors, among others, and legislative, judicial and other governmental authorities and officials. Assumptions related to the foregoing involve judgments with respect to, among other things, future economic, competitive and market conditions and future business decisions, all of which are difficult to predict accurately and many of which are beyond the control of the City, MLGW and the Board of MLGW. Therefore, there can be no assurance that the forward-looking statements included in this Official Statement will prove to be accurate.

IN CONSIDERING THE MATTERS SET FORTH IN THIS OFFICIAL STATEMENT, PROSPECTIVE INVESTORS SHOULD CAREFULLY REVIEW ALL INFORMATION INCLUDED HEREIN TO IDENTIFY ANY INVESTMENT CONSIDERATIONS. PROSPECTIVE INVESTORS SHOULD BE THOROUGHLY FAMILIAR WITH THIS ENTIRE OFFICIAL STATEMENT, INCLUDING THE FRONT COVER PAGE, THE INSIDE COVER PAGE AND THE APPENDICES ATTACHED HERETO AND SHOULD HAVE ASSESSED WHATEVER ADDITIONAL FINANCIAL, DEMOGRAPHIC, OPERATING AND OTHER INFORMATION ANY SUCH INVESTOR MAY DEEM NECESSARY, PRIOR TO MAKING AN INVESTMENT DECISION WITH RESPECT TO THE SERIES 2024 ELECTRIC SYSTEM BONDS.

Prospective Financial and Operating Information

The forecasted financial information and operating data set forth herein has been prepared by the management of MLGW to present the forecasted debt service coverage and forecasted operating data for the Electric Division after issuance of the Series 2024 Electric System Bonds. The forecasted financial information and operating data was prepared, in the view of MLGW’s management, on a reasonable basis, and reflects the best currently available estimates and judgments and presents, to the best of management’s knowledge and belief, the expected course of action and the expected future financial performance of the Electric Division of MLGW. Such forecasted financial information was not prepared with a view towards complying with any applicable guidelines established by the American Institute of Certified Public Accountants with respect to such prospective information. This information is not fact and should not be relied upon as necessarily indicative of future results, and potential investors are cautioned not to place undue reliance on the forecasted financial information or operating data. Neither MLGW’s independent auditors, nor any other independent accountants or professional consultants, have compiled, examined, or performed any procedures with respect to the prospective financial information or operating data contained herein, nor have they expressed any opinion or any form of assurance on such information or its achievability, and assume no responsibility for, and disclaim any association with, such prospective information.

The assumptions and estimates underlying the prospective financial information and operating data are inherently uncertain and, though considered reasonable by the management for the Electric Division of

MLGW as of the date of this Official Statement, are subject to a wide variety of significant business, economic and competitive risks and uncertainties that could cause actual results to differ materially from those forecasted. Accordingly, there can be no assurance that forecasted results are indicative of the future performance of MLGW or that actual results will not be materially higher or lower than those forecasted. Inclusion of the prospective financial information and operating data in this Official Statement should not be regarded as a representation by the City, MLGW, the Underwriters or any other person that the forecasted results will be achieved. MLGW does not generally publish its business plans and strategies or make external forecasts of its anticipated financial position or results of operations. Accordingly, MLGW does not intend to update or otherwise revise the prospective financial information and operating data to reflect changes in general economic or industry conditions or to reflect the occurrence of unanticipated events, even in the event that any or all of the underlying assumptions are shown to be in error. Furthermore, MLGW does not intend to update or revise the prospective financial information and operating data to reflect changes in general economic or industry conditions.

Additional Information

Certain capitalized terms used in this Official Statement not otherwise defined herein shall have the same meanings ascribed to them as set forth in the Electric System Resolution.

MLGW maintains a website at www.mlgw.com and certain social media accounts. Information contained on such website and social media accounts is not part of this Official Statement and such information has not been incorporated by reference herein and should not be relied upon in deciding whether to invest in the Series 2024 Electric System Bonds.

This Official Statement, including the front cover, the inside cover page, and the appendices attached hereto, contain brief descriptions of, among other matters, MLGW, the City, the County, the Series 2024 Electric System Bonds, the security and source of payment for the Series 2024 Electric System Bonds, the Electric System Resolution, and the Disclosure Certificate. Such descriptions and information do not purport to be comprehensive or definitive. The summaries of various constitutional provisions, statutes, the Electric System Resolution, the Series 2024 Electric System Bonds, the Disclosure Certificate and other documents are intended as summaries only and are qualified in their entirety by reference to such documents. References herein to the Series 2024 Electric System Bonds are qualified in their entirety to the form thereof included in the Electric System Resolution.

All references contained in this Official Statement referring to the operating information regarding the Electric Division are qualified by reference in APPENDIX A attached hereto. The audited financial statements of MLGW for the Fiscal Year ended December 31, 2023, is attached hereto as APPENDIX B. The economic and demographic information regarding the City and the County is attached hereto as APPENDIX C. The summary of certain provisions of the Electric System Resolution is attached hereto as APPENDIX D. The form of the Continuing Disclosure Certificate that will be entered into in connection with the issuance of the Series 2024 Electric System Bonds is attached hereto as APPENDIX E. The proposed form of the approving opinions of Co-Bond Counsel that will be delivered in connection with the issuance of the Series 2024 Electric System Bonds is attached hereto as APPENDIX F.

INVESTORS SHOULD CONSIDER THIS ENTIRE OFFICIAL STATEMENT, INCLUDING THE FRONT COVER PAGE, THE INSIDE COVER PAGE AND THE APPENDICES ATTACHED HERETO, IN MAKING AN INVESTMENT DECISION AND SHOULD NOT CONSIDER INFORMATION MORE OR LESS IMPORTANT BECAUSE OF ITS LOCATION. INVESTORS SHOULD REFER TO THE LAWS, REPORTS OR OTHER DOCUMENTS SET FORTH AND DESCRIBED IN THIS OFFICIAL STATEMENT FOR MORE COMPLETE INFORMATION.

PLAN OF FINANCE AND REFUNDING

Series 2024 Electric System Bonds

The Board of MLGW and the City Council authorized the issuance and delivery of the Series 2024 Electric System Bonds in a total aggregate maximum principal amount not to exceed \$200 million on July 17, 2024, and August 6, 2024, respectively. The Series 2024 Electric System Bonds are being issued pursuant to and in accordance with the Act, the City Charter, and the Electric System Resolution to: (i) finance the costs of acquisition, expansion and/or improvements to the Electric System, including the reimbursement of certain costs incurred prior to the issuance of the Series 2024 Electric System Bonds; (ii) current refund, all or a portion of, the Refunded Series 2014 Bonds; and (iii) pay certain costs of issuance related to the Series 2024 Electric System Bonds. See “ESTIMATED SOURCES AND USES OF FUNDS” herein.

Refunded Series 2014 Bonds

Upon delivery of the Series 2024 Electric System Bonds, the Refunded Series 2014 Bonds will be irrevocably designated for redemption on their respective December 1, 2024 redemption dates (or within ninety (90) days of the closing) at their respective prices as set forth and illustrated in the table hereinbelow, plus accrued and unpaid interest to such redemption dates, and provisions will be made by MLGW in the Escrow Agreement (as defined herein) for the giving of notice of redemption of the Refunded Series 2014 Bonds. While DTC, or its nominee, is the registered owner of the Refunded Series 2014 Bonds, such notices will be sent to DTC or its nominee or successor, and neither MLGW nor the City shall be responsible for delivering notices of redemption to DTC Participants or to the Beneficial Owners of the Refunded Series 2014 Bonds. The following table illustrates the maturities and estimated amounts of the Refunded Series 2014 Bonds that will be refunded in connection with the issuance of the Series 2024 Electric System Bonds:

Maturity Date (December 1)	Principal Amount*	Interest Rate	Redemption Date*	Redemption Price
2025	\$3,485,000	5.00%	12/01/2024	100%
2026	3,655,000	5.00%	12/01/2024	100%
2027	3,840,000	4.00%	12/01/2024	100%
2028	3,995,000	4.00%	12/01/2004	100%
2029	4,155,000	4.00%	12/01/2024	100%

* Preliminary, subject to change.

Upon delivery of the Series 2024 Electric System Bonds, and pursuant to an escrow agreement dated the date of delivery of the Series 2024 Electric System Bonds (the “Escrow Agreement”), executed and delivered by and between the MLGW and Regions Bank, Nashville, Tennessee, as escrow agent thereunder (the “Escrow Agent”), MLGW will cause a portion of the proceeds of the Series 2024 Electric System Bonds to be deposited into the “City of Memphis, Tennessee, Electric System Revenue and Revenue Refunding Bonds, Series 2024, Escrow Fund”, a special account of MLGW established under the Escrow Agreement (the “Escrow Fund”), which together with the earnings thereon and other available moneys of MLGW deposited thereto, will be sufficient, to pay and retire the Refunded Series 2014 Bonds through their redemption dates (or within ninety (90) days of the closing).

The Escrow Agent shall invest moneys on deposit in the Escrow Fund to acquire non-callable, direct general obligations of the United States of America Treasury Bonds, Notes, Bills and/or Treasury Strips or State and Local Government Series Securities (the “Government Obligations”). The Government Obligations and the interest earned thereon will be sufficient and will be used, together with cash retained in the Escrow Fund to pay: (i) the redemption prices of the Refunded Series 2014 Bonds on their redemption dates (or within ninety (90) days of the closing); and (ii) the interest on the Refunded Series 2014 Bonds payable on and prior to such redemption dates.

Neither the principal of, redemption premium, if any, nor the interest on the Government Obligations will be available for the payment of the Series 2024 Electric System Bonds. Upon deposit of the Government Obligations and moneys in the Escrow Fund in compliance with provisions of the Master Electric System Resolution pursuant to which the Refunded Series 2014 Bonds were issued, the Refunded Series 2014 Bonds will be deemed paid and all covenants, agreements and obligations of MLGW and the City to the holders of such Refunded Series 2014 Bonds shall cease, terminate and become void and be discharged and satisfied.

MLGW will obtain verification of the sufficiency of the amounts and Government Obligations deposited into the Escrow Fund for the Refunded Series 2014 Bonds, and of certain yields, as necessary.

In addition to the issuance of the Series 2024 Electric System Bonds, the City contemplates issuing Additional Obligations as Senior Lien Revenue Obligations pursuant to the Master Electric System Resolution to finance the costs of additional portions of the Electric Division Capital Improvement Program. See "APPENDIX A – OPERATING INFORMATION REGARDING THE ELECTRIC DIVISION" attached hereto.

ESTIMATED SOURCES AND USES OF FUNDS

The table below illustrates the estimated sources and uses of funds in connection with the issuance of the Series 2024 Electric System Bonds:

SOURCES	SERIES 2024 ELECTRIC SYSTEM BONDS
<u>Bond Proceeds:</u>	
Par Amount	\$
Original Issue Premium/Discount	
Other Available Moneys	
TOTAL	\$
USES	SERIES 2024 ELECTRIC SYSTEM BONDS
<u>Project Fund Deposits:</u>	
Deposit to the Series 2024 Electric System Project Account	\$
Deposit to Series 2024 Electric System Refunding Escrow Fund	
<u>Delivery Date Expenses:</u>	
Costs of Issuance*	\$
TOTAL	\$

* Includes the Underwriters' discount, legal counsel fees, Financial Advisor fees, Rating Agencies fees, printing and mailing expenses, and other costs of issuance with respect to the Series 2024 Electric System Bonds.

Source: Memphis Light, Gas and Water Division.

DESCRIPTION OF THE SERIES 2024 ELECTRIC SYSTEM BONDS

General

The Series 2024 Electric System Bonds will be dated the date of their delivery and will bear interest from the dated date thereof, at the rates set forth on the inside cover page of this Official Statement. Interest on the Series 2024 Electric System Bonds is payable semiannually on June 1 and December 1 of each year, commencing December 1, 2024 (“Interest Payment Date”). Principal on the Series 2024 Electric System Bonds is payable on December 1 of each year, commencing December 1, 2025. Interest on the Series 2024 Electric System Bonds will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

The Series 2024 Electric System Bonds shall be issued as fully registered bonds, without coupons, in authorized denominations of \$5,000 or any integral multiples thereof, and when issued will be registered in the name of Cede & Co. as nominee of DTC to which principal and interest will be paid. DTC will act as securities depository for the Series 2024 Electric System Bonds. So long as the Series 2024 Electric System Bonds are held in book-entry-only form, principal of, premium, if any, and interest on the Series 2024 Electric System Bonds will be paid directly to DTC for distribution to the Beneficial Owners of the Series 2024 Electric System Bonds in accordance with the procedures adopted by DTC.

Payments of principal, premium, if any, and interest on the Series 2024 Electric System Bonds will be paid by the Bond Registrar and Paying Agent to DTC for subsequent disbursement to DTC Participants (as hereinafter defined) who will remit such payments to the Beneficial Owners of the Series 2024 Electric System Bonds. Beneficial Owners of the Series 2024 Electric System Bonds will not receive physical delivery of Series 2024 Electric System Bond certificates except as more fully described herein and in the Electric System Resolution.

Interest on the Series 2024 Electric System Bonds will be paid by wire transfer or by check or draft mailed by the Bond Registrar and Paying Agent on any Interest Payment Date to the person in whose name the Series 2024 Electric System Bonds is registered in the bond registration books kept by the Bond Registrar and Paying Agent as of the close of business on the 15th day of the calendar month preceding any Interest Payment Date (“Registered Owner”). Notwithstanding the foregoing, while the Series 2024 Electric System Bonds are held in the book-entry-only system all principal, premium, if any, and interest will be paid by DTC, or its nominee by wire transfer. See “DESCRIPTION OF THE SERIES 2024 ELECTRIC SYSTEM BONDS – Book-Entry-Only System” hereinbelow.

The Series 2024 Electric System Bonds are subject to redemption prior to maturity at the option of the City based on direction from the Board of MLGW, as set forth and more fully described herein. See “REDEMPTION PROVISIONS FOR THE SERIES 2024 ELECTRIC SYSTEM BONDS” herein.

Book-Entry-Only System

The information in this section concerning DTC and DTC’s book-entry-only system has been obtained from DTC and contains statements that are believed to describe accurately DTC, the method of effecting book-entry transfers of securities distributed through DTC and certain related matters, but neither MLGW, the City, the Financial Advisor, nor the Underwriters take any responsibility for the accuracy or completeness of such statements. Beneficial Owners should confirm the following information with DTC or the DTC Participants.

This section describes how ownership of the Series 2024 Electric System Bonds is to be transferred and how the principal of and interest on the Series 2024 Electric System Bonds are to be paid to and credited by DTC while the Series 2024 Electric System Bonds are registered in its nominee name. The information in

**SECURITY AND SOURCE OF PAYMENT
FOR THE SERIES 2024 ELECTRIC SYSTEM BONDS**

The Electric System

The Electric Division of MLGW serves the City and the County pursuant to a franchise granted by the State in the City Charter. The City holds title to certain real property used in connection with the daily operations of the Electric Division, including easements deemed adequate by MLGW on such properties not required to be held in fee simple. The Electric Division designs, constructs, operates and maintains the Electric System, wherein substantially all the Electric Division's required engineering, design, construction and operation functions are performed by MLGW personnel.

For the Fiscal Year ended December 31, 2023, the total operating revenues of the Electric Division were \$1,381,530,790 and were derived principally from the sale of electricity to an average of 430,579 customers during the same period. The Electric Division's capital construction expenditures for the Fiscal Year ended December 31, 2023, were \$264 million. The Electric Division has \$291,250,000 aggregate principal amount of Outstanding Electric Division Senior Lien Revenue Obligations and no longer has any Subordinate Lien debt outstanding as of the Fiscal Year ended December 31, 2023. See "**APPENDIX A – OPERATING INFORMATION REGARDING THE ELECTRIC DIVISION**" and "**APPENDIX B – AUDITED FINANCIAL STATEMENTS OF MLGW FOR THE FISCAL YEAR ENDED DECEMBER 31, 2023**" attached hereto.

The Electric Division currently purchases all its electricity from the TVA. While there can be no assurance that TVA can or will meet the future power demands of its customers, including the Electric Division, MLGW believes that TVA projections indicate sufficient capacity to meet such demands for the foreseeable future. MLGW is the TVA's largest customer. MLGW's electric power contract provides that the MLGW may sell power to all customers in its service area, except certain federal installations and large consumers, which the TVA may serve directly. The Electric Division, as needed, contracts with independent contractors for certain services such as street lighting, underground conduit construction and pole replacements. See "**FACTORS AFFECTING THE ELECTRIC UTILITY INDUSTRY**" and "**INVESTMENT CONSIDERATIONS**" herein and "**APPENDIX A – OPERATING INFORMATION REGARDING THE ELECTRIC DIVISION**" attached hereto.

Pledge Under the Electric System Resolution

The Series 2024 Electric System Bonds are being issued as general revenue obligations pursuant to the Electric System Resolution and, as such, are limited obligations of the City and MLGW payable solely from and secured by a pledge of the Electric System Pledged Revenues, which is on a parity and equality of lien with respect to the Electric System Pledged Revenues with any Outstanding Electric System Senior Lien Revenue Obligations issued under the Master Electric System Resolution, and any additional Electric System Senior Lien Revenue Obligations hereafter issued thereunder, and such lien is senior in lien and right of payment to any Electric System Subordinate Lien Revenue Obligations issued under the Master Electric System Resolution in the future. The Electric System Pledged Revenues relate solely to the revenues of the Electric Division. The Series 2024 Electric System Bonds are not payable from the revenues of MLGW'S Gas Division or Water Division. See "**APPENDIX D – SUMMARY OF CERTAIN PROVISIONS OF THE ELECTRIC SYSTEM RESOLUTION – Definition of Certain Terms – Pledged Revenues and Flow of Funds – Additional Obligations**" attached hereto.

The Series 2024 Electric System Bonds are not obligations of the TVA or the United States and are not secured by any revenues or property of the TVA or the United States. For a more complete statement of the general covenants and provisions pursuant to which the Series 2024 Electric System Bonds are being

issued, see “**APPENDIX D – SUMMARY OF CERTAIN PROVISIONS OF THE ELECTRIC SYSTEM RESOLUTION**” attached hereto.

Electric System Pledged Revenues

Pursuant to the Master Electric System Resolution, the “Electric System Pledged Revenues” include all Net Revenues of the Electric System and all moneys paid or required to be paid into, and all moneys and securities on deposit from time to time in, the funds and accounts established for the Series 2024 Electric System Bonds under the Electric System Resolution, but excluding amounts in the Revenue Fund required to be used to pay Operating Expenses and any amounts required under the Electric System Resolution to be set aside to pay any rebate obligations to the United States government, including, but not limited to, amounts in the Rebate Fund.

THE ELECTRIC SYSTEM PLEDGED REVENUES RELATE SOLELY TO THE REVENUES OF THE ELECTRIC DIVISION. THE SERIES 2024 ELECTRIC DIVISION BONDS ARE NOT PAYABLE FROM THE REVENUES OF MLGW'S GAS DIVISION OR WATER DIVISION.

Rate Covenant

MLGW covenants in the Master Electric System Resolution to, at all times, prescribe, fix, maintain, and collect rates, fees and other charges for the services and facilities furnished by the Electric System fully sufficient at all times: (a) for 100% of the Operating Expenses and for the accumulation in the Revenue Fund of a reasonable reserve therefor, in an amount, if any, as shall be determined from time to time by MLGW and (b) such that Net Revenues of the Electric System in each Fiscal Year: (i) will equal at least 120% of the Debt Service Requirement on all Senior Lien Revenue Obligations, including the Series 2024 Electric System Bonds, and 100% of the Debt Service Requirement on all other Revenue Obligations then Outstanding, including any Outstanding Subordinate Lien Revenue Obligations, for such Fiscal Year; (ii) will enable MLGW to make all required payments, if any, into the Debt Service Reserve Account and the Rebate Fund and on any Contracts or Other System Obligation; (iii) will enable MLGW to accumulate an amount to be held in the Renewal and Extension Fund, which in the judgment of MLGW is adequate to meet the costs of major renewals, replacements, repairs, additions, betterments, and improvements to the Electric System, necessary to keep the same in good operating condition or as is required by any governmental agency having jurisdiction over the Electric System; (iv) will remedy all deficiencies in required payments into any of the funds and accounts mentioned in the Master Electric System Resolution from prior Fiscal Years; and (v) will permit MLGW to comply with the terms of any agreement that MLGW has entered into to purchase, sell or generate electric power; provided for purposes of (a), (b)(i) and (ii) each category of Net Revenues of the Electric System shall be compared to the required payments with respect to, or for accounts related to, related Operating Expenses, Revenue Obligations, Contracts and Other System Obligations of the Electric System. See “**APPENDIX D – SUMMARY OF CERTAIN PROVISIONS OF THE ELECTRIC SYSTEM RESOLUTION – General Provisions - Rate Covenant**” attached hereto.

Additional Obligations

The City, at the request of the Board of MLGW, may issue additional Senior Lien Revenue Obligations under the Master Electric System Resolution on a parity of lien with the Outstanding Electric System Senior Lien Revenue Obligations, including the Series 2024 Electric System Bonds, upon the satisfaction of certain conditions, including a financial test indicating that:

(a) the historical related Net Revenues of the Electric System for either (i) a period of 12 consecutive months of the most recent 18 consecutive months prior to the issuance of the proposed Additional Obligations or (ii) the most recent audited Fiscal Year, were equal to at least 120% of the maximum Debt

Service Requirement for any Fiscal Year commencing with the first Fiscal Year after the Fiscal Year in which the Additional Obligations are issued on all related Senior Lien Revenue Obligations which will be Outstanding immediately after the issuance of the proposed Additional Obligations and secured on a parity therewith, provided, however, (x) the report or certificate may contain pro forma adjustments to historical related Net Revenues of the Electric System equal to 100% of the increased annual amount attributable to any revision in the schedule of rates, fees, and charges for the services and facilities furnished by the Electric System, imposed prior to the date of delivery of the proposed Additional Obligations and not fully reflected in the historical related Net Revenues of the Electric System actually received during such historical period used; (y) if MLGW or the City has a contract to purchase or otherwise acquire an Acquired System that will become part of the Electric System, the historical Net Revenues of the Electric System may be adjusted to include the anticipated Net Revenues from the Acquired System; and (z) if MLGW has entered into a contract to furnish services of the Electric System that is not fully reflected in the historical Net Revenues of the Electric System, such historical Net Revenues of the Electric System may be adjusted to include the anticipated Net Revenues of the Electric System from such contract; or

(b) the forecasted related Net Revenues of the Electric System (which forecast period can take into account (i) any planned increases in the rates, fees and charges for the services and facilities furnished by the Electric System, (ii) any revenues projected to be received from any Acquired Systems as to which the City or MLGW has entered into a contract to purchase or otherwise acquire, and (iii) any projected savings in Operating Expenses resulting from a purchase of electrical power for distribution and sale during or after the end of any Fiscal Year, to the extent not included in Operating Expenses) in each Fiscal Year during the forecast period (defined as a period beginning with the first Fiscal Year beginning after the later of (y) the Fiscal Year in which any proposed Additional Obligations are to be issued or (z) the Fiscal Year in which any project to be financed with the proceeds of any proposed Additional Obligations is, in the judgment of MLGW, expected to be completed, and ending on the last day of the fifth Fiscal Year thereafter) are expected to equal at least 120% of the Debt Service Requirement during such period on all related Senior Lien Revenue Obligations which will be Outstanding immediately after the issuance of the proposed Additional Obligations and secured on a parity therewith.

The City, at the request of the Board of MLGW, may also issue Additional Obligations under the Master Electric System Resolution on a lien subordinate to the Senior Lien Revenue Obligations under the Master Electric System Resolution upon the satisfaction of certain conditions. See "**APPENDIX D – SUMMARY OF CERTAIN PROVISIONS OF THE ELECTRIC SYSTEM RESOLUTION – Additional Obligations**" attached hereto.

No Debt Service Reserve

MLGW is not required under the Master Electric System Resolution to establish a subaccount of the Debt Service Reserve Account for any Revenue Obligations issued thereunder, and any such subaccount shall only be established if required by the Supplemental Resolution authorizing the issuance of such Revenue Obligations. Accordingly, the Tenth Supplemental Resolution provides that the Debt Service Reserve Requirement for the Series 2024 Electric System Bonds shall be set at \$0.

Pursuant to the Master Electric System Resolution, Additional Obligations issued on a parity of lien with the Series 2014 Electric System Bonds, Series 2016 Electric System Bonds, the Series 2017 Electric System Bonds, the Series 2020A Electric System Bonds, and the Series 2020B Electric System Bonds may be secured by one or more debt service reserve funds, which debt service reserve funds, if any, will not secure the Series 2024 Electric System Bonds.

Limited Obligations

THE SERIES 2024 ELECTRIC SYSTEM BONDS DO NOT CONSTITUTE A DEBT OF THE CITY OR MLGW WITHIN THE MEANING OF ANY CONSTITUTIONAL, CITY CHARTER OR STATUTORY LIMITATION. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE CITY, IS PLEDGED TO THE PAYMENT OF THE SERIES 2024 ELECTRIC SYSTEM BONDS, AND NO HOLDER OF THE SERIES 2024 ELECTRIC SYSTEM BONDS SHALL HAVE THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWERS OF THE STATE OR THE CITY TO PAY THE SERIES 2024 ELECTRIC SYSTEM BONDS, OR THE INTEREST THEREON, AND THE SERIES 2024 ELECTRIC SYSTEM BONDS, INCLUDING THE INTEREST THEREON, ARE LIMITED OBLIGATIONS OF THE CITY AND MLGW AS SET FORTH IN THE ELECTRIC SYSTEM RESOLUTION PAYABLE SOLELY FROM THE ELECTRIC SYSTEM PLEDGED REVENUES. THE SERIES 2024 ELECTRIC SYSTEM DO NOT CONSTITUTE A CHARGE, LIEN OR ENCUMBRANCE UPON ANY OTHER PROPERTY OTHER THAN THE ELECTRIC SYSTEM PLEDGED REVENUES.

Outstanding Electric System Senior Lien Revenue Obligations

The Outstanding Electric System Senior Lien Revenue Obligations are comprised of the Series 2014 Electric System Bonds, the Series 2016 Electric System Bonds, the Series 2017 Electric System Bonds, the Series 2020A Electric System Bonds, and the Series 2020B Electric System Revenue Bonds. See “**APPENDIX A – OPERATING INFORMATION REGARDING THE ELECTRIC DIVISION**” attached hereto. The Outstanding Electric Division Senior Lien Revenue Obligations are outstanding in the aggregate principal amount of \$291,250,000, as set forth and illustrated in the following table:

**MEMPHIS LIGHT, GAS AND WATER DIVISION
ELECTRIC DIVISION
OUTSTANDING SENIOR LIEN REVENUE OBLIGATIONS
(As of June 30, 2024)**

Electric System Revenue Bonds	Original Issue Aggregate Principal Amount	Outstanding Principal Amount
Series 2014 Electric System Bonds*	\$ 71,000,000	\$22,445,000
Series 2016 Electric System Bonds	40,000,000	29,950,000
Series 2017 Electric System Bonds	90,000,000	71,005,000
Series 2020A Electric System Bonds	148,000,000	140,195,000
Series 2020B Electric System Bonds	29,000,000	27,655,000
Total Senior Lien Revenue Obligations	\$378,000,000	\$291,250,000

* On the date of issuance of the Series 2024 Electric System Bonds, a portion of the proceeds of the Series 2024 Electric System Bonds are being used to current refund \$19,130,000 in aggregate principal amount of the Series 2014 Electric System Bonds, which such refunded Series 2014 Electric System Bonds are being legally defeased and scheduled for redemption.

Source: Memphis Light, Gas and Water Division.

ELECTRIC DIVISION LONG-TERM DEBT SERVICE SCHEDULE

The following table illustrates the aggregate Outstanding Electric System Senior Lien Revenue Obligations for MLGW as of December 31, 2023, and the annual debt service requirements for the Electric Division of MLGW in connection with the issuance of the Series 2024 Electric System Bonds:

FISCAL YEAR ENDING	AGGREGATE OUTSTANDING SENIOR LIEN REVENUE OBLIGATIONS DEBT SERVICE ⁽¹⁾			ELECTRIC SYSTEM REVENUE AND REVENUE REFUNDING BONDS SERIES 2024 ⁽²⁾			TOTAL ELECTRIC DIVISION DEBT SERVICE ⁽²⁾		
	Principal Payments	Interest Payments	Total Payments	Principal Payments	Interest Payments	Total Payments	Principal Payments	Interest Payments	Total Payments
December 31									
2024	\$ 12,045,000	\$ 5,252,688	\$ 17,297,688	\$ -	\$ 2,222,925	\$ 2,222,925	\$ 12,045,000	\$ 7,475,613	\$ 19,520,613
2025	9,140,000	9,922,690	19,062,690	8,750,000	9,913,500	18,663,500	17,890,000	19,836,190	37,726,190
2026	9,580,000	9,484,459	19,064,459	9,185,000	9,476,000	18,661,000	18,765,000	18,960,459	37,725,459
2027	10,040,000	9,023,399	19,063,399	9,645,000	9,016,750	18,661,750	19,685,000	18,040,149	37,725,149
2028	10,525,000	8,538,837	19,063,837	10,130,000	8,534,500	18,664,500	20,655,000	17,073,337	37,728,337
2029	11,040,000	8,029,272	19,069,272	10,635,000	8,028,000	18,663,000	21,675,000	16,057,272	37,732,272
2030	15,890,000	7,493,832	23,383,832	6,950,000	7,496,250	14,446,250	22,840,000	14,990,082	37,830,082
2031	16,525,000	6,861,741	23,386,741	7,295,000	7,148,750	14,443,750	23,820,000	14,010,491	37,830,491
2032	17,090,000	6,298,344	23,388,344	7,660,000	6,784,000	14,444,000	24,750,000	13,082,344	37,832,344
2033	17,680,000	5,708,131	23,388,131	8,045,000	6,401,000	14,446,000	25,725,000	12,109,131	37,834,131
2034	18,295,000	5,090,154	23,385,154	8,445,000	5,998,750	14,443,750	26,740,000	11,088,904	37,828,904
2035	13,680,000	4,445,775	18,125,775	8,870,000	5,576,500	14,446,500	22,550,000	10,002,275	32,572,275
2036	14,150,000	3,977,150	18,127,150	9,310,000	5,133,000	14,443,000	23,460,000	9,110,150	32,570,150
2037	11,585,000	3,492,225	15,077,225	9,775,000	4,667,500	14,442,500	21,360,000	8,159,725	29,519,725
2038	5,305,000	3,112,500	8,417,500	10,265,000	4,178,750	14,443,750	15,570,000	7,291,250	22,861,250
2039	5,465,000	2,953,350	8,418,350	10,780,000	3,665,500	14,445,500	16,245,000	6,618,850	22,863,850
2040	5,630,000	2,789,400	8,419,400	11,315,000	3,126,500	14,441,500	16,945,000	5,915,900	22,860,900
2041	5,800,000	2,620,500	8,420,500	11,885,000	2,560,750	14,445,750	17,685,000	5,181,250	22,866,250
2042	5,970,000	2,446,500	8,416,500	12,475,000	1,966,500	14,441,500	18,445,000	4,413,000	22,858,000
2043	6,150,000	2,267,400	8,417,400	13,100,000	1,342,750	14,442,750	19,250,000	3,610,150	22,860,150
2044	6,400,000	2,021,400	8,421,400	13,755,000	687,750	14,442,750	20,155,000	2,709,150	22,864,150
2045	6,655,000	1,765,400	8,420,400	-	-	-	6,655,000	1,765,400	8,420,400
2046	6,920,000	1,499,200	8,419,200	-	-	-	6,920,000	1,499,200	8,419,200
2047	7,195,000	1,222,400	8,417,400	-	-	-	7,195,000	1,222,400	8,417,400
2048	7,485,000	934,600	8,419,600	-	-	-	7,485,000	934,600	8,419,600
2049	7,785,000	635,200	8,420,200	-	-	-	7,785,000	635,200	8,420,200
2050	8,095,000	323,800	8,418,800	-	-	-	8,095,000	323,800	8,418,800
TOTAL	\$272,120,000	\$118,210,343	\$390,330,343	\$198,270,000	\$113,925,925	\$312,195,925	\$470,390,000	\$332,136,268	\$702,526,268

⁽¹⁾ The Series 2014 Electric System Bonds are excluded.

⁽²⁾ Preliminary, subject to change.

Source: Memphis Light, Gas and Water Division.

State of Tennessee Taxes

Co-Bond Counsel also are of the opinion that, under existing law, the Series 2024 Electric System Bonds and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) inheritance, transfer and estate taxes, (b) Tennessee excise taxes on all or a portion of the interest on the Series 2024 Electric System Bonds during the period the Series 2024 Electric System Bonds are held or beneficially owned by any organization or entity other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (c) Tennessee franchise taxes by reason of the inclusion of the book value of the Series 2024 Electric System Bonds in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee. Ownership of the Series 2024 Electric System Bonds or interest thereon may be subject to state or local taxation in jurisdictions other than the State of Tennessee under applicable state or local laws, as to which Co-Bond Counsel express no opinion. Each prospective investor and purchaser of the Series 2024 Electric System Bonds should consult its, his or her own tax advisor regarding the status of the interest on the Series 2024 Electric System Bonds in a particular state or local jurisdiction other than Tennessee.

Changes In Federal and State Tax Law

From time to time, there are legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to under this heading "TAX MATTERS" or adversely affect the market value of the Series 2024 Electric System Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted it would apply to bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value of the Series 2024 Electric System Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Series 2024 Electric System Bonds or the market value thereof would be impacted thereby. Purchasers of the Series 2024 Electric System Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Co-Bond Counsel are based on existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Series 2024 Electric System Bonds, and Co-Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending legislation, regulatory initiatives or litigation.

PROSPECTIVE PURCHASERS OF THE SERIES 2024 ELECTRIC SYSTEM BONDS ARE ADVISED TO CONSULT THEIR OWN TAX ADVISORS PRIOR TO ANY PURCHASE OF THE SERIES 2024 ELECTRIC SYSTEM BONDS AS TO THE IMPACT OF THE CODE UPON THEIR ACQUISITION, HOLDING OR DISPOSITION OF THE SERIES 2024 ELECTRIC SYSTEM BONDS.

APPROVAL OF LEGAL MATTERS

Certain legal matters incident to the authorization, issuance, validity, sale and delivery of the Series 2024 Electric System Bonds are subject to the approving opinions of Bass, Berry & Sims, PLC, Memphis, Tennessee, and The Wade Law Firm, PLLC, as Co-Bond Counsel, whose approving opinions will be delivered concurrently with the issuance of the Series 2024 Electric System Bonds. The legal opinions will speak only as of their dates and subsequent distribution of them by recirculation of this Official Statement or otherwise shall not create any implication that subsequent to the date of the legal opinions Co-Bond Counsel has affirmed its opinions. The proposed text of the legal opinions of Co-Bond Counsel are attached hereto as "**APPENDIX F – PROPOSED FORM OF CO-BOND COUNSEL OPINIONS FOR THE SERIES 2024 ELECTRIC SYSTEM BONDS**" attached hereto. The actual legal opinions to be delivered may vary from the text of **APPENDIX F**, if necessary, to reflect facts and law on the date of delivery of the Series 2024 Electric System Bonds.

No representation is made to the Beneficial Owners of the Series 2024 Electric System Bonds that Co-Bond Counsel has verified the accuracy, completeness or fairness of the statements contained in this Official Statement, and Co-Bond Counsel assumes no responsibility to the Beneficial Owners of the Series 2024 Electric System Bonds except for the matters that will be set forth in their approving opinions.

Certain legal matters will be passed upon for the Underwriters by their counsel, Carpenter Law, PLLC, Memphis, Tennessee, for the City of Memphis by Tannera Gibson, Esquire, Chief Legal Officer/City Attorney, and for MLGW by Jennifer A. Sink, Esquire, Vice-President and General Counsel to MLGW.

The legal opinions to be delivered concurrently with the issuance and delivery of the Series 2024 Electric System Bonds express the professional judgment of the attorneys rendering the opinions regarding the legal issues expressly addressed therein, as of the date of such opinions. By providing legal opinions, the attorneys delivering such opinions do not become insurers or guarantors of the result indicated by that expression of professional judgment with respect to the transaction on which the opinions are delivered, or of the future performance of parties to the transaction. Furthermore, the rendering of an opinion does not guarantee the outcome of any legal dispute that may arise out of the transaction.

FINANCIAL ADVISOR

Stephens Inc., Nashville, Tennessee, is serving as Financial Advisor to MLGW in connection with the issuance and sale of the Series 2024 Electric System Bonds (the "Financial Advisor"). Stephens Inc., in its capacity as Financial Advisor has relied upon the opinions of Co-Bond Counsel and have not verified and do not assume any responsibility for the information, covenants and representations contained in any of the legal documents with respect to the federal or state income tax status of the Series 2024 Electric System Bonds or the possible impact of any present, pending or future actions taken by any legislative or judicial bodies. The information set forth herein has been obtained from MLGW and the City and other sources believed to be reliable, but has not been independently verified by the Financial Advisor.

The Financial Advisor's fee for services rendered with respect to the sale of the Series 2024 Electric System Bonds is contingent upon the issuance and delivery of the Series 2024 Electric System Bonds.

The Financial Advisor has reviewed the information contained in this Official Statement in accordance with, and as part of, their responsibilities to MLGW and, as applicable, to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Financial Advisor does not guarantee the accuracy or completeness of such information.

INDEPENDENT AUDITOR

The basic financial statements of MLGW, including the management discussion and analysis for the Fiscal Year ended December 31, 2023, dated June 26, 2024 (the "Annual Report"), have been audited by Clifton Larson Allen LLP, Nashville, Tennessee, serving as the independent auditor to MLGW (the "Independent Auditor"), and are attached hereto as "**APPENDIX B – AUDITED FINANCIAL STATEMENTS OF MLGW FOR THE FISCAL YEAR ENDED DECEMBER 31, 2023.**"

The Independent Auditor has not been engaged to perform and have not performed, since the date of the Annual Report, any review or analysis of MLGW's audited financial statements addressed within the Annual Report and have not performed any review or analysis of the audited financial statements set forth and more fully described within this Official Statement or the within the appendices attached hereto.

CERTAIN RELATIONSHIPS

The Wade Law Firm, PLLC, Co-Bond Counsel, from time to time, provides other legal services to the City and MLGW. Bass, Berry & Sims, PLC, Co-Bond Counsel, from time to time, provides other legal services to the City and MLGW. Carpenter Law, PLLC, Counsel to the Underwriters, from time to time, provides other legal services to the City and MLGW.

RATINGS

Moody's Investors Service, Inc. and Fitch Ratings, Inc. (together the "Rating Agencies") have assigned ratings of "[]" ([] outlook) and "[]" ([] outlook), respectively, to the Series 2024 Electric System Bonds.

Any explanation of the significance of such ratings may be obtained from the Rating Agencies furnishing the ratings at the following addresses: Moody's Investors Services, Inc., 7 World Trade Center at 250 Greenwich Street, New York, New York 10007; Fitch Ratings, Inc., 33 Whitehall Street, New York, New York 10004. The ratings, including any related outlook with respect to potential changes in such ratings, reflect only the respective views of the Rating Agencies, and an explanation of the significance of such ratings may be obtained from the Rating Agencies furnishing the ratings. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies, and assumptions of its own.

There is no assurance that such ratings will remain unchanged for any given period of time or that they will not be revised downward or withdrawn entirely by the rating agency furnishing the same, if, in its judgment, circumstances so warrant. Any such downward revision or withdrawal of such ratings or other actions by the Rating Agencies, or any of them, may have an adverse impact on the liquidity or market price of the affected Series 2024 Electric System Bonds. Neither MLGW nor the City have undertaken any responsibility to oppose any such revision, suspension or withdrawal.

UNDERWRITING

Raymond James & Associates, Inc. (the "Representative") will enter into a Bond Purchase Agreement by and among the Representative, on behalf of itself and the other underwriters listed on the front cover page of this Official Statement as underwriters for the Series 2024 Electric System Bonds (collectively, the "Underwriters"), the City and MLGW pursuant to which the Underwriters have agreed to jointly and severally purchase the Series 2024 Electric System Bonds at an aggregate purchase price of [\$], representing the principal amount of the Series 2024 Electric System Bonds of [\$] plus a bond premium in the amount of \$, and minus an Underwriters' discount of [\$] (the "Bond Purchase Agreement"). The Bond Purchase Agreement provides that the Underwriters' obligations are subject to certain conditions precedent but that the Underwriters will be obligated to purchase all of the Series 2024 Electric System Bonds if any Series 2024 Electric System Bonds are purchased.

The Bond Purchase Agreement provides that the obligations of the Underwriters to accept delivery of each of the Series 2024 Electric System Bonds are subject to various conditions set forth and more fully described in the Bond Purchase Agreement. The Underwriters reserve the right to join with dealers and other underwriters in offering the Series 2024 Electric System Bonds to the public. The prices and other terms with respect to the offering and sale of the Series 2024 Electric System Bonds may be changed from time to time by the Underwriters after such Series 2024 Electric System Bonds are released for sale. The Series 2024 Electric System Bonds may be offered and sold to certain dealers (including dealers depositing such Series 2024 Electric System Bonds into investment trusts) at prices lower than the public offering prices. Public offering prices may be changed from time to time by the Underwriters.

The City and MLGW will represent to the Underwriters in the Bond Purchase Agreement that (i) the information and statements, including the financial statements of or pertaining to the City or MLGW contained in this Official Statement were and are correct in all material respects, and (ii) insofar as the City or MLGW and their affairs, including their financial affairs are concerned, this Official Statement did not and does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

The Underwriters and their respective affiliates may be full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. Under certain circumstances, the Underwriters and their affiliates may have certain creditor or other rights against the City and/or MLGW in connection with such activities. In the various course of their various business activities, the Underwriters and their respective affiliates, officers, directors, and employees may purchase, sell, or hold a broad array of investments and actively trade securities, derivatives, loans, commodities, currencies, credit default swaps, and other financial instruments for their own account and for the accounts of their customers and such investment and trading activities may involve or relate to assets, securities or instruments of the City and/or MLGW (directly, as collateral securing other obligations or otherwise) or persons and entities with relationships with the City and/or MLGW. The Underwriters and their respective affiliates may also communicate independent investment recommendations, market color or trading ideas and publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long or short positions in such assets, securities and instruments.

CONTINUING DISCLOSURE UNDERTAKING

In order to assist the Underwriters in complying with the Rule, simultaneously with the issuance of the Series 2024 Electric System Bonds, MLGW and the City will enter into the Disclosure Certificate for the benefit of the Beneficial Owners, under which the Annual Report and notices of certain enumerated events (as described in the applicable Disclosure Certificate) will be filed by MLGW, on behalf of the City, with the repository designated by the SEC, presently the MSRB, through EMMA in an electronic format prescribed by the MSRB.

Under the Disclosure Certificate, the City, as an “obligated person” under the Rule, will agree and undertake to cause MLGW to timely file the Annual Report and notices of the occurrence of certain enumerated events with respect to the Series 2024 Electric System Bonds with the repository designated by the SEC, presently being the MSRB through EMMA in an electronic format prescribed by the MSRB, all as more particularly described in the Disclosure Certificate.

These covenants have been made in order to assist the Underwriters in complying with the Rule. Such undertaking shall only apply so long as the applicable Series 2024 Electric System Bonds remain outstanding; provided, however, that the undertaking shall terminate upon the termination of the continuing disclosure requirements of the Rule by legislative, judicial or administrative action and may be amended as provided in the Disclosure Certificate.

In the period beginning five years prior to the date of this Official Statement to the dated date of this Official Statement (the “Compliance Period”), MLGW believes that it has complied, in all material respects, with its continuing disclosure undertakings and has not failed to comply in any material respect with any previous undertaking with regards to the Rule to provide the Annual Report and other certain annual financial information and material event notices.

The City previously entered into various continuing disclosure undertakings with its underwriters, as an “obligated person” under the Rule. During the Compliance Period, the City believes that it has complied, in all material respects, with its continuing disclosure undertakings, except: (i) the City entered into certain sewer and stormwater drawdown loans on or about October 13, 2021, March 19, 2024, and March 26, 2024, respectively, and notice of the incurrence of such loans was filed on November 30, 2021, May 16, 2024, and May 30, 2024, respectively (and prior to any draws by the City on all or some of such loans); and (ii) due to their unavailability, the City did not timely file audited financial information for the City’s Fiscal Year 2021, Fiscal Year 2022, and Fiscal Year 2023, due on December 30 pursuant to certain prior continuing disclosure undertakings, through filing certain unaudited financial information for such Fiscal Years which was timely submitted in each instance. Audited financial information for the City’s Fiscal Year 2021, Fiscal Year 2022 and Fiscal Year 2023, was filed on January 5, 2022, March 10, 2023, and January 2, 2024, respectively.

MLGW and the City each have a system in place for compliance with its outstanding continuing disclosure obligations under similar undertakings, certificates, or related agreements. See “**APPENDIX E – FORM OF THE CONTINUING DISCLOSURE CERTIFICATE RELATING TO THE SERIES 2024 ELECTRIC SYSTEM BONDS**” attached hereto.

MISCELLANEOUS

The references, excerpts and summaries of all documents referred to in this Official Statement do not purport to be complete statements of the provisions of such documents and reference is directed to all such documents for full and complete statements of all matters of fact relating to the Series 2024 Electric System Bonds, the security for and the source for repayment for the Series 2024 Electric System Bonds and the rights and obligations of the bondholders.

The information contained in this Official Statement, including the front cover page, the inside cover page, and the appendices attached hereto, has been obtained from representatives of MLGW and the City from public documents, records and other sources considered to be reliable. The Underwriters and the Financial Advisor have reviewed the information contained in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters or the Financial Advisor do not guarantee the accuracy or completeness of such information contained in this Official Statement.

Use of the words “shall” or “will” contained in this Official Statement or in summaries of documents to describe future events or continuing obligations is not intended as a representation that such event or obligation will occur but only that the document contemplates or requires such event to occur or obligation to be fulfilled. Neither this Official Statement nor any statement which may have been made orally or in writing is to be construed as a contract with the Beneficial Owners of the Series 2024 Electric System Bonds.

[Signatures on the Following Page]

**AUTHORIZATION OF AND CERTIFICATION
REGARDING THE OFFICIAL STATEMENT**

The execution and delivery of this Official Statement by the Mayor of the City and President and Chief Executive Officer of MLGW, including the distribution and use of this Official Statement by the Underwriters in connection with the public offer and sale of the Series 2024 Electric System Bonds, have been duly authorized and approved by the City Council and the Board of MLGW.

CITY OF MEMPHIS, TENNESSEE

By: _____
Paul A. Young
Mayor

MEMPHIS LIGHT, GAS AND WATER DIVISION

By: _____
Doug McGowen
President and Chief Executive Officer

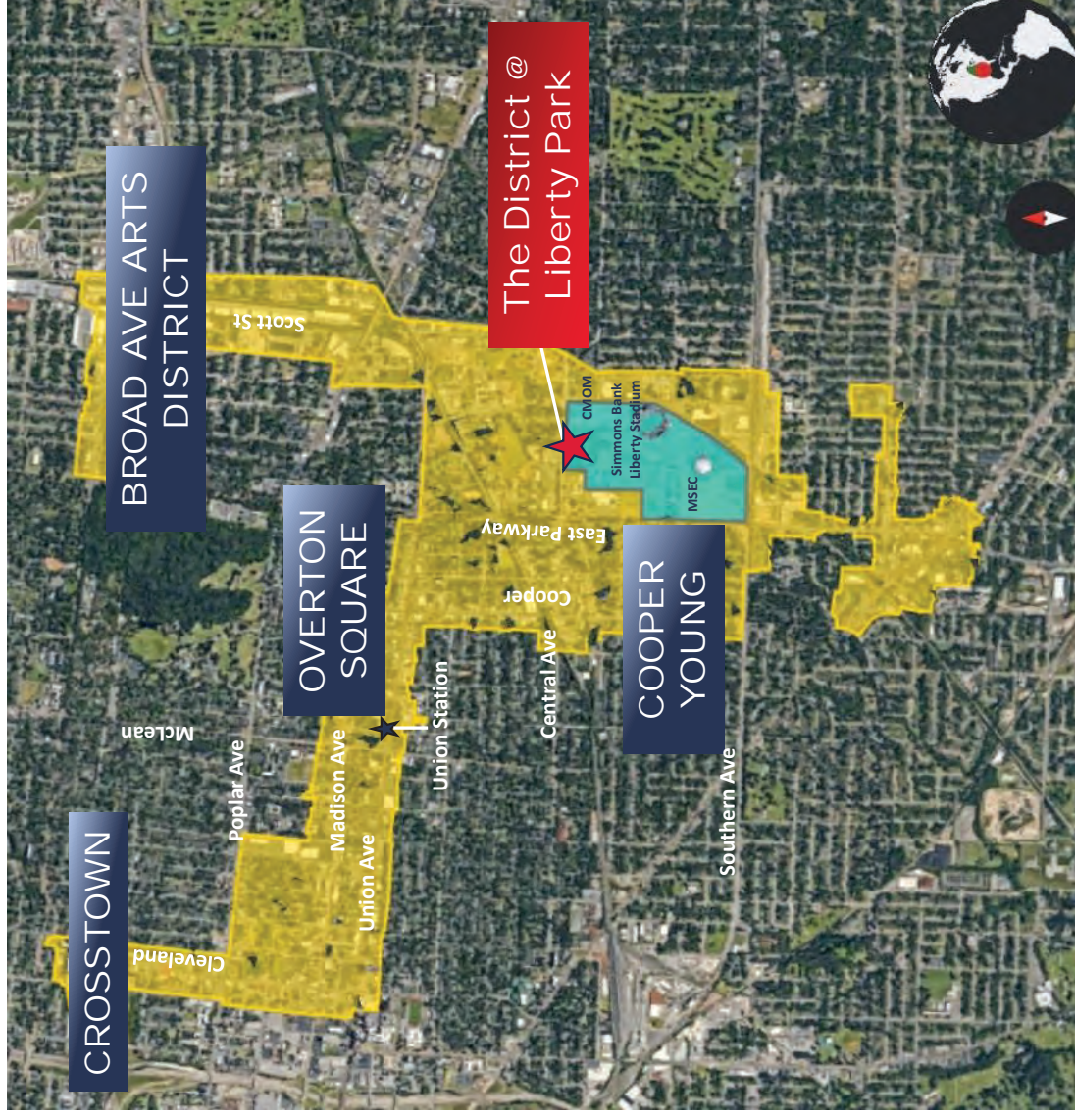


Council Briefing – July 2024

LIBERTY PARK – Mid Town TDZ

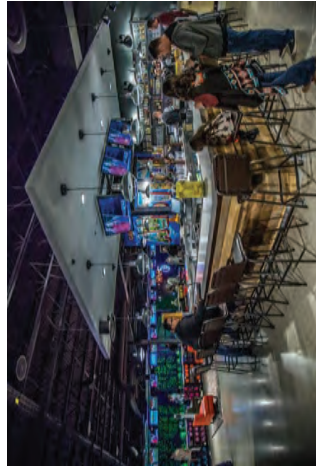
As the Mid-South Fairgrounds, Liberty Park has occupied 168-acres in Midtown Memphis Since 1897. The transformation to “Liberty Park” began in 2017:

- Anchors the Midtown “Tourism Development Zone” approved in 2018
- Master planned to be a sports tourism anchored mixed-use development
- Sales tax increment and surcharge are dedicated to operating and capital costs without taxing City budgets
- City-controlled campus oversight outsourced to professional asset managers





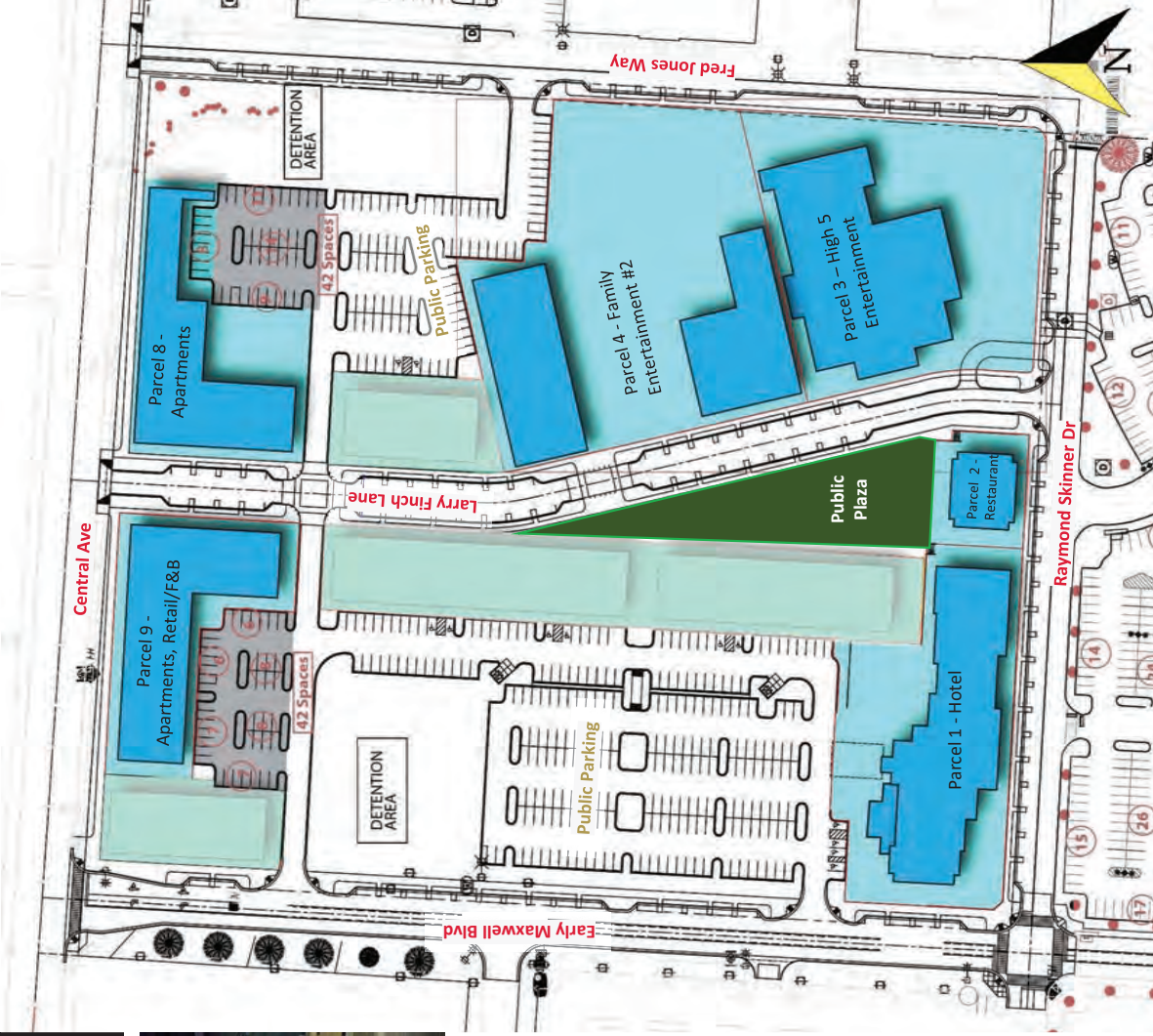
The District @ Liberty Park



MERCHANDISING PLAN:

- ✓ 2 hotels with restaurant & bar (Parcel 1)
- ✓ 200 apartments (Parcels 8 & 9)
- ✓ 45,000 SF of Family Entertainment Concepts (Parcels 3 & 4)
- ✓ 12,000 SF of retail/F&B (Parcel 9)
- ✓ 3,500 SF of restaurant (Parcel 2)

Building areas shown in green could be developed in a possible future phase.

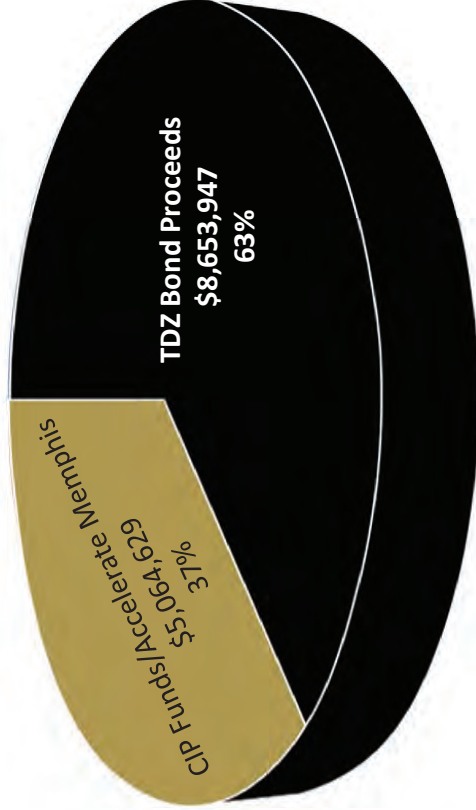




City Investment at The District at Liberty Park

The District Sources of Funds

Total \$13,718,576



Public Infrastructure

- ✓ All new utility services to the area – sanitary sewer, gas, water, electric (*does not include connections to buildings*)
- ✓ New main road – Larry Finch Lane (includes curb, gutter & sidewalks)
- ✓ Major improvements to Early Maxwell Blvd
- ✓ Minor improvements to Fred Jones Way & Raymond Skinner Rd
- ✓ Public plaza (event programming to be paid for with CAM fees)
- ✓ Traffic Light at Central & Early Maxwell (just completed!)

Converting 18 acres of Green Land to a Business District

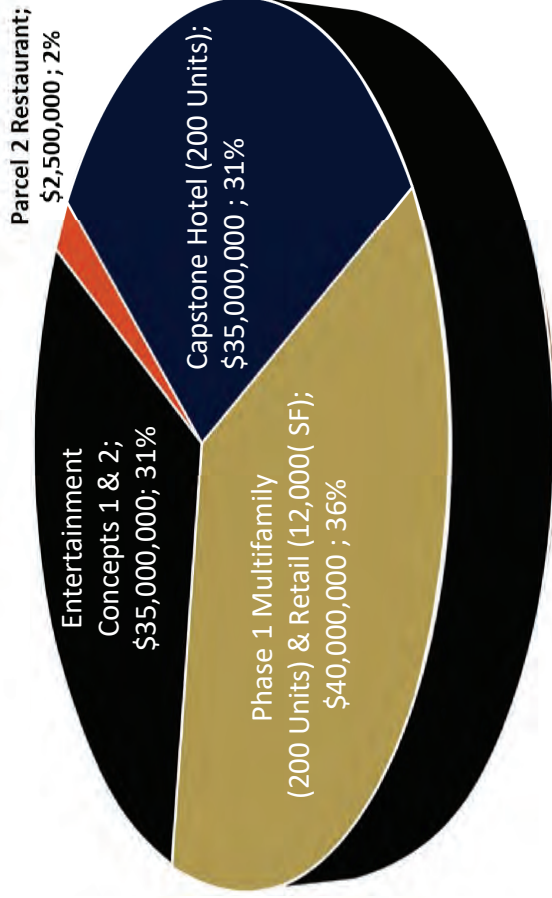
- ✓ Mass grading
- ✓ Providing developers with “build-ready” pads
- ✓ Stormwater drains & detention pond
- ✓ New public parking lots & Dedicated parking for multi-family development
- ✓ Lights & landscaping

Annual Rents on Ground Leases that will repay over \$6.3 M (46%) of site prep costs



Private Investment at The District at Liberty Park

Private Investment in The District @ Liberty Park
Total for Phase 1 - \$112,500,000



What the City gets in return:

- ✓ City's \$13.7 M investment yields \$112.5 million in private investment
(TDZ Statute requires a minimum of \$50 M to qualify as TDZ)
- ✓ That's a 1:8 investment ratio
- ✓ Annual Rents on Ground Leases that will repay City over \$6.3 M (46%) of site prep costs
- ✓ Annual Common Area Maintenance (CAM) Fees to maintain both The District & the overall Campus, including security
- ✓ Liberty Park will become self-sustaining in terms of maintenance
- ✓ New jobs
- ✓ New sales tax revenue to pay Annual TDZ Debt Service of \$3.6 M
(debt service runs through FY 2052)



TDZ Repayment Schedule

TDZ BOND REPAYMENT SCHEDULE

LIBERTY PARK

DSRF Beginning Balance: 4,000,000

Tourism Surcharge

2.00%

FAIRGROUNDS TDZ REVENUE

FY	Debt Service	Capitalized Interest	Net DS	Gross Collected	TDZ Net Paid	DSRF	Interest Earnings	Tourism Surcharge	City Approp.	DS Payment	Excess	PY Excess
2022	1,659,497	(1,659,497)	-	-	-	-	-	-	-	-	-	-
2023	1,810,360	(1,810,360)	-	-	-	-	-	-	-	-	-	-
2024	2,309,228	(1,809,228)	500,000	621,356	608,222	-	227,083	-	-	500,000	335,305	-
2025	3,477,643		3,477,643	966,840	946,403	2,005,935		190,000	-	3,477,643	-	335,305
2026	3,469,471		3,469,471	1,309,900	1,282,212	1,912,259		275,000	-	3,469,471	-	-
2027	3,616,429		3,616,429	1,729,182	1,692,631	81,806		378,885	1,463,107	3,616,429	-	-
2028	3,617,521		3,617,521	3,337,827	3,267,274	-		777,460	-	3,617,521	427,212	-
2029	3,618,232		3,618,232	4,501,456	4,406,307	-		1,065,772	-	3,618,232	1,853,847	427,212
2030	3,614,386		3,614,386	4,617,428	4,519,827	-		1,094,506	-	3,614,386	1,999,947	1,853,847
Total	27,192,767	5,279,085	21,913,682	17,083,989	16,722,876	4,000,000	227,083	3,781,624	\$ 1,463,107	21,913,682	4,281,007	1,853,847

DSRF Ending Balance: -

NOTE: Projected revenue figures primarily reflect organic growth, as certain establishments within the project area are not yet operational, or recently became operational. As a result, projections may not fully encompass the potential impact of MSEC and Simmons Bank Liberty Stadium. These figures are subject to adjustment as new establishments become operational, and future reports incorporate their contributions to provide a comprehensive overview of the financial landscape.

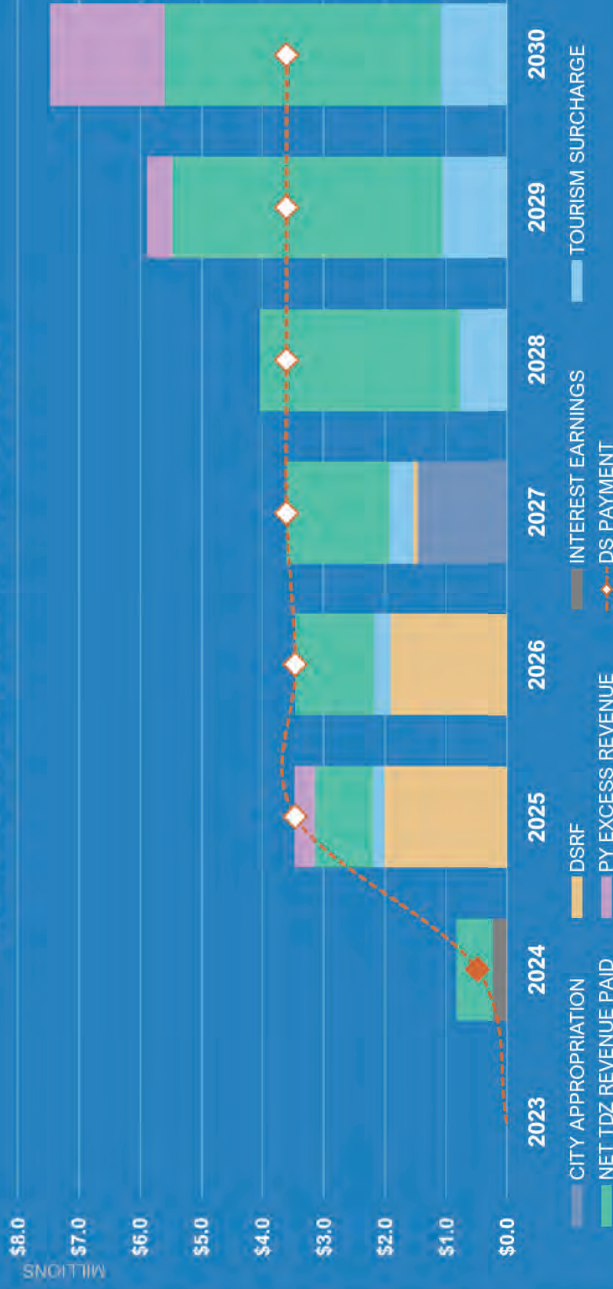


Sales Tax Increment Beyond Debt Repayment

Liberty Park Memphis, TN



FAIRGROUNDS TDZ REPAYMENT SCHEDULE



2.00%
Tourism Surcharge Rate

\$1,463,107
Estimated City Appropriation
2024 - 2030



Capstone Development / M&M – Hotel & Multifamily



Norm Jenkins
President

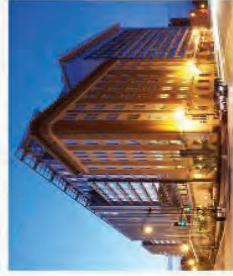


Darren Linnartz
Managing Partner



James Maclin

Capstone has developed over two million square feet of urban real estate including hospitality, residential, and mixed-use projects. We have extensive experience in the creation and successful execution of public-private partnerships, and constructive engagement with diverse communities of stakeholders where our projects are located. Capstone’s pipeline of future development is comprised of over two million square feet of unique, urban projects



Marriott Marquis
Washington, DC



Courtyard & Residence Inn Washington
Downtown/Convention Center



Lurgan Apartments
Washington, D.C.



Westin National Harbor
National Harbor, MD



Hyatt Place Georgetown/West End
Washington, D.C.



Residence Inn
Birmingham, AL



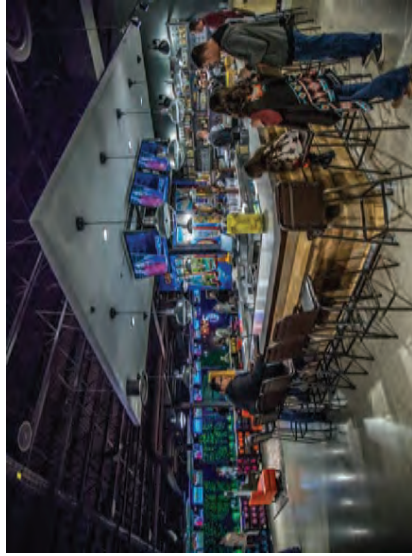
Spring-Hill Suites Bakery Square
Pittsburgh, PA



DoubleTree Largo
Largo, MD



High 5 Entertainment – Family Entertainment



Scott Emley
Owner High 5 Entertainment Group

A “High 5” is a universal symbol of celebration – fitting for one of the most renowned companies in the experiential entertainment center industry. Originated in the popular town of Austin, Texas, High 5 offers a wide variety of fun activities for people of all ages, complemented with a delicious full-service scratch kitchen and craft bar. High 5 attractions include bowling, state-of-the-art arcade, laser tag, mini golf, escape rooms, virtual reality, axe throwing, and golf simulators. and a full-service restaurant, making it the perfect destination for families, friends, and groups looking to have a good time. Best of all, our ultimate differentiator is our “High 5” to the communities we serve – supporting and benefiting numerous local youth organizations, municipal organizations, and non-profits, firmly engraining High 5 as the “go-to” entertainment destination. Per High 5’s trademark





Table of Basic Terms

	Capstone Development, LLC		High 5 Entertainment
Use	Multifamily	Hotel	Family Entertainment
Rent	\$77,847.17	\$34,958.31	\$17,756.60
Escalators*	4.00%	4.00%	4.00%
Projected Sales Tax Increment (0.9785%)	\$60,451.00	\$598,660.00	\$599,451.00
Sales Tax Surcharge	City will administer a blanket 2% sales tax surcharge on all Liberty Park Tenants (excludes CMOM)		



Common Area Maintenance Overview

All common areas within the Liberty Park Campus will be maintained by the City of Memphis.

Each tenant is responsible for paying a pro-rata share of insurance & common area maintenance to make Liberty Park a vibrant, well-maintained campus.





“Micro” CAM refers to services provided within The District at Liberty Park, and are paid by Tenants within this 18-acre site. Similarly, other Tenants will have site-specific costs that will be paid at the Tenant’s expense.

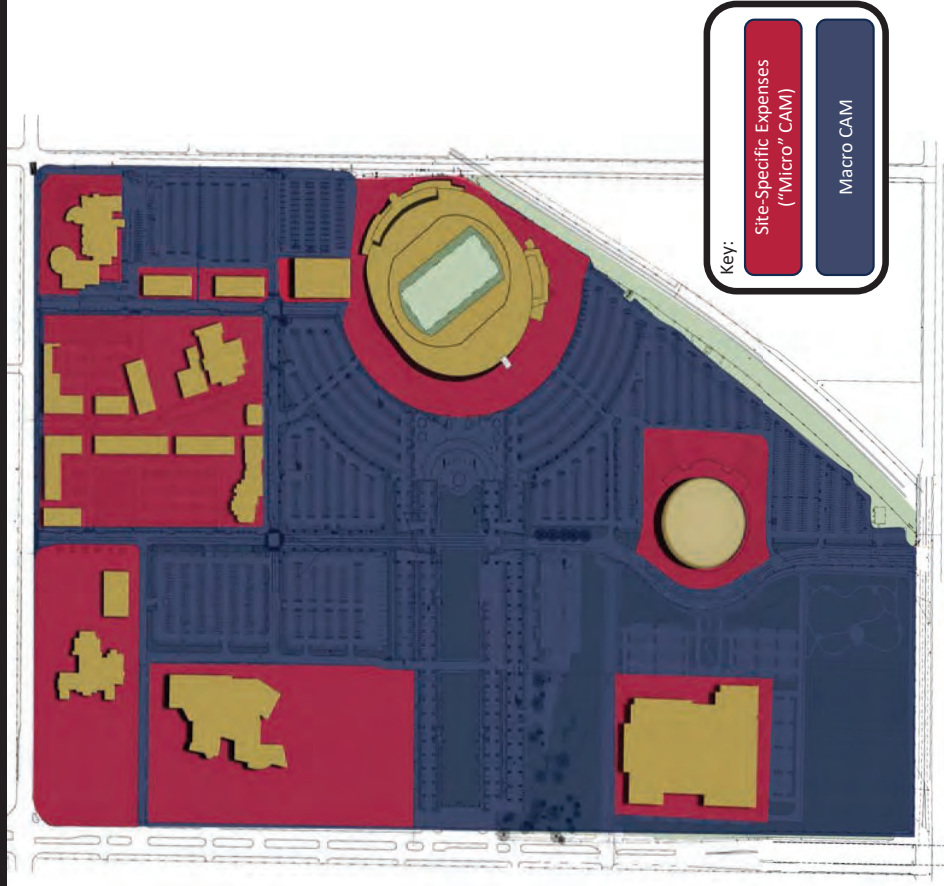
“Macro” CAM refers to services provided to the broader Liberty Park Campus, and are paid by all Tenants within the entire Campus.



Macro CAM Services

Routine day-to-day maintenance of the broader Liberty Park Campus, including but not limited to the following:

-  Security
-  Landscaping
-  Trash Removal
-  Routine Maintenance
-  Campus Activation



Event-related services will be compensated through additional fees paid by the event operator.



Public and Private PDO Investments

Public Investment	
TDZ Bond Proceeds	\$ 8,653,947
CIP Funds/Accelerate Memphis	\$ 5,064,629
Total	\$13,718,576
Ground Lease Annual Rents will repay City	\$ 7,409,103

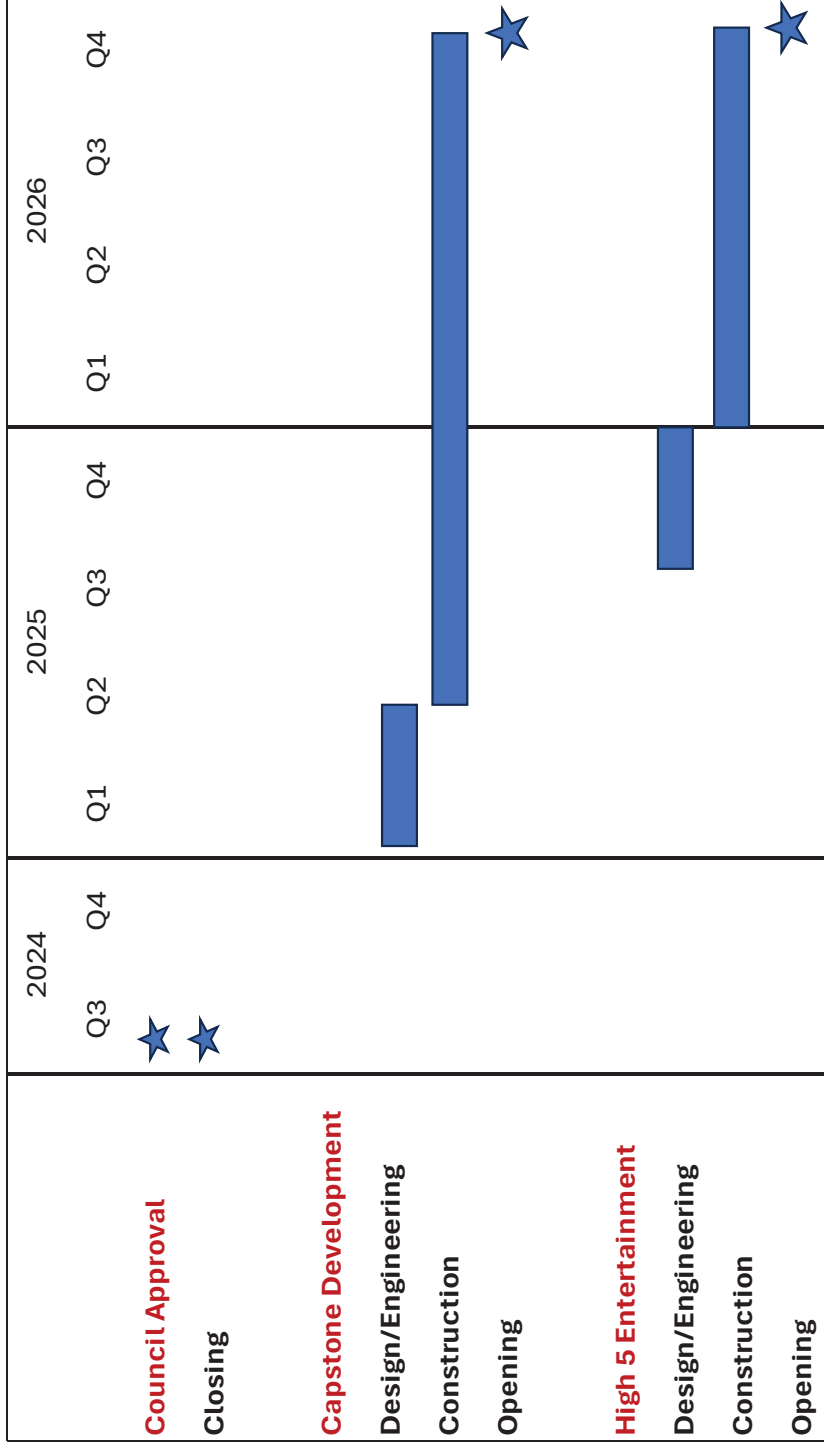
Private Investment	
Capstone Hospitality	\$32 Million
Capstone Multifamily/Retail	\$40 Million (single budget)
Entertainment Concept 1 & 2	\$25 Million
Parcel 2 Restaurant	\$15 Million
Retail Phase 2	N/A
Total	\$ 112 Million

Infrastructure Provided by City
 All new utility service to the 18 acres of The District (none existing)
 Includes sanitary sewer, stormwater, gas, water & electrical lines
 Does not include connections to buildings
 New road (Larry Finch Lane), sidewalks & traffic light (completed)
 Improvements to 3 existing streets (Early Maxwell, Fred Jones & Skinner)
 Public plaza, parking lots, streetlights & landscaping
 Providing developers with “build-ready” pads

What the City Receives
 Sales Tax Revenue for TDZ Debt Service
 Annual Rent
 CAM fees to maintain The District & the Campus
 Jobs



Next Steps



TDZ Revenue is distributed by State to City the year ***after*** it is generated.

Incremental sales tax revenue generated during FY25 will be available for debt service in FY26.



THE DISTRICT AT LIBERTY PARK

EXECUTIVE SUMMARY OF GROUND LEASES FOR

- 1) A "SINGLE-FLAG" HOTEL
- 2) A MIXED-USE DEVELOPMENT OF MULTI-FAMILY RESIDENTIAL AND RETAIL
- 3) A FAMILY ENTERTAINMENT CENTER

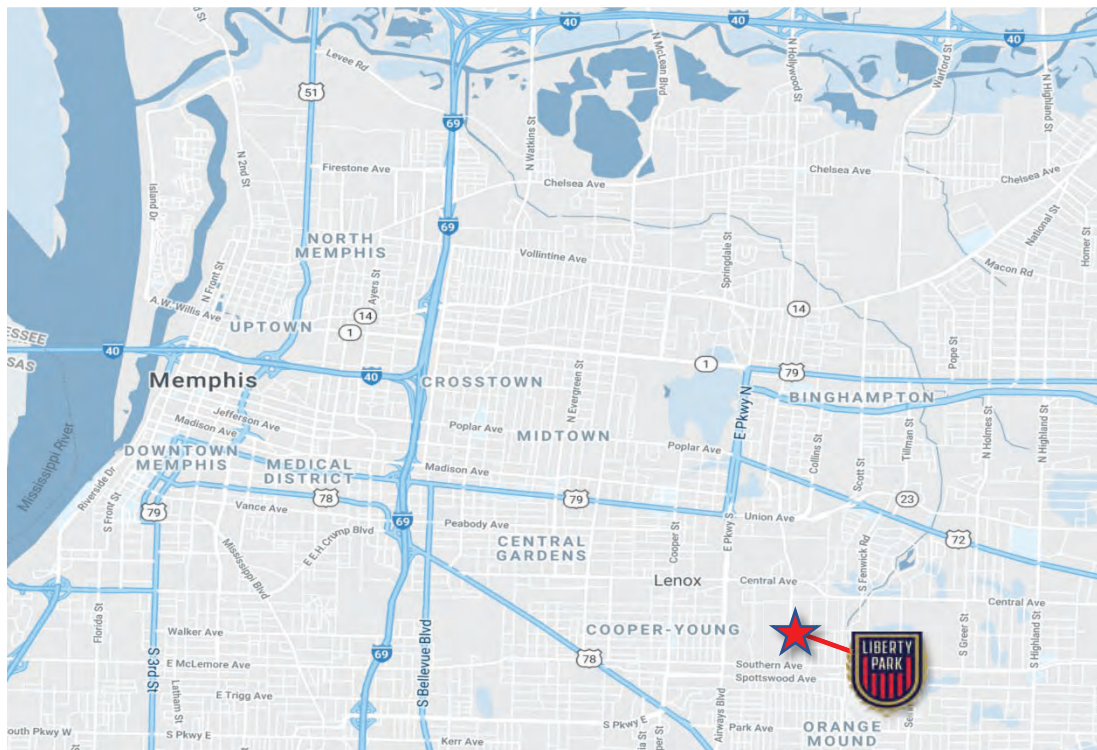


CAPSTONE
DEVELOPMENT

HIGH5
Good Times. Good Vibes.

Liberty Park is a 168-acre sports tourism campus featuring youth, amateur, collegiate, and professional sports venues along with a wide variety of entertainment programming. The campus is the result of several years and over \$500 million in public/private investment, driven by the City of Memphis.

The District at Liberty Park is an 18-acre mixed-use entertainment and hospitality area within Liberty Park. It is planned to include hotels, restaurant and entertainment uses, and 24/7 occupancy in residences above the retail. The City has already constructed all rights of way, parking lots, and utility infrastructure and will also construct sidewalks, landscaping and a central plaza for public use.



These mixed-use businesses within The District generate a significant portion of the **sales tax revenue increment required** to service the TDZ Bonds used to fund multiple projects within Liberty Park. Furthermore, the administration will **seek Council approval to apply a 2% sales tax surcharge in all Qualified Public Use Facilities within Liberty Park**, which includes all businesses within The District, as authorized under the TDZ Statute (the **“TDZ Sales Tax Surcharge”**). The Surcharge will serve as a supplemental source for TDZ Bond debt service and will also be used for capital improvements to the Liberty Park campus.



Parcels shown in green are not currently expected to be developed during this phase.

FIGURE A: The District at Liberty Park Map

1) A “SINGLE-FLAG” HOTEL

2) A MIXED-USE DEVELOPMENT OF MULTI-FAMILY RESIDENTIAL AND RETAIL



Norm Jenkins



Darren Linnartz



James Maclin

Capstone Development, a Maryland LLC, is a real estate development and investment firm. Capstone was founded in 2009 by and is currently led by its president Norman Jenkins, a former senior executive and corporate officer of Marriott International, Inc. Capstone has an active corporate development portfolio of over two million square feet of urban real estate including hospitality, residential, and mixed-use projects, including the Courtyard & Residence Inn near the Washington, D.C. Convention Center and the Westin National Harbor hotel in Maryland. Capstone also has an additional two million square feet in their development pipeline.



Marriott Marquis
Washington, DC



Courtyard & Residence Inn Washington
Downtown/Convention Center



Lurgan Apartments
Washington, D.C.



Westin National Harbor
National Harbor, MD



Hyatt Place Georgetown/West End
Washington, D.C.



Residence Inn
Birmingham, AL



SpringHill Suites Bakery Square
Pittsburgh, PA



DoubleTree Largo
Largo, MD

Hotel Ground Lease Highlights:

Project Description

City will enter into a ground lease with Capstone Development, LLC for a single 150-key, hotel within one building on a designated site within The District at Liberty Park. The brand will include limited-service program offerings. Capstone Development, LLC plans to sublease space on the first floor of the hotel to a full-service restaurant tenant and on the upper-level rooftop deck for a cocktail lounge and entertainment use.

Leased Premises

The Hotel location is labeled Parcel 1 on the map in **Figure A**. City is responsible for delivering a pad-ready site.

Term

The initial term of the ground lease is thirty (30) years. The lease provides for four (4) ten-year automatic renewal options. The renewal options are triggered by notice received by City from Tenant.

Annual Ground Lease Payment

The initial annual payment is currently projected to be **\$34,958.31 per year with a 4.0% escalation increase beginning on the 5th anniversary of the Rent Commencement Date and every five (5) years thereafter**. The rent payment is primarily designed to allow City to recover costs of infrastructure improvements made and funded by City. Secondary use of ground lease payments is to supplement maintenance and activation of the Liberty Park campus.

Parking

There are no dedicated parking spaces planned for the hotel staff or guests. Non-dedicated parking spaces are provided within The District. Spillover parking into the surrounding Liberty Park parking lots is expected and will be available most days, except for large event days for which alternative arrangements will be put in place for hotel guests and staff.

Sales Tax Surcharge Rebate

Capstone Development, LLC may apply to City to have the TDZ Surcharge generated within the hotel from its room rental and services allocated back to the hotel for debt service on construction loans. City, at its discretion, will allocate to Capstone Development, LLC a portion of the TDZ Surcharge. This will mirror the structure of the hotel site-specific TDZs that have been used at Downtown hotels.

**Additional shared terms among all three lease agreements are on page 8.*

Multifamily Ground Lease Highlights:

Project Description

City will enter into a ground lease with Capstone Development, LLC for a mixed-use development consisting of approximately two hundred (200) residential units and twelve thousand (12,000) square feet of ground-level retail space on a site designated within The District at Liberty Park.



Leased Premises

The Multifamily location is labeled as Parcels 8 and 9 on the map in **Figure A**. City is responsible for delivering pad-ready sites.

Term

The initial term of the ground lease is thirty (30) years. The lease provides for six (6) ten-year renewal options. The renewal options are triggered by notice received by City from Tenant.

Annual Ground Lease Payment

The initial annual payment is currently projected to be **\$77,847.17 per year with a 4.0% escalation increase beginning on the 5th anniversary of the Rent Commencement Date and every five (5) years thereafter**. The rent payment is primarily designed to allow City to recover costs of infrastructure improvements made and funded by City. Secondary use of ground lease payments is to supplement maintenance and activation of the Liberty Park campus.

Parking

206 dedicated parking spaces will be provided for apartment residents, with spillover parking available for employees and visitors throughout The District. Additional spillover parking into the surrounding Liberty Park parking lots is expected and will be available most days, expect for large event days.

3) A FAMILY ENTERTAINMENT CENTER



Scott Emley

Owner, High 5 Entertainment Group

A “High 5” is a universal symbol of celebration – fitting for one of the most renowned companies in the experiential entertainment center industry. Originating in the popular town of Austin, Texas, High 5 offers a wide variety of fun activities for people of all ages, complemented with a delicious full-service scratch kitchen and craft bar. High 5 attractions include bowling, state-of-the-art arcade, laser tag, mini golf, escape rooms, virtual reality, axe throwing, and golf simulators. and a full-service restaurant, making it the perfect destination for families, friends, and groups looking to have a good time. Best of all, our ultimate differentiator is our “High 5” to the communities we serve – supporting and benefitting numerous local youth organizations, municipal organizations, and non-profits, firmly engraining High 5 as the “go-to” entertainment destination.

Family Entertainment Center Ground Lease Highlights:

Project Description

City will enter into a ground lease with High Five Entertainment for a Family Entertainment Center offering the following programming: arcade, bowling, laser tag, escape rooms, axe throwing, virtual reality, among others.

Leased Premises

The Family Entertainment Center location is labeled as Parcel 3 on the map in **Figure A**. City is responsible for delivering a pad-ready site.

Term

The initial term of the ground lease is thirty (30) years. The lease provides for four (4) ten-year renewal options. The renewal options are triggered by notice received by City from Tenant.

Annual Ground Lease Payment

The initial annual payment is currently projected to be **\$17,756.60 per year with a 4.0% escalation increase beginning on the 5th anniversary of the Rent Commencement Date and every five (5) years thereafter**. The rent payment is primarily designed to allow City to recover costs of infrastructure improvements made and funded by City. Secondary use of ground lease payments is to supplement maintenance and activation of the Liberty Park campus.

Parking

There are no dedicated parking spaces planned for the hotel staff or guests. Non-dedicated parking spaces are provided within The District. Spillover parking into the surrounding Liberty Park parking lots is expected and will be available most days, expect for large event days for which alternative arrangements will be put in place for hotel guests and staff.



Terms Common in All Three Ground Leases:

Structure

The lease is triple-net with the Tenant being directly responsible for property taxes (as assessed after any PILOTs, reductions, or incentives which might be awarded by appropriate agencies), building insurance, and maintenance for the Property, in addition to rent and utilities.

Transfer of Ground Lease

In the event that the Tenant should elect to voluntarily transfer its rights under the Ground Lease, City shall have the right to approve the transfer, not to be unreasonably withheld.

City has a first right of first offer (ROFO) in the event that Tenant's lender wants to sell its leasehold interest in the Ground Lease in a foreclosure transaction or after receiving a voluntary assignment of the Lease and the leasehold estate in lieu of a foreclosure.

The Tenant has the Right of First Offer to acquire the leased area from City should City decide to sell the leased area.

PILOT

It is the City's understanding that the Developer will seek a PILOT through DMC.

Common Area Maintenance

All common areas within The District at Liberty Park will be maintained by the City of Memphis, likely through a contracted entity.

The Tenant will be responsible for paying a pro-rata of share insurance and common area maintenance expenses for The District (the "District CAM" or "Micro CAM"). Examples of common area maintenance include security, landscaping, routine maintenance, trash removal, etc.

Recognizing the value in maintaining a vibrant, well-maintained Liberty Park campus, Tenant will also contribute a pro-rata share of common area maintenance expenses for the broader Liberty Park campus (the "Park CAM" or "Macro CAM"). Examples of common are maintenance are similar to those offered within The District but would also include campus activation programming as well.

Both CAM payments will be subject to annual year-end reconciliation.

GROUND LEASE

by and between

CITY OF MEMPHIS,

a municipal corporation and political subdivision of the State of Tennessee,

as Landlord,

and

HIGH FIVE ENTERTAINMENT, LLC

a Texas limited liability company,

as Tenant

Dated as of [_____], 2024

1. **Grant.** 1
2. **Term.** 2
3. **Use.** 2
4. **Rent.** 4
5. **Improvements/Mechanic's Lien.** 4
6. **Real Estate Taxes.** 5
7. **Common Area Maintenance Charges.** 9
8. **Insurance.** 9
9. **Indemnity.** 10
10. **Compliance with Laws and Ordinances.** 11
11. **Landlord's Access to Property.** 11
12. **Assignment and Subletting.** 11
13. **Maintenance, Repairs, and Replacements.** 13
14. **Casualty.** 14
15. **Condemnation Proceedings and Dedications.** 15
16. **Default/Remedies.** 16
17. **Intentionally Deleted.** 17
18. **Nondisturbance of Subtenants by Landlord.** 17
19. **Tenant's Right to Mortgage.** 17
20. **Landlord's and Tenant's Certificates.** 20
21. **Intentionally Deleted.** 20
22. **Parking.** 20
23. **Marketing.** 21
24. **Quiet Enjoyment.** 21
25. **Recording of Lease.** 21
26. **Inability to Perform.** 21
27. **Notices.** 21
29. **Intentionally Deleted.** 22
30. **Intentionally Deleted.** 22

31. Brokers.....	22
32. Representations and Warranties.....	22
33. Surrender at End of Term.	24
34. Easements	24
35. Miscellaneous.....	25
36. Tenant Right of First Offer.....	29

LIST OF EXHIBITS:

Exhibit A	Site Description
Exhibit B	Property Description
Exhibit C	Tenant’s Work
Exhibit D	Insurance
Exhibit E	<i>Reserved</i>
Exhibit F	Landlord’s Work
Exhibit G	Surveyor’s Certification
Exhibit H	Commencement Date Declaration
Exhibit I	Memorandum of Ground Lease
Exhibit J	Ground Lease Estoppel
Exhibit K	Exclusive Uses
Exhibit L	Prohibited Uses
Exhibit M	<i>Reserved</i>
Exhibit N	Opportunity Zone Documentation
Exhibit O	SNDA
Exhibit P	Definitions Index

GROUND LEASE

THIS GROUND LEASE (this “**Lease**”) is executed on the ____ day of _____, 2024 (the “**Effective Date**”), by and between the **CITY OF MEMPHIS**, a municipal corporation and political subdivision of the State of Tennessee (“**Landlord**”), and **HIGH FIVE ENTERTAINMENT, LLC**, a Texas limited liability company (“**Tenant**”).

WITNESSETH:

WHEREAS, Landlord is the fee simple owner of approximately eighteen (18) acres of land (improved and unimproved) located at the intersection of Early Maxwell Boulevard and Central Avenue in the City of Memphis, Shelby County, Tennessee, commonly known as “**Liberty Park**”, as more particularly described on Exhibit A attached hereto and made a part hereof (the “**Site**”);

WHEREAS, subject to all the terms and conditions of this Lease, Landlord desires to lease to Tenant and Tenant desires to lease from Landlord a total of 0.69 acres of such land located on the Site, as more specifically identified and described on Exhibit B attached hereto and incorporated herein (the “**Property**”), in order that Tenant may develop the Property in accordance with that certain Development Agreement between the parties dated as of _____, 2024 (the “**Development Agreement**”); and

WHEREAS, Tenant intends to construct certain improvements on the Property, as more particularly described on Exhibit C (the “**Tenant's Work**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Grant.

(a) Landlord, for and in consideration of the rents herein reserved and of the agreements herein contained on the part of Tenant to be kept, observed and performed, does by these presents, demise and lease to Tenant, and Tenant hereby rents and leases from Landlord, the Property, together with non-exclusive rights of ingress and egress thereto; all easements, privileges, hereditaments, and appurtenances, including, without limitation, all development rights; the right of surface and subsurface support of the improvements to be constructed or erected on, above and below the Property; the right to grant and record easements, subdivisions (including air rights subdivisions), and other documents and instruments in connection with or relating to the development, construction, use, operation, enjoyment or management of the Property; and with the right in common with others to use, to the extent applicable, the Common Areas (as hereinafter defined) and to pass over and park on the drive and parking facilities of the Master Development (as hereinafter defined).

(b) In connection with the execution of this Lease, Tenant shall purchase, on its behalf and at its own expense, a Leasehold Policy of Title Insurance underwritten by a reputable

national title insurance underwriter insuring Tenant's leasehold interest in and to the Property with an amount of policy equal to the appraised tax value of the Property. Landlord shall, at its own expense, cause the preparation of and provide to Tenant once completed a customary American Land Title Association survey in compliance with the 2021 ALTA standards for the Property and which shall use the certification from surveyor as set forth on Exhibit G attached hereto. Following the installation of the utility site improvements contemplated by this Lease and the Development Agreement, Landlord shall deliver to Tenant an as-built survey that shows all utility site improvements for the Property.

2. Term.

(a) The term of this Lease (the "Term") shall commence on the Effective Date and shall end on the last day of the thirtieth (30th) full Lease Year (as defined below). A "Lease Year" shall mean each successive period of twelve (12) consecutive full calendar months of the term of this Lease commencing on the date that Landlord delivers the Property to Tenant in Pad-Ready condition (the "Commencement Date"); provided, however, that in the event the Commencement Date does not occur on the first day of any calendar month, the first (1st) Lease Year shall commence on the Commencement Date and shall end on the last day of the twelfth (12th) full calendar month following the Commencement Date and, thereafter, each subsequent Lease Year shall consist of each successive period of twelve (12) consecutive full calendar months of the Term commencing on the day immediately following the last day of the preceding Lease Year. The parties hereby acknowledge that Landlord's date of delivery of the Property to Tenant is the Effective Date. The parties will execute a Declaration of the Commencement Date in the form attached hereto as Exhibit H no later than 60 days after the Commencement Date; however, failure of Landlord or Tenant to timely execute the Declaration of Commencement Date shall not create a default under this Lease.

(b) Provided there is no Event of Default (as defined hereinafter) beyond any applicable notice and cure period at the time of exercise, Tenant shall have the right to extend the Term for four (4) consecutive periods of ten (10) year each (each such extension, an "Extension Term") by giving Landlord written notice of its intent to extend the then-current Term not later than one hundred eighty (180) days prior to the end of then-current Term. In the event Tenant elects to exercise its right to extend the Term, the terms and conditions in effect during the initial Term shall be applicable during each Extension Term. If Tenant fails to timely exercise the extension rights granted herein, Landlord shall provide Tenant and Leasehold Mortgagee (as defined hereinafter) written notice of such failure and provide Tenant and/or Leasehold Mortgagee an additional sixty (60) days to exercise any such extension options in accordance herewith; provided that, the parties acknowledge that with respect to this Section 2(b), Leasehold Mortgagee is hereby appointed as Tenant's attorney-in-fact, with full power of substitution, to take all actions and to sign all documents and instruments which may be necessary to renew or extend the Term hereunder.

3. Use.

(a) Tenant shall use and occupy the Property exclusively for the construction and operation of a High Five Entertainment Complex or for any other retail purpose which shall

be subject to Landlord's review and approval, which shall not be unreasonably withheld, conditioned, or delayed (the "**Project**") and for such ancillary uses related to the foregoing, subject to the exclusive uses set forth on Exhibit K attached hereto (as may be amended pursuant to the terms hereof, the "**Exclusive Uses**"; each, an "**Exclusive Use**") imposed on certain areas of the PDO Site (as defined in the Development Agreement), including the Property, as contemplated in the Development Agreement, and the prohibited uses for the entire PDO Site set forth on Exhibit L attached hereto (the "**Prohibited Uses**"). After the Effective Date, either Landlord or Tenant may propose by written notice to the other party that an additional Exclusive Use be imposed on certain areas of the PDO Site (a "**Proposed Exclusive Use**"). For example, Tenant can propose that only the Project be permitted to have a restaurant that focuses on the sale of pizza and other portions of the PDO Site shall not have a tenant that focuses on the sale of pizza. Each Proposed Exclusive Use will be subject to the other party's consent, not to be unreasonably withheld, conditioned or delayed. Landlord's consent shall be subject to the Approval Process set forth in Section 35(z), and Tenant's consent shall be subject to the same process and timeframes applicable to Landlord as set forth in Section 35(z). Each request for a Proposed Exclusive Use by a party shall be accompanied by either (A) a proposed lease between Tenant or other developers in the PDO Site ("**Component Developer**"), on the one hand, and a proposed tenant that would benefit from such Proposed Exclusive Use, on the other hand, or (B) an executed letter of intent relating to the proposed tenant that would benefit from such Proposed Exclusive Use. In the event Landlord introduces a Proposed Exclusive Use that Tenant approves, the Proposed Exclusive Use will become an Exclusive Use imposed on certain areas of the PDO Site and granted by Landlord to the applicable Component Developer. In the event Tenant introduces a Proposed Exclusive Use that Landlord approves, the Proposed Exclusive Use will become an Exclusive Use imposed on certain areas of the PDO Site and granted by Landlord to Tenant. Notwithstanding the foregoing of this Section 3(a), neither Landlord nor Tenant shall be considered unreasonable in disapproving a Proposed Exclusive Use if either party has reached (or is aware that another Component Developer has reached) an executed letter of intent or lease with a tenant engaged primarily in the business of the Proposed Exclusive Use.

(b) Tenant acknowledges that the Property is part of the Liberty Park project, which is bounded on the north by Central Avenue, the south by Southern Avenue, the west by East Parkway South, and the east by South Hollywood Street (the "**Master Development**") that is intended to become a mixed-use commercial, retail, hospitality, and multifamily development. Tenant hereby agrees to subject its interests in this Lease to any future cross-easements, air rights leases, or vertical subdivisions that may be reasonably necessary to maximize the use and value of the Project and Master Development or facilitate the successful completion of the Master Development, and Tenant shall execute and deliver any instruments that Landlord may reasonably request to evidence such agreement, provided that Tenant shall have the right to review and approve such instruments in its reasonable discretion and such agreements shall not adversely affect the value or operations of Tenant's operations on the Property or the construction costs of Tenant's mixed-use commercial, retail, hospitality, and multifamily development on the Property.

(c) Notwithstanding anything herein to the contrary Tenant shall keep the Project open during normal business hours for the Project industry, except for during space renovations in the ordinary course or Force Majeure.

4. Rent.

(a) The obligation of Tenant to pay Minimum Rent (as defined hereinafter), Taxes (as defined hereinafter), and Tenant's Proportionate Share of CAM (as defined hereinafter) shall commence on the date when either the retail portion of the Project, the residential portion of the Project, or any portion thereof first opens for business to the general public (such as, without limiting the foregoing, the commencement of a retail tenant's restaurant business (but not such tenant's "soft opening", if any or for the residential portion, the first month a resident pays rent for an apartment unit) (the "**Rent Commencement Date**"). Collectively, Minimum Rent, Taxes, and CAM shall be referred to herein as "**Rent.**" Rent for each Lease Year during the Term shall be payable to Landlord on the first day of the applicable Lease Year. If the Rent Commencement Date shall fall on a day other than the first day of a Lease Year, Rent shall be apportioned pro rata on a per diem basis for the period between the Rent Commencement Date and the first day of the following Lease Year.

(b) Tenant shall pay minimum rent ("**Minimum Rent**") in the amount of \$17,756.60 per annum for the first five (5) Lease Years after the Rent Commencement Date. Thereafter, Minimum Rent during the Term shall increase by four percent (4%) every ten (10) years beginning on the fifth (5th) anniversary of the Rent Commencement Date and by 5% during any Extension Term. Tenant shall pay Landlord the Minimum Rent in equal monthly installments, in advance, commencing on the Rent Commencement Date, and on the first day of each calendar month thereafter throughout the Term of this Lease. Notwithstanding the foregoing of this Section 4(b), Tenant shall have the option, but not the obligation, to prepay the Minimum Rent in full for the entire initial Term of this Lease. If Tenant elects this prepayment option, Tenant shall pay _____ (\$ _____) on the Rent Commencement Date, which Landlord and Tenant acknowledge will fully satisfy Tenant's Minimum Rent obligation for the initial Term.

(c) The parties intend that the Rent payable under this Lease shall be net to Landlord of any and all costs and expenses relating to the Property. Accordingly, and without limiting the generality of the foregoing, Tenant shall be responsible for taxes and assessments (including, without limitation, federal, state, and local taxes of any and every kind assessed upon the business operations conducted by Tenant in connection with the operation of the Property such as taxes on the personal property of Tenant and sales taxes), insurance charges, maintenance, repairs, and all other expenses of every kind in connection with the Property, subject to the caps described herein.

5. Improvements/Mechanic's Lien.

(a) Tenant, at its own expense, shall complete or cause to be completed all Tenant's Work in a good and workmanlike manner, in compliance with the Development Agreement and in compliance with all applicable laws, rules, and regulations in all material respects. All plans and designs for Tenant's Work shall be subject to review and approval by Landlord's Construction Committee and the Downtown Memphis Commission's Design Review Board in the manner detailed in the Development Agreement. Tenant shall commence construction of Tenant's Work within thirty (30) days after Landlord's delivery of the Property in "Pad-Ready" condition as set forth in Exhibit F attached hereto ("**Landlord's Work**"), subject to Tenant's receipt of all applicable permits, licenses, consents, financing and other approvals

necessary to commence Tenant's Work, from Landlord or other authorities with jurisdiction, and thereafter, Tenant shall pursue such construction to completion with diligence. Subject to any subordination, attornment and non-disturbance agreements between Landlord and Tenant's lenders, all improvements to the Property by Tenant shall be used and remain the property of Tenant during the Term and any applicable Extension Term, but shall be surrendered to and shall become the property of Landlord upon expiration or termination of this Lease. Before commencing construction of Tenant's Work and opening the Project for business, Tenant shall procure, at its own expense, and provide Landlord with, copies of all permits, licenses, consents, notices, and other approvals necessary to commence Tenant's Work or business operations, as applicable, from all public and quasi-public authorities with jurisdiction. Tenant shall procure, at its own expense, and provide Landlord with, any other permits or approvals (including, without limitation, zoning for the Project) required from Tenant under the Development Agreement. Notwithstanding the foregoing, Tenant shall not commence, or permit anyone to commence, construction on the Property until Tenant has provided to Landlord evidence of financing for the entire Project in sufficient detail and reasonably acceptable to Landlord which consent shall not be unreasonably withheld, conditioned or delayed.

(b) If any mechanic's, materialman's or other similar lien shall at any time be filed against the Property on account of any work, labor or services performed or claimed to have been performed, or on account of any materials furnished or claimed to have been furnished, for or at the direction of Tenant or anyone holding or occupying the Property acting by, through or under Tenant, Tenant shall, without cost or expenses to Landlord, with all due diligence: (i) cause the same to be discharged of record by payment, bond, order of a court of competent jurisdiction or otherwise; or (ii) cause the same to be contested, in which event any judgment or other process issued in such contest shall be paid or discharged before execution thereof; or (iii) provide Landlord with an indemnity therefor, including out-of-pocket costs and reasonable attorney's fees.

6. Real Estate Taxes.

a. Commencing on the Rent Commencement Date, Tenant will pay, directly to the applicable governmental authority or other entity, before delinquency, (i) all applicable real estate taxes and assessments, both general and special; whether assessed on the fee or leasehold interest; (ii) all payments in lieu of real estate taxes or assessments; and (iii) all other taxes, charges, or fees that may become due and payable on the Property or Tenant's interest in the Property and improvements constructed or to be constructed thereon, including, water, water meter and sewer rents, rates and charges; excises; levies; license and permit fees; service charges with respect to police protection, fire protection, street and highway construction, maintenance and lighting, sanitation and water supply; fines, penalties and other similar or like governmental charges applicable to the foregoing and any interest or costs with respect thereto; and any and all other governmental levies, fees, rents, proffers, assessments or taxes and charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, and any interest or costs with respect thereto ("**Taxes**"), except that Taxes shall not include impact fees nor municipal, state, or federal income, gross receipts, inheritance, estate, succession, profit, capital or transfer gains taxes of Landlord (if any), or any corporate franchise tax imposed upon Landlord (if any), and not directly against the Property, even though such taxes might become a lien against

the Property. If any such tax or assessment may, at the option of the taxpayer, be paid in installments without interest, fees, or other charges, then Tenant may exercise the option to pay the same in installments. If Tenant shall elect to pay any such tax or assessment on an installment basis, then Tenant will pay only those installments which become due and payable during the Term of this Lease. Landlord shall timely deliver to Tenant all notices, invoices, statements, and other information pertaining to real estate taxes and assessments pertaining to the Property received by Landlord. Notwithstanding the foregoing, Landlord's failure to deliver to Tenant any notices or related information pertaining to Taxes associated with the Property shall not create any obligation of Landlord to pay such Taxes. For the sake of clarity, Tenant shall only be obligated to pay for Taxes that accrue from and after the Rent Commencement Date until the earlier of the expiration of the Term or termination of this Lease.

b. Tenant, at its expense, shall have the right to contest or review by legal, administrative, or other proceedings the amount or validity, in whole or in part, of any such tax or assessment imposed against the Property and any improvements constructed thereon. Nothing contained herein shall imply any right on the part of Tenant to postpone such payment unless such proceedings or security given shall stay the collection thereof and the sale of Tenant's interest in the Property to satisfy the same. The proceedings referred to herein shall include, but shall not be limited to, appropriate appeals from any judgments, decrees, or orders made in any such proceedings. In the event of any reduction, cancellation or discharge of such taxes or assessments as a result of such proceedings, and if Tenant has not already paid the same, then Tenant will do so forthwith as they are finally levied, assessed, or imposed. If there shall be any refund payable by the governmental authority with respect thereto, Tenant shall be entitled to receive and retain the same. Landlord shall not be required to join in any proceedings referred to in this Section unless the provisions of any law, rule or regulation at the time in effect shall require that such proceedings be brought by or in the name of Landlord, in which event, Landlord shall join and cooperate in such proceedings or permit the same to be brought in its name; *provided that*, in connection with such cooperation, Landlord shall not be liable for the payment of any costs or expenses in connection with any such proceedings and Tenant shall reimburse Landlord for any and all costs or expenses which Landlord may reasonably sustain or incur in connection with any such proceedings, including reasonable attorneys' fees and disbursements. In the event Tenant shall institute a proceeding referred to in this Section and no law, rule or regulation in effect at the time requires that such proceeding be brought by or in the name of Landlord, Landlord, nevertheless, shall, at Tenant's cost and subject to the reimbursement provisions hereinabove set forth, cooperate with Tenant in such proceeding. Landlord shall execute such commercially reasonable waivers, consents, authorizations, and instruments as may be necessary or appropriate from time to time to evidence or assist Tenant in pursuing its Tenant's rights pursuant to this Section. To the extent any such proceeding results in a refund, credit, or other recompense of Taxes paid by Tenant, Tenant shall be entitled to the full benefit thereof and Landlord shall assign any such refund, credit, or other recompense to Tenant or as Tenant may direct, except that Landlord shall be entitled to any refund, credit, or other recompense in connection with amounts paid by Landlord for any Taxes or as reimbursement for any amounts paid by Landlord in connection with such proceedings, if any.

c. Landlord and Tenant acknowledge that Tenant has applied for the payment in lieu of tax ("PILOT" or "PILOT Program") incentive from the Memphis Center City Revenue

Finance Corporation, a public not-for-profit corporation of the State of Tennessee (the “**CCRFC**”), with respect to the Property. Upon approval of Tenant’s application for such PILOT incentive, Landlord shall convey the Property to the CCRFC and lease back, as tenant, from the CCRFC, as landlord, the Property pursuant to a Lease Agreement which shall be entered into among CCRFC, Landlord and Tenant (the “**PILOT Lease**”). Upon the request of Tenant, Landlord will further cooperate with Tenant’s efforts to consummate and thereafter continue in effect the PILOT Program in order to provide Tenant the benefits of the CCRFC’s approval of Tenant’s PILOT Program application. All costs associated with the PILOT Program, both prior to the execution of this Lease and in the future (including, without limitation, any Rent due under the PILOT Lease and the reasonable out-of-pocket attorney fees of Landlord’s legal counsel in reviewing and negotiating the PILOT Lease) shall be borne by Tenant; and all benefits under the PILOT Program will inure solely to the benefit of Tenant. Due to the effect of the PILOT Lease, this Lease shall continue in full force and effect as a sublease for the term of the PILOT Lease, and as between Landlord and Tenant, the parties’ rights and obligations shall continue to be governed by this Lease and any subsequent amendments hereto. This Lease shall survive and become a prime lease if the term hereof shall extend beyond the term of the PILOT Lease (by virtue of termination of the PILOT Lease for any reason or otherwise). Landlord and Tenant may enter into other related PILOT incentives documents as required by the CCRFC (together with the PILOT Lease, the “**PILOT Documents**”). Landlord agrees to cooperate with the Tenant’s documentation of the PILOT (including any documentation and actions necessary during and throughout the term of the PILOT Documents); provided, however, that Landlord shall have the right to review and negotiate all PILOT Documents in its reasonable discretion; provided further, however, that Tenant shall have the right, at its expense, to have its counsel draft any of the PILOT Documents for Landlord counsel’s review.

In the event the PILOT transaction is completed, the following provisions shall become part of this Lease:

(i) Upon conveyance of the Property by Landlord to the CCRFC, Tenant shall (a) assume all of the obligations of Landlord in its capacity as lessee under the terms of the PILOT Documents with respect to the Property (other than those obligations under the PILOT Lease that are expressly imposed upon Landlord and that by their nature cannot be assumed by Tenant) which shall include, without limitation, the payment as and when due of all Basic Rent and Additional Rent (including the PILOT payments) as such terms are defined in the PILOT Documents, and other charges which shall be due with respect to the Building and Project subjected to the PILOT Documents; all costs and expenses to exercise the Purchase Option (as defined in the PILOT Documents, including the option price of \$1,000, recording expenses, and reasonable attorneys’ fees); and (b) shall indemnify, defend and hold Landlord harmless from and against any and all actual out-of-pocket liabilities, expenses, claims, charges or losses which may arise from the negotiation, execution and implementation of the PILOT Documents and its operation except as to Landlord’s negligence or willful acts or omissions. All of the obligations of the Landlord with respect to the PILOT and the PILOT Documents, contained anywhere in this Lease or the PILOT Documents shall be binding upon Landlord, and its respective heirs, personal representatives,

successors and assigns. Such assumed obligations by Tenant shall be subject to the following provisions:

(A) The PILOT Lease obligations so assumed by Tenant shall be in the nature of Additional Rent, payable as the same become due under the PILOT Lease, and discharged by direct remittance to or performance for the benefit of the CCRFC. The obligations so assumed by the Tenant shall be payable by the Tenant even if they arise prior to the Effective Date.

(B) Such assumed obligations shall not abate unless (and only to the extent that) an abatement is expressly provided under the terms of the PILOT Documents.

(C) Landlord shall execute and shall work with Tenant to cause the CCRFC to execute a subordination, non-disturbance and attornment agreement that is reasonably acceptable to Landlord and Tenant (the "SNDA"), and a separate SNDA reasonably acceptable to Leasehold Mortgagee, Landlord and Tenant at the closing of Tenant's construction financing.

(ii) Landlord shall at all times be responsible and fully liable for any and all actual out-of-pocket claims, damages, expenses, liability and demands suffered by Tenant resulting from Landlord's negligence, intentional misconduct or failure to perform any of the lessee's obligations under the PILOT Documents that are expressly imposed upon Landlord under the terms and provisions of the PILOT Lease, including, but not limited to, Landlord's obligation to execute such documents (with such reasonable assurances and indemnities from Tenant as Landlord may reasonably require), respond to notice or notify Tenant, or take such other ministerial acts as may be required under the PILOT Documents. Landlord shall take no action intended to terminate or void the PILOT Documents unless Tenant has so requested or is in default (with any applicable cure period having expired) under any material term or provision of this Lease. Notwithstanding the above, Landlord shall have no liability for the Landlord's obligations under the PILOT Documents that are specifically assumed by the Tenant under this Lease.

(iii) Tenant shall undertake full responsibility to monitor the termination date of the PILOT Documents and shall take all necessary steps to exercise, on behalf of Landlord, the option to repurchase the Property as provided in the PILOT Documents, at its termination. Tenant shall give notice to Landlord in a timely fashion to allow Landlord to take necessary steps to join with Tenant in the exercise of the option, and Tenant shall indemnify Landlord against any loss which may arise as a result of the failure of the Tenant to initiate actions to exercise the Purchase Option included in the PILOT Documents.

(iv) Within ten (10) days after the receipt of any real property tax and/or payment in lieu of tax bills from either the Shelby County Trustee or the City of Memphis Treasurer, the Landlord shall provide a copy of such bills to the Tenant. In the event that Landlord receives notice of an assessment change or reassessment of the Property, Landlord shall promptly send notice to Tenant pursuant to the notice provisions of this Lease.

d. Tenant shall charge up to an additional five percent (5%) sales tax surcharge ("Sales Tax Surcharge") on its room rental and services, which final amount of Sales Tax Surcharge to

be determined by Landlord from time to time. Landlord shall allocate to Tenant a portion, as determined by Landlord, of such Sales Tax Surcharge each month no later than ninety (90) days following the end of the applicable month. Tenant has the right to audit the amount of Sales Tax surcharge collected and allocated by Landlord no more than once annually. If Landlord has underpaid Tenant by more than three percent (3%) of the annual Sales Tax Surcharge due to Tenant, Landlord shall promptly reimburse Tenant for the audit costs and expenses”).

7. **Common Area Maintenance Charges.** Landlord and Tenant will work in good faith to enter into a mutually acceptable agreement regarding Tenant’s obligations with respect to the payment of the costs and expenses of operating, maintaining, and repairing the Common Areas in the Master Development (the “**CAM Agreement**”) no later than sixty (60) days after this Lease has been executed, which CAM Agreement may be amended and supplemented from time to time within the reasonable discretion of the Landlord with Tenant’s consent as future development occurs within the Master Development which consent shall not be unreasonably withheld, conditioned or delayed. As used herein, “**Common Areas**” shall mean the portions of the Master Development, whether now or hereafter owned by Landlord or now or hereafter leased or otherwise made available by Landlord for use by tenants (and their respective subtenants, employees, agents, contractors, guests, invitees, and customers) or the general public within the Master Development, that are, have been, or will be designated and approved by Landlord for common use by or for the benefit of more than one tenant of the Master Development, including but not limited to parking lots, access and perimeter roads, truck passageways, loading platforms, landscaped areas, exterior walks, ramps, stairs, underground storm and sanitary sewers, utility lines, drinking fountains, and other public facilities, all of which are either owned solely by Landlord or which directly benefit the Master Development and for which Landlord has direct maintenance and repair obligations; but excluding all portions of the Master Development that are used or intended for the exclusive use by one tenant under the terms of its lease (but which areas may be subject to various easements in favor of other users of the Master Development). Any portion of the Master Development that may be included within the Common Areas may thereafter be excluded therefrom when designated by Landlord for a non-common use. In the event that Landlord and Tenant are not able to reach final agreement on a form of CAM Agreement acceptable to Tenant, then Tenant shall have the right to terminate this Lease and the Development Agreement by providing written notice to Landlord, and thereafter Landlord and Tenant shall have no further obligations hereunder and under the Development Agreement except for those obligations that expressly survive the termination of this Lease and the Development Agreement.

8. **Insurance.** Tenant shall, at its sole cost and expense, at all times during the Term hereof maintain and/or cause to be maintained, in full force and effect, the insurance detailed below and on Exhibit D (collectively, the “**Insurance**”):

(a) “**Causes of Loss – Special Form**” property insurance covering all of Tenant’s improvements, fixtures, equipment, merchandise, and personal property from time to time in, on, or upon the Property, in an amount not less than one hundred percent (100%) of the full replacement value of such property, providing protection against perils included within the standard form of “all-risks” fire and casualty insurance policy, with extended coverage, together with insurance against sprinkler damage, vandalism, and malicious mischief.

(b) **Casualty Insurance.** Tenant shall maintain and keep in full force and effect, or shall pay for or cause its general contractors, subcontractors, subtenants, licensees, or users to maintain and keep in full force and effect, as applicable, during the Term of this Lease, such insurance as is set forth on Exhibit D. Each such policy shall name as additional insureds, mortgagees, and loss payees any party with an insurable interest as required by Tenant, Landlord, or any applicable lender (the “**Additional Insureds**”), as their interests may appear. Each such policy shall be underwritten and issued by companies authorized to do business in the State of Tennessee and shall be primary to any insurance carried by each Additional Insureds.

In addition to the foregoing insurance, commencing on the date of any construction in, on, or upon the Property and ending on the date such construction is completed, “all risk builder’s risk” and other insurance customarily obtained in connection with the construction of improvements similar to the Project.

9. Indemnity.

(a) Tenant, at all times, shall protect, indemnify, and hold harmless Landlord and its elected and appointed officials, officers, employees, agents, and representatives (collectively, “**Indemnitees**”) from and against all liabilities, obligations, claims, damages, penalties, fines, losses, and out-of-pocket costs and expenses (including, without limitation, reasonable attorneys' fees) that arise from (i) Tenant’s negligent acts or failure to act directly in connection with the Project, or the conduct of Tenant’s business in or about the Property; or (ii) any breach or default (beyond any applicable notice and cure period) in the performance of any obligation on Tenant’s part to be performed under the terms of this Lease. In connection with the foregoing, Tenant shall indemnify the Indemnitees for (1) all amounts paid in settlement of any litigation commenced or threatened against the Indemnitees, if such settlement is effected with the written consent of Tenant, such consent not to be unreasonably withheld; (2) all out-of-pocket expenses reasonably incurred in the investigation of, preparation for, or defense of any litigation, proceeding, or investigation of any nature whatsoever, commenced or threatened against the Indemnitees; (3) the full amount of any judgments, orders, penalties, fines, damages, assessments, indemnities, or contributions against the Indemnitees; and (4) the reasonable out-of-pocket fees and expenses of attorneys, experts, and consultants, and other reasonable legal expenses.

(b) The benefits of this Section shall not inure to any person other than the Indemnitees. Nothing in this Lease shall require Tenant to indemnify the Indemnitees for any (i) claim or liability resulting from the Indemnitees' negligence or willful or wrongful acts, or (ii) any liabilities, obligations, claims, damages, penalties, fines, losses, costs, and expenses resulting from Indemnitees' personal and non-governmental use of the Property. Notwithstanding anything herein to the contrary, Landlord shall be liable for its own negligence and willful misconduct, and for any act or omission of Landlord, or anyone acting by, through or under Landlord, and shall not be entitled to any indemnity in connection with any of the foregoing.

(c) Tenant expressly understands and agrees that any insurance coverages required by this Lease or otherwise provided by Landlord shall in no way limit Tenant’s

responsibility to indemnify, defend, save and hold harmless Landlord or the other Indemnitees as herein required. Tenant acknowledges that Landlord has no obligation to provide legal counsel or defense to Tenant, its employees or subcontractors in the event that a suit, claim or action of any character is brought by any person not a party to this Lease against Tenant. Landlord shall have no obligation for the payment of any judgments or the settlement of any claims asserted against Tenant or its subcontractors or employees as a result of or relating to Tenant's obligations hereunder, provided such judgment or settlement is not due to an Event of Default by Landlord as contemplated in Section 16.

(d) Notwithstanding the foregoing, the indemnifications and defense obligations by Tenant under this Lease shall not cover, and Tenant shall not be liable for, any consequential damages, indirect losses, loss of value, temporary loss of business, lost profits, or lost opportunity damages at or arising from the Property suffered by Landlord and/or Landlord's Indemnitees.

(e) The indemnities in this Section 9 shall survive the expiration or any termination of this Lease.

10. Compliance with Laws and Ordinances. Tenant, at its expense, will comply in all material respects with all federal, state, county, and city laws, ordinances, and regulations of any duly constituted authority affecting the Property. Tenant, at its expense, shall have the right to contest or review by legal, administrative, or other proceedings the validity of any such law, ordinance, and regulation, or the application thereof. During such proceedings, compliance with any such law, ordinance or regulation may be deferred by Tenant. Landlord shall join in such proceedings if necessary to do so in order to prosecute such proceedings properly, but Landlord shall not be liable for any expenses in connection therewith. The proceedings referred to herein shall include, but shall not be limited to, appropriate appeals from any judgments, decrees, or orders made in any such proceedings.

11. Landlord's Access to Property. Landlord will have access to the Property, at its own cost and expense, at any and all reasonable times during the Term of this Lease for the purpose of examining and inspecting the same; provided, however, that Landlord shall first give Tenant reasonable prior notice (not less than twenty-four (24) hours) of Landlord's intent to access the Property and use commercially reasonable efforts not to materially adversely affect Tenant's business thereon.

12. Assignment and Subletting.

(a) Intentionally deleted.

(b) Tenant may assign this Lease or sublet the entire Property by obtaining Landlord's prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed); provided, Landlord's consent shall not be required for assignments and subletting under Section 12(g). In granting or withholding such consent, (i) it shall be reasonable for Landlord to consider the creditworthiness and financial strength of any proposed assignee, together with such assignee's experience with the operation of similar multifamily and mixed-use

developments, in considering whether or not to grant its consent to an assignment of this Lease; (ii) Landlord shall not be required to consider a request for a sublease or assignment of this Lease commencing prior to the completion of Tenant's Work; and (iii) in the event of a proposed assignment, the assignee shall provide a guarantor reasonably acceptable to Landlord with adequate creditworthiness, financial strength, and assets to satisfy the assignee's obligations hereunder. Landlord shall approve or disapprove of such proposed assignment or subletting in accordance with the Approval Process set forth in Section 35(z).

(c) Except for claims which may have arisen and which remain uncured by Tenant as of the date of any such assignment, from which Tenant shall not be released, any assignment hereunder shall release or discharge Tenant from liability under this Lease or from any of its obligations under this Lease. Any assignee shall expressly assume the obligations of Tenant under this Lease under an assignment and assumption agreement reasonably acceptable to Landlord, and any sublessee shall agree in writing to comply with and be bound by all of the terms, covenants, conditions, provisions, and agreements of this Lease. Tenant shall deliver to Landlord, promptly after execution, an executed copy of an agreement by such sublessee to be bound by the terms of this Lease, which form of sublease shall be substantially identical to the proposed form previously approved by Landlord.

(d) The consent by Landlord to any assignment, subletting, pledge, encumbrance, mortgage, or use of the Property shall not constitute a waiver of Landlord's right to withhold its consent to any further assignment, subletting, pledge, encumbrance, mortgage or use of the Property.

(e) Absent the prior written consent of Landlord, this Lease and the interest therein of any assignee of Tenant herein shall not pass by operation of law or otherwise, and shall not be subject to garnishment or sale under execution in any suit or proceeding which may be brought against Tenant or any assignee of Tenant.

(f) Any purported assignment of this Lease in violation of its provisions shall be void.

(g) Notwithstanding anything to the contrary contained herein, Landlord's prior consent shall not be required with respect to any assignment, transfer or subletting of the entire Project to (x) an Affiliate of Tenant (as hereinafter defined) or a Parent of Tenant (as hereinafter defined), provided Tenant provides at least thirty (30) days' prior written notice to Landlord of such assignment or subletting, or (y) subject to Section 12(h) below, any Leasehold Mortgagee or any subsequent purchaser at a foreclosure sale or otherwise in accordance with Section 19(f) hereof. As used herein, "**Affiliate of Tenant**" means (1) an individual, firm, partnership, association, corporation, trust, limited liability company or any other entity ("**Person**") which is controlling, controlled by, or under common control with, Tenant, or another Person, as the case may be, (2) any surviving or successor entity by merger, acquisition, consolidation, or reorganization with Tenant, provided that by operation of law or by effective provisions contained in the instruments of merger, acquisition, consolidation or reorganization, the liability of Tenant under this Lease is assumed by the entity surviving such merger, acquisition, consolidation or reorganization, or (3) any transferee of all or substantially all of the assets or ownership interest in Tenant. As used

herein, a “**Parent of Tenant**” shall mean any corporation, association, trust, limited liability company or partnership which Controls Tenant, or which owns more than fifty percent (50%) of the issued and outstanding voting securities or other ownership interests of Tenant. “**Control**” for purposes herein means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities or rights, by contract, or otherwise.

(h) **Landlord Right of First Offer.**

(i) In the event that any Leasehold Mortgagee desires to foreclose on its leasehold interest in the Property or accept a voluntary assignment or transfer of this Lease and the leasehold estate in lieu of foreclosure, Tenant hereby grants to Landlord a right of first offer (the “**Landlord Right of First Offer**” or “**Landlord ROFO**”) with respect thereto and Tenant or Leasehold Mortgagee shall give written notice thereof to Landlord (the “**ROFO Landlord Notice**”). The ROFO Landlord Notice shall invite Landlord to submit its desired price to purchase the leasehold interest in the Property (the “**Landlord ROFO Price**”), together with the other terms and conditions of such listing, which terms and conditions shall reflect Landlord’s good faith determination of market conditions and the market value of this Agreement (the “**ROFO Landlord Response Notice**”). Landlord shall have the right, at Landlord’s option, exercisable as hereinafter provided, to purchase Tenant’s (or Leasehold Mortgagee’s, if applicable) leasehold interest in the Property that is the subject of such foreclosure or transfer on the terms and conditions set forth in this Section 12(h).

(ii) If the parties agree on the Landlord ROFO Price and other business terms reflected in the ROFO Landlord Response Notice, then the Landlord ROFO Price and other terms so agreed upon shall be deemed to be a part of the terms upon which Landlord shall have the right to exercise its Landlord ROFO and Landlord and Leasehold Mortgagee shall negotiate in good faith the remaining terms and conditions of any purchase of the leasehold interest in the Property for a period of sixty (60) days, which other terms and conditions shall be consistent with customary purchase and sale agreements for ground leases of commercial property in the Memphis area and proceed to closing of the sale of the Property. If the parties are unable to agree on the terms and conditions of the sale of the leasehold interest in the Property (the “**Landlord ROFO Terms**”) within the sixty (60) day period following Leasehold Mortgagee’s receipt of the ROFO Landlord Response Notice, then Leasehold Mortgagee shall have the right to foreclose on the Property or receive an voluntary assignment of this Lease and the leasehold estate in lieu of a foreclosure in its sole discretion and on terms that may differ from the ROFO Landlord Response Notice.

13. Maintenance, Repairs, and Replacements. Tenant shall be responsible for any and all maintenance, repair, and replacement of the Property (including the Project) during the Term. For the sake of clarity, Tenant shall only be responsible to maintain, repair and replace such areas that are exclusively used by Tenant and Tenant shall have no responsibility for the Common Areas which remain the sole obligation of Landlord.

14. Casualty.

(a) If any improvements now or hereafter constructed on the Property or any part thereof, shall be damaged or destroyed by fire or other casualty (a "Casualty"), Tenant shall give prompt notice thereof to Landlord (a "Casualty Notice"). Following delivery of the Casualty Notice, Tenant shall estimate the cost to repair and restore the improvements to good condition and to replace any damaged personal property (the "Casualty Renovation Cost"). If the Casualty Renovation Cost exceeds twenty-five percent (25%) of the appraised tax value of the Property, then either Landlord or Tenant, at its option, may elect to terminate this Lease by written notice to the other party within ten (10) business days after the date that the Casualty Renovation Cost is determined. If the Casualty Renovation Cost is equal to or less than twenty-five percent (25%) of the appraised tax value of the Property, but subject to (i) the Leasehold Mortgagee permitting any applicable insurance proceeds to be applied for reconstruction, (ii) the estimated restoration time being less than 365 days, and (iii) the Casualty having not occurred during the last Lease Year of the then-current Term, Tenant shall restore, repair, or rebuild such affected improvements to substantially the same condition as existing prior to the damage or destruction, unless the insurance proceeds from the insurance carried by Tenant are, or the insurance required to be carried by Tenant hereunder would have been, insufficient to perform such work. If Tenant does not restore or repair such improvements, then Tenant shall promptly raze such improvements and place the Property in a neat and orderly condition.

(b) Notwithstanding any restoration requirements in Section 14(a) above, in the event there is damage to or destruction of all or any part of the Property by Casualty, after: (i) Completion of Construction, and (ii) all amounts of Minimum Rent have been paid through the date of the Casualty (or are prepaid under Section 14(c) below) and any other Rent to be paid through the date of the Casualty has been paid; then, in lieu of restoration, Tenant shall have the option to terminate this Lease by notice to Landlord, given within one hundred eighty (180) days after the date of such Casualty. Failure by Tenant to provide notice of termination as required herein will be deemed an election to restore the Property in accordance with Section 14(a) above.

(c) Tenant's right to terminate this Lease in the event of a Casualty shall be conditioned on the following:

(i) Tenant shall timely and in good faith institute and within ninety (90) days after a Casualty on the Property thereafter diligently prosecute all work necessary to protect and secure the occupants of the Property and the public from and against injury to persons and property;

(ii) in the event all payments of Rent required to be paid under this Lease through the date of the Casualty have not been paid, Tenant shall pay all such remaining amounts of Rent to Landlord; provided, if Tenant prepaid any amounts of Rent which cover Lease Year(s) or portions thereof after the Casualty, Tenant shall receive a refund for such prepaid amounts;

(iii) if requested by Landlord (to be given within thirty (30) days after receipt of Tenant's termination notice), Tenant shall work diligently to demolish and return the Property to Landlord free of any or all improvements thereon (as identified in Landlord's notice) at no cost or expense to Landlord; and

(iv) all remaining proceeds of insurance (after such demolition and clearing of the debris) (if any) shall be (1) first, paid to the Leasehold Mortgagee, if any, to the extent of its then outstanding loan (including all principal, interest and fees then due and owing under the Leasehold Mortgage), (2) second, paid to Tenant to repay all equity that it has invested in the Property, and (3) third, paid to Landlord.

(d) At the time of such termination of this Lease under this Section 14, Tenant shall surrender and deliver the Property to Landlord, free and clear of all of Tenant's (and its subtenant's) personal effects unrelated to the operation of the Property. Tenant, upon such termination, surrender and removal, shall except as provided in Section 14(c), be released and discharged from any and all obligations that thereafter would have otherwise accrued had this Lease not been so terminated.

15. Condemnation Proceedings and Dedications.

(a) **Complete Taking.** If the whole of the Property is taken for any public or quasi-public use under any statute or by right of eminent domain, or by private purchase in lieu thereof, then this Lease shall automatically terminate as of the date that title is taken.

(b) **Partial Taking.** In the event of a partial taking of the Property, this Lease shall automatically terminate with respect to the portion of the Property so taken as of the date that title is taken. In the event of a partial taking of the Property pursuant to which (i) more than thirty (30%) percent of the Property is so taken, (ii) parking is taken in an amount that causes the Property not to comply with applicable zoning requirements, (iii) access to the Property is materially changed or visibility of the Property's signage is materially restricted, or (v) such taking shall occur during the last five (5) years of the then-current Term, then Tenant may terminate this Lease by giving written notice of such termination to Landlord within at least thirty (30) days after the date of such taking. Upon the giving of such notice of termination, the Term of this Lease shall expire and come to an end on the last day of the first full calendar month occurring after such notice shall be given, with the same force and effect as if said day had been originally fixed herein as the expiration date of the Term of this Lease. In the event Tenant does not terminate this Lease following such partial taking, for the remainder of the Term, the Minimum Rent shall be reduced in the proportion which the portion of the Property taken bears to the total area of the Property existing prior to the taking.

(c) **Proceeds.** The parties hereby agree that the value of the Property at the time of such taking, as though it were vacant property, and subject to and taking into account Tenant's unexpired Term hereunder, shall be allocated to Landlord. The value of the improvements on the Property, and the value of the unexpired Term of this Lease, shall be allocated to Tenant, together with any other portion of the award in excess of Landlord's share specified in the preceding sentence. The provisions of this Section 15 as to the allocation of any such awards shall survive any termination of the Lease.

16. Default/Remedies.

(a) **Events of Default.** Any of the following events shall be deemed to be an “**Event of Default**”:

(i) Tenant shall fail to pay any annual installment of Rent due hereunder and the continued failure to pay within thirty (30) days after receipt of written notice of such non-payment; or

(ii) Tenant shall default in any of the covenants or agreements herein contained to be kept, observed, and performed by Tenant (other than as a result of, or in connection with, a default by Landlord under the Lease) and such default shall continue for thirty (30) days after receipt of notice thereof in writing to Tenant; provided, however, that if such default is of a nature that it cannot be reasonably cured within such thirty (30) day period, then Tenant shall have such time as shall be reasonably required to cure such default.

(b) **Termination of Lease.** Subject to the terms and conditions of Section 19 below, upon the occurrence of any Event of Default which is not cured within the applicable period, Landlord may elect (i) to terminate the Lease; (ii) to re-enter and to expel, remove, and put out Tenant; or (iii) to re-enter the Property again to repossess and enjoy the same, without such reentry and repossession working as a discharge of the rents unpaid and the covenants unperformed by Tenant prior to such reentry; provided, however, in the event of Landlord’s reentry and repossession of the Property, Landlord shall use reasonable efforts to mitigate Tenant’s damages, as required by law, to relet the Property on such terms as Landlord shall reasonably deem appropriate; provided further, if Landlord collects rent upon any such reletting, Tenant’s payment of Rent hereunder shall be reduced by the amount so collected by Landlord, and if the amount collected by Landlord is sufficient to pay the full amount of the monthly Rent due from Tenant, Tenant shall thereafter not be required to pay Rent.

(c) In addition to such right to terminate this Lease and any other remedies provided for herein, whenever any Event of Default shall have happened and be continuing, Landlord may take whatever other action at law or in equity which may appear necessary or desirable to enforce any obligation, covenant, or agreement of Tenant under this Lease.

(d) Tenant covenants and agrees to pay, and to indemnify Landlord from and against, all claims, liabilities, damages, and out-of-pocket expenses, costs, and charges, including reasonable attorneys’ fees, lawfully and reasonably incurred in obtaining possession of the Property after an Event of Default by Tenant or upon expiration or earlier termination of the Term, or in enforcing any covenant or agreement of Tenant contained in this Lease.

(e) In addition to other remedies, upon the occurrence of an Event of Default, Landlord may require the Tenant to deliver to Landlord, or otherwise effectively transfer to Landlord any and all rights of possession, ownership or control the Tenant may have in and to any and all plans, specifications, renderings, engineering data, soils, or water report and any other technical documents or material related to the design and construction of the Project completed within three (3) years of such Event of Default.

(f) Further, in the event of an Event of Default on the part of Tenant, Landlord may, in addition to other remedies herein provided, have the right to take one or more of the following actions without terminating this Lease: (i) substitute for Tenant a new operating entity to operate and manage the Project; (ii) substitute for a then-existing managing agent a new managing agent; or (iii) impose reasonable management procedures to assure the timely performance of all maintenance, repairs and replacements of the Project.

(g) If Tenant shall fail to make any payment or perform any act required under this Lease, Landlord may (at Landlord's option), after giving not less than fifteen (15) days' notice to Tenant and without waiving any default or releasing Tenant from any obligations, cure such default for the account of Tenant. Tenant shall promptly pay to Landlord the amount of such out-of-pocket charges, costs, and expenses as the Landlord shall have incurred in curing such default. If Landlord shall fail to maintain or make repairs relating to Common Areas on the Property, Tenant may (at Tenant's option), after giving not less than fifteen (15) days' notice to Landlord and without waiving any default or releasing Landlord from such obligations, cure such default for the account of Landlord, and Tenant shall be entitled to abate Rent due hereunder in the amount of Tenant's out-of-pocket charges, costs, and expenses as Tenant shall have incurred in curing such default.

(h) Tenant shall be liable for the reasonable and actual legal expenses of Landlord in connection with collection of rent or other funds owed under this Lease, where the collection, remedy, or termination, as applicable, results from an Event of Default.

(i) **Cumulative Remedies.** Subject to the limitations set forth herein, no remedy herein will be considered exclusive of any other remedy, but such remedies are cumulative and in addition to every other remedy given by this Lease to Landlord or Tenant.

17. Intentionally Deleted.

18. Nondisturbance of Subtenants by Landlord. Landlord agrees that, in the event of the termination of this Lease resulting from any Event of Default by Tenant, Landlord will not terminate any sublease or subleases, each of which shall continue in full force and effect, or otherwise disturb the possession or leasehold rights of any subtenants so long as no default exists under their respective subleases (beyond any applicable notice and cure period).

19. Tenant's Right to Mortgage. Tenant may at any time and from time to time (and as many times as it desires) mortgage, hypothecate, or pledge this Lease and the leasehold estate created hereby and the interest of Tenant in and to this Lease, together with Tenant's right, title, and interest in any and all subleases and in and to all rents due or to become due thereunder (herein called a "**Leasehold Mortgage**"; and the holder of any such Leasehold Mortgage, whether or not the same is recorded of record, is herein called a "**Leasehold Mortgagee**"). The interests of Landlord pursuant to this Lease shall be subordinate to any Leasehold Mortgage. Landlord and Tenant agree that so long as any such Leasehold Mortgage exists:

(a) Landlord will simultaneously mail to any Leasehold Mortgagee a copy of any notice given by Landlord to Tenant at the address given by such Leasehold Mortgagee to

Landlord for the receipt of such notice. Upon receipt of a copy of a notice of default delivered to Tenant, Leasehold Mortgagee shall have the option, but not the obligation, to cure such default within an additional thirty (30) days from the date that Tenant has to cure such default (provided that such 30-day period shall be extended for the time reasonably required to complete such cure if such default cannot reasonably be cured within said 30-day period and Leasehold Mortgagee commences to cure such default within said 30-day period and thereafter diligently and continuously proceeds to cure such default). Leasehold Mortgagee shall have access to the Property, if needed, to cure any such default.

(b) Intentionally Deleted.

(c) Landlord and Tenant acknowledge that the defaults or other events described in Section 16 may be classified as (i) “**Curable Defaults**” and (ii) “**Non-Curable Defaults**.” The Curable Defaults are any monetary defaults and any defaults relating to maintenance or repairs of the Property, and the Non-Curable Defaults are all other defaults.

(d) If a Curable Default occurs and if, prior to the expiration of the applicable grace period provided for in Section 19(a), the Leasehold Mortgagee shall give to Landlord written notice that it intends to undertake a curing of all Curable Defaults and within such grace period the Leasehold Mortgagee commences upon a curing and thereafter pursues to conclusion the curing of all Curable Defaults continuously and diligently in good faith, then Landlord will not take action to effect a termination of this Lease or to re-enter or take possession of the Property as a consequence of such Curable Default. However, if (i) a Curable Default is of such a nature that the curing thereof cannot be effected by the Leasehold Mortgagee until it shall have obtained possession of the Property and (ii) prior to the effective date of a termination of this Lease by Landlord or Landlord's re-entering or taking possession of the Property pursuant to the provisions of Section 16, the Leasehold Mortgagee shall give to Landlord written notice that it intends to institute foreclosure or other legal proceedings or to exercise any of its remedies under the Leasehold Mortgage concerned in order to gain possession of Tenant's interest in the Property and within such grace period takes action to institute such remedies, then Landlord will not take any action to effect a termination of this Lease or to re-enter or take possession of the Property as a consequence of such Curable Default so long as such Leasehold Mortgagee shall continue to prosecute its remedies under the Leasehold Mortgage (except during any such time it may be stayed or otherwise legally prevented from doing so) and cure all other Curable Defaults (if any) that may occur from time to time and that are susceptible of being cured by the Leasehold Mortgagee without its obtaining possession of the Property and such Leasehold Mortgagee shall upon taking possession of the Property cure such Curable Defaults within the period required to cure the same.

(e) If a Non-Curable Default occurs and (i) the Leasehold Mortgagee shall have commenced curing all then existing Curable Defaults pursuant to the provisions of Section 19(d) above, and (ii) the Leasehold Mortgagee shall give to Landlord written notice that it intends to institute foreclosure or other legal proceedings or to exercise any of its remedies under the Leasehold Mortgage concerned in order to gain possession of Tenant's interest in the Property, then Landlord will not take any action to effect a termination of this Lease or to re-enter or take possession of the Property as a consequence of such Non-Curable Default so long as such Leasehold Mortgagee shall continue diligently to prosecute its remedies under the Leasehold Mortgage (except during any such time it

may be stayed or otherwise legally prevented from doing so) and cure all Curable Defaults (if any) that may occur from time to time and that are susceptible of being cured by the Leasehold Mortgagee without its obtaining possession of Tenant's interest in the Property and such Leasehold Mortgagee shall upon taking possession of Tenant's interest in the Property, cure such Curable Defaults within the period required to cure the same. Notwithstanding anything in this Section 19(e) to the contrary, a Leasehold Mortgagee shall not be required to cure any Non-Curable Default of Tenant that is not capable of being cured by such Leasehold Mortgagee (a "**Mortgagee Non-Curable Default**"), and if Leasehold Mortgagee, assignee or transferee shall acquire the Property pursuant to a foreclosure or transfer in lieu of foreclosure, then any such Mortgagee Non-Curable Default shall no longer be deemed an Event of Default.

(f) Subject to Section 12(h), in the event a Leasehold Mortgagee or its nominee designated for that purpose acquires the leasehold estate pursuant to any proceedings for foreclosure of such Leasehold Mortgage, or by a voluntary assignment or transfer of this Lease and the leasehold estate in lieu of foreclosure or otherwise, the Leasehold Mortgagee or its nominee or assignee as aforesaid shall be deemed an assignee of all the rights of Tenant under this lease and shall be deemed approved by Landlord as "Tenant" under this Lease, with no prior consent required with respect to any such assignment or transfer. Following such acquisition of the leasehold estate or assignment or transfer of this Lease, Leasehold Mortgagee shall possess the same assignment rights as Tenant possesses under this Lease.

(g) The Leasehold Mortgagee shall be named as an additional insured, mortgagee, or loss payee, as its interests may appear, in all policies of insurance carried by Tenant pursuant to the provisions of this Lease. If so provided in any Leasehold Mortgage, the proceeds of such insurance shall be paid to and deposited with the Leasehold Mortgagee, which shall disburse such proceeds for the purpose of rebuilding, restoring, and repairing the Property (including the Project), and all proceeds shall be deemed trust funds for this purpose of rebuilding, restoring, and repairing.

(h) The parties to this Lease shall give the Leasehold Mortgagee written notice of any condemnation proceedings affecting the Property. The Leasehold Mortgagee shall have the right to intervene on behalf of the Tenant (and not the Landlord) and to be made a party to any such condemnation proceedings and the parties hereto hereby consent to the Leasehold Mortgagee's intervention. Tenant's interest in any award or damages for such taking is hereby set over, transferred, and assigned by Tenant to the Leasehold Mortgagee to the extent of the balance of any principal, interest, or other payment due or which shall thereafter accrue or become due to the Leasehold Mortgagee.

(i) If this Lease shall be rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights or if this Lease is terminated for any other reason whatsoever, Landlord will enter into a new lease for the Property with the Leasehold Mortgagee or its nominee not less than thirty (30) days after the request of the Leasehold Mortgagee for the remainder of the Term of this Lease effective as of the date of such rejection or disaffirmance or termination, upon all the terms and provisions contained in this Lease; provided that (i) the Leasehold Mortgagee makes a written request to Landlord for such new Lease within thirty (30) days after the effective date of such rejection or disaffirmance or termination, as the case may be, and such written request is accompanied by a copy of such new lease, duly executed and acknowledged by the Leasehold Mortgagee or its

nominee and (ii) upon taking possession of the Property the Leasehold Mortgagee cures any outstanding Curable Defaults within the period required to cure the same and any Non-Curable Defaults that are not Mortgagee Non-Curable Defaults. Any new lease made pursuant to this Section 19(i) shall have the same priority with respect to other interests in the Property as this Lease. The provisions of this Section 19(i) shall survive the rejection or disaffirmance or termination of this Lease and shall continue in full force and effect thereafter to the same extent as if this Section 19(i) were a separate and independent contract made by Landlord and the Leasehold Mortgagee.

(j) So long as a Leasehold Mortgage is in effect (i) Landlord will not accept a voluntary surrender of this Lease and (ii) the Lease shall not be amended, modified, cancelled or terminated in a way that would materially diminish the rights of the Tenant nor increase Tenant's obligations without, in each case, the prior written consent of the Leasehold Mortgagee which consent shall not be unreasonably withheld, conditioned or delayed. Any violation of this Section 19 shall be void.

(k) The provisions of this Section 19 are for the benefit of any Leasehold Mortgagee and may be relied upon and shall be enforceable by any Leasehold Mortgagee. No Leasehold Mortgagee shall be liable upon the covenants, agreements or obligations of Tenant contained in this Lease, except as expressly provided herein. Landlord shall execute any and instruments that any such Leasehold Mortgagee may reasonably request or require from Landlord, with respect to the provisions of this Section 19.

(l) Landlord agrees that contemporaneously with Tenant obtaining a loan from a Leasehold Mortgagee, Landlord shall execute an agreement with the Leasehold Mortgagee and any guarantor of Tenant's obligations to such Leasehold Mortgagee (e.g., pursuant to a completion guaranty) setting forth the rights of each of said parties.

20. Landlord's and Tenant's Certificates. Landlord and Tenant, within twenty (20) days after written request from each other, shall execute and deliver to the other party, or any Leasehold Mortgagee if so requested, without charge, a certificate certifying whether or not this Lease is in full force and effect, and whether it has been modified (or if there have been modifications, stating them), the date to which each obligation constituting Rent has been paid, and whether or not the party executing the certificate knows of any default, breach, or violation by the other party under any of the terms of this Lease, and such other matters as are customarily and reasonably requested. Landlord agrees for the benefit of any Leasehold Mortgagee from time to time, upon not less than twenty (20) days' written notice thereof from Tenant or from Leasehold Mortgagee, to deliver to such Leasehold Mortgagee (or to Tenant for the benefit of Leasehold Mortgagee) an estoppel certificate in form and substance substantially similar to the estoppel certificate attached hereto as Exhibit J.

21. Intentionally Deleted.

22. Parking. Tenant shall have 24-hour access to and use of a minimum number of non-dedicated parking spaces for the Project required pursuant to applicable local zoning requirements located within Liberty Park. Landlord shall be responsible for the construction of such parking spaces and shall construct a surface parking lot at Landlord's expense which shall be funded in Landlord's budget for the Master Development and amortized in the Rent over the Initial Term of this Lease.

Notwithstanding the foregoing, Tenant acknowledges the existence of additional development within Liberty Park and agrees to cooperate with Landlord, as needed, to develop alternative concepts to address the parking needs of the Project. [High Five Counsel to add details re pick-up/drop-off request]

23. Marketing. Landlord may without Tenant's consent or payment to Tenant, design, prepare, produce, and distribute any marketing materials relating to the Master Development which may include use of Tenant's name and logo, and a description of Tenant or the Project, in such marketing materials.

24. Quiet Enjoyment. Landlord agrees that, so long as no Event of Default exists under the terms of this Lease, Tenant's quiet and peaceful enjoyment of the Property shall not be disturbed or interfered with by Landlord, or by any person or party acting by, through or under Landlord.

25. Recording of Lease. Upon the execution hereof, Landlord and Tenant shall record a memorandum of this Lease in the Office of the Register of Deeds of Shelby County, Tennessee, in substantially the form attached hereto as Exhibit I, and the cost thereof shall be paid by Tenant.

26. Inability to Perform. Anything in this Lease to the contrary notwithstanding, Tenant's inability to fulfill any of Tenant's agreements and undertakings under this Lease (except with respect to any monetary or financial obligations, including, without limitation, the payment of Rent and any other obligations that can reasonably be satisfied with the payment of money) shall not be considered Events of Default if Tenant is prevented or delayed from so doing by reason of strikes, labor troubles, lockouts, riots, civil commotions, acts of God, epidemics, pandemics, governmental restrictions (including government mandated closures), unavailability of services or materials, or any other cause beyond the reasonable control of Tenant.

27. Notices. Any notice or other communication given or made pursuant to this Master Lease shall be in writing and shall be (i) delivered personally or by courier, (ii) sent by overnight express delivery, (iii) mailed by certified mail (return receipt requested), postage prepaid, or (iv) sent by email provided the notice is delivered by one of the other methods (i) through (iii) within one (1) business day, to a party at its respective address set forth below (or at such other address as shall be specified by the party by like notice given to the other party):

If to Landlord:

City of Memphis
City Attorney's Office
125 North Main, Room 336
Memphis, TN 38103
Attn: City Attorney
Email: Tannera.Gibson@memphistn.gov

With a copy to:

CC Drayton
Baker, Donelson, Bearman, Caldwell
& Berkowitz, P.C.

165 Madison Avenue, Suite 2000
Memphis, Tennessee 38103
Email : ccdrayton@bakerdonelson.com

If to Tenant:

c/o High Five Entertainment, LLC
ADDRESS
ADDRESS
Attn: Scott Emley and Brad Little
Email: scott@bowlhighfive.com,
brad@bowlhighfive.com

With a copy to:

Ruffner Schoenbaum Murphy, PLLC
901 S. Mopac Expressway
Building 4, Suite 290
Austin, Texas 78746
Attn: Jill G. Murphy
jill@rslawtx.com

All such notices and other communications shall be deemed given on the date of personal or local courier delivery, telecopy transmission, delivery to overnight courier or express delivery service, or deposit in the United States Mail, and shall be deemed to have been received (i) in the case of personal or local courier delivery, on the date of such delivery, (ii) in the case of email, upon actual receipt, (iii) in the case of delivery by overnight courier or express delivery service, on the date following dispatch, and (iv) in the case of mailing, on the date specified in the return receipt therefor.

28. **Intentionally Deleted.**

29. **Intentionally Deleted.**

30. **Intentionally Deleted.**

31. **Brokers.** Each party represents and warrants to the other that it has not dealt with any broker or agent in connection with this transaction other than Shawn Massey of The Shopping Center Group, LLC, and Landlord agrees to pay such party's commission in accordance with a separate agreement. Each party agrees to defend, indemnify, and hold the other harmless from and against any claims by any other broker or agent claiming a commission or other form of compensation by virtue of having dealt with the indemnifying party with regard to this Lease.

32. **Representations and Warranties.**

(a) **Landlord's Representations and Warranties.** Landlord hereby represents and warrants that:

(i) Landlord (1) has all requisite right, power and authority to execute and deliver this Lease and to perform its obligations under this Lease and (2) has taken all necessary action to authorize the execution, delivery and performance of this Lease. Landlord has the authority to lease the Property to Tenant and to carry out Landlord's obligations hereunder. This Lease has been duly executed and delivered by Landlord, and constitutes the legal, valid and binding obligation of Landlord, enforceable against it in accordance with its terms. The Person signing this Lease on behalf of Landlord is authorized to do so.

(ii) The execution, delivery and performance by Landlord of this Lease and the transactions contemplated hereby and the performance by Landlord of its obligations hereunder will not violate any of the terms, conditions or provisions of (1) any judgment, order, injunction, decree, regulation or ruling of any court or other governmental authority, or law to which Landlord is subject or (2) any agreement or contract to which Landlord is a party or to which it is subject.

(iii) No consent or authorization of, or filing with, any Person (including any governmental authority), which has not been obtained, is required in connection with the execution, delivery and performance of this Lease by Landlord.

(iv) There is no litigation, arbitration, administrative proceeding or other similar proceeding pending against Landlord which relates to the Property.

(b) **Tenant's Representations and Warranties.** Tenant hereby represents and warrants that:

(i) Tenant is a limited liability company, duly formed and validly existing and in good standing under the laws of the State of Texas and has full power and authority under the laws of the State of Tennessee to conduct the business in which it is now engaged.

(ii) Tenant has the full right, power and authority to enter in this Lease and to carry out Tenant's obligations hereunder and all requisite action necessary to authorize Tenant to enter into this Lease and to carry out its obligations hereunder have been taken. The Person signing this Lease on behalf of Tenant is authorized to do so.

(iii) The execution, delivery, and performance of this Lease by Tenant and the transactions contemplated hereby and the performance by Tenant of its obligations hereunder do not violate any of the terms, conditions or provisions of (1) Tenant's organizational documents, (2) any judgment, order, injunction, decree, regulation or ruling of any court or other governmental authority, or law to which Tenant is subject, or (3) any agreement or contract to which Tenant is a party or to which it is subject. This Lease has been duly executed and delivered by Tenant, and constitutes the legal, valid and binding obligation of Tenant, enforceable against Tenant in accordance with its terms.

(iv) No consent or authorization of, or filing with, any Person (including any governmental authority), which has not been obtained, is required in connection with the execution, delivery and performance of this Lease by Tenant.

(v) There are no actions, suits, arbitrations, governmental investigations or other proceedings pending, or to the knowledge of Tenant threatened, which might adversely affect its right to enter into or perform this Lease.

33. Surrender at End of Term.

(a) On the last day of the Term or upon any earlier termination of this Lease, or upon a re-entry by Landlord upon the Premises pursuant to Section 16 hereof, Tenant shall well and truly surrender and deliver up to Landlord the Property in its as-is condition. If the Term has naturally expired, the Property shall be delivered free and clear of all lettings, occupancies, liens and encumbrances other than those, if any, existing at the date thereof, created by or consented to by Landlord or which lettings and occupancies by their express terms and conditions extend beyond the Term's expiration, and which Landlord shall have consented and agreed, in writing, may extend beyond the Term's expiration, without any payment or allowance whatsoever by Landlord; if the Lease has been terminated or a re-entry by Landlord has occurred pursuant to Section 16, then the Property shall be delivered subject to all lettings, occupancies, liens, and encumbrances and their respective terms. Tenant shall have no obligation to remove any improvements therefrom. Tenant hereby waives any notice now or hereafter required by law with respect to vacating the Property on any such termination date.

(b) On the last day of the Term or upon any earlier termination of the Lease, or upon a re-entry by Landlord upon the Premises pursuant to Section 16 hereof, Tenant shall deliver to Landlord all approved subleases (with Tenant's executed counterparts) and any service and maintenance contracts, to the extent assignable, then affecting the Property which Landlord has elected to assume, true and complete maintenance records for the Property, all original licenses and permits then pertaining to the Property, permanent or temporary Certificates of Occupancy then in effect for or otherwise pertaining to the Property, and all warranties and guarantees then in effect which Tenant has received in connection with any work or services performed or improvements installed on the Property, together with a duly executed assignment thereof to Landlord, and any and all other non-confidential documents of every kind and nature whatsoever relating to the Property that are in Tenant's possession and control.

(c) Any personal property of Tenant or of any subtenant which shall remain on the Property for thirty (30) days after the termination of this Lease and after the removal of Tenant or such subtenant from the Property, may, at the option of Landlord, be deemed to have been abandoned by Tenant or such subtenant and either may be retained by Landlord as its property or be disposed of, without accountability, in such manner as Landlord may see fit. Landlord shall not be responsible for any loss or damage occurring to any such property owned by Tenant or any subtenant.

(d) The provisions of this Section 32 shall survive any termination of this Lease.

34. Easements. In connection with the initial development of the Project and to the extent necessary to provide ingress, egress, rights-of-way, parking, and utilities to and from the Property or any portion of the Project, Landlord may enter into, and record in the applicable land records against the Property, one or more easements, covenants, and agreements (each, an

“Easement”) setting forth (as and when necessary), among other things, (a) easements for utilities, including sewer, water, electricity, gas, telecommunications, cable and storm water, (b) easements for ingress and egress, (c) easements for parking, (d) maintenance covenants and standards including sharing the cost of maintenance and repair of the shared infrastructure facilities (e.g. roads, storm water, utilities), if any, (e) cooperation provisions regarding the ongoing and future development and construction of the Project and Master Development including the obligation to grant easements necessary for the development and construction of the Project and Master Development including temporary construction and construction staging easements, and (f) such other terms and conditions customarily found in mixed-use developments similar to the Project and Master Development, provided however, that no such Easement shall: (i) materially affect Tenant’s use and enjoyment of the Property, or (ii) pose any economic burden on Tenant beyond the direct benefit it obtains for the Property, unless Tenant consents to such Easement which consent shall not be unreasonably withheld, conditioned, or delayed. Tenant shall be reasonable in granting or withholding its consent to any customary types of Easements described in this Section 34. If Tenant does not consent to an Easement or Landlord and Tenant are unable to resolve any dispute with respect to approval of the Easement, such dispute shall be resolved in accordance with Section 35(n) below. Notwithstanding anything to the contrary in this Lease, Tenant shall be permitted to enter into and record in the applicable land records against the Property one or more Easements for the provision of utilities without Landlord’s prior written consent.

35. Miscellaneous.

(a) All agreements, terms, provisions and conditions in this Lease shall extend and inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

(b) The captions of this Lease are for convenience only and are not to be construed as a part of this Lease, and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

(c) If any term or provision of this Lease shall be to any extent held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, but each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

(d) This Lease shall be construed and enforced in accordance with the laws of the State of Tennessee.

(e) This Lease represents the entire agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral, including but not limited to any letters of intent.

(f) This Lease and any notices given under this Lease may be executed in multiple counterparts each of which taken together shall constitute one and the same instrument, binding on all of the parties hereto, notwithstanding that all of the parties are not signatories to the

original or the same counterpart. Facsimile or scanned signatures via .pdf format or electronic signatures via DocuSign or similar programs will be as valid as original signatures.

(g) Nothing herein contained shall be deemed or constructed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship other than Landlord and Tenant.

(h) Any waiver given by either party with respect to performance by the other party of any provision of this Lease shall be construed only as a waiver of the particular provision in question and only then with respect to the particular failure to comply, and such waiver shall not be construed as a waiver of any separate failure to comply or of any other provisions of this Lease.

(i) In the event Tenant remains in possession of the Property after expiration of the Term, an Extended Term or earlier termination of this Lease, Tenant shall be deemed to be occupying the Property under a tenancy at will with Minimum Rent adjusted to one hundred fifty percent (150%) of the Minimum Rent in effect immediately prior to such expiration or termination of this Lease thereafter, and otherwise subject to all the conditions, provisions and obligations of this Lease; provided, however, if Landlord and Tenant are then negotiating an extension of this Lease in good faith, Tenant shall not be deemed to be occupying the Property under a tenancy at will and shall continue to pay the Minimum Rent then in effect immediately prior to such expiration or termination of this Lease.

(j) If either party shall engage an attorney to enforce any provisions of this Lease or to seek a declaratory judgment as to its rights hereunder, the prevailing party shall pay the reasonable out-of-pocket attorney's fees of the other party.

(k) Whenever herein the singular number is used, the same shall include the plural and words of any gender shall include each other gender.

(l) The individuals executing this instrument on behalf of Landlord and Tenant, respectively, represent that each has been duly authorized to do so by appropriate action taken by Landlord or Tenant, as the case may be, for this Lease to be binding and enforceable.

(m) Neither the leasehold interest in the Property and the fee interest of Tenant in the improvements to be constructed thereon nor the fee interest of Landlord in the Property shall in any way merge, it being the express intention of the parties that such separate interests in the Property and the improvements to be located thereon shall remain separate and shall not merge during the Term or any Extended Term of this Lease, regardless of any change in ownership or the ownership of all such interests by the same party.

(n) In the event of a dispute between Landlord and Tenant regarding any matters arising under this Lease, Landlord and Tenant each covenant and agree to engage in good faith negotiations with the other in an attempt to promptly resolve such dispute. Except as

otherwise specifically provided in this Lease or as otherwise mutually agreed in writing by Landlord and Tenant, any dispute between the parties arising from or in connection with this Lease shall be resolved by judicial proceedings to the extent such dispute cannot be resolved following good faith negotiations between the parties. The courts of Shelby County, Tennessee or the federal courts sitting in the Western District of Tennessee, if they have subject matter jurisdiction, shall be the exclusive venue for any legal action arising out of or related to this Lease. Landlord and Tenant hereby agree to waive any rights they might otherwise have to a trial by jury under any provision of any applicable law in any action or proceeding based upon or related to the subject matter of this Lease or any of the transactions related to this Lease. This waiver is knowingly, intentionally, and voluntarily made by Landlord and Tenant, and each of Landlord and Tenant acknowledges that the other party has not made any representations of fact to induce this waiver of trial by jury or in any way to modify or nullify its effect.

(o) This Lease may be amended only by an instrument in writing signed by both parties to this Lease.

(p) Time is of the essence as to all dates and times in this Lease.

(q) Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday in the State of Tennessee, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, nor legal holiday. The last day of any period of time described herein shall be deemed to end at 5:00 p.m. ET or EST, as applicable.

(r) Tenant hereby certifies to comply with all applicable federal and state laws prohibiting the employment of individuals not legally authorized to work in the United States. Tenant shall not knowingly (i) utilize the services of illegal immigrants; or (ii) utilize the services of any subcontractor who will utilize the services of illegal immigrants in the performance of the contract. Tenant shall require its General Contractor to comply with all applicable federal and state laws prohibiting the employment of individuals not legally authorized to work in the United States and shall replace such General Contractor in the event the General Contractor violates such compliance requirement and thereby defaults under its Construction Contract.

(s) Neither party shall engage in any conduct or activity in the performance of this Agreement that constitutes a conflict of interest under applicable federal, state or local laws, rules and regulations. Tenant covenants that it has no public or private interest, and shall not acquire any interest, directly or indirectly, which would conflict in any manner with the performance required under this Agreement, and Tenant covenants that no gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Tenant or any agent or representative of Tenant, to any officer, official, agent or employee of Landlord, in an effort to secure the Agreement or favorable treatment with respect to any determinations concerning the performance of the Agreement. Tenant warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Landlord as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Tenant in

connection with anything contemplated or performed relative to this Agreement. For breach or violation of this provision, Landlord shall have the right to recover or withhold the full amount of such gratuities. Landlord warrants that no part of the total contract amount provided herein has been paid directly or indirectly to any officer or employee of Landlord as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Tenant in connection with anything contemplated or performed relative to this Agreement.

(t) Tenant hereby agrees to abide by, to take affirmative action to ensure that, and to comply with Title VI and Title VII of the Civil Rights Act of 1964 and all other federal, state or local laws prohibiting discrimination, which provide in whole or in part, that no person shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in Tenant's employment practices on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, state or statutory law. Tenant shall, upon request, show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination. Landlord reserves the right to investigate any claims of illegal discrimination by Tenant and in the event a finding of discrimination is made and upon written notification thereof, Tenant shall take all necessary steps to cure and rectify such action to the reasonable satisfaction of Landlord. All of Tenant's construction agreements shall specifically contain a provision to this effect.

(u) To the extent permitted by law, Tenant shall have the right to all depreciation deductions, investment tax credits and other similar tax benefits attributable to any construction, demolition and restoration performed by Tenant or attributable to the ownership of the Property. Landlord, from time to time, shall execute and deliver such instruments as Tenant shall reasonably request in order to effect the provisions of this Section, and Tenant shall pay Landlord's reasonable costs and expenses thereof. Landlord makes no representations as to the availability of any such deductions, credits or tax benefits.

(v) Landlord shall consider in good faith any modification to this Lease requested by Tenant as a condition or term of obtaining equity investment in the Property, provided that the same does not increase Landlord's obligations or diminish Landlord's rights, remedies and immunities hereunder.

(w) This Lease shall be senior at all times to the lien of any mortgage or mortgages and to the lien of any deed of trust or other method of financing or refinancing (hereinafter collectively referred to as "Landlord Mortgage") now or hereafter existing against all or a part of the fee Property, and to all renewals, modifications, replacements, consolidations and extensions thereof, and Landlord shall execute and deliver all documents reasonably requested by Tenant in order to confirm that any such Landlord Mortgage is fully and unconditionally subordinated to this Lease. At no time shall Landlord encumber the Property with any Landlord Mortgage without providing written notice to Leasehold Mortgagee, provided Landlord shall cause the lender of the Landlord Mortgage to execute a subordination, non-disturbance and attornment agreement that is reasonably acceptable to Tenant and Leasehold Mortgagee.

(x) **Opportunity Zone.** Landlord and Tenant acknowledge that the Project is located within a Qualified Opportunity Zone (the “**QOZ**”), as evidenced by Exhibit N attached hereto.

(y) **Incentives.** Certain economic incentives may be available to Tenant in relation to the Project. Landlord shall assist and reasonably cooperate with Tenant with applying for and securing such incentives.

(z) **Approvals.** Any approval required of the Landlord under this Lease shall not be unreasonably withheld, conditioned, denied or delayed. Unless otherwise noted in this Agreement, the following process shall be used with respect to any approval required of the Landlord hereunder (the “**Approval Process**”): Landlord shall complete its review of each submission by Tenant and provide a written response thereto within fifteen (15) Business Days after its receipt of the same. If Landlord does not respond in writing within the [twenty (20) Business Days], Tenant may provide to Landlord a written notice (a “**Second Request**”) requesting that Landlord approve or disapprove the submission. After a Second Request, Landlord shall have an additional fifteen (15) Business Days] to notify Tenant in writing of Landlord’s approval or disapproval of the applicable submission. If Landlord fails to approve the submission or disapprove any part of the same within the timeframes set forth above, such submission shall be deemed approved by Landlord. Landlord shall use good faith efforts to discuss each submission within seven (7) days of such submission to Landlord. Any Landlord notice of disapproval (“**Disapproval Notice**”) shall state in reasonable detail the basis for such disapproval. If Landlord issues a Disapproval Notice, Tenant shall revise the applicable documents to address the objections of Landlord and shall resubmit the revised documents for approval within fifteen (15) Business Days. Any approved documents may not be later disapproved by Landlord unless any disapproval and revision is mutually agreed upon by the parties. Landlord’s review of any submission that is responsive to a Disapproval Notice shall be limited to the matters disapproved by Landlord as set forth in the Disapproval Notice, but shall not be so limited with regard to any new matters shown on such submission that were not included or indicated on any prior submission. Landlord shall respond to any resubmission by Tenant following a Disapproval Notice within fifteen (15) Business Days. If Landlord does not respond in writing within the fifteen (15) Business Days, Tenant may provide to Landlord a Second Request, which shall be governed by the same procedure set forth above in this Section 35(z).

36. Tenant Right of First Offer.

(a) Subject to and upon the terms and conditions hereinafter set forth, Landlord hereby grants to Tenant a right of first offer (the “**Right of First Offer**” or “**ROFO**”) with respect to any proposed Sale (as defined below) of Landlord’s interest in the Property or any portion thereof (such interest subject to Sale being the “**ROFO Property**”). If at any time Landlord elects to market or desires to sell the ROFO Property or Landlord’s interest therein to third parties unaffiliated with Landlord (each, a “**Third Party Purchaser**”) then, Landlord shall give written notice thereof to Tenant. Landlord’s notice shall invite Tenant to submit its desired price to purchase the ROFO Property (the “**ROFO Price**”), together with the other terms and conditions of such listing, which terms and conditions shall reflect Tenant’s good faith determination of market conditions and the market value of the ROFO Property (the “**ROFO Tenant Notice**”).

Tenant shall have the right, at Tenant's option, exercisable as hereinafter provided, to purchase Landlord's interest that is the subject of the proposed Sale on the terms and conditions set forth in this Section 36.

(b) If the parties agree on the ROFO Price and other business terms reflected in the ROFO Tenant Notice, then the ROFO Price and other terms so agreed upon shall be deemed to be a part of the terms upon which Tenant shall have the right to exercise its ROFO and Landlord and Tenant shall negotiate in good faith the remaining terms and conditions of any purchase of the ROFO Property for a period of thirty (30) days, which other terms and conditions shall be consistent with customary purchase and sale agreements for commercial property in the Memphis area and proceed to closing of the Sale. If the parties are unable to agree on the terms and conditions of the Sale of the ROFO Property (the "**ROFO Terms**") within the thirty (30) day period following Landlord's receipt of the ROFO Tenant Notice, then Landlord shall have the right to sell the ROFO Property to a Third Party Purchaser in its sole discretion and on terms that may differ from the ROFO Tenant Notice.

(c) As used herein, the term "**Sale**" shall mean any sale, assignment, exchange, transfer or other disposition of, or the entering into of any loan for the sole purpose of defeating the Right of First Offer as to, either of the following: (a) all or any portion of the Property, or (b) all or any portion of the ownership interests in Landlord; provided however, that the term "Sale" shall not include: (i) any sale, assignment, exchange, transfer or other disposition of all or any portion of the Property to a Third Party Purchaser in a condemnation proceeding or pursuant to a conveyance in lieu of condemnation; (ii) the grant or conveyance from time to time of easements, rights-of-way, and comparable interests to utilities and governmental entities; (iii) except as provided above in this sentence, any conveyance resulting from the financing or refinancing of Landlord's fee interest in the Property or the foreclosure of a mortgage encumbering Landlord's fee interest in the Property, or any deed given in lieu of such foreclosure; or (iv) any sale, assignment, exchange, transfer or other disposition to a governmental authority.

(d) Tenant shall also have the right of first opportunity to develop a concert venue adjacent to, or above Tenant's Property.

[SIGNATURES FOLLOW ON SEPARATE PAGES]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Lease as of the Effective Date with actual execution on the dates set forth in the respective acknowledgments below.

LANDLORD:

CITY OF MEMPHIS,
a municipal corporation

By: _____

Name: Paul Young

Title: Mayor

Approved as to Form:

Tannera Gibson, Chief Legal
Officer/ City Attorney

Attest:

Comptroller

STATE OF TENNESSEE)

COUNTY OF SHELBY)

Personally appeared before me, the undersigned, a Notary Public for the state and county aforesaid, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is the _____ of the City of Memphis, a municipal corporation and political subdivision of the State of Tennessee, and is authorized to execute this instrument on behalf of such corporation.

WITNESS my hand and seal at office this _____ day of _____, 2024.

Notary Public

My Commission Expires:

TENANT:

HIGH FIVE ENTERTAINMENT, LLC

a Texas limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

Personally appeared before me, the undersigned, a Notary Public for the state and county aforesaid, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is the _____ of _____, a _____ company, and is authorized to execute this instrument on behalf of such company.

WITNESS my hand and seal at office this _____ day of _____, 2024.

Notary Public

My Commission Expires:

EXHIBIT A

Site Description

Being all of Area "A" of the 'Memphis Fairgrounds Planned Development' as recorded in Plat Book 288, Page 21 all at the Shelby County Register's office, City of Memphis, Shelby County, State of Tennessee being more particularly described by metes and bounds as follows:

Commencing at the intersection of the west right of way line of South Hollywood Street (80'ROW) with the south right of way line of Central Avenue (80'ROW) being the northeast corner of Area "C" of the 'Memphis Fairgrounds Planned Development' as recorded in Plat Book 288, Page 21 all at the Shelby County Register's office, City of Memphis, Shelby County, State of Tennessee; thence with a portion of said south right of way line, North 86°02'12" West a distance of 490.76' to the TRUE POINT OF BEGINNING; thence departing from said south right of way line, South 03°13'07" West a distance of 885.13' to a point of curvature; thence in a southwesterly direction along the arc of a curve to the right having a radius of 39.50' (Long Chord = S29°41'17"W, 35.21') an arc length of 36.50' to a point; thence in a non-tangent direction, North 86°43'54" West a distance of 798.20' to a point of non-tangent curvature; thence in a northwesterly direction along the arc of a curve to the right having a radius of 24.50' (Long Chord = N17°55'27"W, 17.67') an arc length of 18.08' to a point; thence North 03°13'07" East a distance of 828.15' to a point; thence North 11°14'44" East a distance of 60.59' to a point; thence North 03°57'14" East a distance of 14.60' to a point of curvature; thence in a northeasterly direction along the arc of a curve to the right having a radius of 19.50' (Long Chord = N14°36'35"E, 7.41') an arc length of 7.45' to a point on said south right of way line of Central Avenue; thence with a portion of said south right of way line, South 86°02'12" East a distance of 810.23' to said TRUE POINT OF BEGINNING.

Said described Area "A" containing 755,369 square feet or 17.34 acres, more or less.

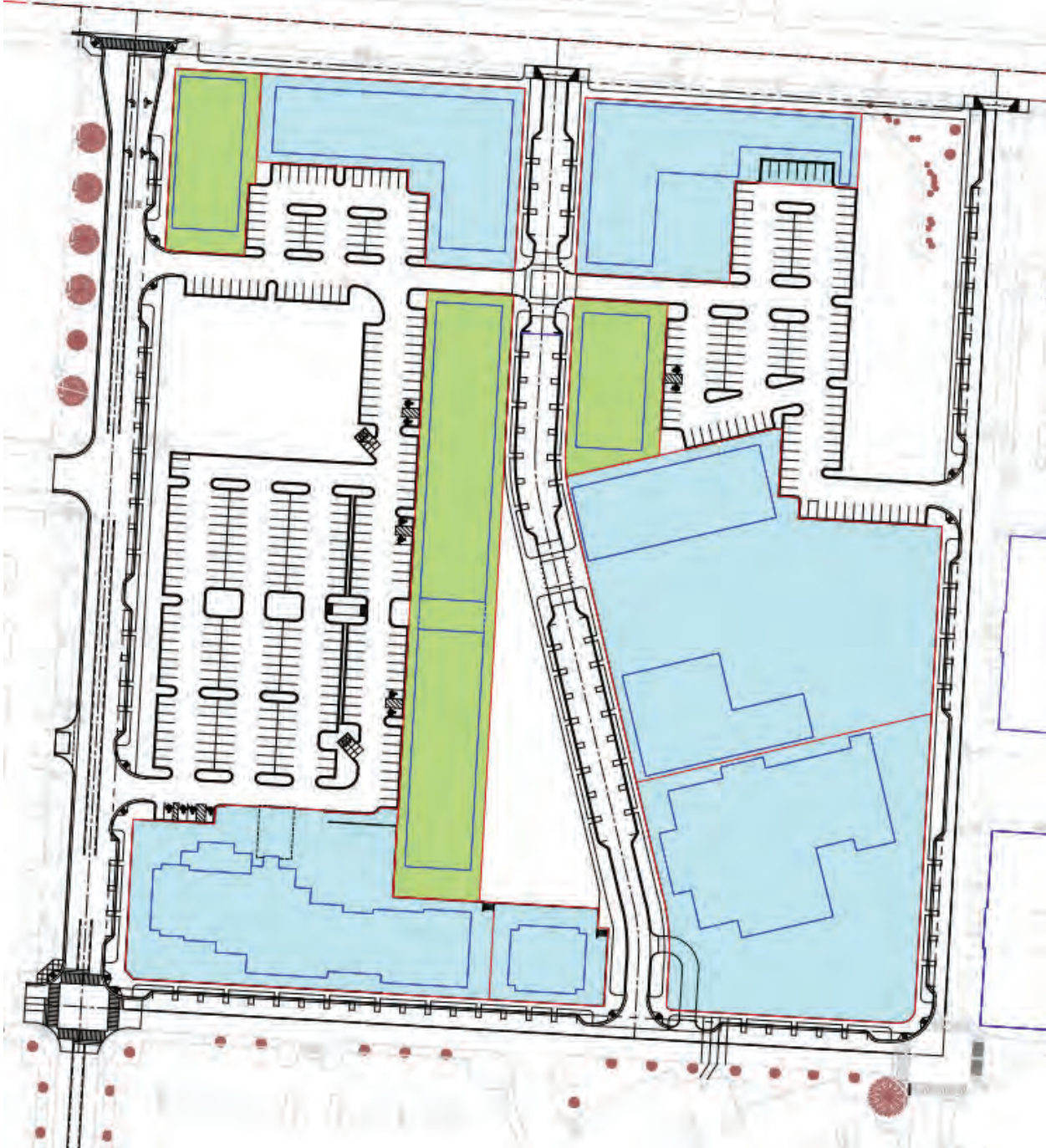


EXHIBIT B

Property Description

Being property contained entirely within a portion of Area "A" of the Outline Plan for the Memphis Fairground Planned Development as recorded in Plat Book 288, Page 21 at the Shelby County Register's Office, City of Memphis, Shelby County, State of Tennessee; said property being more particularly described by metes and bounds as follows:

Commencing at the centerline intersection of Larry Finch Lane (60' wide, private) and Raymond Skinner Drive (width varies, private); thence with a portion of the centerline of said Larry Finch Lane, North $03^{\circ}16'06''$ East a distance of 35.00' to a point; thence departing from and perpendicular to said centerline, South $86^{\circ}43'54''$ East a distance of 30.00' to a point in the back of a sidewalk being common with the east line of said Larry Finch Lane and being the TRUE POINT OF BEGINNING; thence with said back of sidewalk, North $03^{\circ}16'06''$ East a distance of 41.38' to a point of curvature; thence continuing with said back of sidewalk in a northwesterly direction along the arc of a tangent curve to the left having a radius of 230.00' (Long Chord = $N04^{\circ}56'26''W$, 65.68') an arc length of 65.90' to a point of tangency; thence continuing with said back of sidewalk, North $13^{\circ}08'58''$ West a distance of 116.13' to a point; thence departing from said back of sidewalk, North $76^{\circ}50'07''$ East a distance of 299.71' to a point in the back of a sidewalk, common with the west line of Fred Jones Way (width varies); thence with said back of sidewalk, South $03^{\circ}13'07''$ West a distance of 292.55' to a point of tangent curvature; thence in a southwesterly direction along the arc of a curve to the right having a radius of 15.00' (Long Chord = $S48^{\circ}14'36''W$, 21.22') an arc length of 23.57' to a point of tangency on the back of a sidewalk, common with the north line of said Raymond Skinner Drive; thence with said back of sidewalk, North $86^{\circ}43'54''$ West a distance of 225.52' to a point of tangent curvature; thence in a northwesterly direction along the arc of a curve to the right having a radius of 5.00' (Long Chord = $N41^{\circ}43'54''W$, 7.07') an arc length of 7.85' to said TRUE POINT OF BEGINNING. Said described property containing 69,889 square feet or 1.60 acres, more or less.

EXHIBIT C

Tenant's Work

The High Five Entertainment Complex at Liberty Park will be [High Five and Vieste to complete]

EXHIBIT D

Insurance

Tenant shall not commence any work under this contract until it has obtained and caused its subcontractors to procure and keep in force all insurance required. Tenant shall require all subcontractors to carry insurance, as outlined below, in case they are not protected by the policies carried by Tenant. Tenant is required to provide copies of the insurance policies upon request. Tenant shall furnish to City's Designated Representative, on behalf of the Division to which services or materials are being provided under this Ground Lease, a Certificate of Insurance and/or policies attested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in effect. All insurance companies must be acceptable to the City of Memphis and licensed in the state of Tennessee with a Best Insurance Rating of A and Class VII or better and authorized to do business in the state where the work is performed.

If any of the Insurance Requirements are non-renewed at the expiration dates, at the option of the City, the City may pay the renewal premiums and require reimbursement of such payment from Tenant.

Each certificate or policy shall require and state in writing the following clauses:

Company shall provide notice to the City within three (3) business days following receipt of any notice of cancellation or material change in Company's insurance policy from Company's insurer. Such notice shall be provided to City by certified mail, to the following addresses:

City of Memphis
Attn: Risk Management
170 N. Main St., 5th Floor
Memphis, TN 38103

City of Memphis
Attn: Purchasing Agent
125 North Main, Room 354
Memphis, TN 38103

The Certificate of Insurance shall state the following: "The City of Memphis, its officials, agents, employees and representatives shall be named as additional insured on all liability policies." The additional insured endorsements shall be attached to the Certificate of Insurance and the Certificate of Insurance shall also state: "The additional insured endorsement is attached to the Certificate of Insurance."

WORKERS COMPENSATION:

The Company shall maintain in force Workers' Compensation coverage in accordance with the Statutory Requirements and Minimum Limits of the State of Tennessee and shall require all subcontractors to do likewise.

Employer's Liability	\$100,000	Each Accident
	\$500,000	Disease-Policy Limit
	\$100,000	Disease-Each Employee

AUTOMOBILE LIABILITY:

Covering owned, non-owned, and hired vehicles with Minimum Limits of:

\$1,000,000 Each Occurrence – Combined Single Limits

COMMERCIAL GENERAL LIABILITY WITH CITY AS ADDITIONAL INSURED:

Commercial General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor's Liability, and Broad Form Property Damage Liability Coverage with Minimum Limits of (satisfied by a combination of both primary and umbrella liability limits):

\$5,000,000	General Aggregate
\$2,000,000	Products-Completed Operations
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence (Bodily Injury & Property Damage)
\$ 50,000	Fire Damage any One Fire
\$ 5,000	Medical Expense any One Person

UMBRELLA /EXCESS LIABILITY with Minimum Limits of:

\$2,000,000 Each Occurrence / \$2,000,000 Aggregate

PROPERTY INSURANCE:

Tenant shall be responsible for maintaining any and all property insurance on their own equipment and shall require all subcontractors to do likewise. Tenant shall require all sub-contractors to carry insurance, as outlined above, in case they are not protected by the policies carried by the Company.

The Company is required to provide copies of the insurance policies upon request.

BUSINESS INCOME

MECHANICAL / EQUIPMENT BREAKDOWN (if boilers on premises)

EXHIBIT E

Reserved

EXHIBIT F

Landlord's Work

Please see Exhibit "C" (Infrastructure and Construction Responsibility) of the Development Agreement.

EXHIBIT G

Surveyor's Certification

The survey shall contain a certificate substantially as follows:

“To: City of Memphis, a municipal corporation; High Five Entertainment, LLC, its successors and assigns; (Name of Leasehold Mortgagee), its successors and assigns; and (Name of Title Insurance Company):

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10, 11(a), 11(b), 13, 14, 16, 17, 18 and 19 of Table A thereof. The field work was completed on _____.

Date of Plat or Map: _____ (Surveyor's signature, printed name and seal with Registration/License Number)”

EXHIBIT H

Commencement Date Declaration

This DECLARATION OF COMMENCEMENT DATE (this “**Declaration**”) is made as of _____, 202__, by the CITY OF MEMPHIS, a municipal corporation and political subdivision of the State of Tennessee (“**Landlord**”), and High Five Entertainment, LLC, [a Texas limited liability company] (“**Tenant**”), who agree as follows:

1. Landlord and Tenant entered into that certain Ground Lease dated as of _____, 2024 (the “**Lease**”), in which Landlord leased to Tenant, and Tenant leased from Landlord, certain Property located within the Liberty Park Master Development. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Lease.

2. Pursuant to the Lease, Landlord and Tenant agreed to and do hereby confirm the following matters:

- a. The Commencement Date is _____, 202__.
- b. The Rent Commencement Date is _____, 202__.
- c. The expiration date of the initial Term is _____, 20__, unless sooner terminated pursuant to the terms of the Lease.

d. Unless Tenant elects not to extend the Term for one or more Extension Terms, the Extension Terms begin and expire as follows:

- i. First (1st) Extension Term:
_____, 2____, to _____, 2____
- ii. Second (2nd) Extension Term:
_____, 2____, to _____, 2____
- iii. Third (3rd) Extension Term:
_____, 2____, to _____, 2____
- iv. Fourth (4th) Extension Term:
_____, 2____, to _____, 2____
- v. Fifth (5th) Extension Term:
_____, 2____, to _____, 2____
- vi. Sixth (6th) Extension Term:
_____, 2____, to _____, 2____

- e. The number of rentable square feet of the Project is _____.

f. Tenant's Proportionate Share with respect to CAM expenses is \$_____ per gross square foot.

g. The Lease is in full force and effect and has not been modified, altered, or amended, except as follows: _____.

3. The provisions of this Declaration shall inure to the benefit of, or bind, as the case may require, the parties and their respective successors and assigns, and to all Leasehold Mortgagees of the Property, subject to the restrictions on assignment and subleasing contained in the Lease, and are hereby attached to and made a part of the Lease.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Declaration as of the date set forth above.

LANDLORD:

CITY OF MEMPHIS,
a municipal corporation

By: _____
Name: _____
Title: _____

TENANT:
HIGH FIVE ENTERTAINMENT, LLC

_____,
[a Texas limited liability company]

By: _____

Name: _____

Title: _____

EXHIBIT I

Memorandum of Ground Lease

AFTER RECORDATION,
PLEASE RETURN TO:

MEMORANDUM OF GROUND LEASE

THIS MEMORANDUM OF GROUND LEASE (this “**Memorandum**”) is made this ____ day of _____, 2024, by and between the **CITY OF MEMPHIS**, a municipal corporation and political subdivision of the State of Tennessee (“**Landlord**”), with a primary address of 125 North Main, Room 336, Memphis, TN 38103, and High Five Entertainment, LLC , [a Texas limited liability company] (“**Tenant**”), with a current address of _____.

WHEREAS, Landlord, as landlord, and Tenant, as tenant, entered into that certain Ground Lease dated as of _____, 2024 (the “**Lease**”), which Lease provides for, among other things, the leasing by Landlord to Tenant of certain real property and improvements located thereon located at _____ in the City of Memphis and described on **Exhibit A** attached hereto and made a part hereof (the “**Leased Premises**”); and

WHEREAS, Landlord and Tenant desire to enter into this Memorandum, which is to be recorded in the Office of the Register of Deeds of Shelby County, Tennessee, so that third parties may have notice of the existence of the Lease and of Tenant’s leasehold interest in the Leased Premises.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Landlord and Tenant do hereby agree as follows:

1. The Recitals set forth above are incorporated by this reference as if fully set forth in this Memorandum. Capitalized terms used but not defined herein shall have the meanings given them in the Lease.
2. This Memorandum is for the sole purpose of giving notice of the Lease, which Lease speaks for itself with respect to the parties’ respective rights and obligations thereunder. This Memorandum is not intended to create or modify any rights or obligations on the part of Landlord or Tenant with respect to the Lease.

3. The initial term of the Lease expires thirty (30) years after the Commencement Date. Tenant has four (4) extension options of ten (10) years each.
4. Tenant has a right of first offer to purchase the Leased Premises.
5. Landlord has the right of first offer if Tenant's lender wants to sell its leasehold interest in the Ground Lease in a foreclosure sale or after receiving a voluntary assignment of the Lease and the leasehold estate in lieu of a foreclosure.
5. This Memorandum shall be recorded in the Office of the Register of Deeds of Shelby County, Tennessee, with consent of Landlord and Tenant.
6. This Memorandum may be executed in multiple counterparts, all of which shall together constitute a single instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Memorandum of Ground Lease as of the date first above written.

LANDLORD:

CITY OF MEMPHIS,
a municipal corporation

By: _____
Name: _____
Title: _____

Approved as to Form:

Tannera Gibson, Chief Legal Officer/
City Attorney

Attest:

Comptroller

STATE OF TENNESSEE)

COUNTY OF SHELBY)

Personally appeared before me, the undersigned, a Notary Public for the state and county aforesaid, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is the _____ of the City of Memphis, a municipal corporation and political subdivision of the State of Tennessee, and is authorized to execute this instrument on behalf of such corporation.

WITNESS my hand and seal at office this _____ day of _____, 2024.

Notary Public

My Commission Expires:

TENANT:
HIGH FIVE ENTERTAINMENT, LLC

_____,
[a Texas limited liability company]

By: _____
Name: _____
Title: _____

STATE OF _____)

COUNTY OF _____)

Personally appeared before me, the undersigned, a Notary Public for the state and county aforesaid, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is the _____ of _____, a _____ company, and is authorized to execute this instrument on behalf of such company.

WITNESS my hand and seal at office this ____ day of _____, 2024.

Notary Public

My Commission Expires:

Exhibit A

Leased Premises

EXHIBIT J

Ground Lease Estoppel

GROUND LEASE ESTOPPEL CERTIFICATE AND AGREEMENT

[DATE]

PROPERTY NAME: _____

PROPERTY ADDRESS: _____

(the “**Property**”)

LEASE DATE: _____

LANDLORD: CITY OF MEMPHIS
 (“**Landlord**”)

TENANT: HIGH FIVE ENTERTAINMENT, LLC
 (“**Tenant**”)

Landlord acknowledges that (a) _____, a _____ (together with its successors and assigns, “**Lender**”) has agreed, subject to the satisfaction of certain terms and conditions, to make a loan (the “**Leasehold Mortgage Loan**”) to Tenant, which Leasehold Mortgage Loan is or will be secured by a lien on Tenant’s leasehold interest in the Property (the “**Premises**”), and (b) Lender is requiring this Ground Lease Estoppel Certificate and Agreement (this “**Estoppel Certificate**”) as a condition to its making the Leasehold Mortgage Loan. Accordingly, Landlord hereby certifies, confirms, covenants and agrees to Lender and its transferees, successors and assigns, as follows:

1. A true, complete and correct copy of the lease between Landlord and Tenant with respect to the Premises, together with any other amendment, supplement or agreement related thereto, is attached hereto as Schedule I (collectively, the “**Lease**”). Other than as attached on Schedule I, the Lease has not been modified, changed, altered, assigned, supplemented or amended in any respect. The Lease represents the entire agreement between Landlord and Tenant with respect to the Premises.

2. Landlord hereby consents to the Leasehold Mortgage Loan secured by a lien as to the leasehold estate created by the Lease, and to the encumbrance of a security lien against Tenant’s leasehold estate as security for repayment of the Leasehold Mortgage Loan, it being expressly

understood and agreed that Lender and its successors and assigns may specifically rely on the provisions of this Estoppel Certificate.

3. The Lease provides for an original term of thirty (30) years, commencing on _____ and expiring on _____.

4. The Lease makes the following provision for renewal or extension of its term beyond the original term: (check one)

the Lease does not contain an option(s) or other right to renew or extend for any additional term or terms.

the Lease contains an option for four (4) additional term(s) of ten (10) years each.

5. The rent currently payable by Tenant to Landlord under the Lease is \$17,756.60 [per annum, payable in monthly installments]. All rent and other charges due and currently payable by Tenant under the Lease through the date hereof have been fully paid by Tenant.

6. The Lease is valid and in full force and effect, and there is no existing default or unfulfilled obligation on the part of Tenant in any of the terms and conditions of the Lease, and no event has occurred or condition exists which, with the passing of time or giving of notice or both, would constitute an event of default under the Lease.

7. Landlord has no right to terminate the Lease [other than as follows: _____].

8. Tenant has a right of first offer to purchase the Premises.

9. Tenant owns all improvements located on the Premises [except as follows: _____].

10. Landlord agrees that it shall not accept a voluntary surrender or termination of the Lease for so long as the Premises are subject to the Leasehold Mortgage Loan.

11. Landlord shall not terminate, cancel, amend or modify the Lease without the prior written consent of Lender.

12. Landlord agrees that if Landlord or Tenant initiates any appraisal, arbitration, litigation or other dispute resolution proceeding affecting the Lease, then Landlord and Tenant shall simultaneously notify Lender, and Lender will have the right to participate in such proceeding on Tenant's behalf, or exercise any or all of Tenant's rights in such proceeding, in each case (at Lender's option) to the exclusion of Tenant.

13. There are no mortgages encumbering Landlord's fee estate in the Property and Landlord acknowledges and agrees that it will not mortgage or otherwise encumber its fee estate in the future.

14. Landlord has not assigned, mortgaged, conveyed, transferred, encumbered, hypothecated or granted to any party any interest in the Lease or the Premises (other than recorded easements, rights of way or similar recorded encumbrances of record as of the date hereof) other than to Tenant, or granted to any party any right or option to purchase the Premises or any interest of Landlord in the Lease other than options granted to Tenant under the Lease. Landlord has not subordinated its interest in the Lease to any mortgage lien or other encumbrance on the fee.

15. Landlord consents to the right of Lender to foreclose on the Leasehold Mortgage Loan and sell or take title to or possession of the leasehold estate of Tenant in its own name or in the name of an assignee or nominee without Landlord's prior consent. In the event of any such foreclosure or any other exercise by Lender of rights and remedies (whether under the Leasehold Mortgage Loan or under applicable law), as a result of which Lender (or its designee or nominee) or a third party purchaser becomes owner of the leasehold estate, or delivery of a deed or other conveyance of Tenant's interest in lieu of any of the foregoing, Landlord agrees that Lender (or its designee or nominee) or a third party purchaser at a foreclosure sale or a transferee that receives a deed in lieu of foreclosure shall only be liable for acts or omissions taking place during the period in which Lender (or its designee or nominee) or such third party purchaser at a foreclosure sale or transferee that receives a deed in lieu of foreclosure had record title to the leasehold estate, and Landlord will provide for an automatic release of Lender (or its designee or nominee) or any third party purchaser at a foreclosure sale or transferee that receives a deed in lieu of foreclosure.

16. Upon receipt of notice from the Landlord of a default by Tenant under the Lease, Lender may, but shall not be obligated to, cure any default of Tenant within the time frame set forth in the Lease afforded to cure such default, and the lapse of thirty (30) days after the expiration of such time frame to cure such default; provided, however, that with respect to any default of Tenant under the Lease which cannot be remedied within such time frame, if Lender commences to cure such default within such time and thereafter diligently proceeds with such efforts and pursues the same to completion, Lender shall have such time as is reasonably necessary to complete curing such default. Notwithstanding the foregoing, with respect to any default of Tenant under the Lease that cannot be remedied without Lender obtaining possession of the Premises, any cure period afforded to Borrower in the Lease shall not commence until Lender obtains possession of the Premises, as long as all other defaults which reasonably can be cured by Lender without Lender obtaining possession of the Premises are so cured, and provided that Lender commences to exercise any rights to obtain possession or to effect foreclosure, and diligently pursues the exercise of such rights thereafter.

17. Lender will rely on the covenants and agreements made by Landlord herein in connection with Lender's agreement to make the Leasehold Mortgage Loan and Landlord agrees that Lender may so rely on such representations and agreements.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the undersigned has signed and delivered this Landlord Estoppel Certificate or has caused this Landlord Estoppel Certificate to be signed and delivered by its duly authorized representative.

LANDLORD:

CITY OF MEMPHIS,
a municipal corporation

By: _____

Name: _____

Title: _____

SCHEDULE I TO GROUND LEASE ESTOPPEL CERTIFICATE

(Copy of Lease)

EXHIBIT K

Exclusive Uses

In accordance with Section 3(a) of the Lease, this Exhibit K may be amended to include future Exclusive Uses. As of the Effective Date of the Lease, the Exclusive Uses are as follows:

Tenant:	Exclusive Use:
High Five Hotel Developer	Arcade, Bowling, Laser Tag, Escape Rooms, Axe Throwing, Virtual Reality, Virtual Golf Suites, Mini-Golf, Zipline, Ropes, & Rock Climbing. Limited Exclusive Hotel Use Restriction: No other hotels, motels or similar lodging facilities may be developed on the PDO Site until the earlier to occur of (x) Hotel Stabilization, or (y) five years after the Hotel Opening Date. “Hotel Stabilization” means an eighty percent (80%) average occupancy of paying hotel guests over a 12-month period. “Hotel Opening Date” is the date that the Hotel is open to the general public as paying hotel guests. [CITY IS FINALIZING NEGOTIATION OF THIS WITH HOTEL DEVELOPER]

EXHIBIT L

Prohibited Uses

None of the following uses or operations shall be permitted on the Property:

- (1) Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation (but this provision shall not restrict the absolute freedom of a tenant or occupant to conduct periodic seasonal, promotional or clearance sales or legitimate going out of business sales).
- (2) Sale of any so-called "Army and Navy" surplus, or previously worn or "used" goods, as those terms are generally used at this time and from time to time hereafter (except for fine antique furniture and antique jewelry or fine used clothes) or other store selling merchandise which is primarily "seconds", "odd-lots", damaged or discontinued including swap shops.
- (3) Any self-storage facilities.
- (4) Any operation primarily used as a warehouse operation (which shall not include storage incidental to a retail operation conducted on the same premises), any factory, manufacturing or industrial operation or usage, any processing or rendering plant, or any lumber yard (except in connection with the operation of a home improvement store).
- (5) Any governmental use or office, except as expressly permitted herein or any social service functions or facilities.
- (6) The operation of a massage parlor or bath house, adult book or adult video store, or for the sale, rental or exhibition of pornographic material and/or display in storefront windows or in areas within the Property which are visible from outside of the Property, any sign, product or advertising material which is or is for pornographic or "adult" material.
- (7) A night club or discotheque or similar establishment (except for a sit-down full table service restaurant featuring regularly scheduled live entertainment).
- (8) Automobile, recreational vehicle or bus-related uses, including automobile wash racks, used automobile and trailer sales, tire and battery servicing, automobile, truck, trailer, R.V. or boat dealer (or other similar enterprise), sales, leasing, display or repair (other than for office functions relating to such operations).
- (9) A funeral parlor or mortuary.
- (10) A mobile home or trailer court.
- (11) Any dumping, disposing, recycling, incineration or reduction on a large-scale commercial basis of refuse and recyclables (exclusive of collection in appropriately screened areas of refuse and recyclables resulting from normal day to day operations in the locations designated by Landlord from time to time).

- (12) Any commercial laundry or dry cleaning plant or coin-operated laundromat; provided, however, this prohibition shall not prohibit the operation of dry cleaning and laundry equipment and supporting facilities in connection with a laundry and dry cleaning establishment oriented to pick-up and delivery by the ultimate consumer.
- (13) Trade school, university, day care center or school (other than in conjunction with a retail operation).
- (14) An off-track betting business, bingo, lottery or similar “games of chance” sales or facility.
- (15) Any astrology, palm reading, tarot card or other like service or facility.
- (16) Answering services or call centers.
- (17) Display or advertisement, including in storefront windows, whether or not for sale, any “controlled substances”, drug paraphernalia, pornographic material, or any other advertising device, signs, objects or materials that may be considered offensive to community standards in a family-oriented shopping center.

EXHIBIT M

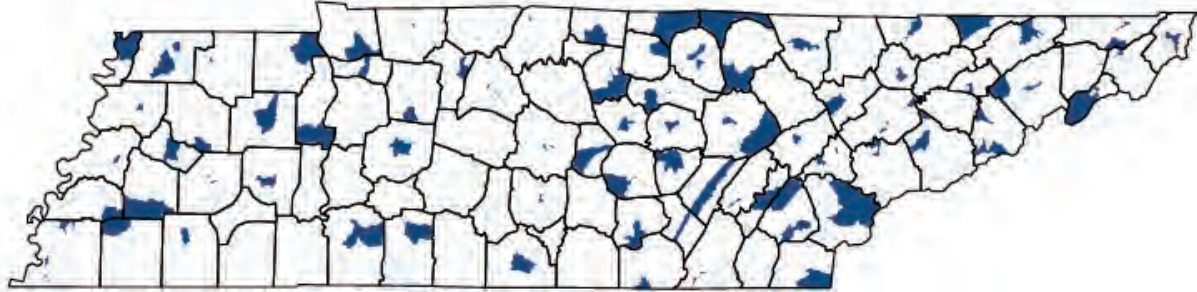
Reserved

EXHIBIT N

Opportunity Zone Documentation

Tract 47157006600 in Shelby County is listed as a qualifying Opportunity Zone.

Tennessee's Opportunity Zones



Tennessee's Opportunity Zones

County Name	Census Tract
Anderson	47001020500
Anderson	47001021000
Bedford	47003950500
Benton	47005963200
Bledsoe	47007953100
Blount	47009010100
Blount	47009010200
Blount	47009010301
Blount	47009010302
Bradley	47011010700
Cannon	47015960200
Carroll	47017962100
Carter	47019071200
Cheatham	47021070104
Claiborne	47025970300
Clay	47027955000
Cocke	47029920200
Cocke	47029920700
Crockett	47033961100
Cumberland	47035970400
Cumberland	47035970800
Davidson	47037010401
Davidson	47037012600
Davidson	47037013601
Davidson	47037013602
Davidson	47037013700
Davidson	47037013800
Davidson	47037013900
Davidson	47037014200
Davidson	47037014800
Davidson	47037015628
Davidson	47037015900
Davidson	47037016000
Davidson	47037016100
Davidson	47037016200
Davidson	47037016300
Davidson	47037017300
Davidson	47037019200
Davidson	47037019300
DeKalb	47041920200
Dickson	47043060602
Dyer	47045964300
Fayette	47047060300
Fentress	47049965300
Gibson	47053966900
Gibson	47053967000
Greene	47059090100
Greene	47059091200
Grundy	47061955300
Hamblen	47063100300
Hamblen	47063100800
Hamilton	47065000400
Hamilton	47065001600
Hamilton	47065001900
Hamilton	47065002000
Hamilton	47065003100
Hamilton	47065012300
Hamilton	47065012400
Hancock	47067960600

County Name	Census Tract
Hardeman	47069950300
Hawkins	47073050400
Hawkins	47073050601
Haywood	47075930500
Henderson	47077975400
Henry	47079969000
Hickman	47081950302
Houston	47083120200
Jackson	47087960400
Johnson	47091956300
Knox	47093000100
Knox	47093000800
Knox	47093001900
Knox	47093002400
Knox	47093003500
Knox	47093006502
Knox	47093006700
Knox	47093006800
Lake	47095960100
Lauderdale	47097050504
Lauderdale	47097050505
Lawrence	47099960300
Lawrence	47099960501
Lincoln	47103975300
Lincoln	47103975400
Loudon	47105060202
Loudon	47105060600
McMinn	47107970101
McMinn	47107970600
Macon	47111970300
Madison	47113000200
Madison	47113000500
Madison	47113000600
Madison	47113000700
Madison	47113000800
Madison	47113000900
Marion	47115050301
Marshall	47117955300
Meigs	47121960200
Monroe	47123925000
Monroe	47123925501
Montgomery	47125100100
Montgomery	47125100200
Montgomery	47125100800
Montgomery	47125100900
Obion	47131965400
Obion	47131965500
Overton	47133950302
Pickett	47137925100
Polk	47139950400
Putnam	47141000600
Putnam	47141000800
Putnam	47141001100
Rhea	47143975401
Roane	47145030600
Rutherford	47149041800
Rutherford	47149041900
Rutherford	47149042100
Scott	47151975200

County Name	Census Tract
Sequatchie	47153060101
Sevier	47155080101
Sevier	47155080400
Shelby	47157000200
Shelby	47157000300
Shelby	47157000400
Shelby	47157001900
Shelby	47157002000
Shelby	47157002100
Shelby	47157002400
Shelby	47157002500
Shelby	47157002700
Shelby	47157002800
Shelby	47157003000
Shelby	47157003600
Shelby	47157003700
Shelby	47157003800
Shelby	47157003900
Shelby	47157004500
Shelby	47157004600
Shelby	47157005000
Shelby	47157005900
Shelby	47157006600
Shelby	47157006700
Shelby	47157007000
Shelby	47157007300
Shelby	47157007400
Shelby	47157011200
Shelby	47157011300
Shelby	47157011400
Shelby	47157011600
Shelby	47157020210
Shelby	47157020300
Shelby	47157022111
Shelby	47157022500
Smith	47159975300
Smith	47159975400
Stewart	47161110600
Sullivan	47163040200
Sullivan	47163042701
Sullivan	47163043000
Sullivan	47163043302
Sumner	47165020300
Sumner	47165020700
Tipton	47167040700
Tipton	47167041000
Unicoi	47171080100
Unicoi	47171080200
Union	47173040201
Van Buren	47175925200
Warren	47177930800
Washington	47179060100
Washington	47179060800
Washington	47179060900
Washington	47179062000
Wayne	47181950200
Weakley	47183968101
White	47185935300

EXHIBIT O

SNDA

[Form to be approved by CCRFC Counsel]

EXHIBIT A to SNDA

THE PROPERTY

EXHIBIT P

Definitions Index

Additional Insureds.....	Section 8(e)
Affiliate of Tenant.....	Section 12(f)
CAM Agreement.....	Section 7
Casualty.....	Section 14(a)
Casualty Notice.....	Section 14(a)
Casualty Renovation Cost.....	Section 14(a)
Causes of Loss – Special Form.....	Section 8(b)
Commencement Date.....	Section 2(a)
Common Areas	Section 7
Control	Section 12(f)
Curable Defaults	Section 19(c)
Easement.....	Section 34
EDGE.....	Section 6(c)
Effective Date	Preamble
Event of Default.....	Section 16(a)
Exclusive Uses	Section 3(a)
Extension Term.....	Section 2(b)
Indemnitees	Section 9
Insurance	Section 8
Landlord.....	Preamble
Landlord’s Work.....	Section 5(a)
Lease	Preamble
Lease Year	Section 2(a)
Leasehold Mortgage.....	Section 19
Leasehold Mortgagee.....	Section 19
Liberty Park	Recitals
Master Development.....	Section 3(b)
MDA	Recitals
Minimum Rent.....	Section 4(b)
Non-Curable Defaults	Section 19(c)
Parent of Tenant.....	Section 12(f)
Person.....	Section 12(f)
PILOT	Section 6(c)
PILOT Lease	Section 6(c)
PILOT Program	Section 6(c)
Prohibited Uses	Section 3(a)
Project	Section 3(a)
Property	Recitals
QOZ	Section 35(x)

Rent.....	Section 4(a)
Rent Commencement Date	Section 4(a)
Right of First Offer	Section 12(g)(i), Section 36(a)
ROFO.....	Section 12(g)(i), Section 36(a)
ROFO Landlord Response Notice	Section 12(g)(i)
ROFO Price.....	Section 12(g)(i), Section 36(a)
ROFO Property	Section 36(a)
ROFO Tenant Notice	Section 12(g)(i), Section 36(a)
ROFO Terms.....	Section 12(g)(ii), Section 36(b)
Sale.....	Section 36(c)
Site	Recitals
SNDA.....	Section 6(c)
Taxes	Section 6(a)
Tenant.....	Preamble
Tenant's Work	Recitals
Term.....	Section 2(a)
Third Party Purchaser	Section 36(a)

GROUND LEASE

by and between

CITY OF MEMPHIS,

a municipal corporation and political subdivision of the State of Tennessee,

as Landlord,

and

LIBERTY PARK RESIDENCES, LLC,

a Delaware limited liability company,

as Tenant

Dated as of [REDACTED], 2024

1.	Grant.	1
2.	Term.	2
3.	Use.	2
4.	Rent.	4
5.	Improvements/Mechanic's Lien.	4
6.	Real Estate Taxes.	5
7.	Common Area Maintenance Charges.	9
8.	Insurance.	9
9.	Indemnity.	10
10.	Compliance with Laws and Ordinances.	11
11.	Landlord's Access to Property.	11
12.	Assignment and Subletting.	11
13.	Maintenance, Repairs, and Replacements.	13
14.	Casualty.	13
15.	Condemnation Proceedings and Dedications.	15
16.	Default/Remedies.	15
17.	Intentionally Deleted.	17
18.	Nondisturbance of Subtenants by Landlord.	17
19.	Tenant's Right to Mortgage.	17
20.	Landlord's and Tenant's Certificates.	20
21.	Intentionally Deleted.	20
22.	Parking.	20
23.	Marketing.	21
24.	Quiet Enjoyment.	21
25.	Recording of Lease.	21
26.	Inability to Perform.	21
27.	Notices.	21
28.	Intentionally Deleted.	22
29.	Intentionally Deleted.	22
30.	Brokers.	22

31.	Representations and Warranties.....	22
32.	Surrender at End of Term.	23
33.	Easements	24
34.	Miscellaneous.....	25
35.	Tenant Right of First Offer.....	29

LIST OF EXHIBITS:

Exhibit A	Site Description
Exhibit B	Property Description
Exhibit C	Tenant’s Work
Exhibit D	Insurance
Exhibit E	Owner’s Affidavit
Exhibit F	Landlord’s Work
Exhibit G	Surveyor’s Certification
Exhibit H	Commencement Date Declaration
Exhibit I	Memorandum of Ground Lease
Exhibit J	Ground Lease Estoppel
Exhibit K	Exclusive Uses
Exhibit L	Prohibited Uses
Exhibit M	<i>Reserved</i>
Exhibit N	Opportunity Zone Documentation
Exhibit O	<i>Reserved</i>
Exhibit P	Definitions Index

GROUND LEASE

THIS GROUND LEASE (this "**Lease**") is executed on the _____ day of _____, 2024 (the "**Effective Date**"), by and between the **CITY OF MEMPHIS**, a municipal corporation and political subdivision of the State of Tennessee ("**Landlord**"), and **LIBERTY PARK RESIDENCES, LLC**, a Delaware limited liability company ("**Tenant**").

WITNESSETH:

WHEREAS, Landlord is the fee simple owner of approximately eighteen (18) acres of land (improved and unimproved) located at the intersection of Early Maxwell Boulevard and Central Avenue in the City of Memphis, Shelby County, Tennessee, commonly known as "**Liberty Park**", as more particularly described on Exhibit A attached hereto and made a part hereof (the "**Site**");

WHEREAS, subject to all the terms and conditions of this Lease, Landlord desires to lease to Tenant and Tenant desires to lease from Landlord a total of 1.56 acres of such land located on the Site, as more specifically identified and described on Exhibit B attached hereto and incorporated herein (the "**Property**"), in order that Tenant may develop the Property in accordance with that certain Development Agreement between the parties dated as of _____, 2024 (the "**Development Agreement**"); and

WHEREAS, Tenant intends to construct certain improvements on the Property, as more particularly described on Exhibit C (the "**Tenant's Work**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Grant.

(a) Landlord, for and in consideration of the rents herein reserved and of the agreements herein contained on the part of Tenant to be kept, observed and performed, does by these presents, demise and lease to Tenant, and Tenant hereby rents and leases from Landlord, the Property, together with non-exclusive rights of ingress and egress thereto; all easements, privileges, hereditaments, and appurtenances, including, without limitation, all development rights; the right of surface and subsurface support of the improvements to be constructed or erected on, above and below the Property; the right to grant and record easements, subdivisions (including air rights subdivisions), and other documents and instruments in connection with or relating to the development, construction, use, operation, enjoyment or management of the Property; and with the right in common with others to use, to the extent applicable, the Common Areas (as hereinafter defined) and to pass over and park on the drive and parking facilities of the Master Development (as hereinafter defined).

(b) In connection with the execution of this Lease, Tenant shall purchase, on its behalf and at its own expense, a Leasehold Policy of Title Insurance underwritten by a reputable national title insurance underwriter insuring Tenant's leasehold interest in and to the Property with an amount of policy equal to the appraised tax value of the Property. Landlord shall, at its own expense,

cause the preparation of and provide to Tenant once completed a customary American Land Title Association survey in compliance with the 2021 ALTA standards for the Property and which shall use the certification from surveyor as set forth on Exhibit G attached hereto. Following the installation of the utility site improvements contemplated by this Lease and the Development Agreement, Landlord shall deliver to Tenant an as-built survey that shows all utility site improvements for the Property.

2. Term.

(a) The term of this Lease (the “Term”) shall commence on the Effective Date and shall end on the last day of the thirtieth (30th) full Lease Year (as defined below). A “Lease Year” shall mean each successive period of twelve (12) consecutive full calendar months of the term of this Lease commencing on the date that Landlord delivers the Property to Tenant in Pad-Ready condition (the “Commencement Date”); provided, however, that in the event the Commencement Date does not occur on the first day of any calendar month, the first (1st) Lease Year shall commence on the Commencement Date and shall end on the last day of the twelfth (12th) full calendar month following the Commencement Date and, thereafter, each subsequent Lease Year shall consist of each successive period of twelve (12) consecutive full calendar months of the Term commencing on the day immediately following the last day of the preceding Lease Year. The parties hereby acknowledge that Landlord’s estimated date of delivery of the Property to Tenant shall be no later than thirty (30) days following the full execution of this Lease and the Development Agreement. The parties will execute a Declaration of the Commencement Date in the form attached hereto as Exhibit H no later than sixty (60) days after the Commencement Date; however, failure of Landlord or Tenant to timely execute the Declaration of Commencement Date shall not create a default under this Lease.

(b) Provided there is no Event of Default (as defined hereinafter) beyond any applicable notice and cure period at the time of exercise, Tenant shall have the right to extend the Term for six (6) consecutive periods of ten (10) years each (each such extension, an “Extension Term”) by giving Landlord written notice of its intent to extend the then-current Term not later than one hundred eighty (180) days prior to the end of then-current Term. In the event Tenant elects to exercise its right to extend the Term, the terms and conditions in effect during the initial Term shall be applicable during each Extension Term. If Tenant fails to timely exercise the extension rights granted herein, Landlord shall provide Tenant and Leasehold Mortgagee (as defined hereinafter) written notice of such failure and provide Tenant and/or Leasehold Mortgagee an additional sixty (60) days to exercise any such extension options in accordance herewith; provided that, the parties acknowledge that with respect to this Section 2(b), Leasehold Mortgagee is hereby appointed as Tenant’s attorney-in-fact, with full power of substitution, to take all actions and to sign all documents and instruments which may be necessary to renew or extend the Term hereunder.

3. Use.

(a) Tenant shall use and occupy the Property exclusively for the construction and operation of a mixed-use development consisting of approximately two hundred (200) residential units and twelve thousand (12,000) square feet of ground-level retail space (the “Project”) and for such ancillary uses related to the foregoing, subject to the exclusive uses set

forth on Exhibit K attached hereto (as may be amended pursuant to the terms hereof, the “**Exclusive Uses**”; each, an “**Exclusive Use**”) imposed on certain areas of the PDO Site (as defined in the Development Agreement), including the Property, as contemplated in the Development Agreement, and the prohibited uses for the entire PDO Site set forth on Exhibit L attached hereto (the “**Prohibited Uses**”). After the Effective Date, either Landlord or Tenant may propose by written notice to the other party that an additional Exclusive Use be imposed on certain areas of the PDO Site (a “**Proposed Exclusive Use**”). For example, Tenant can propose that only the Project be permitted to have a restaurant that focuses on the sale of pizza and other portions of the PDO Site shall not have a tenant that focuses on the sale of pizza. Each Proposed Exclusive Use will be subject to the other party’s consent, not to be unreasonably withheld, conditioned or delayed. Landlord’s consent shall be subject to the Approval Process set forth in Section 34(z), and Tenant’s consent shall be subject to the same process and timeframes applicable to Landlord as set forth in Section 34(z). Each request for a Proposed Exclusive Use by a party shall be accompanied by either (A) a proposed lease between Tenant or other developers in the PDO Site (“**Component Developer**”), on the one hand, and a proposed tenant that would benefit from such Proposed Exclusive Use, on the other hand, or (B) an executed letter of intent relating to the proposed tenant that would benefit from such Proposed Exclusive Use. In the event Landlord introduces a Proposed Exclusive Use that Tenant approves, the Proposed Exclusive Use will become an Exclusive Use imposed on certain areas of the PDO Site and granted by Landlord to the applicable Component Developer. In the event Tenant introduces a Proposed Exclusive Use that Landlord approves, the Proposed Exclusive Use will become an Exclusive Use imposed on certain areas of the PDO Site and granted by Landlord to Tenant. Notwithstanding the foregoing of this Section 3(a), neither Landlord nor Tenant shall be considered unreasonable in disapproving a Proposed Exclusive Use if either party has reached (or is aware that another Component Developer has reached) an executed letter of intent or lease with a tenant engaged primarily in the business of the Proposed Exclusive Use.

(b) Tenant acknowledges that the Property is part of the Liberty Park project, which is bounded on the north by Central Avenue, the south by Southern Avenue, the west by East Parkway South, and the east by South Hollywood Street (the “**Master Development**”) that is intended to become a mixed-use commercial, retail, hospitality, and multifamily development. Tenant hereby agrees to subject its interests in this Lease to any future cross-easements, air rights leases, or vertical subdivisions that may be reasonably necessary to maximize the use and value of the Project and Master Development or facilitate the successful completion of the Master Development, and Tenant shall execute and deliver any instruments that Landlord may reasonably request to evidence such agreement, provided that Tenant shall have the right to review and approve such instruments in its reasonable discretion and such agreements shall not adversely affect the value or operations of Tenant’s operations on the Property or the construction costs of Tenant’s mixed-use commercial, retail, hospitality, and multifamily development on the Property.

(c) Notwithstanding anything herein to the contrary: (i) there shall be no residential units on the ground floor of the Project except for certain residential units located on the east side of the Project, subject to approval by Landlord which shall not be unreasonably withheld, conditioned or delayed; and (ii) the ground floor of the multifamily portion of the Project shall provide amenities and related spaces (e.g., fitness facilities) to the tenants of the multifamily portion of the Project.

4. Rent.

(a) The obligation of Tenant to pay Minimum Rent (as defined hereinafter), Taxes (as defined hereinafter), and Tenant's Proportionate Share of CAM (as defined hereinafter) shall commence on the date when either the retail portion of the Project, the residential portion of the Project, or any portion thereof first opens for business to the general public (such as, without limiting the foregoing, the commencement of a retail tenant's restaurant business (but not such tenant's "soft opening", if any or for the residential portion, the first month a resident pays rent for an apartment unit) (the "**Rent Commencement Date**"). Collectively, Minimum Rent, Taxes, and CAM shall be referred to herein as "**Rent.**" Rent for each Lease Year during the Term shall be payable to Landlord on the first day of the applicable Lease Year. If the Rent Commencement Date shall fall on a day other than the first day of a Lease Year, Rent shall be apportioned pro rata on a per diem basis for the period between the Rent Commencement Date and the first day of the following Lease Year.

(b) Tenant shall pay minimum rent ("**Minimum Rent**") in the amount of Seventy-Seven Thousand Eight Hundred Forty-Seven and 17/100 Dollars (\$77,847.17) per annum for the first five (5) Lease Years after the Rent Commencement Date. Thereafter, Minimum Rent during the Term shall increase by four percent (4%) every five (5) years beginning on the fifth (5th) anniversary of the Rent Commencement Date and by 5% during any Extension Term. Tenant shall pay Landlord the Minimum Rent in equal monthly installments, in advance, commencing on the Rent Commencement Date, and on the first day of each calendar month thereafter throughout the Term of this Lease. Notwithstanding the foregoing of this Section 4(b), Tenant shall have the option, but not the obligation, to prepay the Minimum Rent in full for the entire initial Term of this Lease. If Tenant elects this prepayment option, Tenant shall pay Landlord Two Million Three Hundred Thirty-One Thousand Two Hundred Forty-Seven and 94/100 Dollars (\$2,331,247.94) on the Rent Commencement Date, which Landlord and Tenant acknowledge will fully satisfy Tenant's Minimum Rent obligation for the initial Term and the six Extension Terms.

(c) The parties intend that the Rent payable under this Lease shall be net to Landlord of any and all costs and expenses relating to the Property. Accordingly, and without limiting the generality of the foregoing, Tenant shall be responsible for taxes and assessments (including, without limitation, federal, state, and local taxes of any and every kind assessed upon the business operations conducted by Tenant in connection with the operation of the Property such as taxes on the personal property of Tenant and sales taxes), insurance charges, maintenance, repairs, and all other expenses of every kind in connection with the Property. Notwithstanding the foregoing, if Tenant discovers that any mechanic's, materialman's or other monetary lien encumbers the Property due to Landlord's Work or any Landlord contractor or subcontractor performing the Landlord's Work has not been paid in full, then after providing Landlord written notice thereof and five (5) days to cure which Landlord fails to do, Tenant shall have the right but not the obligation to make payments on behalf of Landlord to discharge the applicable lien and offset Rent, Taxes and/or CAM then due under this Lease or under the CAM Agreement.

5. Improvements/Mechanic's Lien.

(a) Tenant, at its own expense, shall complete or cause to be completed all Tenant's Work in a good and workmanlike manner, in compliance with the Development

Agreement and in compliance with all applicable laws, rules, and regulations in all material respects. All plans and designs for Tenant's Work shall be subject to review and approval by Landlord's Construction Committee and the Downtown Memphis Commission's Design Review Board in the manner detailed in the Development Agreement. Tenant shall commence construction of Tenant's Work during the time period set forth in Section 3.1(f) of the Development Agreement, subject to Landlord's delivery of the Property in "Pad-Ready" condition as set forth in Exhibit F attached hereto ("Landlord's Work"), and Tenant's receipt of all applicable permits, licenses, consents, financing and other approvals necessary to commence Tenant's Work, from Landlord or other authorities with jurisdiction, and thereafter, Tenant shall pursue such construction to completion with diligence. Subject to any subordination, attornment and non-disturbance agreements between Landlord and Tenant's lenders, all improvements to the Property by Tenant shall be used and remain the property of Tenant during the Term and any applicable Extension Term, but shall be surrendered to and shall become the property of Landlord upon expiration or termination of this Lease. Before commencing construction of Tenant's Work and opening the Project for business, Tenant shall procure, at its own expense, and provide Landlord with, copies of all permits, licenses, consents, notices, and other approvals necessary to commence Tenant's Work or business operations, as applicable, from all public and quasi-public authorities with jurisdiction. Tenant shall procure, at its own expense, and provide Landlord with, any other permits or approvals (including, without limitation, zoning for the Project) required from Tenant under the Development Agreement. Notwithstanding the foregoing, Tenant shall not commence, or permit anyone to commence, construction on the Property until Tenant has provided to Landlord evidence of financing for the entire Project in sufficient detail and reasonably acceptable to Landlord which consent shall not be unreasonably withheld, conditioned or delayed.

(b) If any mechanic's, materialman's or other similar lien shall at any time be filed against the Property on account of any work, labor or services performed or claimed to have been performed, or on account of any materials furnished or claimed to have been furnished, for or at the direction of Tenant or anyone holding or occupying the Property acting by, through or under Tenant, Tenant shall, without cost or expenses to Landlord, with all due diligence: (i) cause the same to be discharged of record by payment, bond, order of a court of competent jurisdiction or otherwise; or (ii) cause the same to be contested, in which event any judgment or other process issued in such contest shall be paid or discharged before execution thereof; or (iii) provide Landlord with an indemnity therefor, including out-of-pocket costs and reasonable attorney's fees.

6. Real Estate Taxes.

(a) Commencing on the Rent Commencement Date, Tenant will pay, directly to the applicable governmental authority or other entity, before delinquency, (i) all applicable real estate taxes and assessments, both general and special; whether assessed on the fee or leasehold interest; (ii) all payments in lieu of real estate taxes or assessments; and (iii) all other taxes, charges, or fees that may become due and payable on the Property or Tenant's interest in the Property and improvements constructed or to be constructed thereon, including, water, water meter and sewer rents, rates and charges; excises; levies; license and permit fees; service charges with respect to police protection, fire protection, street and highway construction, maintenance and lighting, sanitation and water supply; fines, penalties and other similar or like governmental charges applicable to the foregoing and any interest or costs with respect thereto; and any and all other governmental levies, fees, rents, proffers, assessments or taxes and charges, general and special,

ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, and any interest or costs with respect thereto (“Taxes”), except that Taxes shall not include impact fees nor municipal, state or federal income, gross receipts, inheritance, estate, succession, profit, capital or transfer gains taxes of Landlord (if any), or any corporate franchise tax imposed upon Landlord (if any), and not directly against the Property, even though such taxes might become a lien against the Property. If any such tax or assessment may, at the option of the taxpayer, be paid in installments without interest, fees, or other charges, then Tenant may exercise the option to pay the same in installments. If Tenant shall elect to pay any such tax or assessment on an installment basis, then Tenant will pay only those installments which become due and payable during the Term of this Lease. Landlord shall timely deliver to Tenant all notices, invoices, statements, and other information pertaining to real estate taxes and assessments pertaining to the Property received by Landlord. Notwithstanding the foregoing, Landlord’s failure to deliver to Tenant any notices or related information pertaining to Taxes associated with the Property shall not create any obligation of Landlord to pay such Taxes. For the sake of clarity, Tenant shall only be obligated to pay for Taxes that accrue from and after the Rent Commencement Date until the earlier of the expiration of the Term or termination of this Lease.

(b) Tenant, at its expense, shall have the right to contest or review by legal, administrative, or other proceedings the amount or validity, in whole or in part, of any such tax or assessment imposed against the Property and any improvements constructed thereon. Nothing contained herein shall imply any right on the part of Tenant to postpone such payment unless such proceedings or security given shall stay the collection thereof and the sale of Tenant's interest in the Property to satisfy the same. The proceedings referred to herein shall include, but shall not be limited to, appropriate appeals from any judgments, decrees, or orders made in any such proceedings. In the event of any reduction, cancellation or discharge of such taxes or assessments as a result of such proceedings, and if Tenant has not already paid the same, then Tenant will do so forthwith as they are finally levied, assessed, or imposed. If there shall be any refund payable by the governmental authority with respect thereto, Tenant shall be entitled to receive and retain the same. Landlord shall not be required to join in any proceedings referred to in this Section unless the provisions of any law, rule or regulation at the time in effect shall require that such proceedings be brought by or in the name of Landlord, in which event, Landlord shall join and cooperate in such proceedings or permit the same to be brought in its name; *provided that*, in connection with such cooperation, Landlord shall not be liable for the payment of any costs or expenses in connection with any such proceedings and Tenant shall reimburse Landlord for any and all costs or expenses which Landlord may reasonably sustain or incur in connection with any such proceedings, including reasonable attorneys’ fees and disbursements. In the event Tenant shall institute a proceeding referred to in this Section and no law, rule or regulation in effect at the time requires that such proceeding be brought by or in the name of Landlord, Landlord, nevertheless, shall, at Tenant’s cost and subject to the reimbursement provisions hereinabove set forth, cooperate with Tenant in such proceeding. Landlord shall execute such commercially reasonable waivers, consents, authorizations, and instruments as may be necessary or appropriate from time to time to evidence or assist Tenant in pursuing its Tenant's rights pursuant to this Section. To the extent any such proceeding results in a refund, credit, or other recompense of Taxes paid by Tenant, Tenant shall be entitled to the full benefit thereof and Landlord shall assign any such refund, credit, or other recompense to Tenant or as Tenant may direct, except that Landlord shall be entitled to any refund, credit, or other recompense in connection with amounts paid by Landlord for any Taxes or as reimbursement for any amounts paid by Landlord in connection with such proceedings, if any.

(c) Landlord and Tenant acknowledge that Tenant has applied for the payment in lieu of tax (“**PILOT**” or “**PILOT Program**”) incentive from the Memphis Center City Revenue Finance Corporation, a public not-for-profit corporation of the State of Tennessee (the “**CCRFC**”), with respect to the Property. Upon approval of Tenant’s application for such PILOT incentive, Landlord shall convey the Property to the CCRFC and lease back, as tenant, from the CCRFC, as landlord, the Property pursuant to a Lease Agreement which shall be entered into among CCRFC, Landlord and Tenant (the “**PILOT Lease**”). Upon the request of Tenant, Landlord will further cooperate with Tenant’s efforts to consummate and thereafter continue in effect the PILOT Program in order to provide Tenant the benefits of the CCRFC’s approval of Tenant’s PILOT Program application. All costs associated with the PILOT Program, both prior to the execution of this Lease and in the future (including, without limitation, any Rent due under the PILOT Lease and the reasonable out-of-pocket attorney fees of Landlord’s legal counsel in reviewing and negotiating the PILOT Lease) shall be borne by Tenant; and all benefits under the PILOT Program will inure solely to the benefit of Tenant. Due to the effect of the PILOT Lease, this Lease shall continue in full force and effect as a sublease for the term of the PILOT Lease, and as between Landlord and Tenant, the parties’ rights and obligations shall continue to be governed by this Lease and any subsequent amendments hereto. This Lease shall survive and become a prime lease if the term hereof shall extend beyond the term of the PILOT Lease (by virtue of termination of the PILOT Lease for any reason or otherwise). Landlord and Tenant may enter into other related PILOT incentives documents as required by the CCRFC (together with the PILOT Lease, the “**PILOT Documents**”). Landlord agrees to cooperate with the Tenant's documentation of the PILOT (including any documentation and actions necessary during and throughout the term of the PILOT Documents); provided, however, that Landlord shall have the right to review and negotiate all PILOT Documents in its reasonable discretion; provided further, however, that Tenant shall have the right, at its expense, to have its counsel draft any of the PILOT Documents for Landlord counsel's review.

(d) In the event the PILOT transaction is completed, the following provisions shall become part of this Lease:

(i) Upon conveyance of the Property by Landlord to the CCRFC, Tenant shall (a) assume all of the obligations of Landlord in its capacity as lessee under the terms of the PILOT Documents with respect to the Property (other than those obligations under the PILOT Lease that are expressly imposed upon Landlord and that by their nature cannot be assumed by Tenant) which shall include, without limitation, the payment as and when due of all Basic Rent and Additional Rent (including the PILOT payments) as such terms are defined in the PILOT Documents, and other charges which shall be due with respect to the Building and Project subjected to the PILOT Documents; all costs and expenses to exercise the Purchase Option (as defined in the PILOT Documents, including the option price of \$1,000, recording expenses, and reasonable attorneys’ fees); and (b) shall indemnify, defend and hold Landlord harmless from and against any and all actual out-of-pocket liabilities, expenses, claims, charges or losses which may arise from the negotiation, execution and implementation of the PILOT Documents and its operation except as to Landlord's negligence or willful acts or omissions. All of the obligations of the Landlord with respect to the PILOT and the PILOT Documents, contained anywhere in this Lease or the PILOT Documents shall be binding upon Landlord, and its respective heirs, personal representatives, successors and assigns. Such assumed obligations by Tenant shall be subject to the following provisions:

- (A) The PILOT Lease obligations so assumed by Tenant shall be in the nature of Additional Rent, payable as the same become due under the PILOT Lease, and discharged by direct remittance to or performance for the benefit of the CCRFC. The obligations so assumed by the Tenant shall be payable by the Tenant even if they arise prior to the Effective Date.
- (B) Such assumed obligations shall not abate unless (and only to the extent that) an abatement is expressly provided under the terms of the PILOT Documents.
- (C) Landlord shall execute and shall work with Tenant to cause the CCRFC to execute a subordination, non-disturbance and attornment agreement that is reasonably acceptable to Landlord and Tenant (the “**SNDA**”), and a separate SNDA reasonably acceptable to Leasehold Mortgagee, Landlord and Tenant at the closing of Tenant’s construction financing.

(ii) Landlord shall at all times be responsible and fully liable for any and all actual out-of-pocket claims, damages, expenses, liability and demands suffered by Tenant resulting from Landlord's negligence, intentional misconduct or failure to perform any of the lessee's obligations under the PILOT Documents that are expressly imposed upon Landlord under the terms and provisions of the PILOT Lease, including, but not limited to, Landlord’s obligation to execute such documents (with such reasonable assurances and indemnities from Tenant as Landlord may reasonably require), respond to notice or notify Tenant, or take such other ministerial acts as may be required under the PILOT Documents. Landlord shall take no action intended to terminate or void the PILOT Documents unless Tenant has so requested or is in default (with any applicable cure period having expired) under any material term or provision of this Lease. Notwithstanding the above, Landlord shall have no liability for the Landlord's obligations under the PILOT Documents that are specifically assumed by the Tenant under this Lease.

(iii) Tenant shall undertake full responsibility to monitor the termination date of the PILOT Documents and shall take all necessary steps to exercise, on behalf of Landlord, the option to repurchase the Property as provided in the PILOT Documents, at its termination. Tenant shall give notice to Landlord in a timely fashion to allow Landlord to take necessary steps to join with Tenant in the exercise of the option, and Tenant shall indemnify Landlord against any loss which may arise as a result of the failure of the Tenant to initiate actions to exercise the Purchase Option included in the PILOT Documents.

(iv) Within ten (10) days after the receipt of any real property tax and/or payment in lieu of tax bills from either the Shelby County Trustee or the City of Memphis Treasurer, the Landlord shall provide a copy of such bills to the Tenant. In the event that Landlord receives notice of an assessment change or reassessment of the Property, Landlord shall promptly send notice to Tenant pursuant to the notice provisions of this Lease.

(v) In the event that (i) the PILOT incentives are not received by Tenant, (ii) Tenant receives PILOT incentives that total less than seventy-five percent (75%) of the Taxes payable for the Property during the sixteen (16) year period beginning on the Rent Commencement Date, or (iii) CCRFC, Landlord and Tenant are not able to reach final agreement on a form of

PILOT Lease acceptable to Tenant, then Tenant shall have the right to terminate this Lease and the Development Agreement by providing written notice to Landlord, and thereafter Landlord and Tenant shall have no further obligations hereunder and under the Development Agreement except for those obligations that expressly survive the termination of this Lease and the Development Agreement

7. **Common Area Maintenance Charges.** Landlord and Tenant will work in good faith to enter into a mutually acceptable agreement (the "**CAM Agreement**") regarding Tenant's obligations with respect to the payment of the costs and expenses of operating, maintaining, and repairing the Common Areas in the Master Development (collectively, "**CAM**") no later than sixty (60) days after this Lease has been executed, which CAM Agreement may be amended and supplemented from time to time within the reasonable discretion of the Landlord with Tenant's consent as future development occurs within the Master Development which consent shall not be unreasonably withheld, conditioned or delayed. As used herein, "**Common Areas**" shall mean the portions of the Master Development, whether now or hereafter owned by Landlord or now or hereafter leased or otherwise made available by Landlord for use by tenants (and their respective subtenants, employees, agents, contractors, guests, invitees, and customers) or the general public within the Master Development, that are, have been, or will be designated and approved by Landlord for common use by or for the benefit of more than one tenant of the Master Development, including but not limited to parking lots, access and perimeter roads, truck passageways, loading platforms, landscaped areas, exterior walks, ramps, stairs, underground storm and sanitary sewers, utility lines, drinking fountains, and other public facilities, all of which are either owned solely by Landlord or which directly benefit the Master Development and for which Landlord has direct maintenance and repair obligations; but excluding all portions of the Master Development that are used or intended for the exclusive use by one tenant under the terms of its lease (but which areas may be subject to various easements in favor of other users of the Master Development). Any portion of the Master Development that may be included within the Common Areas may thereafter be excluded therefrom when designated by Landlord for a non-common use. In the event that Landlord and Tenant are not able to reach final agreement on a form of CAM Agreement acceptable to Tenant, then Tenant shall have the right to terminate this Lease and the Development Agreement by providing written notice to Landlord, and thereafter Landlord and Tenant shall have no further obligations hereunder and under the Development Agreement except for those obligations that expressly survive the termination of this Lease and the Development Agreement.

8. **Insurance.** Tenant shall, at its sole cost and expense, at all times during the Term hereof maintain and/or cause to be maintained, in full force and effect, the insurance detailed below and on Exhibit D (collectively, the "**Insurance**"):

(a) "**Causes of Loss – Special Form**" property insurance covering all of Tenant's improvements, fixtures, equipment, merchandise, and personal property from time to time in, on, or upon the Property, in an amount not less than one hundred percent (100%) of the full replacement value of such property, providing protection against perils included within the standard form of "all-risks" fire and casualty insurance policy, with extended coverage, together with insurance against sprinkler damage, vandalism, and malicious mischief;

(b) **Casualty Insurance.** Tenant shall maintain and keep in full force and effect, or shall pay for or cause its general contractors, subcontractors, subtenants, licensees, or

users to maintain and keep in full force and effect, as applicable, during the Term of this Lease, such insurance as is set forth on Exhibit D. Each such policy shall name as additional insureds, mortgagees, and loss payees any party with an insurable interest as required by Tenant, Landlord, or any applicable lender (the “**Additional Insureds**”), as their interests may appear. Each such policy shall be underwritten and issued by companies authorized to do business in the State of Tennessee and shall be primary to any insurance carried by each Additional Insureds.

(c) In addition to the foregoing insurance, commencing on the date of any construction in, on, or upon the Property and ending on the date such construction is completed, “all risk builder’s risk” and other insurance customarily obtained in connection with the construction of improvements similar to the Project.

9. Indemnity.

(a) Tenant, at all times, shall protect, indemnify, and hold harmless Landlord and its elected and appointed officials, officers, employees, agents, and representatives (collectively, “**Indemnitees**”) from and against all liabilities, obligations, claims, damages, penalties, fines, losses, and out-of-pocket costs and expenses (including, without limitation, reasonable attorneys' fees) that arise from (i) Tenant’s negligent acts or failure to act directly in connection with the Project, or the conduct of Tenant’s business in or about the Property; or (ii) any breach or default (beyond any applicable notice and cure period) in the performance of any obligation on Tenant’s part to be performed under the terms of this Lease. In connection with the foregoing, Tenant shall indemnify the Indemnitees for (1) all amounts paid in settlement of any litigation commenced or threatened against the Indemnitees, if such settlement is effected with the written consent of Tenant, such consent not to be unreasonably withheld; (2) all out-of-pocket expenses reasonably incurred in the investigation of, preparation for, or defense of any litigation, proceeding, or investigation of any nature whatsoever, commenced or threatened against the Indemnitees; (3) the full amount of any judgments, orders, penalties, fines, damages, assessments, indemnities, or contributions against the Indemnitees; and (4) the reasonable out-of-pocket fees and expenses of attorneys, experts, and consultants, and other reasonable legal expenses.

(b) The benefits of this Section shall not inure to any person other than the Indemnitees. Nothing in this Lease shall require Tenant to indemnify the Indemnitees for any (i) claim or liability resulting from the Indemnitees' negligence or willful or wrongful acts, or (ii) any liabilities, obligations, claims, damages, penalties, fines, losses, costs, and expenses resulting from Indemnitees' personal and non-governmental use of the Property. Notwithstanding anything herein to the contrary, Landlord shall be liable for its own negligence and willful misconduct, and for any act or omission of Landlord, or anyone acting by, through or under Landlord, and shall not be entitled to any indemnity in connection with any of the foregoing.

(c) Tenant expressly understands and agrees that any insurance coverages required by this Lease or otherwise provided by Landlord shall in no way limit Tenant’s responsibility to indemnify, defend, save and hold harmless Landlord or the other Indemnitees as herein required. Tenant acknowledges that Landlord has no obligation to provide legal counsel or defense to Tenant, its employees or subcontractors in the event that a suit, claim or action of any character is brought by any person not a party to this Lease against Tenant. Landlord shall have no obligation for the payment of any judgments or the settlement of any claims asserted against

Tenant or its subcontractors or employees as a result of or relating to Tenant's obligations hereunder, provided such judgment or settlement is not due to an Event of Default by Landlord as contemplated in Section 16.

(d) Notwithstanding the foregoing, the indemnifications and defense obligations by Tenant under this Lease shall not cover, and Tenant shall not be liable for, any consequential damages, indirect losses, loss of value, temporary loss of business, lost profits, or lost opportunity damages at or arising from the Property suffered by Landlord and/or Landlord's Indemnitees.

(e) The indemnities in this Section 9 shall survive the expiration or any termination of this Lease.

10. Compliance with Laws and Ordinances. Tenant, at its expense, will comply in all material respects with all federal, state, county, and city laws, ordinances, and regulations of any duly constituted authority affecting the Property. Tenant, at its expense, shall have the right to contest or review by legal, administrative, or other proceedings the validity of any such law, ordinance, and regulation, or the application thereof. During such proceedings, compliance with any such law, ordinance or regulation may be deferred by Tenant. Landlord shall join in such proceedings if necessary to do so in order to prosecute such proceedings properly, but Landlord shall not be liable for any expenses in connection therewith. The proceedings referred to herein shall include, but shall not be limited to, appropriate appeals from any judgments, decrees, or orders made in any such proceedings.

11. Landlord's Access to Property. Landlord will have access to the Property, at its own cost and expense, at any and all reasonable times during the Term of this Lease for the purpose of examining and inspecting the same; provided, however, that Landlord shall first give Tenant reasonable prior notice (not less than twenty-four (24) hours) of Landlord's intent to access the Property and use commercially reasonable efforts not to materially adversely affect Tenant's business thereon.

12. Assignment and Subletting.

(a) For the avoidance of doubt and notwithstanding anything to the contrary contained in this Lease, Tenant may sublease individual residential units of the Project in the normal course of multifamily leasing operations without Landlord's consent, and Tenant may sublease the entire or any portion of the retail space of the Project without Landlord's consent provided that Tenant does not violate the Exclusive Uses and Prohibited Uses hereunder. Tenant may enter into such subleases, licenses, or use rights as Tenant deems appropriate and as are consistent with the operation of the Project.

(b) Tenant may assign this Lease or sublet the entire Property by obtaining Landlord's prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed); provided, Landlord's consent shall not be required for assignments and subletting under Sections 12(a) and 12(g). In granting or withholding such consent, (i) it shall be reasonable for Landlord to consider the creditworthiness and financial strength of any proposed assignee, together with such assignee's experience with the operation of similar multifamily and mixed-use

developments, in considering whether or not to grant its consent to an assignment of this Lease; (ii) Landlord shall not be required to consider a request for a sublease or assignment of this Lease commencing prior to the completion of Tenant's Work; and (iii) in the event of a proposed assignment, the assignee shall provide a guarantor reasonably acceptable to Landlord with adequate creditworthiness, financial strength, and assets to satisfy the assignee's obligations hereunder. Landlord shall approve or disapprove of such proposed assignment or subletting in accordance with the Approval Process set forth in Section 34(z).

(c) Except for claims which may have arisen and which remain uncured by Tenant as of the date of any such assignment, from which Tenant shall not be released, any assignment hereunder shall release or discharge Tenant from liability under this Lease or from any of its obligations under this Lease. Any assignee shall expressly assume the obligations of Tenant under this Lease under an assignment and assumption agreement reasonably acceptable to Landlord, and any sublessee shall agree in writing to comply with and be bound by all of the terms, covenants, conditions, provisions, and agreements of this Lease. Tenant shall deliver to Landlord, promptly after execution, an executed copy of an agreement by such sublessee to be bound by the terms of this Lease, which form of sublease shall be substantially identical to the proposed form previously approved by Landlord.

(d) The consent by Landlord to any assignment, subletting, pledge, encumbrance, mortgage, or use of the Property shall not constitute a waiver of Landlord's right to withhold its consent to any further assignment, subletting, pledge, encumbrance, mortgage or use of the Property.

(e) Absent the prior written consent of Landlord, this Lease and the interest therein of any assignee of Tenant herein shall not pass by operation of law or otherwise, and shall not be subject to garnishment or sale under execution in any suit or proceeding which may be brought against Tenant or any assignee of Tenant.

(f) Any purported assignment of this Lease in violation of its provisions shall be void.

(g) Notwithstanding anything to the contrary contained herein, Landlord's prior consent shall not be required with respect to any assignment, transfer or subletting of the entire Project to (x) an Affiliate of Tenant (as hereinafter defined) or a Parent of Tenant (as hereinafter defined), provided Tenant provides at least thirty (30) days' prior written notice to Landlord of such assignment or subletting, or (y) subject to Section 12(h) below, any Leasehold Mortgagee or any subsequent purchaser at a foreclosure sale or otherwise in accordance with Section 19(f) hereof. As used herein, "**Affiliate of Tenant**" means (1) an individual, firm, partnership, association, corporation, trust, limited liability company or any other entity ("**Person**") which is controlling, controlled by, or under common control with, Tenant, or another Person, as the case may be, (2) any surviving or successor entity by merger, acquisition, consolidation, or reorganization with Tenant, provided that by operation of law or by effective provisions contained in the instruments of merger, acquisition, consolidation or reorganization, the liability of Tenant under this Lease is assumed by the entity surviving such merger, acquisition, consolidation or reorganization, or (3) any transferee of all or substantially all of the assets or ownership interest in Tenant. As used herein, a "**Parent of Tenant**" shall mean any corporation, association, trust, limited liability

company or partnership which Controls Tenant, or which owns more than fifty percent (50%) of the issued and outstanding voting securities or other ownership interests of Tenant. “**Control**” for purposes herein means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities or rights, by contract, or otherwise.

(h) **Landlord Right of First Offer.**

(i) In the event that any Leasehold Mortgagee desires to foreclose on its leasehold interest in the Property or accept a voluntary assignment or transfer of this Lease and the leasehold estate in lieu of foreclosure, Tenant hereby grants to Landlord a right of first offer (the “**Landlord Right of First Offer**” or “**Landlord ROFO**”) with respect thereto and Tenant or Leasehold Mortgagee shall give written notice thereof to Landlord (the “**ROFO Landlord Notice**”). The ROFO Landlord Notice shall invite Landlord to submit its desired price to purchase the leasehold interest in the Property (the “**Landlord ROFO Price**”), together with the other terms and conditions of such listing, which terms and conditions shall reflect Landlord’s good faith determination of market conditions and the market value of this Lease (the “**ROFO Landlord Response Notice**”). Landlord shall have the right, at Landlord’s option, exercisable as hereinafter provided, to purchase Tenant’s (or Leasehold Mortgagee’s, if applicable) leasehold interest in the Property that is the subject of such foreclosure or transfer on the terms and conditions set forth in this Section 12(h).

(ii) If the parties agree on the Landlord ROFO Price and other business terms reflected in the ROFO Landlord Response Notice, then the Landlord ROFO Price and other terms so agreed upon shall be deemed to be a part of the terms upon which Landlord shall have the right to exercise its Landlord ROFO and Landlord and Leasehold Mortgagee shall negotiate in good faith the remaining terms and conditions of any purchase of the leasehold interest in the Property for a period of sixty (60) days, which other terms and conditions shall be consistent with customary purchase and sale agreements for ground leases of commercial property in the Memphis area and proceed to closing of the sale of the Property. If the parties are unable to agree on the terms and conditions of the sale of the leasehold interest in the Property (the “**Landlord ROFO Terms**”) within the sixty (60) day period following Leasehold Mortgagee’s receipt of the ROFO Landlord Response Notice, then Leasehold Mortgagee shall have the right to foreclose on the Property or receive a voluntary assignment of this Lease and the leasehold estate in lieu of a foreclosure in its sole discretion and on terms that may differ from the ROFO Landlord Response Notice.

13. Maintenance, Repairs, and Replacements. Tenant shall be responsible for any and all maintenance, repair, and replacement of the Property (including the Project) during the Term. For the sake of clarity, Tenant shall only be responsible to maintain, repair and replace such areas that are exclusively used by Tenant and Tenant shall have no responsibility for the Common Areas which remain the sole obligation of Landlord.

14. Casualty.

(a) If any improvements now or hereafter constructed on the Property or any part thereof, shall be damaged or destroyed by fire or other casualty (a “**Casualty**”), Tenant shall

give prompt notice thereof to Landlord (a "**Casualty Notice**"). Following delivery of the Casualty Notice, Tenant shall estimate the cost to repair and restore the improvements to good condition and to replace any damaged personal property (the "**Casualty Renovation Cost**"). If the Casualty Renovation Cost exceeds twenty-five percent (25%) of the appraised tax value of the Property, then either Landlord or Tenant, at its option, may elect to terminate this Lease by written notice to the other party within ten (10) business days after the date that the Casualty Renovation Cost is determined. If the Casualty Renovation Cost is equal to or less than twenty-five percent (25%) of the appraised tax value of the Property, but subject to (i) the Leasehold Mortgagee permitting any applicable insurance proceeds to be applied for reconstruction, (ii) the estimated restoration time being less than 365 days, and (iii) the Casualty having not occurred during the last Lease Year of the then-current Term, Tenant shall restore, repair, or rebuild such affected improvements to substantially the same condition as existing prior to the damage or destruction, unless the insurance proceeds from the insurance carried by Tenant are, or the insurance required to be carried by Tenant hereunder would have been, insufficient to perform such work. If Tenant does not restore or repair such improvements, then Tenant shall promptly raze such improvements and place the Property in a neat and orderly condition.

(b) Notwithstanding any restoration requirements in Section 14(a) above, in the event there is damage to or destruction of all or any part of the Property by Casualty, after: (i) Completion of Construction, and (ii) all amounts of Minimum Rent have been paid through the date of the Casualty (or are prepaid under Section 14(c) below) and any other Rent to be paid through the date of the Casualty has been paid; then, in lieu of restoration, Tenant shall have the option to terminate this Lease by notice to Landlord, given within one hundred eighty (180) days after the date of such Casualty. Failure by Tenant to provide notice of termination as required herein will be deemed an election to restore the Property in accordance with Section 14(a) above.

(c) Tenant's right to terminate this Lease in the event of a Casualty shall be conditioned on the following:

(i) Tenant shall timely and in good faith institute and within ninety (90) days after a Casualty on the Property thereafter diligently prosecute all work necessary to protect and secure the occupants of the Property and the public from and against injury to persons and property;

(ii) in the event all payments of Rent required to be paid under this Lease through the date of the Casualty have not been paid, Tenant shall pay all such remaining amounts of Rent to Landlord; provided, if Tenant prepaid any amounts of Rent which cover Lease Year(s) or portions thereof after the Casualty, Tenant shall receive a refund for such prepaid amounts;

(iii) if requested by Landlord (to be given within thirty (30) days after receipt of Tenant's termination notice), Tenant shall work diligently to demolish and return the Property to Landlord free of any or all improvements thereon (as identified in Landlord's notice) at no cost or expense to Landlord; and

(iv) all remaining proceeds of insurance (after such demolition and clearing of the debris) (if any) shall be (1) first, paid to the Leasehold Mortgagee, if any, to the extent of its then outstanding loan (including all principal, interest and fees then due and owing

under the Leasehold Mortgage), (2) second, paid to Tenant to repay all equity that it has invested in the Property, and (3) third, paid to Landlord.

(d) At the time of such termination of this Lease under this Section 14, Tenant shall surrender and deliver the Property to Landlord, free and clear of all of Tenant's (and its subtenant's) personal effects unrelated to the operation of the Property. Tenant, upon such termination, surrender and removal, shall except as provided in Section 14(c), be released and discharged from any and all obligations that thereafter would have otherwise accrued had this Lease not been so terminated.

15. Condemnation Proceedings and Dedications.

(a) **Complete Taking.** If the whole of the Property is taken for any public or quasi-public use under any statute or by right of eminent domain, or by private purchase in lieu thereof, then this Lease shall automatically terminate as of the date that title is taken.

(b) **Partial Taking.** In the event of a partial taking of the Property, this Lease shall automatically terminate with respect to the portion of the Property so taken as of the date that title is taken. In the event of a partial taking of the Property pursuant to which (i) more than thirty (30%) percent of the Property is so taken, (ii) parking is taken in an amount that causes the Property not to comply with applicable zoning requirements, (iii) twenty-five percent (25%) of the residential apartment units are taken, (iv) access to the Property is materially changed or visibility of the Property's signage is materially restricted, or (v) such taking shall occur during the last five (5) years of the then-current Term, then Tenant may terminate this Lease by giving written notice of such termination to Landlord within at least thirty (30) days after the date of such taking. Upon the giving of such notice of termination, the Term of this Lease shall expire and come to an end on the last day of the first full calendar month occurring after such notice shall be given, with the same force and effect as if said day had been originally fixed herein as the expiration date of the Term of this Lease. In the event Tenant does not terminate this Lease following such partial taking, for the remainder of the Term, the Minimum Rent shall be reduced in the proportion which the portion of the Property taken bears to the total area of the Property existing prior to the taking.

(c) **Proceeds.** The parties hereby agree that the value of the Property at the time of such taking, as though it were vacant property, and subject to and taking into account Tenant's unexpired Term hereunder, shall be allocated to Landlord. The value of the improvements on the Property, and the value of the unexpired Term of this Lease, shall be allocated to Tenant, together with any other portion of the award in excess of Landlord's share specified in the preceding sentence. The provisions of this Section 15 as to the allocation of any such awards shall survive any termination of the Lease.

16. Default/Remedies.

(a) **Events of Default.** Any of the following events shall be deemed to be an "**Event of Default**":

(i) Tenant shall fail to pay any annual installment of Rent due hereunder and the continued failure to pay within thirty (30) days after receipt of written notice of such non-payment; or

(ii) Tenant shall default in any of the covenants or agreements herein contained to be kept, observed, and performed by Tenant (other than as a result of, or in connection with, a default by Landlord under the Lease) and such default shall continue for thirty (30) days after receipt of notice thereof in writing to Tenant; provided, however, that if such default is of a nature that it cannot be reasonably cured within such thirty (30) day period, then Tenant shall have such time as shall be reasonably required to cure such default.

(b) **Termination of Lease**. Subject to the terms and conditions of Section 19 below, upon the occurrence of any Event of Default which is not cured within the applicable period, Landlord may elect (i) to terminate the Lease; (ii) to re-enter and to expel, remove, and put out Tenant; or (iii) to re-enter the Property again to repossess and enjoy the same, without such reentry and repossession working as a discharge of the rents unpaid and the covenants unperformed by Tenant prior to such reentry; provided, however, in the event of Landlord's reentry and repossession of the Property, Landlord shall use reasonable efforts to mitigate Tenant's damages, as required by law, to relet the Property on such terms as Landlord shall reasonably deem appropriate; provided further, if Landlord collects rent upon any such reletting, Tenant's payment of Rent hereunder shall be reduced by the amount so collected by Landlord, and if the amount collected by Landlord is sufficient to pay the full amount of the monthly Rent due from Tenant, Tenant shall thereafter not be required to pay Rent.

(c) In addition to such right to terminate this Lease and any other remedies provided for herein, whenever any Event of Default shall have happened and be continuing, Landlord may take whatever other action at law or in equity which may appear necessary or desirable to enforce any obligation, covenant, or agreement of Tenant under this Lease.

(d) Tenant covenants and agrees to pay, and to indemnify Landlord from and against, all claims, liabilities, damages, and out-of-pocket expenses, costs, and charges, including reasonable attorneys' fees, lawfully and reasonably incurred in obtaining possession of the Property after an Event of Default by Tenant or upon expiration or earlier termination of the Term, or in enforcing any covenant or agreement of Tenant contained in this Lease.

(e) In addition to other remedies, upon the occurrence of an Event of Default, Landlord may require the Tenant to deliver to Landlord, or otherwise effectively transfer to Landlord any and all rights of possession, ownership or control the Tenant may have in and to any and all plans, specifications, renderings, engineering data, soils, or water report and any other technical documents or material related to the design and construction of the Project completed within three (3) years of such Event of Default.

(f) Further, in the event of an Event of Default on the part of Tenant, Landlord may, in addition to other remedies herein provided, have the right to take one or more of the following actions without terminating this Lease: (i) substitute for Tenant a new operating entity to operate and manage the Project; (ii) substitute for a then-existing managing agent a new

managing agent; or (iii) impose reasonable management procedures to assure the timely performance of all maintenance, repairs and replacements of the Project.

(g) If Tenant shall fail to make any payment or perform any act required under this Lease, Landlord may (at Landlord's option), after giving not less than fifteen (15) days' notice to Tenant and without waiving any default or releasing Tenant from any obligations, cure such default for the account of Tenant. Tenant shall promptly pay to Landlord the amount of such out-of-pocket charges, costs, and expenses as the Landlord shall have incurred in curing such default. If Landlord shall fail to maintain or make repairs relating to Common Areas on the Property, Tenant may (at Tenant's option), after giving not less than fifteen (15) days' notice to Landlord and without waiving any default or releasing Landlord from such obligations, cure such default for the account of Landlord, and Tenant shall be entitled to abate Rent due hereunder in the amount of Tenant's out-of-pocket charges, costs, and expenses as Tenant shall have incurred in curing such default.

(h) Tenant shall be liable for the reasonable and actual legal expenses of Landlord in connection with collection of rent or other funds owed under this Lease, where the collection, remedy, or termination, as applicable, results from an Event of Default.

(i) **Cumulative Remedies.** Subject to the limitations set forth herein, no remedy herein will be considered exclusive of any other remedy, but such remedies are cumulative and in addition to every other remedy given by this Lease to Landlord or Tenant.

17. Intentionally Deleted.

18. Nondisturbance of Subtenants by Landlord. Landlord agrees that, in the event of the termination of this Lease resulting from any Event of Default by Tenant, Landlord will not terminate any sublease or subleases, each of which shall continue in full force and effect, or otherwise disturb the possession or leasehold rights of any subtenants so long as no default exists under their respective subleases (beyond any applicable notice and cure period).

19. Tenant's Right to Mortgage. Tenant may at any time and from time to time (and as many times as it desires) mortgage, hypothecate, or pledge this Lease and the leasehold estate created hereby and the interest of Tenant in and to this Lease, together with Tenant's right, title, and interest in any and all subleases and in and to all rents due or to become due thereunder (herein called a "**Leasehold Mortgage**"; and the holder of any such Leasehold Mortgage, whether or not the same is recorded of record, is herein called a "**Leasehold Mortgagee**"). The interests of Landlord pursuant to this Lease shall be subordinate to any Leasehold Mortgage. Landlord and Tenant agree that so long as any such Leasehold Mortgage exists:

(a) Landlord will simultaneously mail to any Leasehold Mortgagee a copy of any notice given by Landlord to Tenant at the address given by such Leasehold Mortgagee to Landlord for the receipt of such notice. Upon receipt of a copy of a notice of default delivered to Tenant, Leasehold Mortgagee shall have the option, but not the obligation, to cure such default within an additional thirty (30) days from the date that Tenant has to cure such default (provided that such 30-day period shall be extended for the time reasonably required to complete such cure if such default cannot reasonably be cured within said 30-day period and Leasehold Mortgagee

commences to cure such default within said 30-day period and thereafter diligently and continuously proceeds to cure such default). Leasehold Mortgagee shall have access to the Property, if needed, to cure any such default.

(b) Intentionally Deleted.

(c) Landlord and Tenant acknowledge that the defaults or other events described in Section 16 may be classified as (i) “**Curable Defaults**” and (ii) “**Non-Curable Defaults**.” The Curable Defaults are any monetary defaults and any defaults relating to maintenance or repairs of the Property, and the Non-Curable Defaults are all other defaults.

(d) If a Curable Default occurs and if, prior to the expiration of the applicable grace period provided for in Section 19(a), the Leasehold Mortgagee shall give to Landlord written notice that it intends to undertake a curing of all Curable Defaults and within such grace period the Leasehold Mortgagee commences upon a curing and thereafter pursues to conclusion the curing of all Curable Defaults continuously and diligently in good faith, then Landlord will not take action to effect a termination of this Lease or to re-enter or take possession of the Property as a consequence of such Curable Default. However, if (i) a Curable Default is of such a nature that the curing thereof cannot be effected by the Leasehold Mortgagee until it shall have obtained possession of the Property and (ii) prior to the effective date of a termination of this Lease by Landlord or Landlord's re-entering or taking possession of the Property pursuant to the provisions of Section 16, the Leasehold Mortgagee shall give to Landlord written notice that it intends to institute foreclosure or other legal proceedings or to exercise any of its remedies under the Leasehold Mortgage concerned in order to gain possession of Tenant's interest in the Property and within such grace period takes action to institute such remedies, then Landlord will not take any action to effect a termination of this Lease or to re-enter or take possession of the Property as a consequence of such Curable Default so long as such Leasehold Mortgagee shall continue to prosecute its remedies under the Leasehold Mortgage (except during any such time it may be stayed or otherwise legally prevented from doing so) and cure all other Curable Defaults (if any) that may occur from time to time and that are susceptible of being cured by the Leasehold Mortgagee without its obtaining possession of the Property and such Leasehold Mortgagee shall upon taking possession of the Property cure such Curable Defaults within the period required to cure the same.

(e) If a Non-Curable Default occurs and (i) the Leasehold Mortgagee shall have commenced curing all then existing Curable Defaults pursuant to the provisions of Section 19(d) above, and (ii) the Leasehold Mortgagee shall give to Landlord written notice that it intends to institute foreclosure or other legal proceedings or to exercise any of its remedies under the Leasehold Mortgage concerned in order to gain possession of Tenant's interest in the Property, then Landlord will not take any action to effect a termination of this Lease or to re-enter or take possession of the Property as a consequence of such Non-Curable Default so long as such Leasehold Mortgagee shall continue diligently to prosecute its remedies under the Leasehold Mortgage (except during any such time it may be stayed or otherwise legally prevented from doing so) and cure all Curable Defaults (if any) that may occur from time to time and that are susceptible of being cured by the Leasehold Mortgagee without its obtaining possession of Tenant's interest in the Property and such Leasehold Mortgagee shall upon taking possession of Tenant's interest in the Property, cure such Curable Defaults within the period required to cure the same. Notwithstanding anything in this Section 19(e) to the contrary, a Leasehold Mortgagee shall not be required to cure any Non-Curable Default of Tenant that is

not capable of being cured by such Leasehold Mortgagee (a “**Mortgagee Non-Curable Default**”), and if Leasehold Mortgagee, assignee or transferee shall acquire the Property pursuant to a foreclosure or transfer in lieu of foreclosure, then any such Mortgagee Non-Curable Default shall no longer be deemed an Event of Default.

(f) Subject to Section 12(h), in the event a Leasehold Mortgagee or its nominee designated for that purpose acquires the leasehold estate pursuant to any proceedings for foreclosure of such Leasehold Mortgage, or by a voluntary assignment or transfer of this Lease and the leasehold estate in lieu of foreclosure or otherwise, the Leasehold Mortgagee or its nominee or assignee as aforesaid shall be deemed an assignee of all the rights of Tenant under this lease and shall be deemed approved by Landlord as “Tenant” under this Lease, with no prior consent required with respect to any such assignment or transfer. Following such acquisition of the leasehold estate or assignment or transfer of this Lease, Leasehold Mortgagee shall possess the same assignment rights as Tenant possesses under this Lease.

(g) The Leasehold Mortgagee shall be named as an additional insured, mortgagee, or loss payee, as its interests may appear, in all policies of insurance carried by Tenant pursuant to the provisions of this Lease. If so provided in any Leasehold Mortgage, the proceeds of such insurance shall be paid to and deposited with the Leasehold Mortgagee, which shall disburse such proceeds for the purpose of rebuilding, restoring, and repairing the Property (including the Project), and all proceeds shall be deemed trust funds for this purpose of rebuilding, restoring, and repairing.

(h) The parties to this Lease shall give the Leasehold Mortgagee written notice of any condemnation proceedings affecting the Property. The Leasehold Mortgagee shall have the right to intervene on behalf of the Tenant (and not the Landlord) and to be made a party to any such condemnation proceedings and the parties hereto hereby consent to the Leasehold Mortgagee’s intervention. Tenant’s interest in any award or damages for such taking is hereby set over, transferred, and assigned by Tenant to the Leasehold Mortgagee to the extent of the balance of any principal, interest, or other payment due or which shall thereafter accrue or become due to the Leasehold Mortgagee.

(i) If this Lease shall be rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors’ rights or if this Lease is terminated for any other reason whatsoever, Landlord will enter into a new lease for the Property with the Leasehold Mortgagee or its nominee not less than thirty (30) days after the request of the Leasehold Mortgagee for the remainder of the Term of this Lease effective as of the date of such rejection or disaffirmance or termination, upon all the terms and provisions contained in this Lease; provided that (i) the Leasehold Mortgagee makes a written request to Landlord for such new Lease within thirty (30) days after the effective date of such rejection or disaffirmance or termination, as the case may be, and such written request is accompanied by a copy of such new lease, duly executed and acknowledged by the Leasehold Mortgagee or its nominee and (ii) upon taking possession of the Property the Leasehold Mortgagee cures any outstanding Curable Defaults within the period required to cure the same and any Non-Curable Defaults that are not Mortgagee Non-Curable Defaults. Any new lease made pursuant to this Section 19(i) shall have the same priority with respect to other interests in the Property as this Lease. The provisions of this Section 19(i) shall survive the rejection or disaffirmance or termination of this Lease and shall continue in full force and effect thereafter to the same extent as if this Section 19(i) were a separate and independent contract made by Landlord and the Leasehold Mortgagee.

(j) So long as a Leasehold Mortgage is in effect (i) Landlord will not accept a voluntary surrender of this Lease and (ii) the Lease shall not be amended, modified, cancelled or terminated in a way that would materially diminish the rights of the Tenant nor increase Tenant's obligations without, in each case, the prior written consent of the Leasehold Mortgagee which consent shall not be unreasonably withheld, conditioned or delayed. Any violation of this Section 19 shall be void.

(k) The provisions of this Section 19 are for the benefit of any Leasehold Mortgagee and may be relied upon and shall be enforceable by any Leasehold Mortgagee. No Leasehold Mortgagee shall be liable upon the covenants, agreements or obligations of Tenant contained in this Lease, except as expressly provided herein. Landlord shall execute any and instruments that any such Leasehold Mortgagee may reasonably request or require from Landlord, with respect to the provisions of this Section 19.

(l) Landlord agrees that contemporaneously with Tenant obtaining a loan from a Leasehold Mortgagee, Landlord shall execute an agreement with the Leasehold Mortgagee and any guarantor of Tenant's obligations to such Leasehold Mortgagee (e.g., pursuant to a completion guaranty) setting forth the rights of each of said parties.

20. Landlord's and Tenant's Certificates. Landlord and Tenant, within twenty (20) days after written request from each other, shall execute and deliver to the other party, or any Leasehold Mortgagee if so requested, without charge, a certificate certifying whether or not this Lease is in full force and effect, and whether it has been modified (or if there have been modifications, stating them), the date to which each obligation constituting Rent has been paid, and whether or not the party executing the certificate knows of any default, breach, or violation by the other party under any of the terms of this Lease, and such other matters as are customarily and reasonably requested. Landlord agrees for the benefit of any Leasehold Mortgagee from time to time, upon not less than twenty (20) days' written notice thereof from Tenant or from Leasehold Mortgagee, to deliver to such Leasehold Mortgagee (or to Tenant for the benefit of Leasehold Mortgagee) an estoppel certificate in form and substance substantially similar to the estoppel certificate attached hereto as Exhibit J.

21. Intentionally Deleted.

22. Parking. Tenant shall have 24-hour access to a minimum number of two hundred six (206) dedicated parking spaces for the residential units and the minimum number of non-dedicated parking spaces for the retail space that are located in close proximity to the Property required pursuant to applicable local zoning requirements. Landlord shall be responsible for the construction of such parking spaces and shall construct a surface parking lot at Landlord's expense which shall be funded in Landlord's budget for the Master Development and amortized in the Rent over the Initial Term of this Lease. Notwithstanding the foregoing, Tenant acknowledges the existence of additional development within Liberty Park and agrees to cooperate with Landlord, as needed, to develop alternative concepts to address the parking needs of the Project; provided, however, Tenant shall at all times have 206 dedicated parking spaces for the residential units which will be restricted from the other parking spaces for the Property's retail space (i.e., Tenant has the right to install a gated entry to or otherwise restrict the parking spaces for the residential units).

23. **Marketing.** Landlord may without Tenant's consent or payment to Tenant, design, prepare, produce, and distribute any marketing materials relating to the Master Development which may include use of Tenant's name and logo, and a description of Tenant or the Project, in such marketing materials.

24. **Quiet Enjoyment.** Landlord agrees that, so long as no Event of Default exists under the terms of this Lease, Tenant's quiet and peaceful enjoyment of the Property shall not be disturbed or interfered with by Landlord, or by any person or party acting by, through or under Landlord.

25. **Recording of Lease.** Upon the execution hereof, Landlord and Tenant shall record a memorandum of this Lease in the Office of the Register of Deeds of Shelby County, Tennessee, in substantially the form attached hereto as Exhibit I, and the cost thereof shall be paid by Tenant.

26. **Inability to Perform.** Anything in this Lease to the contrary notwithstanding, Tenant's inability to fulfill any of Tenant's agreements and undertakings under this Lease (except with respect to any monetary or financial obligations, including, without limitation, the payment of Rent and any other obligations that can reasonably be satisfied with the payment of money) shall not be considered Events of Default if Tenant is prevented or delayed from so doing by reason of strikes, labor troubles, lockouts, riots, civil commotions, acts of God, epidemics, pandemics, governmental restrictions (including government mandated closures), unavailability of services or materials, or any other cause beyond the reasonable control of Tenant.

27. **Notices.** Any notice or other communication given or made pursuant to this Master Lease shall be in writing and shall be (i) delivered personally or by courier, (ii) sent by overnight express delivery, (iii) mailed by registered or certified mail (return receipt requested), postage prepaid, or (iv) sent by email provided the notice is delivered by one of the other methods (i) through (iii) within one (1) business day, to a party at its respective address set forth below (or at such other address as shall be specified by the party by like notice given to the other party):

If to Landlord:

City of Memphis
City Attorney's Office
125 North Main, Room 336
Memphis, TN 38103
Attn: City Attorney
Email: Tannera.Gibson@memphistn.gov

With a copy to:

CC Drayton
Baker, Donelson, Bearman, Caldwell
& Berkowitz, P.C.
165 Madison Avenue, Suite 2000
Memphis, Tennessee 38103
Email : ccdrayton@bakerdonelson.com

If to Tenant:

c/o Capstone Development LLC
4445 Willard Avenue, Suite 600
Chevy Chase, Maryland 20815
Attn: Norm Jenkins and Darren Linnartz
Email: njenkins@capstonedevco.com,
dlinnartz@capstonedevco.com

With a copy to:

Arent Fox Schiff LLP
1717 K Street, NW
Washington, DC 20006
Email: kimberly.wachen@afslaw.com

All such notices and other communications shall be deemed given on the date of personal or local courier delivery, telecopy transmission, delivery to overnight courier or express delivery service, or deposit in the United States Mail, and shall be deemed to have been received (i) in the case of personal or local courier delivery, on the date of such delivery, (ii) in the case of email, upon actual receipt, (iii) in the case of delivery by overnight courier or express delivery service, on the date following dispatch, and (iv) in the case of mailing, on the date specified in the return receipt therefor.

28. **Intentionally Deleted.**

29. **Intentionally Deleted.**

30. **Brokers.** Each party represents and warrants to the other that it has not dealt with any broker or agent in connection with this transaction other than Shawn Massey of The Shopping Center Group, LLC, and Landlord agrees to pay such party's commission in accordance with a separate agreement. Each party agrees to defend, indemnify, and hold the other harmless from and against any claims by any other broker or agent claiming a commission or other form of compensation by virtue of having dealt with the indemnifying party with regard to this Lease.

31. **Representations and Warranties.**

(a) **Landlord's Representations and Warranties.** Landlord hereby represents and warrants that:

(i) Landlord (1) has all requisite right, power and authority to execute and deliver this Lease and to perform its obligations under this Lease and (2) has taken all necessary action to authorize the execution, delivery and performance of this Lease. Landlord has the authority to lease the Property to Tenant and to carry out Landlord's obligations hereunder. This Lease has been duly executed and delivered by Landlord, and constitutes the legal, valid and binding obligation of Landlord, enforceable against it in accordance with its terms. The Person signing this Lease on behalf of Landlord is authorized to do so.

(ii) The execution, delivery and performance by Landlord of this Lease and the transactions contemplated hereby and the performance by Landlord of its obligations hereunder will not violate any of the terms, conditions or provisions of (1) any judgment, order, injunction, decree, regulation or ruling of any court or other governmental authority, or law to

which Landlord is subject or (2) any agreement or contract to which Landlord is a party or to which it is subject.

(iii) No consent or authorization of, or filing with, any Person (including any governmental authority), which has not been obtained, is required in connection with the execution, delivery and performance of this Lease by Landlord.

(iv) There is no litigation, arbitration, administrative proceeding or other similar proceeding pending against Landlord which relates to the Property.

(v) There are no mechanic's, materialman's or other monetary liens encumbering the Property and Landlord has paid in full for all of Landlord's Work with respect to the Property as of the Effective Date.

(b) **Tenant's Representations and Warranties.** Tenant hereby represents and warrants that:

(i) Tenant is a limited liability company, duly formed and validly existing and in good standing under the laws of the State of Delaware and has full power and authority under the laws of the State of Tennessee to conduct the business in which it is now engaged.

(ii) Tenant has the full right, power and authority to enter in this Lease and to carry out Tenant's obligations hereunder and all requisite action necessary to authorize Tenant to enter into this Lease and to carry out its obligations hereunder have been taken. The Person signing this Lease on behalf of Tenant is authorized to do so.

(iii) The execution, delivery, and performance of this Lease by Tenant and the transactions contemplated hereby and the performance by Tenant of its obligations hereunder do not violate any of the terms, conditions or provisions of (1) Tenant's organizational documents, (2) any judgment, order, injunction, decree, regulation or ruling of any court or other governmental authority, or law to which Tenant is subject, or (3) any agreement or contract to which Tenant is a party or to which it is subject. This Lease has been duly executed and delivered by Tenant, and constitutes the legal, valid and binding obligation of Tenant, enforceable against Tenant in accordance with its terms.

(iv) No consent or authorization of, or filing with, any Person (including any governmental authority), which has not been obtained, is required in connection with the execution, delivery and performance of this Lease by Tenant.

(v) There are no actions, suits, arbitrations, governmental investigations or other proceedings pending, or to the knowledge of Tenant threatened, which might adversely affect its right to enter into or perform this Lease.

32. Surrender at End of Term.

(a) On the last day of the Term or upon any earlier termination of this Lease, or upon a re-entry by Landlord upon the Property pursuant to Section 16 hereof, Tenant shall well

and truly surrender and deliver up to Landlord the Property in its as-is condition. If the Term has naturally expired, the Property shall be delivered free and clear of all lettings, occupancies, liens and encumbrances other than those, if any, existing at the date thereof, created by or consented to by Landlord or which lettings and occupancies by their express terms and conditions extend beyond the Term's expiration, and which Landlord shall have consented and agreed, in writing, may extend beyond the Term's expiration, without any payment or allowance whatsoever by Landlord; if the Lease has been terminated or a re-entry by Landlord has occurred pursuant to Section 16, then the Property shall be delivered subject to all lettings, occupancies, liens, and encumbrances and their respective terms. Tenant shall have no obligation to remove any improvements therefrom. Tenant hereby waives any notice now or hereafter required by law with respect to vacating the Property on any such termination date.

(b) On the last day of the Term or upon any earlier termination of the Lease, or upon a re-entry by Landlord upon the Property pursuant to Section 16 hereof, Tenant shall deliver to Landlord all approved subleases (with Tenant's executed counterparts) and any service and maintenance contracts, to the extent assignable, then affecting the Property which Landlord has elected to assume, true and complete maintenance records for the Property, all original licenses and permits then pertaining to the Property, permanent or temporary Certificates of Occupancy then in effect for or otherwise pertaining to the Property, and all warranties and guarantees then in effect which Tenant has received in connection with any work or services performed or improvements installed on the Property, together with a duly executed assignment thereof to Landlord, and any and all other non-confidential documents of every kind and nature whatsoever relating to the Property that are in Tenant's possession and control.

(c) Any personal property of Tenant or of any subtenant which shall remain on the Property for thirty (30) days after the termination of this Lease and after the removal of Tenant or such subtenant from the Property, may, at the option of Landlord, be deemed to have been abandoned by Tenant or such subtenant and either may be retained by Landlord as its property or be disposed of, without accountability, in such manner as Landlord may see fit. Landlord shall not be responsible for any loss or damage occurring to any such property owned by Tenant or any subtenant.

(d) The provisions of this Section 32 shall survive any termination of this Lease.

33. Easements. In connection with the initial development of the Project and to the extent necessary to provide ingress, egress, rights-of-way, parking, and utilities to and from the Property or any portion of the Project which will include egress to a public street (including, without limitation, Larry Finch Lane, Early Maxwell Boulevard, and Raymond Skinner Drive), Landlord shall enter into, and record in the applicable land records against the Property (whether in the form of the actual agreement or a memorandum of such agreement), one or more easements, covenants, and agreements (each, an "**Easement**") setting forth (as and when necessary), among other things, (a) easements for utilities, including sewer, water, electricity, gas, telecommunications, cable and storm water, (b) easements for access and ingress and egress, including ingress and egress to, from and across any private rights-of-way in order to provide the Property with direct or indirect access to public streets, (c) easements for parking, (d) maintenance covenants and standards including sharing the cost of maintenance and repair of the shared infrastructure facilities (e.g. roads, storm water, utilities), if any, (e) cooperation provisions

regarding the ongoing and future development and construction of the Project and Master Development including the obligation to grant easements necessary for the development and construction of the Project and Master Development including temporary construction and construction staging easements, and (f) such other terms and conditions customarily found in mixed-use developments similar to the Project and Master Development, provided however, that no such Easement shall: (i) materially affect Tenant's use and enjoyment of the Property, or (ii) pose any economic burden on Tenant beyond the direct benefit it obtains for the Property, unless Tenant consents to such Easement which consent shall not be unreasonably withheld, conditioned, or delayed. Tenant shall be reasonable in granting or withholding its consent to any customary types of Easements described in this Section 33. If Tenant does not consent to an Easement or Landlord and Tenant are unable to resolve any dispute with respect to approval of the Easement, such dispute shall be resolved in accordance with Section 34(n) below. Notwithstanding anything to the contrary in this Lease, Tenant shall be permitted to enter into and record in the applicable land records against the Property one or more Easements for the provision of utilities without Landlord's prior written consent.

34. Miscellaneous.

(a) **Successors and Assigns.** All agreements, terms, provisions and conditions in this Lease shall extend and inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

(b) **Headings.** The captions of this Lease are for convenience only and are not to be construed as a part of this Lease, and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

(c) **Severability.** If any term or provision of this Lease shall be to any extent held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, but each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

(d) **Governing Law.** This Lease shall be construed and enforced in accordance with the laws of the State of Tennessee.

(e) **Entire Agreement.** This Lease represents the entire agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral, including but not limited to any letters of intent.

(f) **Counterparts; Electronic Signatures.** This Lease and any notices given under this Lease may be executed in multiple counterparts each of which taken together shall constitute one and the same instrument, binding on all of the parties hereto, notwithstanding that all of the parties are not signatories to the original or the same counterpart. Facsimile or scanned signatures via .pdf format or electronic signatures via DocuSign or similar programs will be as valid as original signatures.

(g) **Relationship.** Nothing herein contained shall be deemed or constructed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of

partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship other than Landlord and Tenant.

(h) **Waiver.** Any waiver given by either party with respect to performance by the other party of any provision of this Lease shall be construed only as a waiver of the particular provision in question and only then with respect to the particular failure to comply, and such waiver shall not be construed as a waiver of any separate failure to comply or of any other provisions of this Lease.

(i) **Holdover.** In the event Tenant remains in possession of the Property after expiration of the Term, an Extended Term or earlier termination of this Lease, Tenant shall be deemed to be occupying the Property under a tenancy at will with Minimum Rent adjusted to one hundred fifty percent (150%) of the Minimum Rent in effect immediately prior to such expiration or termination of this Lease thereafter, and otherwise subject to all the conditions, provisions and obligations of this Lease; provided, however, if Landlord and Tenant are then negotiating an extension of this Lease in good faith, Tenant shall not be deemed to be occupying the Property under a tenancy at will and shall continue to pay the Minimum Rent then in effect immediately prior to such expiration or termination of this Lease.

(j) **Prevailing Party.** If either party shall engage an attorney to enforce any provisions of this Lease or to seek a declaratory judgment as to its rights hereunder, the prevailing party shall pay the reasonable out-of-pocket attorney's fees of the other party.

(k) **Construction.** Whenever herein the singular number is used, the same shall include the plural and words of any gender shall include each other gender.

(l) **Authorization.** The individuals executing this instrument on behalf of Landlord and Tenant, respectively, represent that each has been duly authorized to do so by appropriate action taken by Landlord or Tenant, as the case may be, for this Lease to be binding and enforceable.

(m) **No Merger.** Neither the leasehold interest in the Property and the fee interest of Tenant in the improvements to be constructed thereon nor the fee interest of Landlord in the Property shall in any way merge, it being the express intention of the parties that such separate interests in the Property and the improvements to be located thereon shall remain separate and shall not merge during the Term or any Extended Term of this Lease, regardless of any change in ownership or the ownership of all such interests by the same party.

(n) **Dispute Resolution.** Except as otherwise specifically provided in this Lease or as otherwise mutually agreed in writing by the parties, any dispute among two or more of the parties arising from or related to this Lease shall be resolved by judicial proceedings. The exclusive venue for such judicial proceedings will be in the courts of Shelby County, Tennessee or the federal court sitting in the Western District of Tennessee, and each party irrevocably consents to jurisdiction and venue in such courts and to service of process issued by such courts. Each party hereby agrees to waive any rights they might otherwise have to a trial by jury under any provision of any applicable law in any action or proceeding arising from or related to this

Lease. This waiver is knowingly, intentionally, and voluntarily made by each party, and each party acknowledges that the other party has not made any representations of fact to induce this waiver of trial by jury or in any way to modify or nullify its effect.

(o) **Amendments.** This Lease may be amended only by an instrument in writing signed by both parties to this Lease.

(p) **Time of the Essence.** Time is of the essence as to all dates and times in this Lease.

(q) **Business Days.** Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday in the State of Tennessee, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, nor legal holiday. The last day of any period of time described herein shall be deemed to end at 5:00 p.m. ET or EST, as applicable.

(r) **Employment Status.** Tenant hereby certifies to comply with all applicable federal and state laws prohibiting the employment of individuals not legally authorized to work in the United States. Tenant shall not knowingly (i) utilize the services of illegal immigrants; or (ii) utilize the services of any subcontractor who will utilize the services of illegal immigrants in the performance of the contract. Tenant shall require its General Contractor to comply with all applicable federal and state laws prohibiting the employment of individuals not legally authorized to work in the United States and shall replace such General Contractor in the event the General Contractor violates such compliance requirement and thereby defaults under its Construction Contract.

(s) **Conflicts of Interest.** Neither party shall engage in any conduct or activity in the performance of this Lease that constitutes a conflict of interest under applicable federal, state or local laws, rules and regulations. Tenant covenants that it has no public or private interest, and shall not acquire any interest, directly or indirectly, which would conflict in any manner with the performance required under this Lease, and Tenant covenants that no gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Tenant or any agent or representative of Tenant, to any officer, official, agent or employee of Landlord, in an effort to secure the Agreement or favorable treatment with respect to any determinations concerning the performance of the Agreement. Tenant warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Landlord as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Tenant in connection with anything contemplated or performed relative to this Lease. For breach or violation of this provision, Landlord shall have the right to recover or withhold the full amount of such gratuities. Landlord warrants that no part of the total contract amount provided herein has been paid directly or indirectly to any officer or employee of Landlord as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Tenant in connection with anything contemplated or performed relative to this Lease.

(t) **Nondiscrimination.** Tenant hereby agrees to abide by, to take affirmative action to ensure that, and to comply with Title VI and Title VII of the Civil Rights Act of 1964 and all other federal, state or local laws prohibiting discrimination, which provide in whole or in part, that no person shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Lease or in Tenant's employment practices on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, state or statutory law. Tenant shall, upon request, show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination. Landlord reserves the right to investigate any claims of illegal discrimination by Tenant and in the event a finding of discrimination is made and upon written notification thereof, Tenant shall take all necessary steps to cure and rectify such action to the reasonable satisfaction of Landlord. All of Tenant's construction agreements shall specifically contain a provision to this effect.

(u) **Tax Benefits.** To the extent permitted by law, Tenant shall have the right to all depreciation deductions, investment tax credits and other similar tax benefits attributable to any construction, demolition and restoration performed by Tenant or attributable to the ownership of the Property. Landlord, from time to time, shall execute and deliver such instruments as Tenant shall reasonably request in order to effect the provisions of this Section, and Tenant shall pay Landlord's reasonable costs and expenses thereof. Landlord makes no representations as to the availability of any such deductions, credits or tax benefits.

(v) **Equity Investment.** Landlord shall consider in good faith any modification to this Lease requested by Tenant as a condition or term of obtaining equity investment in the Property, provided that the same does not increase Landlord's obligations or diminish Landlord's rights, remedies and immunities hereunder.

(w) **Landlord Mortgage.** This Lease shall be senior at all times to the lien of any mortgage or mortgages and to the lien of any deed of trust or other method of financing or refinancing (hereinafter collectively referred to as "**Landlord Mortgage**") now or hereafter existing against all or a part of the fee Property, and to all renewals, modifications, replacements, consolidations and extensions thereof, and Landlord shall execute and deliver all documents reasonably requested by Tenant in order to confirm that any such Landlord Mortgage is fully and unconditionally subordinated to this Lease. At no time shall Landlord encumber the Property with any Landlord Mortgage without providing written notice to Leasehold Mortgagee, provided Landlord shall cause the lender of the Landlord Mortgage to execute a subordination, non-disturbance and attornment agreement that is reasonably acceptable to Tenant and Leasehold Mortgagee. To the extent permitted by law, Landlord shall indemnify Tenant for any costs or expenses incurred by Tenant arising from any Landlord Mortgage.

(x) **Opportunity Zone.** Landlord and Tenant acknowledge that the Project is located within a Qualified Opportunity Zone (the "**QOZ**"), as evidenced by Exhibit N attached hereto.

(y) **Incentives.** Certain economic incentives may be available to Tenant in relation to the Project. Landlord shall assist and reasonably cooperate with Tenant with applying for and securing such incentives.

(z) **Approvals.** Any approval required of the Landlord under this Lease shall not be unreasonably withheld, conditioned, denied or delayed. Unless otherwise noted in this Lease, the following process shall be used with respect to any approval required of the Landlord hereunder (the “**Approval Process**”): Landlord shall complete its review of each submission by Tenant and provide a written response thereto within fifteen (15) Business Days after its receipt of the same. If Landlord does not respond in writing within the fifteen (15) Business Days, Tenant may provide to Landlord a written notice (a “**Second Request**”) requesting that Landlord approve or disapprove the submission. After a Second Request, Landlord shall have an additional fifteen (15) Business Days to notify Tenant in writing of Landlord’s approval or disapproval of the applicable submission. If Landlord fails to approve the submission or disapprove any part of the same within the timeframes set forth above, such submission shall be deemed approved by Landlord. Landlord shall use good faith efforts to discuss each submission within seven (7) days of such submission to Landlord. Any Landlord notice of disapproval (“**Disapproval Notice**”) shall state in reasonable detail the basis for such disapproval. If Landlord issues a Disapproval Notice, Tenant shall revise the applicable documents to address the objections of Landlord and shall resubmit the revised documents for approval within fifteen (15) Business Days. Any approved documents may not be later disapproved by Landlord unless any disapproval and revision is mutually agreed upon by the parties. Landlord’s review of any submission that is responsive to a Disapproval Notice shall be limited to the matters disapproved by Landlord as set forth in the Disapproval Notice, but shall not be so limited with regard to any new matters shown on such submission that were not included or indicated on any prior submission. Landlord shall respond to any resubmission by Tenant following a Disapproval Notice within fifteen (15) Business Days. If Landlord does not respond in writing within the fifteen (15) Business Days, Tenant may provide to Landlord a Second Request, which shall be governed by the same procedure set forth above in this Section 34(z).

(aa) **Owner’s Affidavit.** In connection with the execution of this Lease and any construction financing obtained by Tenant, Landlord shall execute an Owner’s Affidavit reasonably acceptable to Tenant’s title company in substantially the form attached hereto as Exhibit E.

(bb) **Collaboration.** If a Leasehold Mortgagee requests modifications to this Lease or the Development Agreement as a condition of providing construction financing for the Project, Landlord and Tenant shall collaborate in good faith with the Leasehold Mortgagee to make commercially reasonable modifications hereto and thereto to allow for the closing of construction financing. Changes that will not be deemed commercially reasonable shall include but not be limited to changes (i) that diminish the rights or increase the obligations of the Landlord or (ii) that change any of the delivery and operational requirements of the Tenant.

(cc) **Conflicts.** In the event of any inconsistency between the terms of this Lease, on the one hand, and the PILOT Lease, on the other hand, the terms of this Lease shall control as between Landlord and Tenant.

35. Tenant Right of First Offer.

(a) Subject to and upon the terms and conditions hereinafter set forth, Landlord hereby grants to Tenant a right of first offer (the “**Right of First Offer**” or “**ROFO**”) with respect to any proposed Sale (as defined below) of Landlord’s interest in the Property or any portion

thereof (such interest subject to Sale being the “**ROFO Property**”). If at any time Landlord elects to market or desires to sell the ROFO Property or Landlord’s interest therein to third parties unaffiliated with Landlord (each, a “**Third Party Purchaser**”) then, Landlord shall give written notice thereof to Tenant. Landlord’s notice shall invite Tenant to submit its desired price to purchase the ROFO Property (the “**ROFO Price**”), together with the other terms and conditions of such listing, which terms and conditions shall reflect Tenant’s good faith determination of market conditions and the market value of the ROFO Property (the “**ROFO Tenant Notice**”). Tenant shall have the right, at Tenant’s option, exercisable as hereinafter provided, to purchase Landlord’s interest that is the subject of the proposed Sale on the terms and conditions set forth in this Section 35.

(b) If the parties agree on the ROFO Price and other business terms reflected in the ROFO Tenant Notice, then the ROFO Price and other terms so agreed upon shall be deemed to be a part of the terms upon which Tenant shall have the right to exercise its ROFO and Landlord and Tenant shall negotiate in good faith the remaining terms and conditions of any purchase of the ROFO Property for a period of thirty (30) days, which other terms and conditions shall be consistent with customary purchase and sale agreements for commercial property in the Memphis area and proceed to closing of the Sale. If the parties are unable to agree on the terms and conditions of the Sale of the ROFO Property (the “**ROFO Terms**”) within the thirty (30) day period following Landlord’s receipt of the ROFO Tenant Notice, then Landlord shall have the right to sell the ROFO Property to a Third Party Purchaser in its sole discretion and on terms that may differ from the ROFO Tenant Notice.

(c) As used herein, the term “**Sale**” shall mean any sale, assignment, exchange, transfer or other disposition of, or the entering into of any loan for the sole purpose of defeating the Right of First Offer as to, either of the following: (a) all or any portion of the Property, or (b) all or any portion of the ownership interests in Landlord; provided however, that the term “Sale” shall not include: (i) any sale, assignment, exchange, transfer or other disposition of all or any portion of the Property to a Third Party Purchaser in a condemnation proceeding or pursuant to a conveyance in lieu of condemnation; (ii) the grant or conveyance from time to time of easements, rights-of-way, and comparable interests to utilities and governmental entities; (iii) except as provided above in this sentence, any conveyance resulting from the financing or refinancing of Landlord’s fee interest in the Property or the foreclosure of a mortgage encumbering Landlord’s fee interest in the Property, or any deed given in lieu of such foreclosure; or (iv) any sale, assignment, exchange, transfer or other disposition to a governmental authority.

[SIGNATURES FOLLOW ON SEPARATE PAGES]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Lease as of the Effective Date with actual execution on the dates set forth in the respective acknowledgments below.

LANDLORD:

CITY OF MEMPHIS,
a municipal corporation

By: _____
Name: Paul Young
Title: Mayor

Approved as to Form:

Tannera Gibson,
Chief Legal Officer/ City Attorney

Attest:

Comptroller

STATE OF TENNESSEE)

COUNTY OF SHELBY)

Personally appeared before me, the undersigned, a Notary Public for the state and county aforesaid, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is the _____ of the City of Memphis, a municipal corporation and political subdivision of the State of Tennessee, and is authorized to execute this instrument on behalf of such corporation.

WITNESS my hand and seal at office this _____ day of _____, 2024.

Notary Public

My Commission Expires:

TENANT:

LIBERTY PARK RESIDENCES, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____)

COUNTY OF _____)

Personally appeared before me, the undersigned, a Notary Public for the state and county aforesaid, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is the _____ of _____, a _____ company, and is authorized to execute this instrument on behalf of such company.

WITNESS my hand and seal at office this ____ day of _____, 2024.

Notary Public

My Commission Expires:

EXHIBIT A

Site Description

Being all of Area "A" of the 'Memphis Fairgrounds Planned Development' as recorded in Plat Book 288, Page 21 all at the Shelby County Register's office, City of Memphis, Shelby County, State of Tennessee being more particularly described by metes and bounds as follows:

Commencing at the intersection of the west right of way line of South Hollywood Street (80'ROW) with the south right of way line of Central Avenue (80'ROW) being the northeast corner of Area "C" of the 'Memphis Fairgrounds Planned Development' as recorded in Plat Book 288, Page 21 all at the Shelby County Register's office, City of Memphis, Shelby County, State of Tennessee; thence with a portion of said south right of way line, North 86°02'12" West a distance of 490.76' to the TRUE POINT OF BEGINNING; thence departing from said south right of way line, South 03°13'07" West a distance of 885.13' to a point of curvature; thence in a southwesterly direction along the arc of a curve to the right having a radius of 39.50' (Long Chord = S29°41'17"W, 35.21') an arc length of 36.50' to a point; thence in a non-tangent direction, North 86°43'54" West a distance of 798.20' to a point of non-tangent curvature; thence in a northwesterly direction along the arc of a curve to the right having a radius of 24.50' (Long Chord = N17°55'27"W, 17.67') an arc length of 18.08' to a point; thence North 03°13'07" East a distance of 828.15' to a point; thence North 11°14'44" East a distance of 60.59' to a point; thence North 03°57'14" East a distance of 14.60' to a point of curvature; thence in a northeasterly direction along the arc of a curve to the right having a radius of 19.50' (Long Chord = N14°36'35"E, 7.41') an arc length of 7.45' to a point on said south right of way line of Central Avenue; thence with a portion of said south right of way line, South 86°02'12" East a distance of 810.23' to said TRUE POINT OF BEGINNING.

Said described Area "A" containing 755,369 square feet or 17.34 acres, more or less.

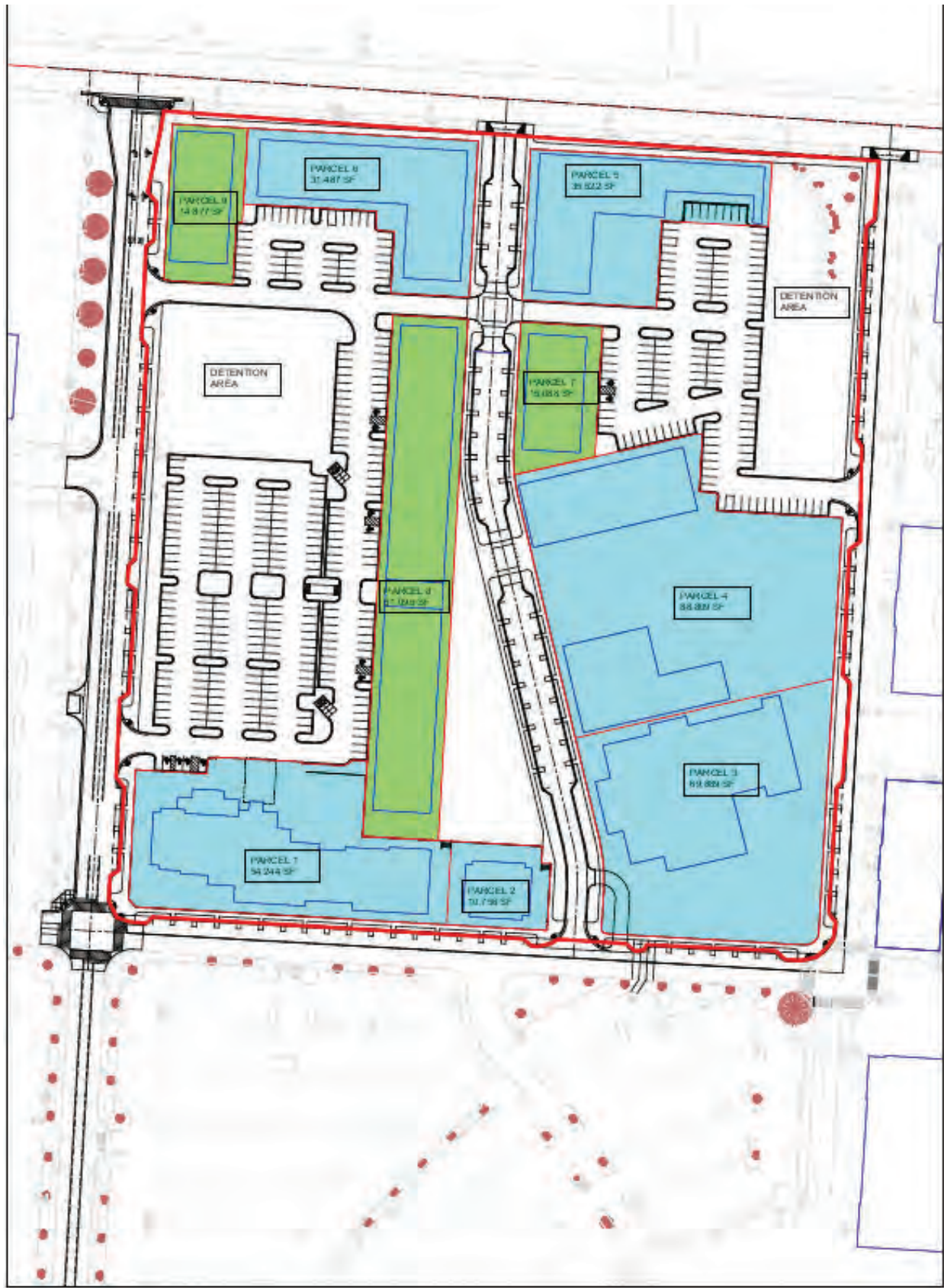


EXHIBIT B

Property Description

Address Reference: Intersection of Early Maxwell, Boulevard and Central Avenue, Memphis, TN

PARCEL 1

BEING PROPERTY CONTAINED ENTIRELY WITHIN A PORTION OF AREA "A" OF THE OUTLINE PLAN FOR THE MEMPHIS FAIRGROUND PLANNED DEVELOPMENT AS RECORDED IN PLAT BOOK 288, PAGE 21 AT THE SHELBY COUNTY REGISTER'S OFFICE, CITY OF MEMPHIS, SHELBY COUNTY, STATE OF TENNESSEE; SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF CENTRAL AVENUE (80'ROW) AND LARRY FINCH LANE (PRIVATE, 60'WIDE); THENCE WITH A PORTION OF THE CENTERLINE OF SAID LARRY FINCH LANE, SOUTH 03°13'07" WEST PASSING THROUGH THE NORTH LINE OF AREA "A" OF THE OUTLINE PLAN FOR THE MEMPHIS FAIRGROUND PLANNED DEVELOPMENT AS RECORDED IN PLAT BOOK 288, PAGE 21 AT THE SHELBY COUNTY REGISTER'S OFFICE, CITY OF MEMPHIS, SHELBY COUNTY, STATE OF TENNESSEE AT 40.00' BUT CONTINUING FOR A TOTAL DISTANCE OF 50.15' TO A POINT; THENCE DEPARTING FROM AND PERPENDICULAR TO SAID CENTERLINE, NORTH 86°46'53" WEST A DISTANCE OF 30.00' TO A POINT IN THE BACK OF A SIDEWALK BEING THE TRUE POINT OF BEGINNING; THENCE WITH SAID BACK OF SIDEWALK BEING 30.00' WEST OF AND PARALLEL WITH SAID CENTERLINE, SOUTH 03°13'07" WEST A DISTANCE OF 180.19' TO THE INTERSECTION WITH A BACK OF A CURB; THENCE WITH SAID BACK OF CURB BEING PERPENDICULAR TO SAID CENTERLINE, NORTH 86°46'53" WEST A DISTANCE OF 88.80' TO A POINT; THENCE DEPARTING FROM SAID BACK OF CURB WITH A LINE BEING THE SOUTHERLY PROLONGATION OF A BACK OF CURB LINE BEING 118.80' WEST OF AND PARALLEL WITH SAID CENTERLINE, NORTH 03°13'07" EAST A DISTANCE OF 71.00' TO A BACK OF CURB INTERSECTION; THENCE WITH A BACK OF CURB BEING PERPENDICULAR TO SAID CENTERLINE, NORTH 86°46'53" WEST A DISTANCE OF 17.00' TO A POINT OF CURVATURE; THENCE WITH A BACK OF CURB IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 4.50' (LONG CHORD = N41°46'53"W, 6.36') AN ARC LENGTH OF 7.07' TO A POINT; THENCE WITH A BACK OF CURB LINE BEING 140.30' WEST OF AND PARALLEL WITH SAID CENTERLINE, NORTH 03°13'07" EAST A DISTANCE OF 17.50' TO A BACK OF CURB INTERSECTION; THENCE WITH A BACK OF CURB AND IT'S WESTERLY PROLONGATION BEING PERPENDICULAR TO SAID CENTERLINE, NORTH 86°46'53" WEST A DISTANCE OF 150.75' TO A POINT; THENCE WITH A LINE BEING 291.05' WEST OF AND PARALLEL WITH SAID CENTERLINE, NORTH 03°13'07" EAST A DISTANCE OF 87.19' TO A POINT IN THE BACK OF A SIDEWALK; THENCE WITH THE BACK OF SIDEWALK BEING PERPENDICULAR TO SAID CENTERLINE, SOUTH 86°46'53" EAST A DISTANCE OF 261.05' TO SAID TRUE POINT OF BEGINNING.

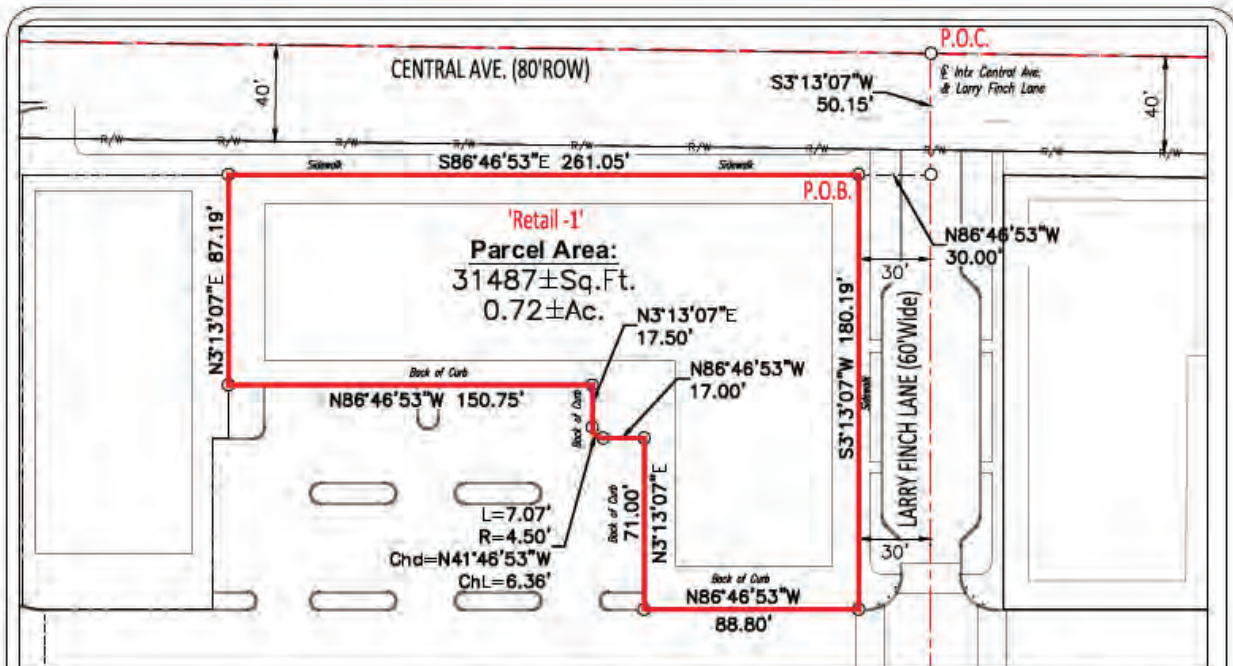
PARCEL 2

BEING PROPERTY CONTAINED ENTIRELY WITHIN A PORTION OF AREA "A" OF THE OUTLINE PLAN FOR THE MEMPHIS FAIRGROUND PLANNED DEVELOPMENT AS RECORDED IN PLAT BOOK 288, PAGE 21 AT THE SHELBY COUNTY REGISTER'S OFFICE, CITY OF MEMPHIS, SHELBY COUNTY, STATE OF TENNESSEE; SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF CENTRAL AVENUE (80'ROW) AND LARRY FINCH LANE (PRIVATE, 60'WIDE); THENCE WITH A PORTION OF THE CENTERLINE OF SAID LARRY FINCH LANE, SOUTH 03°13'07" WEST PASSING THROUGH THE NORTH LINE OF AREA "A" OF THE OUTLINE PLAN FOR THE MEMPHIS FAIRGROUND PLANNED DEVELOPMENT AS RECORDED IN PLAT BOOK 288, PAGE 21 AT THE SHELBY COUNTY REGISTER'S OFFICE, CITY OF MEMPHIS, SHELBY COUNTY, STATE OF

TENNESSEE AT 40.00' BUT CONTINUING FOR A TOTAL DISTANCE OF 50.39' TO A POINT; THENCE DEPARTING FROM AND PERPENDICULAR TO SAID CENTERLINE, SOUTH 86°46'53" EAST A DISTANCE OF 30.00' TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 86°02'12" EAST A DISTANCE OF 273.54' TO A POINT; THENCE WITH A LINE BEING 303.52' EAST OF AND PARALLEL WITH SAID CENTERLINE, SOUTH 03°13'07" WEST A DISTANCE OF 75.97' TO THE INTERSECTION WITH A BACK OF CURB; THENCE WITH SAID BACK OF CURB, IT'S WESTERLY PROLONGATION AND A SEPARATE BACK OF CURB, NORTH 86°58'42" WEST A DISTANCE OF 121.00' TO A BACK OF CURB INTERSECTION; THENCE WITH A BACK OF CURB AND IT'S SOUTHERLY PROLONGATION BEING 182.52' EAST OF AND PARALLEL WITH SAID CENTERLINE, SOUTH 03°13'07" WEST A DISTANCE OF 100.00' TO THE INTERSECTION WITH A BACK OF CURB; THENCE WITH SAID BACK OF CURB BEING PERPENDICULAR TO SAID CENTERLINE, NORTH 86°46'53" WEST A DISTANCE OF 152.52' TO THE INTERSECTION WITH A BACK OF SIDEWALK BEING 30.00' EAST OF SAID CENTERLINE; THENCE WITH SAID BACK OF SIDEWALK BEING 30.00' EAST OF AND PARALLEL WITH SAID CENTERLINE, NORTH 03°13'07" EAST A DISTANCE OF 179.94' TO SAID TRUE POINT OF BEGINNING.

BEING PART OF THE SAME PROPERTY CONVEYED TO CITY OF MEMPHIS, A MUNICIPAL CORPORATION, BY DEEDS OF RECORD IN BOOK 565, PAGE 162 AND BOOK 886, PAGE 245, IN THE REGISTER'S OFFICE OF SHELBY COUNTY, TENNESSEE.



SHEET NO. 1 of 1

LEASE ACQUISITION SURVEY
RETAIL - 1
PORTION OF AREA "A" OF THE OUTLINE PLAN FOR THE
MEMPHIS FAIRGROUND PLANNED DEVELOPMENT
PLAT BOOK 288, PAGE 21
CITY OF MEMPHIS, TENNESSEE

SURVEY BY CAUGHMAN	JAN. 2023	
DRAFTSMAN CAUGHMAN	JAN. 2023	SCALE 1"=50'

Allen & Hoshall, Inc.
1661 International Dr., #100
Memphis, TN 38120
901-820-0820



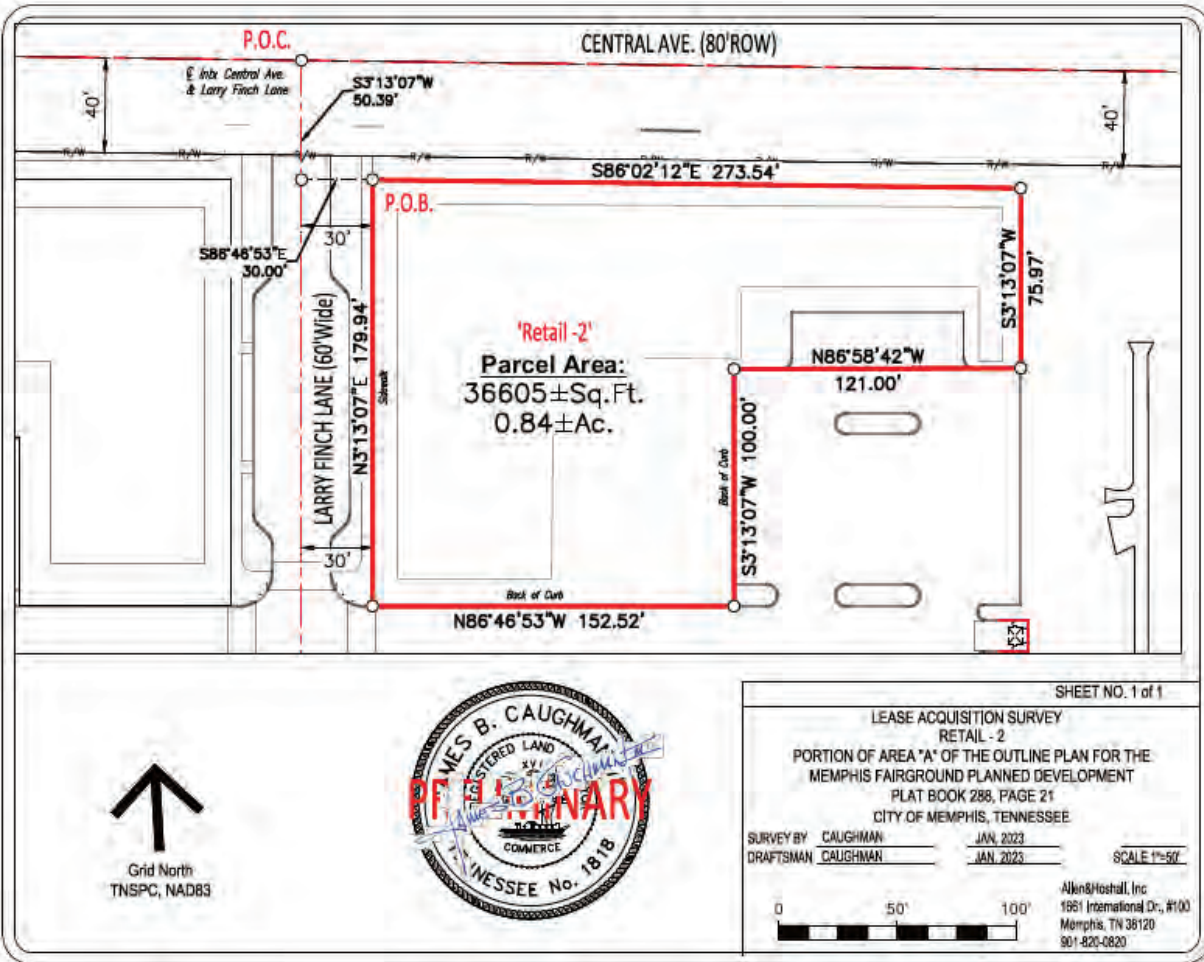


EXHIBIT C

Tenant's Work

The mixed use building at Liberty Park will be a 3 to 5 floor structure, with approximately 12,000 square feet of retail / restaurant cold dark shell space, about 200 Residential Units for rent, approx. 8,000 square feet of ground floor Leasing and Amenity Space. The Amenity Courtyard indicated on the plans will have a pool, deck area, and exterior amenity areas for the residents.

EXHIBIT D

Insurance

Tenant shall not commence any work under this contract until it has obtained and caused its subcontractors to procure and keep in force all insurance required. Tenant shall require all subcontractors to carry insurance, as outlined below, in case they are not protected by the policies carried by Tenant. Tenant is required to provide copies of the insurance policies upon request. Tenant shall furnish to City's Designated Representative, on behalf of the Division to which services or materials are being provided under this Ground Lease, a Certificate of Insurance and/or policies attested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in effect. All insurance companies must be acceptable to the City of Memphis and licensed in the state of Tennessee with a Best Insurance Rating of A and Class VII or better and authorized to do business in the state where the work is performed.

If any of the Insurance Requirements are non-renewed at the expiration dates, at the option of the City, the City may pay the renewal premiums and require reimbursement of such payment from Tenant.

Each certificate or policy shall require and state in writing the following clauses:

Company shall provide notice to the City within three (3) business days following receipt of any notice of cancellation or material change in Company's insurance policy from Company's insurer. Such notice shall be provided to City by registered mail, to the following addresses:

City of Memphis
Attn: Risk Management
170 N. Main St., 5th Floor
Memphis, TN 38103

City of Memphis
Attn: Purchasing Agent
125 North Main, Room 354
Memphis, TN 38103

The Certificate of Insurance shall state the following: "The City of Memphis, its officials, agents, employees and representatives shall be named as additional insured on all liability policies." The additional insured endorsements shall be attached to the Certificate of Insurance and the Certificate of Insurance shall also state: "The additional insured endorsement is attached to the Certificate of Insurance."

WORKERS COMPENSATION:

The Company shall maintain in force Workers' Compensation coverage in accordance with the Statutory Requirements and Minimum Limits of the State of Tennessee and shall require all subcontractors to do likewise.

Employer's Liability \$100,000 Each Accident

\$500,000 Disease-Policy Limit
\$100,000 Disease-Each Employee

AUTOMOBILE LIABILITY:

Covering owned, non-owned, and hired vehicles with Minimum Limits of:

\$1,000,000 Each Occurrence – Combined Single Limits

COMMERCIAL GENERAL LIABILITY WITH CITY AS ADDITIONAL INSURED:

Commercial General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor's Liability, and Broad Form Property Damage Liability Coverage with Minimum Limits of (satisfied by a combination of both primary and umbrella liability limits):

\$5,000,000	General Aggregate
\$2,000,000	Products-Completed Operations
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence (Bodily Injury & Property Damage)
\$ 50,000	Fire Damage any One Fire
\$ 5,000	Medical Expense any One Person

UMBRELLA /EXCESS LIABILITY with Minimum Limits of:

\$2,000,000 Each Occurrence / \$2,000,000 Aggregate

PROPERTY INSURANCE:

Tenant shall be responsible for maintaining any and all property insurance on their own equipment and shall require all subcontractors to do likewise. Tenant shall require all sub-contractors to carry insurance, as outlined above, in case they are not protected by the policies carried by the Company.

The Company is required to provide copies of the insurance policies upon request.

BUSINESS INCOME

MECHANICAL / EQUIPMENT BREAKDOWN (if boilers on premises)

EXHIBIT E

Owner's Affidavit

OWNER'S AFFIDAVIT

STATE OF _____)
)
COUNTY OF _____) SS.

THE UNDERSIGNED, BEING DULY SWORN ACCORDING TO LAW, DEPOSES AND SAYS:

1. THE UNDERSIGNED IS AN OFFICER OF _____, WHICH IS THE OWNER ("THE OWNER") OF ALL THAT CERTAIN PROPERTY DESCRIBED IN FIRST AMERICAN TITLE INSURANCE COMPANY'S COMMITMENT FOR TITLE INSURANCE NO. NCS-_____-CH12 ("THE PROPERTY").
2. THAT THE UNDERSIGNED OFFICER IS AUTHORIZED TO EXECUTE THIS AFFIDAVIT, HAVE THE ABILITY TO EXECUTE ALL INSTRUMENTS NECESSARY TO MORTGAGE OR CONVEY THE PROPERTY PURSUANT TO AUTHORITY UNDER THE CORPORATE BY-LAWS.
3. THAT THE OWNER WAS PROPERLY CREATED AND IS IN GOOD STANDING IN ITS STATE OF INCORPORATION AND IS PROPERLY AUTHORIZED TO DO BUSINESS IN THE STATE WHERE THE PROPERTY IS LOCATED.
4. A COMPLETE LIST OF ALL PARTIES IN POSSESSION ("TENANTS") OF ANY PORTION OF THE PROPERTY IS ATTACHED HERETO AND MADE A PART HEREOF. THERE ARE NO OTHER TENANCIES, LEASES, PARTIES IN POSSESSION OR OTHER OCCUPANCIES OF THE PROPERTY, AND THAT ALL TENANTS ARE AS TENANTS ONLY, WITH NO RIGHT OF FIRST REFUSAL OR OPTIONS TO PURCHASES.
5. THAT ALL MANAGEMENT FEES AND SITE AND/OR ASSESSMENT FEES, ARE FULLY PAID.
6. THAT THERE ARE NO UNRECORDED DOCUMENTS AFFECTING TITLE TO THE PROPERTY, AND THAT OWNER HAS NOT CONVEYED OR ENCUMBERED THE LAND IN ANY WAY SINCE THE EFFECTIVE DATE OF THE AFORENOTED COMMITMENT TO THE TIME OF CLOSING.
7. OWNER HAS NOT RECEIVED ANY WRITTEN NOTICE OF ANY VIOLATION OF ANY COVENANTS, CONDITIONS OR RESTRICTIONS, IF ANY, AFFECTING THE PROPERTY.
8. OWNER HAS HAD NO NOTICE OF ANY TAXES AND/OR SPECIAL ASSESSMENTS AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN ON THE COMMITMENT AND ALL REAL ESTATE TAXES PAYABLE ARE PAID IN FULL; FURTHER, THERE ARE NO UNPAID CHARGES FOR TAXES, WATER AND/OR SEWER SERVICES OR UNPAID SPECIAL ASSESSMENTS FOR ITEMS SUCH AS IMPROVEMENTS FOR SIDEWALKS, CURBS, GUTTERS, SEWERS, ETC., NOT SHOWN AS EXISTING LIENS IN THE PUBLIC RECORDS.
9. THERE ARE NO UNPAID BILLS OR CLAIMS FOR LABOR OR SERVICES PERFORMED OR MATERIALS FURNISHED OR DELIVERED DURING THE LAST 6 MONTHS FOR ALTERATIONS, REPAIR, WORK, OR NEW CONSTRUCTION ON THE PROPERTY, INCLUDING BUT NOT LIMITED TO TENANT WORK, WHICH WILL NOT BE PAID IN THE DUE COURSE OF BUSINESS EXCEPT FOR:
-
10. OWNER KNOWS OF NO CONTRACT FOR THE MAKING OF REPAIRS OR IMPROVEMENTS ON THE PROPERTY EXCEPT AS FOLLOWS:
-
11. NO PROCEEDING IN BANKRUPTCY HAS EVER BEEN INSTITUTED BY OR AGAINST THE OWNER, NOR HAS THE OWNER MADE ANY ASSIGNMENT FOR THE BENEFIT OF CREDITORS.
12. THIS AFFIDAVIT IS MADE FOR THE PURPOSE OF INDUCING FIRST AMERICAN TITLE INSURANCE COMPANY TO ISSUE A TITLE INSURANCE POLICY OR OTHER TITLE EVIDENCE, AND IS ACTING AS ESCROWEE OR CLOSING AGENT, THEN TO DISBURSE ANY FUNDS HELD AS ESCROWEE OR CLOSING AGENT. FURTHER, THE OWNER INDEMNIFIES FIRST AMERICAN TITLE INSURANCE COMPANY AS TO DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY CREATED, FIRST APPEARING ON THE PUBLIC RECORD OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE OF THE ABOVE-REFERENCED COMMITMENT BUT PRIOR TO THE EFFECTIVE DATE OF SUCH TITLE INSURANCE POLICY OR POLICIES OR OTHER TITLE EVIDENCE.

BY: _____

NAME: _____, NOT PERSONALLY BUY SOLELY AS

_____ OF _____

SUBSCRIBED AND SWORN TO BEFORE

ME THIS _____ DAY OF _____, 20__

_____(NOTARY PUBLIC)

EXHIBIT F

Landlord's Work

Please see Exhibit "C" (Infrastructure and Construction Responsibility) of the Development Agreement.

EXHIBIT G

Surveyor's Certification

The survey shall contain a certificate substantially as follows:

“To: City of Memphis, a municipal corporation; Liberty Park Residences, LLC, a Delaware limited liability company, its successors and assigns; (Name of Leasehold Mortgagee), its successors and assigns; and First American Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10, 11(a), 11(b), 13, 14, 16, 17, 18 and 19 of Table A thereof. The field work was completed on _____.

Date of Plat or Map: _____ (Surveyor's signature, printed name and seal with Registration/License Number)”

EXHIBIT H

Commencement Date Declaration

This DECLARATION OF COMMENCEMENT DATE (this “**Declaration**”) is made as of _____, 202__, by the CITY OF MEMPHIS, a municipal corporation and political subdivision of the State of Tennessee (“**Landlord**”), and LIBERTY PARK RESIDENCES, LLC, a Delaware limited liability company (“**Tenant**”), who agree as follows:

1. Landlord and Tenant entered into that certain Ground Lease dated as of _____, 2023 (the “**Lease**”), in which Landlord leased to Tenant, and Tenant leased from Landlord, certain Property located within the Liberty Park Master Development. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Lease.

2. Pursuant to the Lease, Landlord and Tenant agreed to and do hereby confirm the following matters:

a. The Commencement Date is _____, 202__.

b. The Rent Commencement Date is _____, 202__.

c. The expiration date of the initial Term is _____, 20____, unless sooner terminated pursuant to the terms of the Lease.

d. If Tenant elects to extend the Term for one or more Extension Terms, the Extension Terms begin and expire as follows:

i. First (1st) Extension Term:
_____, 2____, to _____, 2____

ii. Second (2nd) Extension Term:
_____, 2____, to _____, 2____

iii. Third (3rd) Extension Term:
_____, 2____, to _____, 2____

iv. Fourth (4th) Extension Term:
_____, 2____, to _____, 2____

v. Fifth (5th) Extension Term:
_____, 2____, to _____, 2____

vi. Sixth (6th) Extension Term:
_____, 2____, to _____, 2____

e. The number of rentable square feet of the Project is _____.

f. Tenant's Proportionate Share with respect to CAM expenses is \$_____ per gross square foot.

g. The Lease is in full force and effect and has not been modified, altered, or amended, except as follows: _____.

3. The provisions of this Declaration shall inure to the benefit of, or bind, as the case may require, the parties and their respective successors and assigns, and to all Leasehold Mortgagees of the Property, subject to the restrictions on assignment and subleasing contained in the Lease, and are hereby attached to and made a part of the Lease.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Declaration as of the date set forth above.

LANDLORD:

CITY OF MEMPHIS,
a municipal corporation

By: _____
Name: _____
Title: _____

TENANT:

LIBERTY PARK RESIDENCES, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT I

Memorandum of Ground Lease

AFTER RECORDATION,
PLEASE RETURN TO:

ArentFox Schiff LLP
1717 K Street, NW
Washington, DC 20036
Attention: Kimberly A. Wachen, Esq.

MEMORANDUM OF GROUND LEASE

THIS MEMORANDUM OF GROUND LEASE (this “**Memorandum**”) is made this ____ day of _____, 2023, by and between the **CITY OF MEMPHIS**, a municipal corporation and political subdivision of the State of Tennessee (“**Landlord**”), with a primary address of 125 North Main, Room 336, Memphis, TN 38103, and **LIBERTY PARK RESIDENCES, LLC**, a Delaware limited liability company (“**Tenant**”), with a current address of 4445 Willard Avenue, Suite 600, Chevy Chase, MD 20815.

WHEREAS, Landlord, as landlord, and Tenant, as tenant, entered into that certain Ground Lease dated as of _____, 2023 (the “**Lease**”), which Lease provides for, among other things, the leasing by Landlord to Tenant of certain real property and improvements located thereon located at _____ in the City of Memphis and described on **Exhibit A** attached hereto and made a part hereof (the “**Leased Premises**”); and

WHEREAS, Landlord and Tenant desire to enter into this Memorandum, which is to be recorded in the Office of the Register of Deeds of Shelby County, Tennessee, so that third parties may have notice of the existence of the Lease and of Tenant’s leasehold interest in the Leased Premises.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Landlord and Tenant do hereby agree as follows:

1. The Recitals set forth above are incorporated by this reference as if fully set forth in this Memorandum. Capitalized terms used but not defined herein shall have the meanings given them in the Lease.
2. This Memorandum is for the sole purpose of giving notice of the Lease, which Lease speaks for itself with respect to the parties’ respective rights and obligations thereunder. This Memorandum is not intended to create or modify any rights or obligations on the part of Landlord or Tenant with respect to the Lease.

3. The initial term of the Lease expires thirty (30) years after the Commencement Date. Tenant has six (6) extension options of ten (10) years each.
4. Tenant has a right of first offer to purchase the Leased Premises.
5. Landlord has the right of first offer if Tenant's lender wants to sell its leasehold interest in the Ground Lease in a foreclosure sale or after receiving a voluntary assignment of the Lease and the leasehold estate in lieu of a foreclosure.
5. This Memorandum shall be recorded in the Office of the Register of Deeds of Shelby County, Tennessee, with consent of Landlord and Tenant.
6. This Memorandum may be executed in multiple counterparts, all of which shall together constitute a single instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Memorandum of Ground Lease as of the date first above written.

LANDLORD:

CITY OF MEMPHIS,
a municipal corporation

By: _____
Name: _____
Title: _____

Approved as to Form:

Tannera Gibson
Chief Legal Officer/ City Attorney

Attest:

Comptroller

STATE OF TENNESSEE)

COUNTY OF SHELBY)

Personally appeared before me, the undersigned, a Notary Public for the state and county aforesaid, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is the _____ of the City of Memphis, a municipal corporation and political subdivision of the State of Tennessee, and is authorized to execute this instrument on behalf of such corporation.

WITNESS my hand and seal at office this _____ day of _____, 2024.

Notary Public

My Commission Expires:

TENANT:

LIBERTY PARK RESIDENCES, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

Personally appeared before me, the undersigned, a Notary Public for the state and county aforesaid, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is the _____ of _____, a _____ company, and is authorized to execute this instrument on behalf of such company.

WITNESS my hand and seal at office this ____ day of _____, 2024.

Notary Public

My Commission Expires:

Exhibit A

Leased Premises

Address Reference: Intersection of Early Maxwell, Boulevard and Central Avenue, Memphis, TN

PARCEL 1

BEING PROPERTY CONTAINED ENTIRELY WITHIN A PORTION OF AREA "A" OF THE OUTLINE PLAN FOR THE MEMPHIS FAIRGROUND PLANNED DEVELOPMENT AS RECORDED IN PLAT BOOK 288, PAGE 21 AT THE SHELBY COUNTY REGISTER'S OFFICE, CITY OF MEMPHIS, SHELBY COUNTY, STATE OF TENNESSEE; SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF CENTRAL AVENUE (80'ROW) AND LARRY FINCH LANE (PRIVATE, 60'WIDE); THENCE WITH A PORTION OF THE CENTERLINE OF SAID LARRY FINCH LANE, SOUTH 03°13'07" WEST PASSING THROUGH THE NORTH LINE OF AREA "A" OF THE OUTLINE PLAN FOR THE MEMPHIS FAIRGROUND PLANNED DEVELOPMENT AS RECORDED IN PLAT BOOK 288, PAGE 21 AT THE SHELBY COUNTY REGISTER'S OFFICE, CITY OF MEMPHIS, SHELBY COUNTY, STATE OF TENNESSEE AT 40.00' BUT CONTINUING FOR A TOTAL DISTANCE OF 50.15' TO A POINT; THENCE DEPARTING FROM AND PERPENDICULAR TO SAID CENTERLINE, NORTH 86°46'53" WEST A DISTANCE OF 30.00' TO A POINT IN THE BACK OF A SIDEWALK BEING THE TRUE POINT OF BEGINNING; THENCE WITH SAID BACK OF SIDEWALK BEING 30.00' WEST OF AND PARALLEL WITH SAID CENTERLINE, SOUTH 03°13'07" WEST A DISTANCE OF 180.19' TO THE INTERSECTION WITH A BACK OF A CURB; THENCE WITH SAID BACK OF CURB BEING PERPENDICULAR TO SAID CENTERLINE, NORTH 86°46'53" WEST A DISTANCE OF 88.80' TO A POINT; THENCE DEPARTING FROM SAID BACK OF CURB WITH A LINE BEING THE SOUTHERLY PROLONGATION OF A BACK OF CURB LINE BEING 118.80' WEST OF AND PARALLEL WITH SAID CENTERLINE, NORTH 03°13'07" EAST A DISTANCE OF 71.00' TO A BACK OF CURB INTERSECTION; THENCE WITH A BACK OF CURB BEING PERPENDICULAR TO SAID CENTERLINE, NORTH 86°46'53" WEST A DISTANCE OF 17.00' TO A POINT OF CURVATURE; THENCE WITH A BACK OF CURB IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 4.50' (LONG CHORD = N41°46'53"W, 6.36') AN ARC LENGTH OF 7.07' TO A POINT; THENCE WITH A BACK OF CURB LINE BEING 140.30' WEST OF AND PARALLEL WITH SAID CENTERLINE, NORTH 03°13'07" EAST A DISTANCE OF 17.50' TO A BACK OF CURB INTERSECTION; THENCE WITH A BACK OF CURB AND IT'S WESTERLY PROLONGATION BEING PERPENDICULAR TO SAID CENTERLINE, NORTH 86°46'53" WEST A DISTANCE OF 150.75' TO A POINT; THENCE WITH A LINE BEING 291.05' WEST OF AND PARALLEL WITH SAID CENTERLINE, NORTH 03°13'07" EAST A DISTANCE OF 87.19' TO A POINT IN THE BACK OF A SIDEWALK; THENCE WITH THE BACK OF SIDEWALK BEING PERPENDICULAR TO SAID CENTERLINE, SOUTH 86°46'53" EAST A DISTANCE OF 261.05' TO SAID TRUE POINT OF BEGINNING.

PARCEL 2

BEING PROPERTY CONTAINED ENTIRELY WITHIN A PORTION OF AREA "A" OF THE OUTLINE PLAN FOR THE MEMPHIS FAIRGROUND PLANNED DEVELOPMENT AS RECORDED IN PLAT BOOK 288, PAGE 21 AT THE SHELBY COUNTY REGISTER'S OFFICE, CITY OF MEMPHIS, SHELBY COUNTY, STATE OF TENNESSEE; SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF CENTRAL AVENUE (80'ROW) AND LARRY FINCH LANE (PRIVATE, 60'WIDE); THENCE WITH A PORTION OF THE CENTERLINE OF SAID LARRY FINCH LANE, SOUTH 03°13'07" WEST PASSING THROUGH THE NORTH LINE OF AREA "A" OF THE OUTLINE PLAN FOR THE MEMPHIS FAIRGROUND PLANNED DEVELOPMENT AS RECORDED IN PLAT BOOK 288, PAGE 21 AT THE SHELBY COUNTY REGISTER'S OFFICE, CITY OF MEMPHIS, SHELBY COUNTY, STATE OF

TENNESSEE AT 40.00' BUT CONTINUING FOR A TOTAL DISTANCE OF 50.39' TO A POINT; THENCE DEPARTING FROM AND PERPENDICULAR TO SAID CENTERLINE, SOUTH 86°46'53" EAST A DISTANCE OF 30.00' TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 86°02'12" EAST A DISTANCE OF 273.54' TO A POINT; THENCE WITH A LINE BEING 303.52' EAST OF AND PARALLEL WITH SAID CENTERLINE, SOUTH 03°13'07" WEST A DISTANCE OF 75.97' TO THE INTERSECTION WITH A BACK OF CURB; THENCE WITH SAID BACK OF CURB, IT'S WESTERLY PROLONGATION AND A SEPARATE BACK OF CURB, NORTH 86°58'42" WEST A DISTANCE OF 121.00' TO A BACK OF CURB INTERSECTION; THENCE WITH A BACK OF CURB AND IT'S SOUTHERLY PROLONGATION BEING 182.52' EAST OF AND PARALLEL WITH SAID CENTERLINE, SOUTH 03°13'07" WEST A DISTANCE OF 100.00' TO THE INTERSECTION WITH A BACK OF CURB; THENCE WITH SAID BACK OF CURB BEING PERPENDICULAR TO SAID CENTERLINE, NORTH 86°46'53" WEST A DISTANCE OF 152.52' TO THE INTERSECTION WITH A BACK OF SIDEWALK BEING 30.00' EAST OF SAID CENTERLINE; THENCE WITH SAID BACK OF SIDEWALK BEING 30.00' EAST OF AND PARALLEL WITH SAID CENTERLINE, NORTH 03°13'07" EAST A DISTANCE OF 179.94' TO SAID TRUE POINT OF BEGINNING.

BEING PART OF THE SAME PROPERTY CONVEYED TO CITY OF MEMPHIS, A MUNICIPAL CORPORATION, BY DEEDS OF RECORD IN BOOK 565, PAGE 162 AND BOOK 886, PAGE 245, IN THE REGISTER'S OFFICE OF SHELBY COUNTY, TENNESSEE.

EXHIBIT J

Ground Lease Estoppel

GROUND LEASE ESTOPPEL CERTIFICATE AND AGREEMENT

[DATE]

PROPERTY NAME: _____

PROPERTY ADDRESS: _____

(the “**Property**”)

LEASE DATE: _____

LANDLORD: CITY OF MEMPHIS
 (“**Landlord**”)

TENANT: LIBERTY PARK RESIDENCES, LLC

 (“**Tenant**”)

Landlord acknowledges that (a) _____, a _____ (together with its successors and assigns, “**Lender**”) has agreed, subject to the satisfaction of certain terms and conditions, to make a loan (the “**Leasehold Mortgage Loan**”) to Tenant, which Leasehold Mortgage Loan is or will be secured by a lien on Tenant’s leasehold interest in the Property (the “**Premises**”), and (b) Lender is requiring this Ground Lease Estoppel Certificate and Agreement (this “**Estoppel Certificate**”) as a condition to its making the Leasehold Mortgage Loan. Accordingly, Landlord hereby certifies, confirms, covenants and agrees to Lender and its transferees, successors and assigns, as follows:

1. A true, complete and correct copy of the lease between Landlord and Tenant with respect to the Premises, together with any other amendment, supplement or agreement related thereto, is attached hereto as Schedule I (collectively, the “**Lease**”). Other than as attached on Schedule I, the Lease has not been modified, changed, altered, assigned, supplemented or amended in any respect. The Lease represents the entire agreement between Landlord and Tenant with respect to the Premises.

2. Landlord hereby consents to the Leasehold Mortgage Loan secured by a lien as to the leasehold estate created by the Lease, and to the encumbrance of a security lien against Tenant’s leasehold estate as security for repayment of the Leasehold Mortgage Loan, it being expressly understood and agreed that Lender and its successors and assigns may specifically rely on the provisions of this Estoppel Certificate.

3. The Lease provides for an original term of thirty (30) years, commencing on _____ and expiring on _____.

4. The Lease makes the following provision for renewal or extension of its term beyond the original term: (check one)

(___) the Lease does not contain an option(s) or other right to renew or extend for any additional term or terms.

(X) the Lease contains an option for six (6) additional term(s) of ten (10) years each.

5. The rent currently payable by Tenant to Landlord under the Lease is \$_____ [per annum, payable in monthly installments]. All rent and other charges due and currently payable by Tenant under the Lease through the date hereof have been fully paid by Tenant.

6. The Lease is valid and in full force and effect, and there is no existing default or unfulfilled obligation on the part of Tenant in any of the terms and conditions of the Lease, and no event has occurred or condition exists which, with the passing of time or giving of notice or both, would constitute an event of default under the Lease.

7. Landlord has no right to terminate the Lease [other than as follows: _____].

8. Tenant has a right of first offer to purchase the Premises.

9. Tenant owns all improvements located on the Premises [except as follows: _____].

10. Landlord agrees that it shall not accept a voluntary surrender or termination of the Lease for so long as the Premises are subject to the Leasehold Mortgage Loan.

11. Landlord shall not terminate, cancel, amend or modify the Lease without the prior written consent of Lender.

12. Landlord agrees that if Landlord or Tenant initiates any appraisal, arbitration, litigation or other dispute resolution proceeding affecting the Lease, then Landlord and Tenant shall simultaneously notify Lender, and Lender will have the right to participate in such proceeding on Tenant's behalf, or exercise any or all of Tenant's rights in such proceeding, in each case (at Lender's option) to the exclusion of Tenant.

13. There are no mortgages encumbering Landlord's fee estate in the Property and Landlord acknowledges and agrees that it will not mortgage or otherwise encumber its fee estate in the future.

14. Landlord has not assigned, mortgaged, conveyed, transferred, encumbered, hypothecated or granted to any party any interest in the Lease or the Premises (other than recorded

easements, rights of way or similar recorded encumbrances of record as of the date hereof) other than to Tenant, or granted to any party any right or option to purchase the Premises or any interest of Landlord in the Lease other than options granted to Tenant under the Lease. Landlord has not subordinated its interest in the Lease to any mortgage lien or other encumbrance on the fee.

15. Landlord consents to the right of Lender to foreclose on the Leasehold Mortgage Loan and sell or take title to or possession of the leasehold estate of Tenant in its own name or in the name of an assignee or nominee without Landlord's prior consent. In the event of any such foreclosure or any other exercise by Lender of rights and remedies (whether under the Leasehold Mortgage Loan or under applicable law), as a result of which Lender (or its designee or nominee) or a third party purchaser becomes owner of the leasehold estate, or delivery of a deed or other conveyance of Tenant's interest in lieu of any of the foregoing, Landlord agrees that Lender (or its designee or nominee) or a third party purchaser at a foreclosure sale or a transferee that receives a deed in lieu of foreclosure shall only be liable for acts or omissions taking place during the period in which Lender (or its designee or nominee) or such third party purchaser at a foreclosure sale or transferee that receives a deed in lieu of foreclosure had record title to the leasehold estate, and Landlord will provide for an automatic release of Lender (or its designee or nominee) or any third party purchaser at a foreclosure sale or transferee that receives a deed in lieu of foreclosure.

16. Upon receipt of notice from the Landlord of a default by Tenant under the Lease, Lender may, but shall not be obligated to, cure any default of Tenant within the time frame set forth in the Lease afforded to cure such default, and the lapse of thirty (30) days after the expiration of such time frame to cure such default; provided, however, that with respect to any default of Tenant under the Lease which cannot be remedied within such time frame, if Lender commences to cure such default within such time and thereafter diligently proceeds with such efforts and pursues the same to completion, Lender shall have such time as is reasonably necessary to complete curing such default. Notwithstanding the foregoing, with respect to any default of Tenant under the Lease that cannot be remedied without Lender obtaining possession of the Premises, any cure period afforded to Borrower in the Lease shall not commence until Lender obtains possession of the Premises, as long as all other defaults which reasonably can be cured by Lender without Lender obtaining possession of the Premises are so cured, and provided that Lender commences to exercise any rights to obtain possession or to effect foreclosure, and diligently pursues the exercise of such rights thereafter.

17. Lender will rely on the covenants and agreements made by Landlord herein in connection with Lender's agreement to make the Leasehold Mortgage Loan and Landlord agrees that Lender may so rely on such representations and agreements.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the undersigned has signed and delivered this Landlord Estoppel Certificate or has caused this Landlord Estoppel Certificate to be signed and delivered by its duly authorized representative.

LANDLORD:

CITY OF MEMPHIS,
a municipal corporation

By: _____

Name: _____

Title: _____

SCHEDULE I TO GROUND LEASE ESTOPPEL CERTIFICATE

(Copy of Lease)

EXHIBIT K

Exclusive Uses

In accordance with Section 3(a) of the Lease, this Exhibit K may be amended to include future Exclusive Uses. As of the Effective Date of the Lease, the Exclusive Uses are as follows:

Tenant:	Exclusive Use:
High 5	Arcade, Bowling, Laser Tag, Escape Rooms, Axe Throwing, Virtual Reality, Virtual Golf Suites, Mini-Golf, Zipline, Ropes, & Rock Climbing.

EXHIBIT L

Prohibited Uses

None of the following uses or operations shall be permitted on the Property:

- (1) Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation (but this provision shall not restrict the absolute freedom of a tenant or occupant to conduct periodic seasonal, promotional or clearance sales or legitimate going out of business sales).
- (2) Sale of any so-called "Army and Navy" surplus, or previously worn or "used" goods, as those terms are generally used at this time and from time to time hereafter (except for fine antique furniture and antique jewelry or fine used clothes) or other store selling merchandise which is primarily "seconds", "odd-lots", damaged or discontinued including swap shops.
- (3) Any self-storage facilities.
- (4) Any operation primarily used as a warehouse operation (which shall not include storage incidental to a retail operation conducted on the same premises), any factory, manufacturing or industrial operation or usage, any processing or rendering plant, or any lumber yard (except in connection with the operation of a home improvement store).
- (5) Any governmental use or office, except as expressly permitted herein or any social service functions or facilities.
- (6) The operation of a massage parlor or bath house, adult book or adult video store, or for the sale, rental or exhibition of pornographic material and/or display in storefront windows or in areas within the Property which are visible from outside of the Property, any sign, product or advertising material which is or is for pornographic or "adult" material.
- (7) A night club or discotheque or similar establishment (except for a sit-down full table service restaurant featuring regularly scheduled live entertainment).
- (8) Automobile, recreational vehicle or bus-related uses, including automobile wash racks, used automobile and trailer sales, tire and battery servicing, automobile, truck, trailer, R.V. or boat dealer (or other similar enterprise), sales, leasing, display or repair (other than for office functions relating to such operations).
- (9) A funeral parlor or mortuary.
- (10) A mobile home or trailer court.
- (11) Any dumping, disposing, recycling, incineration or reduction on a large-scale commercial basis of refuse and recyclables (exclusive of collection in appropriately screened areas of refuse and recyclables resulting from normal day to day operations in the locations designated by Landlord from time to time).

- (12) Any commercial laundry or dry cleaning plant or coin-operated laundromat; provided, however, this prohibition shall not prohibit the operation of dry cleaning and laundry equipment and supporting facilities in connection with a laundry and dry cleaning establishment oriented to pick-up and delivery by the ultimate consumer.
- (13) Trade school, university, day care center or school (other than in conjunction with a retail operation).
- (14) An off-track betting business, bingo, lottery or similar “games of chance” sales or facility.
- (15) Any astrology, palm reading, tarot card or other like service or facility.
- (16) Answering services or call centers.
- (17) Display or advertisement, including in storefront windows, whether or not for sale, any “controlled substances”, drug paraphernalia, pornographic material, or any other advertising device, signs, objects or materials that may be considered offensive to community standards in a family-oriented shopping center.

EXHIBIT M

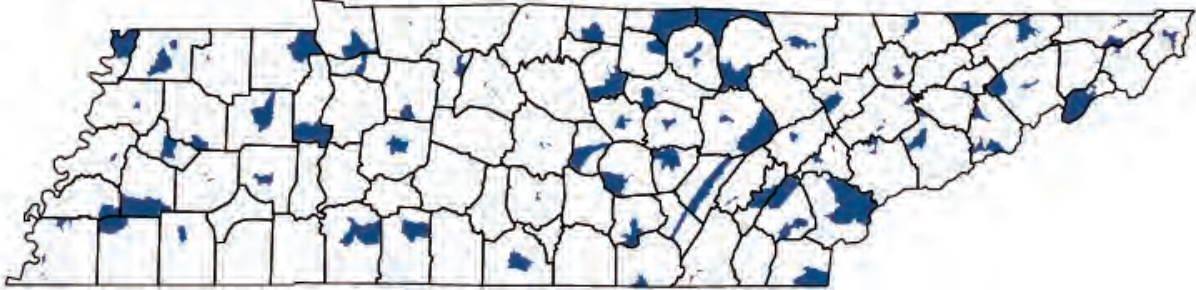
Reserved

EXHIBIT N

Opportunity Zone Documentation

Tract 47157006600 in Shelby County is listed as a qualifying Opportunity Zone.

Tennessee's Opportunity Zones



Tennessee's Opportunity Zones

County Name	Census Tract
Anderson	47001020500
Anderson	47001021000
Bedford	47003950500
Benton	47005963200
Bledsoe	47007953100
Blount	47009010100
Blount	47009010200
Blount	47009010301
Blount	47009010302
Bradley	47011010700
Cannon	47015960200
Carroll	47017962100
Carter	47019071200
Cheatham	47021070104
Claiborne	47025970300
Clay	47027955000
Cocke	47029920200
Cocke	47029920700
Crockett	47033961100
Cumberland	47035970400
Cumberland	47035970800
Davidson	47037010401
Davidson	47037012600
Davidson	47037013601
Davidson	47037013602
Davidson	47037013700
Davidson	47037013800
Davidson	47037013900
Davidson	47037014200
Davidson	47037014800
Davidson	47037015628
Davidson	47037015900
Davidson	47037016000
Davidson	47037016100
Davidson	47037016200
Davidson	47037016300
Davidson	47037017300
Davidson	47037019200
Davidson	47037019300
DeKalb	47041920200
Dickson	47043060602
Dyer	47045964300
Fayette	47047060300
Fentress	47049965300
Gibson	47053966900
Gibson	47053967000
Greene	47059090100
Greene	47059091200
Grundy	47061955300
Hamblen	47063100300
Hamblen	47063100800
Hamilton	47065000400
Hamilton	47065001600
Hamilton	47065001900
Hamilton	47065002000
Hamilton	47065003100
Hamilton	47065012300
Hamilton	47065012400
Hancock	47067960600

County Name	Census Tract
Hardeman	47069950300
Hawkins	47073050400
Hawkins	47073050601
Haywood	47075930500
Henderson	47077975400
Henry	47079969000
Hickman	47081950302
Houston	47083120200
Jackson	47087960400
Johnson	47091956300
Knox	47093000100
Knox	47093000800
Knox	47093001900
Knox	47093002400
Knox	47093003500
Knox	47093006502
Knox	47093006700
Knox	47093006800
Lake	47095960100
Lauderdale	47097050504
Lauderdale	47097050505
Lawrence	47099960300
Lawrence	47099960501
Lincoln	47103975300
Lincoln	47103975400
Loudon	47105060202
Loudon	47105060600
McMinn	47107970101
McMinn	47107970600
Macon	47111970300
Madison	47113000200
Madison	47113000500
Madison	47113000600
Madison	47113000700
Madison	47113000800
Madison	47113000900
Marion	47115050301
Marshall	47117955300
Meigs	47121960200
Monroe	47123925000
Monroe	47123925501
Montgomery	47125100100
Montgomery	47125100200
Montgomery	47125100800
Montgomery	47125100900
Obion	47131965400
Obion	47131965500
Overton	47133950302
Pickett	47137925100
Polk	47139950400
Putnam	47141000600
Putnam	47141000800
Putnam	47141001100
Rhea	47143975401
Roane	47145030600
Rutherford	47149041800
Rutherford	47149041900
Rutherford	47149042100
Scott	47151975200

County Name	Census Tract
Sequatchie	47153060101
Sevier	47155080101
Sevier	47155080400
Shelby	47157000200
Shelby	47157000300
Shelby	47157000400
Shelby	47157001900
Shelby	47157002000
Shelby	47157002100
Shelby	47157002400
Shelby	47157002500
Shelby	47157002700
Shelby	47157002800
Shelby	47157003000
Shelby	47157003600
Shelby	47157003700
Shelby	47157003800
Shelby	47157003900
Shelby	47157004500
Shelby	47157004600
Shelby	47157005000
Shelby	47157005900
Shelby	47157006600
Shelby	47157006700
Shelby	47157007000
Shelby	47157007300
Shelby	47157007400
Shelby	47157011200
Shelby	47157011300
Shelby	47157011400
Shelby	47157011600
Shelby	47157020210
Shelby	47157020300
Shelby	47157022111
Shelby	47157022500
Smith	47159975300
Smith	47159975400
Stewart	47161110600
Sullivan	47163040200
Sullivan	47163042701
Sullivan	47163043000
Sullivan	47163043302
Sumner	47165020300
Sumner	47165020700
Tipton	47167040700
Tipton	47167041000
Unicoi	47171080100
Unicoi	47171080200
Union	47173040201
Van Buren	47175925200
Warren	47177930800
Washington	47179060100
Washington	47179060800
Washington	47179060900
Washington	47179062000
Wayne	47181950200
Weakley	47183968101
White	47185935300

EXHIBIT O

RESERVED

EXHIBIT P

Definitions Index

Additional Insureds	Section 8(b)
Additional PILOT Rent.....	Section 4(a)
Affiliate of Tenant	Section 12(g)
Approval Process	Section 34(z)
CAM	Section 7
CAM Agreement.....	Section 7
Casualty.....	Section 14(a)
Casualty Notice.....	Section 14(a)
Casualty Renovation Cost.....	Section 14(a)
CCRFC.....	Section 6(c)
Commencement Date.....	Section 2(a)
Common Areas	Section 7
Component Developer	Section 3(a)
Control	Section 12(g)
Curable Defaults	Section 19(c)
Development Agreement	Recitals
Disapproval Notice	Section 34(z)
Easement.....	Section 33
Effective Date.....	Preamble
Event of Default.....	Section 16(a)
Exclusive Uses.....	Section 3(a)
Extension Term.....	Section 2(b)
Indemnitees	Section 9(a)
Insurance	Section 8
Landlord	Preamble
Landlord Mortgage.....	Section 34(w)
Landlord ROFO	Section 12(h)
Landlord ROFO Price	Section 12(h)
Landlord ROFO Terms	Section 12(h)
Landlord's Work.....	Section 5(a)
Lease	Preamble
Lease Year	Section 2(a)
Leasehold Mortgage	Section 19
Leasehold Mortgagee.....	Section 19
Liberty Park	Recitals
Master Development.....	Section 3(b)
Minimum Rent.....	Section 4(b)
Mortgagee Non-Curable Default.....	Section 19(e)
Non-Curable Defaults	Section 19(c)
Parent of Tenant.....	Section 12(g)
Person.....	Section 12(g)

PILOT	Section 6(c)
PILOT Documents.....	Section 6(c)
PILOT Lease	Section 6(c)
PILOT Program	Section 6(c)
Prohibited Uses	Section 3(a)
Project	Section 3(a)
Property	Recitals
Proposed Exclusive Use.....	Section 3(a)
QOZ	Section 34(x)
Rent	Section 4(a)
Rent Commencement Date	Section 4(a)
Right of First Offer	Section 35(a)
ROFO	Section 35(a)
ROFO Landlord Notice.....	Section 12(h)
ROFO Landlord Response Notice	Section 12(h)
ROFO Price.....	Section 35(a)
ROFO Property	Section 35(a)
ROFO Tenant Notice	Section 35(a)
ROFO Terms.....	Section 35(b)
Sale.....	Section 35(c)
Second Request.....	Section 34(z)
Site	Recitals
SNDA.....	Section 6(d)
Taxes	Section 6(a)
Tenant.....	Preamble
Tenant's Work.....	Recitals
Term.....	Section 2(a)
Third Party Purchaser	Section 35(a)

GROUND LEASE

by and between

CITY OF MEMPHIS,
a municipal corporation and political subdivision of the State of Tennessee,

as Landlord,

and

LIBERTY PARK HOTEL, LLC,
a Delaware limited liability company,

as Tenant

Dated as of [REDACTED], 2024

1.	Grant.	1
2.	Term.	2
3.	Use.	2
4.	Rent.	4
5.	Improvements/Mechanic's Lien.	5
6.	Real Estate Taxes and Sales Taxes.	5
7.	Common Area Maintenance Charges	9
8.	Insurance.	10
9.	Indemnity.	10
10.	Compliance with Laws and Ordinances.	11
11.	Landlord's Access to Property.	11
12.	Assignment and Subletting.	12
13.	Maintenance, Repairs, and Replacements.	14
14.	Casualty.	14
15.	Condemnation Proceedings and Dedications.	15
16.	Default/Remedies.	16
17.	Intentionally Deleted.	17
18.	Nondisturbance of Subtenants by Landlord.	17
19.	Tenant's Right to Mortgage.	17
20.	Landlord's and Tenant's Certificates.	20
21.	Intentionally Deleted.	20
22.	Parking.	21
23.	Marketing.	21
24.	Quiet Enjoyment.	21
25.	Recording of Lease.	21
26.	Inability to Perform.	21
27.	Notices.	21
28.	Intentionally Deleted.	22
29.	29. Intentionally Deleted.	22

30.	Brokers.....	22
31.	Representations and Warranties.....	22
32.	Surrender at End of Term.	24
33.	Easements	24
34.	Miscellaneous.....	25
35.	Tenant Right of First Offer.....	30

LIST OF EXHIBITS:

Exhibit A	Site Description
Exhibit B	Property Description
Exhibit C	Tenant’s Work
Exhibit D	Insurance
Exhibit E	Owner’s Affidavit
Exhibit F	Landlord’s Work
Exhibit G	Surveyor’s Certification
Exhibit H	Commencement Date Declaration
Exhibit I	Memorandum of Ground Lease
Exhibit J	Ground Lease Estoppel
Exhibit K	Exclusive Uses
Exhibit L	Prohibited Uses
Exhibit M	<i>Reserved</i>
Exhibit N	Opportunity Zone Documentation
Exhibit O	<i>Reserved</i>
Exhibit P	Definitions Index

GROUND LEASE

THIS GROUND LEASE (this “**Lease**”) is executed on the _____ day of _____, 2024 (the “**Effective Date**”), by and between the **CITY OF MEMPHIS**, a municipal corporation and political subdivision of the State of Tennessee (“**Landlord**”), and **LIBERTY PARK HOTEL, LLC**, a Delaware limited liability company (“**Tenant**”).

WITNESSETH:

WHEREAS, Landlord is the fee simple owner of approximately eighteen (18) acres of land (improved and unimproved) located at the intersection of Early Maxwell Boulevard and Central Avenue in the City of Memphis, Shelby County, Tennessee, commonly known as “**Liberty Park**”, as more particularly described on Exhibit A attached hereto and made a part hereof (the “**Site**”);

WHEREAS, subject to all the terms and conditions of this Lease, Landlord desires to lease to Tenant and Tenant desires to lease from Landlord a total of 1.25 acres of such land located on the Site, as more specifically identified and described on Exhibit B attached hereto and incorporated herein (the “**Property**”), in order that Tenant may develop the Property in accordance with that certain Development Agreement between the parties dated as of _____, 2024 (the “**Development Agreement**”); and

WHEREAS, Tenant intends to construct certain improvements on the Property, as more particularly described on Exhibit C (the “**Tenant's Work**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Grant.

(a) Landlord, for and in consideration of the rents herein reserved and of the agreements herein contained on the part of Tenant to be kept, observed and performed, does by these presents, demise and lease to Tenant, and Tenant hereby rents and leases from Landlord, the Property, together with non-exclusive rights of ingress and egress thereto; all easements, privileges, hereditaments, and appurtenances, including, without limitation, all development rights; the right of surface and subsurface support of the improvements to be constructed or erected on, above and below the Property; the right to grant and record easements, subdivisions (including air rights subdivisions), and other documents and instruments in connection with or relating to the development, construction, use, operation, enjoyment or management of the Property; and with the right in common with others to use, to the extent applicable, the Common Areas (as hereinafter defined) and to pass over and park on the drive and parking facilities of the Master Development (as hereinafter defined).

(b) In connection with the execution of this Lease, Tenant shall purchase, on its behalf and at its own expense, a Leasehold Policy of Title Insurance underwritten by a reputable national title insurance underwriter insuring Tenant's leasehold interest in and to the Property with an amount of policy equal to the appraised tax value of the Property. Landlord shall, at its own expense,

cause the preparation of and provide to Tenant once completed a customary American Land Title Association survey in compliance with the 2021 ALTA standards for the Property and which shall use the certification from surveyor as set forth on Exhibit G attached hereto. Following the installation of the utility site improvements contemplated by this Lease and the Development Agreement, Landlord shall deliver to Tenant an as-built survey that shows all utility site improvements for the Property.

2. Term.

(a) The term of this Lease (the “Term”) shall commence on the Effective Date and shall end on the last day of the thirtieth (30th) full Lease Year (as defined below). A “Lease Year” shall mean each successive period of twelve (12) consecutive full calendar months of the term of this Lease commencing on the date that Landlord delivers the Property to Tenant in Pad-Ready condition (the “Commencement Date”); provided, however, that in the event the Commencement Date does not occur on the first day of any calendar month, the first (1st) Lease Year shall commence on the Commencement Date and shall end on the last day of the twelfth (12th) full calendar month following the Commencement Date and, thereafter, each subsequent Lease Year shall consist of each successive period of twelve (12) consecutive full calendar months of the Term commencing on the day immediately following the last day of the preceding Lease Year. The parties hereby acknowledge that Landlord’s estimated date of delivery of the Property to Tenant is no later than thirty (30) days following the full execution of this Lease and the Development Agreement. The parties will execute a Declaration of the Commencement Date in the form attached hereto as Exhibit H no later than 60 days after the Commencement Date; however, failure of Landlord or Tenant to timely execute the Declaration of Commencement Date shall not create a default under this Lease.

(b) Provided there is no Event of Default (as defined hereinafter) beyond any applicable notice and cure period at the time of exercise, Tenant shall have the right to extend the Term for six (6) consecutive periods of ten (10) years each (each such extension, an “Extension Term”) by giving Landlord written notice of its intent to extend the then-current Term not later than one hundred eighty (180) days prior to the end of then-current Term. In the event Tenant elects to exercise its right to extend the Term, the terms and conditions in effect during the initial Term shall be applicable during each Extension Term. If Tenant fails to timely exercise the extension rights granted herein, Landlord shall provide Tenant and Leasehold Mortgagee (as defined hereinafter) written notice of such failure and provide Tenant and/or Leasehold Mortgagee an additional sixty (60) days to exercise any such extension options in accordance herewith; provided that, the parties acknowledge that with respect to this Section 2(b), Leasehold Mortgagee is hereby appointed as Tenant’s attorney-in-fact, with full power of substitution, to take all actions and to sign all documents and instruments which may be necessary to renew or extend the Term hereunder.

3. Use.

(a) Tenant shall use and occupy the Property exclusively for the construction and operation of a hotel with approximately one hundred fifty (150) hotel rooms including a restaurant and bar on the ground floor (the “Project”) and for such ancillary uses related to the foregoing, subject to the exclusive uses set forth on Exhibit K attached hereto (as may be amended

pursuant to the terms hereof, the “**Exclusive Uses**”; each, an “**Exclusive Use**”) imposed on certain areas of the PDO Site (as defined in the Development Agreement), including the Property, as contemplated in the Development Agreement, and the prohibited uses for the entire PDO Site set forth on Exhibit L attached hereto (the “**Prohibited Uses**”). After the Effective Date, either Landlord or Tenant may propose by written notice to the other party that an additional Exclusive Use be imposed on certain areas of the PDO Site (a “**Proposed Exclusive Use**”). For example, Tenant can propose that only the Project be permitted to have a restaurant that focuses on the sale of pizza and other portions of the PDO Site shall not have a tenant that focuses on the sale of pizza. Each Proposed Exclusive Use will be subject to the other party’s consent, not to be unreasonably withheld, conditioned or delayed. Landlord’s consent shall be subject to the Approval Process set forth in Section 34(z), and Tenant’s consent shall be subject to the same process and timeframes applicable to Landlord as set forth in Section 34(z). Each request for a Proposed Exclusive Use by a party shall be accompanied by either (A) a proposed lease between Tenant or other developers in the PDO Site (“**Component Developer**”), on the one hand, and a proposed tenant that would benefit from such Proposed Exclusive Use, on the other hand, or (B) an executed letter of intent relating to the proposed tenant that would benefit from such Proposed Exclusive Use. In the event Landlord introduces a Proposed Exclusive Use that Tenant approves, the Proposed Exclusive Use will become an Exclusive Use imposed on certain areas of the PDO Site and granted by Landlord to the applicable Component Developer. In the event Tenant introduces a Proposed Exclusive Use that Landlord approves, the Proposed Exclusive Use will become an Exclusive Use imposed on certain areas of the PDO Site and granted by Landlord to Tenant. Notwithstanding the foregoing of this Section 3(a), neither Landlord nor Tenant shall be considered unreasonable in disapproving a Proposed Exclusive Use if either party has reached (or is aware that another Component Developer has reached) an executed letter of intent or lease with a tenant engaged primarily in the business of the Proposed Exclusive Use.

(b) Tenant acknowledges that the Property is part of the Liberty Park project, which is bounded on the north by Central Avenue, the south by Southern Avenue, the west by East Parkway South, and the east by South Hollywood Street (the “**Master Development**”) that is intended to become a mixed-use commercial, retail, hospitality, and multifamily development. Tenant hereby agrees to subject its interests in this Lease to any future cross-easements, air rights leases, or vertical subdivisions that may be reasonably necessary to maximize the use and value of the Project and Master Development or facilitate the successful completion of the Master Development, and Tenant shall execute and deliver any instruments that Landlord may reasonably request to evidence such agreement, provided that Tenant shall have the right to review and approve such instruments in its reasonable discretion and such agreements shall not adversely affect the value or operations of Tenant’s operations on the Property or the construction costs of Tenant’s mixed-use commercial, retail, hospitality, and multifamily development on the Property.

(c) For the initial thirty (30) years of the Term, Landlord shall retain a right of approval for which hotel flag and brand are to occupy the Project such approval not to be withheld, conditioned or delayed. Landlord acknowledges its approval for use of any Hilton related or Marriott related flag on the Project.

(d) Notwithstanding anything herein to the contrary Tenant shall keep the Project open during normal business hours for the Project industry after the Rent Commencement Date, except for during space renovations in the ordinary course or Force Majeure, defined below.

(e) After the initial thirty (30) years of the Term of this Lease, if Tenant determines that the Exclusive Use(s) are no longer economically viable, Tenant may request that Landlord approve other alternative use(s) that are not Prohibited Uses and are consistent with the applicable zoning and quality of development at Liberty Park. Landlord shall not unreasonably withhold, condition or delay its approval of any such alternate use(s).

4. Rent.

(a) The obligation of Tenant to pay Minimum Rent (as defined hereinafter), Taxes (as defined hereinafter), and Tenant's Proportionate Share of CAM (as defined hereinafter) shall commence on the date when the Project first opens for business to the general public (i.e., when the hotel first opens to guests for overnight stays) (the "**Rent Commencement Date**"). Collectively, Minimum Rent, Taxes, and CAM shall be referred to herein as "**Rent**." Rent for each Lease Year during the Term shall be payable to Landlord on the first day of the applicable Lease Year. If the Rent Commencement Date shall fall on a day other than the first day of a Lease Year, Rent shall be apportioned pro rata on a per diem basis for the period between the Rent Commencement Date and the first day of the following Lease Year. For the avoidance of doubt, except for the payment of Rent or as otherwise expressly provided in this Lease, Tenant has no obligation to make any payment to Landlord for the lease of the Property

(b) Tenant shall pay minimum rent ("**Minimum Rent**") in the amount of Thirty-Four Thousand Nine Hundred Fifty-Eight and 31/100 Dollars (\$34,958.31) per annum for the first five (5) Lease Years after the Rent Commencement Date. Thereafter, Minimum Rent during the Term shall increase by four percent (4%) every five (5) years beginning on the fifth (5th) anniversary of the Rent Commencement Date and by 5% during any Extension Term. Tenant shall pay Landlord the Minimum Rent in equal monthly installments, in advance, commencing on the Rent Commencement Date, and on the first day of each calendar month thereafter throughout the Term of this Lease. Notwithstanding the foregoing of this Section 4(b), Tenant shall have the option, but not the obligation, to prepay the Minimum Rent in full for the entire initial Term of this Lease. If Tenant elects this prepayment option, Tenant shall pay One Million Forty-Six Thousand Eight Hundred Eighty and 02/100 Dollars (\$1,046,880.02) on the Rent Commencement Date, which Landlord and Tenant acknowledge will fully satisfy Tenant's Minimum Rent obligation for the initial Term and the six Extension Terms.

(c) The parties intend that the Rent payable under this Lease shall be net to Landlord of any and all costs and expenses relating to the Property. Accordingly, and without limiting the generality of the foregoing, Tenant shall be responsible for taxes and assessments (including, without limitation, federal, state, and local taxes of any and every kind assessed upon the business operations conducted by Tenant in connection with the operation of the Property such as taxes on the personal property of Tenant and sales taxes), insurance charges, maintenance, repairs, and all other expenses of every kind in connection with the Property. Notwithstanding the foregoing, if Tenant discovers that any mechanic's, materialman's or other monetary lien encumbers the Property

due to Landlord's Work or any Landlord contractor or subcontractor performing the Landlord's Work has not been paid in full, then after providing Landlord written notice thereof and five (5) days to cure which Landlord fails to do, Tenant shall have the right but not the obligation to make payments on behalf of Landlord to discharge the applicable lien and offset Rent, Taxes and/or CAM then due under this Lease or under the CAM Agreement.

5. Improvements/Mechanic's Lien.

(a) Tenant, at its own expense, shall complete or cause to be completed all Tenant's Work in a good and workmanlike manner, in compliance with the Development Agreement and in compliance with all applicable laws, rules, and regulations in all material respects. All plans and designs for Tenant's Work shall be subject to review and approval by Landlord's Construction Committee and the Downtown Memphis Commission's Design Review Board in the manner detailed in the Development Agreement. Tenant shall commence construction of Tenant's Work during the time period set forth in Section 3.1(f) of the Development Agreement, subject to Landlord's delivery of the Property in "Pad-Ready" condition as set forth in Exhibit F attached hereto ("**Landlord's Work**"), and Tenant's receipt of all applicable permits, licenses, consents, financing and other approvals necessary to commence Tenant's Work, from Landlord or other authorities with jurisdiction, and thereafter, Tenant shall pursue such construction to completion with diligence. Subject to any subordination, attornment and non-disturbance agreements between Landlord and Tenant's lenders, all improvements to the Property by Tenant shall be used and remain the property of Tenant during the Term and any applicable Extension Term, but shall be surrendered to and shall become the property of Landlord upon expiration or termination of this Lease. Before commencing construction of Tenant's Work and opening the Project for business, Tenant shall procure, at its own expense, and provide Landlord with, copies of all permits, licenses, consents, notices, and other approvals necessary to commence Tenant's Work or business operations, as applicable, from all public and quasi-public authorities with jurisdiction. Tenant shall procure, at its own expense, and provide Landlord with, any other permits or approvals (including, without limitation, zoning for the Project) required from Tenant under the Development Agreement. Notwithstanding the foregoing, Tenant shall not commence, or permit anyone to commence, construction on the Property until Tenant has provided to Landlord evidence of financing for the entire Project in sufficient detail and reasonably acceptable to Landlord which consent shall not be unreasonably withheld, conditioned or delayed.

(b) If any mechanic's, materialman's or other similar lien shall at any time be filed against the Property on account of any work, labor or services performed or claimed to have been performed, or on account of any materials furnished or claimed to have been furnished, for or at the direction of Tenant or anyone holding or occupying the Property acting by, through or under Tenant, Tenant shall, without cost or expenses to Landlord, with all due diligence: (i) cause the same to be discharged of record by payment, bond, order of a court of competent jurisdiction or otherwise; or (ii) cause the same to be contested, in which event any judgment or other process issued in such contest shall be paid or discharged before execution thereof; or (iii) provide Landlord with an indemnity therefor, including out-of-pocket costs and reasonable attorney's fees.

6. Real Estate Taxes and Sales Taxes.

(a) Commencing on the Rent Commencement Date, Tenant will pay, directly to the applicable governmental authority or other entity, before delinquency, (i) all applicable real estate taxes and assessments, both general and special; whether assessed on the fee or leasehold interest; (ii) all payments in lieu of real estate taxes or assessments; and (iii) all other taxes, charges, or fees that may become due and payable on the Property or Tenant's interest in the Property and improvements constructed or to be constructed thereon, including, water, water meter and sewer rents, rates and charges; excises; levies; license and permit fees; service charges with respect to police protection, fire protection, street and highway construction, maintenance and lighting, sanitation and water supply; fines, penalties and other similar or like governmental charges applicable to the foregoing and any interest or costs with respect thereto; and any and all other governmental levies, fees, rents, proffers, assessments or taxes and charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, and any interest or costs with respect thereto ("**Taxes**"), except that Taxes shall not include impact fees nor municipal, state or federal income, gross receipts, inheritance, estate, succession, profit, capital or transfer gains taxes of Landlord (if any), or any corporate franchise tax imposed upon Landlord (if any), and not directly against the Property, even though such taxes might become a lien against the Property. If any such tax or assessment may, at the option of the taxpayer, be paid in installments without interest, fees, or other charges, then Tenant may exercise the option to pay the same in installments. If Tenant shall elect to pay any such tax or assessment on an installment basis, then Tenant will pay only those installments which become due and payable during the Term of this Lease. Landlord shall timely deliver to Tenant all notices, invoices, statements, and other information pertaining to real estate taxes and assessments pertaining to the Property received by Landlord. Notwithstanding the foregoing, Landlord's failure to deliver to Tenant any notices or related information pertaining to Taxes associated with the Property shall not create any obligation of Landlord to pay such Taxes. For the sake of clarity, Tenant shall only be obligated to pay for Taxes that accrue from and after the Rent Commencement Date until the earlier of the expiration of the Term or termination of this Lease.

(b) Tenant, at its expense, shall have the right to contest or review by legal, administrative, or other proceedings the amount or validity, in whole or in part, of any such tax or assessment imposed against the Property and any improvements constructed thereon. Nothing contained herein shall imply any right on the part of Tenant to postpone such payment unless such proceedings or security given shall stay the collection thereof and the sale of Tenant's interest in the Property to satisfy the same. The proceedings referred to herein shall include, but shall not be limited to, appropriate appeals from any judgments, decrees, or orders made in any such proceedings. In the event of any reduction, cancellation or discharge of such taxes or assessments as a result of such proceedings, and if Tenant has not already paid the same, then Tenant will do so forthwith as they are finally levied, assessed, or imposed. If there shall be any refund payable by the governmental authority with respect thereto, Tenant shall be entitled to receive and retain the same. Landlord shall not be required to join in any proceedings referred to in this Section unless the provisions of any law, rule or regulation at the time in effect shall require that such proceedings be brought by or in the name of Landlord, in which event, Landlord shall join and cooperate in such proceedings or permit the same to be brought in its name; *provided that*, in connection with such cooperation, Landlord shall not be liable for the payment of any costs or expenses in connection with any such proceedings and Tenant shall reimburse Landlord for any and all costs or expenses which Landlord may reasonably sustain or incur in connection with any such proceedings, including reasonable attorneys' fees and disbursements. In the event Tenant shall institute a proceeding referred to in

this Section and no law, rule or regulation in effect at the time requires that such proceeding be brought by or in the name of Landlord, Landlord, nevertheless, shall, at Tenant's cost and subject to the reimbursement provisions hereinabove set forth, cooperate with Tenant in such proceeding. Landlord shall execute such commercially reasonable waivers, consents, authorizations, and instruments as may be necessary or appropriate from time to time to evidence or assist Tenant in pursuing its Tenant's rights pursuant to this Section. To the extent any such proceeding results in a refund, credit, or other recompense of Taxes paid by Tenant, Tenant shall be entitled to the full benefit thereof and Landlord shall assign any such refund, credit, or other recompense to Tenant or as Tenant may direct, except that Landlord shall be entitled to any refund, credit, or other recompense in connection with amounts paid by Landlord for any Taxes or as reimbursement for any amounts paid by Landlord in connection with such proceedings, if any.

(c) Landlord and Tenant acknowledge that Tenant has applied for the payment in lieu of tax ("**PILOT**" or "**PILOT Program**") incentive from the Memphis Center City Revenue Finance Corporation, a public not-for-profit corporation of the State of Tennessee (the "**CCRFC**"), with respect to the Property. Upon approval of Tenant's application for such PILOT incentive, Landlord shall convey the Property to the CCRFC and lease back, as tenant, from the CCRFC, as landlord, the Property pursuant to a Lease Agreement which shall be entered into among CCRFC, Landlord and Tenant (the "**PILOT Lease**"). Upon the request of Tenant, Landlord will further cooperate with Tenant's efforts to consummate and thereafter continue in effect the PILOT Program in order to provide Tenant the benefits of the CCRFC's approval of Tenant's PILOT Program application. All costs associated with the PILOT Program, both prior to the execution of this Lease and in the future (including the reasonable out-of-pocket attorney fees of Landlord's legal counsel in reviewing and negotiating the PILOT Lease) shall be borne by Tenant; and all benefits under the PILOT Program will inure solely to the benefit of Tenant. Due to the effect of the PILOT Lease, this Lease shall continue in full force and effect as a sublease for the term of the PILOT Lease, and as between Landlord and Tenant, the parties' rights and obligations shall continue to be governed by this Lease and any subsequent amendments hereto. This Lease shall survive and become a prime lease if the term hereof shall extend beyond the term of the PILOT Lease (by virtue of termination of the PILOT Lease for any reason or otherwise). Landlord and Tenant may enter into other related PILOT incentives documents as required by the CCRFC (together with the PILOT Lease, the "**PILOT Documents**"). Landlord agrees to cooperate with the Tenant's documentation of the PILOT (including any documentation and actions necessary during and throughout the term of the PILOT Documents); provided, however, that Landlord shall have the right to review and negotiate all PILOT Documents in its reasonable discretion; provided further, however, that Tenant shall have the right, at its expense, to have its counsel draft any of the PILOT Documents for Landlord counsel's review.

(d) In the event the PILOT transaction is completed, the following provisions shall become part of this Lease:

(i) Upon conveyance of the Property by Landlord to the CCRFC, Tenant shall, to the extent provided below, (a) assume all of the obligations of Landlord in its capacity as lessee under the terms of the PILOT Documents with respect to the Property, except (1) Landlord is responsible for all of its representations and warranties under the PILOT Lease that relate to the time period prior to Tenant's possession of the Property, and (2) Landlord shall retain any obligations under the PILOT Lease that are expressly imposed upon Landlord and that by their

nature cannot be assumed by Tenant (e.g., Landlord may not assign its rights under the PILOT Lease except to Tenant), and (b) indemnify, defend and hold Landlord harmless from and against any and all actual out-of-pocket liabilities, expenses, claims, charges or losses which may arise from the negotiation, execution and implementation of the PILOT Documents and its operation except as to Landlord's negligence or willful acts or omissions. All of the obligations of the Landlord with respect to the PILOT and the PILOT Documents, contained anywhere in this Lease or the PILOT Documents shall be binding upon Landlord, and its respective heirs, personal representatives, successors and assigns. Such assumed obligations by Tenant shall be subject to the following provisions:

- (A) the PILOT Lease obligations so assumed by Tenant shall be in the nature of Additional Rent, payable as the same become due under the PILOT Lease, and discharged by direct remittance to or performance for the benefit of the CCRFC. The obligations so assumed by the Tenant shall be payable by the Tenant even if they arise prior to the Effective Date.
- (B) Such assumed obligations shall not abate unless (and only to the extent that) an abatement is expressly provided under the terms of the PILOT Documents.
- (C) Landlord shall execute and shall work with Tenant to cause the CCRFC to execute a subordination, non-disturbance and attornment agreement that is reasonably acceptable to Landlord and Tenant (the "**SNDA**"), and a separate SNDA reasonably acceptable to Leasehold Mortgagee, Landlord and Tenant at the closing of Tenant's construction financing.

(ii) Landlord shall at all times be responsible and fully liable, to the extent permitted by law, for any and all actual out-of-pocket claims, damages, expenses, liability and demands suffered by Tenant resulting from Landlord's negligence, intentional misconduct or failure to perform any of the lessee's obligations under the PILOT Documents that are expressly imposed upon Landlord under the terms and provisions of the PILOT Lease, including, but not limited to, Landlord's obligation to execute such documents (with such reasonable assurances and indemnities from Tenant as Landlord may reasonably require), respond to notice or notify Tenant, or take such other ministerial acts as may be required under the PILOT Documents. Landlord shall take no action intended to terminate or void the PILOT Documents unless Tenant has so requested or is in default (with any applicable cure period having expired) under any material term or provision of this Lease. Notwithstanding the above, Landlord shall have no liability for the Landlord's obligations under the PILOT Documents that are specifically assumed by the Tenant under this Lease.

(iii) Tenant shall undertake full responsibility to monitor the termination date of the PILOT Documents and shall take all necessary steps to exercise, on behalf of Landlord, the option to repurchase the Property as provided in the PILOT Documents, at its termination. Tenant shall give notice to Landlord in a timely fashion to allow Landlord to take necessary steps to join with Tenant in the exercise of the option, and Tenant shall indemnify Landlord against any loss which may arise as a result of the failure of Tenant to initiate actions to exercise the purchase option included in the PILOT Documents.

(iv) Within ten (10) days after the receipt of any real property tax and/or payment in lieu of tax bills from either the Shelby County Trustee or the City of Memphis Treasurer, the Landlord shall provide a copy of such bills to the Tenant. In the event that Landlord receives notice of an assessment change or reassessment of the Property, Landlord shall promptly send notice to Tenant pursuant to the notice provisions of this Lease.

(v) In the event that (i) the PILOT incentives are not received by Tenant, (ii) Tenant receives PILOT incentives that total less than seventy-five percent (75%) of the Taxes payable for the Property during the sixteen (16) year period beginning on the Rent Commencement Date, or (iii) CCRFC, Landlord and Tenant are not able to reach final agreement on a form of PILOT Lease acceptable to Tenant, then Tenant shall have the right to terminate this Lease and the Development Agreement by providing written notice to Landlord, and thereafter Landlord and Tenant shall have no further obligations hereunder and under the Development Agreement except for those obligations that expressly survive the termination of this Lease and the Development Agreement.

(e) Tenant shall charge an additional sales tax surcharge ("**Sales Tax Surcharge**"), up to five percent (5%), on the room rental and services, and Landlord shall reimburse Tenant for all of such Sales Tax Surcharge each month no later than ninety (90) days following the end of the applicable month. Tenant has the right to audit the amount of Sales Tax surcharge collected and reimbursed by Landlord no more than once annually. If Landlord has underpaid Tenant by more than three percent (3%) of the annual Sales Tax Surcharge due to Tenant, Landlord shall promptly reimburse Tenant for the audit costs and expenses .

7. Common Area Maintenance Charges. Landlord and Tenant will work in good faith to enter into a mutually acceptable agreement (the "**CAM Agreement**") regarding Tenant's obligations with respect to the payment of the costs and expenses of operating, maintaining, and repairing the Common Areas in the Master Development (collectively, "**CAM**") no later than sixty (60) days after this Lease has been executed, which CAM Agreement may be amended and supplemented from time to time within the reasonable discretion of the Landlord with Tenant's consent as future development occurs within the Master Development which consent shall not be unreasonably withheld, conditioned or delayed. As used herein, "**Common Areas**" shall mean the portions of the Master Development, whether now or hereafter owned by Landlord or now or hereafter leased or otherwise made available by Landlord for use by tenants (and their respective subtenants, employees, agents, contractors, guests, invitees, and customers) or the general public within the Master Development, that are, have been, or will be designated and approved by Landlord for common use by or for the benefit of more than one tenant of the Master Development, including but not limited to parking lots, access and perimeter roads, truck passageways, loading platforms, landscaped areas, exterior walks, ramps, stairs, underground storm and sanitary sewers, utility lines, drinking fountains, and other public facilities, all of which are either owned solely by Landlord or which directly benefit the Master Development and for which Landlord has direct maintenance and repair obligations; but excluding all portions of the Master Development that are used or intended for the exclusive use by one tenant under the terms of its lease (but which areas may be subject to various easements in favor of other users of the Master Development). Any portion of the Master Development that may be included within the Common Areas may thereafter be excluded therefrom when designated by Landlord for a non-common use. In the event that Landlord and Tenant are not able to reach final agreement on a form of CAM Agreement

acceptable to Tenant, then Tenant shall have the right to terminate this Lease and the Development Agreement by providing written notice to Landlord, and thereafter Landlord and Tenant shall have no further obligations hereunder and under the Development Agreement except for those obligations that expressly survive the termination of this Lease and the Development Agreement.

8. Insurance. Tenant shall, at its sole cost and expense, at all times during the Term hereof maintain and/or cause to be maintained, in full force and effect, the insurance detailed below and on Exhibit D (collectively, the “**Insurance**”):

(a) “**Causes of Loss – Special Form**” property insurance covering all of Tenant’s improvements, fixtures, equipment, merchandise, and personal property from time to time in, on, or upon the Property, in an amount not less than one hundred percent (100%) of the full replacement value of such property, providing protection against perils included within the standard form of “all-risks” fire and casualty insurance policy, with extended coverage, together with insurance against sprinkler damage, vandalism, and malicious mischief;

(b) **Casualty Insurance.** Tenant shall maintain and keep in full force and effect, or shall pay for or cause its general contractors, subcontractors, subtenants, licensees, or users to maintain and keep in full force and effect, as applicable, during the Term of this Lease, such insurance as is set forth on Exhibit D. Each such policy shall name as additional insureds, mortgagees, and loss payees any party with an insurable interest as required by Tenant, Landlord, or any applicable lender (the “**Additional Insureds**”), as their interests may appear. Each such policy shall be underwritten and issued by companies authorized to do business in the State of Tennessee and shall be primary to any insurance carried by each Additional Insureds.

(c) In addition to the foregoing insurance, commencing on the date of any construction in, on, or upon the Property and ending on the date such construction is completed, “all-risk builder’s risk” and other insurance customarily obtained in connection with the construction of improvements similar to the Project.

9. Indemnity.

(a) Tenant, at all times, shall protect, indemnify, and hold harmless Landlord and its elected and appointed officials, officers, employees, agents, and representatives (collectively, “**Indemnitees**”) from and against all liabilities, obligations, claims, damages, penalties, fines, losses, and out-of-pocket costs and expenses (including, without limitation, reasonable attorneys' fees) that arise from (i) Tenant’s negligent acts or failure to act directly in connection with the Project, or the conduct of Tenant’s business in or about the Property; or (ii) any breach or default (beyond any applicable notice and cure period) in the performance of any obligation on Tenant’s part to be performed under the terms of this Lease. In connection with the foregoing, Tenant shall indemnify the Indemnitees for (1) all amounts paid in settlement of any litigation commenced or threatened against the Indemnitees, if such settlement is effected with the written consent of Tenant, such consent not to be unreasonably withheld; (2) all out-of-pocket expenses reasonably incurred in the investigation of, preparation for, or defense of any litigation, proceeding, or investigation of any nature whatsoever, commenced or threatened against the Indemnitees; (3) the full amount of any judgments, orders, penalties, fines, damages, assessments,

indemnities, or contributions against the Indemnitees; and (4) the reasonable out-of-pocket fees and expenses of attorneys, experts, and consultants, and other reasonable legal expenses.

(b) The benefits of this Section shall not inure to any person other than the Indemnitees. Nothing in this Lease shall require Tenant to indemnify the Indemnitees for any (i) claim or liability resulting from the Indemnitees' negligence or willful or wrongful acts, or (ii) any liabilities, obligations, claims, damages, penalties, fines, losses, costs, and expenses resulting from Indemnitees' personal and non-governmental use of the Property. Notwithstanding anything herein to the contrary, Landlord shall be liable for its own negligence and willful misconduct, and for any act or omission of Landlord, or anyone acting by, through or under Landlord, and shall not be entitled to any indemnity in connection with any of the foregoing.

(c) Tenant expressly understands and agrees that any insurance coverages required by this Lease or otherwise provided by Landlord shall in no way limit Tenant's responsibility to indemnify, defend, save and hold harmless Landlord or the other Indemnitees as herein required. Tenant acknowledges that Landlord has no obligation to provide legal counsel or defense to Tenant, its employees or subcontractors in the event that a suit, claim or action of any character is brought by any person not a party to this Lease against Tenant. Landlord shall have no obligation for the payment of any judgments or the settlement of any claims asserted against Tenant or its subcontractors or employees as a result of or relating to Tenant's obligations hereunder, provided such judgment or settlement is not due to an Event of Default by Landlord as contemplated in Section 16.

(d) Notwithstanding the foregoing, the indemnifications and defense obligations by Tenant under this Lease shall not cover, and Tenant shall not be liable for, any consequential damages, indirect losses, loss of value, temporary loss of business, lost profits, or lost opportunity damages at or arising from the Property suffered by Landlord and/or Landlord's Indemnitees.

(e) The indemnities in this Section 9 shall survive the expiration or any termination of this Lease.

10. Compliance with Laws and Ordinances. Tenant, at its expense, will comply in all material respects with all federal, state, county, and city laws, ordinances, and regulations of any duly constituted authority affecting the Property. Tenant, at its expense, shall have the right to contest or review by legal, administrative, or other proceedings the validity of any such law, ordinance, and regulation, or the application thereof. During such proceedings, compliance with any such law, ordinance or regulation may be deferred by Tenant. Landlord shall join in such proceedings if necessary to do so in order to prosecute such proceedings properly, but Landlord shall not be liable for any expenses in connection therewith. The proceedings referred to herein shall include, but shall not be limited to, appropriate appeals from any judgments, decrees, or orders made in any such proceedings.

11. Landlord's Access to Property. Landlord will have access to the Property, at its own cost and expense, at any and all reasonable times during the Term of this Lease for the purpose of examining and inspecting the same; provided, however, that Landlord shall first give Tenant reasonable prior notice (not less than twenty-four (24) hours) of Landlord's intent to access the

Property and use commercially reasonable efforts not to materially adversely affect Tenant's business thereon.

12. Assignment and Subletting.

(a) For the avoidance of doubt and notwithstanding anything to the contrary contained in this Lease, Tenant may sublease the entire or any portion of the retail, restaurant or bar space of the Project (but not the hotel space) without Landlord's consent provided that Tenant does not violate the Exclusive Uses and Prohibited Uses hereunder. Tenant may enter into such subleases, licenses, or use rights as Tenant deems appropriate and as are consistent with the operation of the Project.

(b) Tenant may assign this Lease or sublet the entire Property by obtaining Landlord's prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed); provided, Landlord's consent shall not be required for assignments and subletting under Sections 12(a) and 12(g). In granting or withholding such consent, (i) it shall be reasonable for Landlord to consider the creditworthiness and financial strength of any proposed assignee, together with such assignee's experience with the operation of similar hotel developments, in considering whether or not to grant its consent to an assignment of this Lease; (ii) Landlord shall not be required to consider a request for a sublease or assignment of this Lease commencing prior to the completion of Tenant's Work; and (iii) in the event of a proposed assignment, the assignee shall provide a guarantor reasonably acceptable to Landlord with adequate creditworthiness, financial strength, and assets to satisfy the assignee's obligations hereunder. Landlord shall approve or disapprove of such proposed assignment or subletting in accordance with the Approval Process set forth in Section 34(z).

(c) Except for claims which may have arisen and which remain uncured by Tenant as of the date of any such assignment, from which Tenant shall not be released, any assignment hereunder shall release or discharge Tenant from liability under this Lease or from any of its obligations under this Lease. Any assignee shall expressly assume the obligations of Tenant under this Lease under an assignment and assumption agreement reasonably acceptable to Landlord, and any sublessee shall agree in writing to comply with and be bound by all of the terms, covenants, conditions, provisions, and agreements of this Lease. Tenant shall deliver to Landlord, promptly after execution, an executed copy of an agreement by such sublessee to be bound by the terms of this Lease, which form of sublease shall be substantially identical to the proposed form previously approved by Landlord.

(d) The consent by Landlord to any assignment, subletting, pledge, encumbrance, mortgage, or use of the Property shall not constitute a waiver of Landlord's right to withhold its consent to any further assignment, subletting, pledge, encumbrance, mortgage or use of the Property.

(e) Absent the prior written consent of Landlord, this Lease and the interest therein of any assignee of Tenant herein shall not pass by operation of law or otherwise, and shall not be subject to garnishment or sale under execution in any suit or proceeding which may be brought against Tenant or any assignee of Tenant.

(f) Any purported assignment of this Lease in violation of its provisions shall be void.

(g) Notwithstanding anything to the contrary contained herein, Landlord's prior consent shall not be required with respect to any assignment, transfer or subletting of the entire Project to (x) an Affiliate of Tenant (as hereinafter defined) or a Parent of Tenant (as hereinafter defined), provided Tenant provides at least thirty (30) days' prior written notice to Landlord of such assignment or subletting, or (y) subject to Section 12(h) below, any Leasehold Mortgagee or any subsequent purchaser at a foreclosure sale or otherwise in accordance with Section 19(f) hereof. As used herein, "**Affiliate of Tenant**" means (1) an individual, firm, partnership, association, corporation, trust, limited liability company or any other entity ("**Person**") which is controlling, controlled by, or under common control with, Tenant, or another Person, as the case may be, (2) any surviving or successor entity by merger, acquisition, consolidation, or reorganization with Tenant, provided that by operation of law or by effective provisions contained in the instruments of merger, acquisition, consolidation or reorganization, the liability of Tenant under this Lease is assumed by the entity surviving such merger, acquisition, consolidation or reorganization, or (3) any transferee of all or substantially all of the assets or ownership interest in Tenant. As used herein, a "**Parent of Tenant**" shall mean any corporation, association, trust, limited liability company or partnership which Controls Tenant, or which owns more than fifty percent (50%) of the issued and outstanding voting securities or other ownership interests of Tenant. "**Control**" for purposes herein means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities or rights, by contract, or otherwise.

(h) **Landlord Right of First Offer.**

(i) In the event that any Leasehold Mortgagee desires to foreclose on its leasehold interest in the Property or accept a voluntary assignment or transfer of this Lease and the leasehold estate in lieu of foreclosure, Tenant hereby grants to Landlord a right of first offer (the "**Landlord Right of First Offer**" or "**Landlord ROFO**") with respect thereto and Tenant or Leasehold Mortgagee shall give written notice thereof to Landlord (the "**ROFO Landlord Notice**"). The ROFO Landlord Notice shall invite Landlord to submit its desired price to purchase the leasehold interest in the Property (the "**Landlord ROFO Price**"), together with the other terms and conditions of such listing, which terms and conditions shall reflect Landlord's good faith determination of market conditions and the market value of this Lease (the "**ROFO Landlord Response Notice**"). Landlord shall have the right, at Landlord's option, exercisable as hereinafter provided, to purchase Tenant's (or Leasehold Mortgagee's, if applicable) leasehold interest in the Property that is the subject of such foreclosure or transfer on the terms and conditions set forth in this Section 12(h).

(ii) If the parties agree on the Landlord ROFO Price and other business terms reflected in the ROFO Landlord Response Notice, then the Landlord ROFO Price and other terms so agreed upon shall be deemed to be a part of the terms upon which Landlord shall have the right to exercise its Landlord ROFO and Landlord and Leasehold Mortgagee shall negotiate in good faith the remaining terms and conditions of any purchase of the leasehold interest in the Property for a period of sixty (60) days, which other terms and conditions shall be consistent with customary purchase and sale agreements for ground leases of commercial property in the Memphis

area and proceed to closing of the sale of the Property. If the parties are unable to agree on the terms and conditions of the sale of the leasehold interest in the Property (the “**Landlord ROFO Terms**”) within the sixty (60) day period following Leasehold Mortgagee’s receipt of the ROFO Landlord Response Notice, then Leasehold Mortgagee shall have the right to foreclose on the Property or receive an voluntary assignment of this Lease and the leasehold estate in lieu of a foreclosure in its sole discretion and on terms that may differ from the ROFO Landlord Response Notice.

13. Maintenance, Repairs, and Replacements. Tenant shall be responsible for any and all maintenance, repair, and replacement of the Property (including the Project) during the Term. For the sake of clarity, Tenant shall only be responsible to maintain, repair and replace such areas that are exclusively used by Tenant and Tenant shall have no responsibility for the Common Areas which remain the sole obligation of Landlord.

14. Casualty.

(a) If any improvements now or hereafter constructed on the Property or any part thereof, shall be damaged or destroyed by fire or other casualty (a “**Casualty**”), Tenant shall give prompt notice thereof to Landlord (a “**Casualty Notice**”). Following delivery of the Casualty Notice, Tenant shall estimate the cost to repair and restore the improvements to good condition and to replace any damaged personal property (the “**Casualty Renovation Cost**”). If the Casualty Renovation Cost exceeds twenty-five percent (25%) of the appraised tax value of the Property, then either Landlord or Tenant, at its option, may elect to terminate this Lease by written notice to the other party within ten (10) business days after the date that the Casualty Renovation Cost is determined. If the Casualty Renovation Cost is equal to or less than twenty-five percent (25%) of the appraised tax value of the Property, but subject to (i) the Leasehold Mortgagee permitting any applicable insurance proceeds to be applied for reconstruction, (ii) the estimated restoration time being less than 365 days, and (iii) the Casualty having not occurred during the last Lease Year of the then-current Term, Tenant shall restore, repair, or rebuild such affected improvements to substantially the same condition as existing prior to the damage or destruction, unless the insurance proceeds from the insurance carried by Tenant are, or the insurance required to be carried by Tenant hereunder would have been, insufficient to perform such work. If Tenant does not restore or repair such improvements, then Tenant shall promptly raze such improvements and place the Property in a neat and orderly condition.

(b) Notwithstanding any restoration requirements in Section 14(a) above, in the event there is damage to or destruction of all or any part of the Property by Casualty, after: (i) Completion of Construction, and (ii) all amounts of Minimum Rent have been paid through the date of the Casualty (or are prepaid under Section 14(c) below) and any other Rent to be paid through the date of the Casualty has been paid; then, in lieu of restoration, Tenant shall have the option to terminate this Lease by notice to Landlord, given within one hundred eighty (180) days after the date of such Casualty. Failure by Tenant to provide notice of termination as required herein will be deemed an election to restore the Property in accordance with Section 14(a) above.

(c) Tenant’s right to terminate this Lease in the event of a Casualty shall be conditioned on the following:

(i) Tenant shall timely and in good faith institute and within ninety (90) days after a Casualty on the Property thereafter diligently prosecute all work necessary to protect and secure the occupants of the Property and the public from and against injury to persons and property;

(ii) in the event all payments of Rent required to be paid under this Lease through the date of the Casualty have not been paid, Tenant shall pay all such remaining amounts of Rent to Landlord; provided, if Tenant prepaid any amounts of Rent which cover Lease Year(s) or portions thereof after the Casualty, Tenant shall receive a refund for such prepaid amounts;

(iii) if requested by Landlord (to be given within thirty (30) days after receipt of Tenant's termination notice), Tenant shall work diligently to demolish and return the Property to Landlord free of any or all improvements thereon (as identified in Landlord's notice) at no cost or expense to Landlord; and

(iv) all remaining proceeds of insurance (after such demolition and clearing of the debris) (if any) shall be (1) first, paid to the Leasehold Mortgagee, if any, to the extent of its then outstanding loan (including all principal, interest and fees then due and owing under the Leasehold Mortgage), (2) second, paid to Tenant to repay all equity that it has invested in the Property, and (3) third, paid to Landlord.

(d) At the time of such termination of this Lease under this Section 14, Tenant shall surrender and deliver the Property to Landlord, free and clear of all of Tenant's (and its subtenant's) personal effects unrelated to the operation of the Property. Tenant, upon such termination, surrender and removal, shall except as provided in Section 14(c), be released and discharged from any and all obligations that thereafter would have otherwise accrued had this Lease not been so terminated.

15. Condemnation Proceedings and Dedications.

(a) **Complete Taking.** If the whole of the Property is taken for any public or quasi-public use under any statute or by right of eminent domain, or by private purchase in lieu thereof, then this Lease shall automatically terminate as of the date that title is taken.

(b) **Partial Taking.** In the event of a partial taking of the Property, this Lease shall automatically terminate with respect to the portion of the Property so taken as of the date that title is taken. In the event of a partial taking of the Property pursuant to which (i) more than thirty (30%) percent of the Property is so taken, (ii) parking is taken in an amount that causes the Property not to comply with applicable zoning requirements, (iii) twenty-five percent (25%) of the hotel rooms are taken, (iv) access to the Property is materially changed or visibility of the Property's signage is materially restricted, or (v) such taking shall occur during the last five (5) years of the then-current Term, then Tenant may terminate this Lease by giving written notice of such termination to Landlord within at least thirty (30) days after the date of such taking. Upon the giving of such notice of termination, the Term of this Lease shall expire and come to an end on the last day of the first full calendar month occurring after such notice shall be given, with the same force and effect as if said day had been originally fixed herein as the expiration date of the Term of this Lease. In the event Tenant does not terminate this Lease following such partial taking, for

the remainder of the Term, the Minimum Rent shall be reduced in the proportion which the portion of the Property taken bears to the total area of the Property existing prior to the taking.

(c) **Proceeds**. The parties hereby agree that the value of the Property at the time of such taking, as though it were vacant property, and subject to and taking into account Tenant's unexpired Term hereunder, shall be allocated to Landlord. The value of the improvements on the Property, and the value of the unexpired Term of this Lease, shall be allocated to Tenant, together with any other portion of the award in excess of Landlord's share specified in the preceding sentence. The provisions of this Section 15 as to the allocation of any such awards shall survive any termination of the Lease.

16. Default/Remedies.

(a) **Events of Default**. Any of the following events shall be deemed to be an "**Event of Default**":

(i) Tenant shall fail to pay any annual installment of Rent due hereunder and the continued failure to pay within thirty (30) days after receipt of written notice of such non-payment; or

(ii) Tenant shall default in any of the covenants or agreements herein contained to be kept, observed, and performed by Tenant (other than as a result of, or in connection with, a default by Landlord under the Lease) and such default shall continue for thirty (30) days after receipt of notice thereof in writing to Tenant; provided, however, that if such default is of a nature that it cannot be reasonably cured within such thirty (30) day period, then Tenant shall have such time as shall be reasonably required to cure such default.

(b) **Termination of Lease**. Subject to the terms and conditions of Section 19 below, upon the occurrence of any Event of Default which is not cured within the applicable period, Landlord may elect (i) to terminate the Lease; (ii) to re-enter and to expel, remove, and put out Tenant; or (iii) to re-enter the Property again to repossess and enjoy the same, without such reentry and repossession working as a discharge of the rents unpaid and the covenants unperformed by Tenant prior to such reentry; provided, however, in the event of Landlord's reentry and repossession of the Property, Landlord shall use reasonable efforts to mitigate Tenant's damages, as required by law, to relet the Property on such terms as Landlord shall reasonably deem appropriate; provided further, if Landlord collects rent upon any such reletting, Tenant's payment of Rent hereunder shall be reduced by the amount so collected by Landlord, and if the amount collected by Landlord is sufficient to pay the full amount of the monthly Rent due from Tenant, Tenant shall thereafter not be required to pay Rent.

(c) In addition to such right to terminate this Lease and any other remedies provided for herein, whenever any Event of Default shall have happened and be continuing, Landlord may take whatever other action at law or in equity which may appear necessary or desirable to enforce any obligation, covenant, or agreement of Tenant under this Lease.

(d) Tenant covenants and agrees to pay, and to indemnify Landlord from and against, all claims, liabilities, damages, and out-of-pocket expenses, costs, and charges, including

reasonable attorneys' fees, lawfully and reasonably incurred in obtaining possession of the Property after an Event of Default by Tenant or upon expiration or earlier termination of the Term, or in enforcing any covenant or agreement of Tenant contained in this Lease.

(e) In addition to other remedies, upon the occurrence of an Event of Default, Landlord may require the Tenant to deliver to Landlord, or otherwise effectively transfer to Landlord any and all rights of possession, ownership or control the Tenant may have in and to any and all plans, specifications, renderings, engineering data, soils, or water report and any other technical documents or material related to the design and construction of the Project completed within three (3) years of such Event of Default.

(f) Further, in the event of an Event of Default on the part of Tenant, Landlord may, in addition to other remedies herein provided, have the right to take one or more of the following actions without terminating this Lease: (i) substitute for Tenant a new operating entity to operate and manage the Project; (ii) substitute for a then-existing managing agent a new managing agent; or (iii) impose reasonable management procedures to assure the timely performance of all maintenance, repairs and replacements of the Project.

(g) If Tenant shall fail to make any payment or perform any act required under this Lease, Landlord may (at Landlord's option), after giving not less than fifteen (15) days' notice to Tenant and without waiving any default or releasing Tenant from any obligations, cure such default for the account of Tenant. Tenant shall promptly pay to Landlord the amount of such out-of-pocket charges, costs, and expenses as the Landlord shall have incurred in curing such default. If Landlord shall fail to maintain or make repairs relating to Common Areas on the Property, Tenant may (at Tenant's option), after giving not less than fifteen (15) days' notice to Landlord and without waiving any default or releasing Landlord from such obligations, cure such default for the account of Landlord, and Tenant shall be entitled to abate Rent due hereunder in the amount of Tenant's reasonable out-of-pocket charges, costs, and expenses as Tenant shall have incurred in curing such default.

(h) Tenant shall be liable for the reasonable and actual legal expenses of Landlord in connection with collection of rent or other funds owed under this Lease, where the collection, remedy, or termination, as applicable, results from an Event of Default.

(i) **Cumulative Remedies.** Subject to the limitations set forth herein, no remedy herein will be considered exclusive of any other remedy, but such remedies are cumulative and in addition to every other remedy given by this Lease to Landlord or Tenant.

17. Intentionally Deleted. Nondisturbance of Subtenants by Landlord. Landlord agrees that, in the event of the termination of this Lease resulting from any Event of Default by Tenant, Landlord will not terminate any sublease or subleases, each of which shall continue in full force and effect, or otherwise disturb the possession or leasehold rights of any subtenants so long as no default exists under their respective subleases (beyond any applicable notice and cure period).

19. Tenant's Right to Mortgage. Tenant may at any time and from time to time (and as many times as it desires) mortgage, hypothecate, or pledge this Lease and the leasehold estate created hereby and the interest of Tenant in and to this Lease, together with Tenant's right, title, and

interest in any and all subleases and in and to all rents due or to become due thereunder (herein called a “**Leasehold Mortgage**”; and the holder of any such Leasehold Mortgage, whether or not the same is recorded of record, is herein called a “**Leasehold Mortgagee**”). The interests of Landlord pursuant to this Lease shall be subordinate to any Leasehold Mortgage. Landlord and Tenant agree that so long as any such Leasehold Mortgage exists:

(a) Landlord will simultaneously mail to any Leasehold Mortgagee a copy of any notice given by Landlord to Tenant at the address given by such Leasehold Mortgagee to Landlord for the receipt of such notice. Upon receipt of a copy of a notice of default delivered to Tenant, Leasehold Mortgagee shall have the option, but not the obligation, to cure such default within an additional thirty (30) days from the date that Tenant has to cure such default (provided that such 30-day period shall be extended for the time reasonably required to complete such cure if such default cannot reasonably be cured within said 30-day period and Leasehold Mortgagee commences to cure such default within said 30-day period and thereafter diligently and continuously proceeds to cure such default). Leasehold Mortgagee shall have access to the Property, if needed, to cure any such default.

(b) Intentionally Deleted.

(c) Landlord and Tenant acknowledge that the defaults or other events described in Section 16 may be classified as (i) “**Curable Defaults**” and (ii) “**Non-Curable Defaults**.” The Curable Defaults are any monetary defaults and any defaults relating to maintenance or repairs of the Property, and the Non-Curable Defaults are all other defaults.

(d) If a Curable Default occurs and if, prior to the expiration of the applicable grace period provided for in Section 19(a), the Leasehold Mortgagee shall give to Landlord written notice that it intends to undertake a curing of all Curable Defaults and within such grace period the Leasehold Mortgagee commences upon a curing and thereafter pursues to conclusion the curing of all Curable Defaults continuously and diligently in good faith, then Landlord will not take action to effect a termination of this Lease or to re-enter or take possession of the Property as a consequence of such Curable Default. However, if (i) a Curable Default is of such a nature that the curing thereof cannot be effected by the Leasehold Mortgagee until it shall have obtained possession of the Property and (ii) prior to the effective date of a termination of this Lease by Landlord or Landlord's re-entering or taking possession of the Property pursuant to the provisions of Section 16, the Leasehold Mortgagee shall give to Landlord written notice that it intends to institute foreclosure or other legal proceedings or to exercise any of its remedies under the Leasehold Mortgage concerned in order to gain possession of Tenant's interest in the Property and within such grace period takes action to institute such remedies, then Landlord will not take any action to effect a termination of this Lease or to re-enter or take possession of the Property as a consequence of such Curable Default so long as such Leasehold Mortgagee shall continue to prosecute its remedies under the Leasehold Mortgage (except during any such time it may be stayed or otherwise legally prevented from doing so) and cure all other Curable Defaults (if any) that may occur from time to time and that are susceptible of being cured by the Leasehold Mortgagee without its obtaining possession of the Property and such Leasehold Mortgagee shall upon taking possession of the Property cure such Curable Defaults within the period required to cure the same.

(e) If a Non-Curable Default occurs and (i) the Leasehold Mortgagee shall have commenced curing all then existing Curable Defaults pursuant to the provisions of Section 19(d) above, and (ii) the Leasehold Mortgagee shall give to Landlord written notice that it intends to institute foreclosure or other legal proceedings or to exercise any of its remedies under the Leasehold Mortgage concerned in order to gain possession of Tenant's interest in the Property, then Landlord will not take any action to effect a termination of this Lease or to re-enter or take possession of the Property as a consequence of such Non-Curable Default so long as such Leasehold Mortgagee shall continue diligently to prosecute its remedies under the Leasehold Mortgage (except during any such time it may be stayed or otherwise legally prevented from doing so) and cure all Curable Defaults (if any) that may occur from time to time and that are susceptible of being cured by the Leasehold Mortgagee without its obtaining possession of Tenant's interest in the Property and such Leasehold Mortgagee shall upon taking possession of Tenant's interest in the Property, cure such Curable Defaults within the period required to cure the same. Notwithstanding anything in this Section 19(e) to the contrary, a Leasehold Mortgagee shall not be required to cure any Non-Curable Default of Tenant that is not capable of being cured by such Leasehold Mortgagee (a "**Mortgagee Non-Curable Default**"), and if Leasehold Mortgagee, assignee or transferee shall acquire the Property pursuant to a foreclosure or transfer in lieu of foreclosure, then any such Mortgagee Non-Curable Default shall no longer be deemed an Event of Default.

(f) Subject to Section 12(h), in the event a Leasehold Mortgagee or its nominee designated for that purpose acquires the leasehold estate pursuant to any proceedings for foreclosure of such Leasehold Mortgage, or by a voluntary assignment or transfer of this Lease and the leasehold estate in lieu of foreclosure or otherwise, the Leasehold Mortgagee or its nominee or assignee as aforesaid shall be deemed an assignee of all the rights of Tenant under this lease and shall be deemed approved by Landlord as "Tenant" under this Lease, with no prior consent required with respect to any such assignment or transfer. Following such acquisition of the leasehold estate or assignment or transfer of this Lease, Leasehold Mortgagee shall possess the same assignment rights as Tenant possesses under this Lease.

(g) The Leasehold Mortgagee shall be named as an additional insured, mortgagee, or loss payee, as its interests may appear, in all policies of insurance carried by Tenant pursuant to the provisions of this Lease. If so provided in any Leasehold Mortgage, the proceeds of such insurance shall be paid to and deposited with the Leasehold Mortgagee, which shall disburse such proceeds for the purpose of rebuilding, restoring, and repairing the Property (including the Project), and all proceeds shall be deemed trust funds for this purpose of rebuilding, restoring, and repairing.

(h) The parties to this Lease shall give the Leasehold Mortgagee written notice of any condemnation proceedings affecting the Property. The Leasehold Mortgagee shall have the right to intervene on behalf of the Tenant (and not the Landlord) and to be made a party to any such condemnation proceedings and the parties hereto hereby consent to the Leasehold Mortgagee's intervention. Tenant's interest in any award or damages for such taking is hereby set over, transferred, and assigned by Tenant to the Leasehold Mortgagee to the extent of the balance of any principal, interest, or other payment due or which shall thereafter accrue or become due to the Leasehold Mortgagee.

(i) If this Lease shall be rejected or disaffirmed pursuant to bankruptcy law or other law affecting creditors' rights or if this Lease is terminated for any other reason whatsoever,

Landlord will enter into a new lease for the Property with the Leasehold Mortgagee or its nominee not less than thirty (30) days after the request of the Leasehold Mortgagee for the remainder of the Term of this Lease effective as of the date of such rejection or disaffirmance or termination, upon all the terms and provisions contained in this Lease; provided that (i) the Leasehold Mortgagee makes a written request to Landlord for such new Lease within thirty (30) days after the effective date of such rejection or disaffirmance or termination, as the case may be, and such written request is accompanied by a copy of such new lease, duly executed and acknowledged by the Leasehold Mortgagee or its nominee and (ii) upon taking possession of the Property the Leasehold Mortgagee cures any outstanding Curable Defaults within the period required to cure the same and any Non-Curable Defaults that are not Mortgagee Non-Curable Defaults. Any new lease made pursuant to this Section 19(i) shall have the same priority with respect to other interests in the Property as this Lease. The provisions of this Section 19(i) shall survive the rejection or disaffirmance or termination of this Lease and shall continue in full force and effect thereafter to the same extent as if this Section 19(i) were a separate and independent contract made by Landlord and the Leasehold Mortgagee.

(j) So long as a Leasehold Mortgage is in effect (i) Landlord will not accept a voluntary surrender of this Lease and (ii) the Lease shall not be amended, modified, cancelled or terminated in a way that would materially diminish the rights of the Tenant nor increase Tenant's obligations without, in each case, the prior written consent of the Leasehold Mortgagee which consent shall not be unreasonably withheld, conditioned or delayed. Any violation of this Section 19 shall be void.

(k) The provisions of this Section 19 are for the benefit of any Leasehold Mortgagee and may be relied upon and shall be enforceable by any Leasehold Mortgagee. No Leasehold Mortgagee shall be liable upon the covenants, agreements or obligations of Tenant contained in this Lease, except as expressly provided herein. Landlord shall execute any instruments that any such Leasehold Mortgagee may reasonably request or require from Landlord, with respect to the provisions of this Section 19.

(l) Landlord agrees that contemporaneously with Tenant obtaining a loan from a Leasehold Mortgagee, Landlord shall execute an agreement with the Leasehold Mortgagee and any guarantor of Tenant's obligations to such Leasehold Mortgagee (e.g., pursuant to a completion guaranty) setting forth the rights of each of said parties.

20. Landlord's and Tenant's Certificates. Landlord and Tenant, within twenty (20) days after written request from each other, shall execute and deliver to the other party, or any Leasehold Mortgagee if so requested, without charge, a certificate certifying whether or not this Lease is in full force and effect, and whether it has been modified (or if there have been modifications, stating them), the date to which each obligation constituting Rent has been paid, and whether or not the party executing the certificate knows of any default, breach, or violation by the other party under any of the terms of this Lease, and such other matters as are customarily and reasonably requested. Landlord agrees for the benefit of any Leasehold Mortgagee from time to time, upon not less than twenty (20) days' written notice thereof from Tenant or from Leasehold Mortgagee, to deliver to such Leasehold Mortgagee (or to Tenant for the benefit of Leasehold Mortgagee) an estoppel certificate in form and substance substantially similar to the estoppel certificate attached hereto as Exhibit J.

21. Intentionally Deleted.

22. **Parking.** Tenant shall have 24-hour access to and use of a minimum number of non-dedicated parking spaces for the Project required pursuant to applicable local zoning requirements located within Liberty Park. The Project will have access to and use of over 3,000 non-dedicated parking spaces along with other Component Developers within Liberty Park. Landlord shall be responsible for the construction of such parking spaces and shall construct a surface parking lot at Landlord's expense which shall be funded in Landlord's budget for the Master Development and amortized in the Rent over the Initial Term of this Lease. Notwithstanding the foregoing, Tenant acknowledges the existence of additional development within Liberty Park and agrees to cooperate with Landlord, as needed, to develop alternative concepts to address the parking needs of the Project.

23. **Marketing.** Landlord may without Tenant's consent or payment to Tenant, design, prepare, produce, and distribute any marketing materials relating to the Master Development which may include use of Tenant's name and logo, and a description of Tenant or the Project, in such marketing materials.

24. **Quiet Enjoyment.** Landlord agrees that, so long as no Event of Default exists under the terms of this Lease, Tenant's quiet and peaceful enjoyment of the Property shall not be disturbed or interfered with by Landlord, or by any person or party acting by, through or under Landlord.

25. **Recording of Lease.** Upon the execution hereof, Landlord and Tenant shall record a memorandum of this Lease in the Office of the Register of Deeds of Shelby County, Tennessee, in substantially the form attached hereto as Exhibit I, and the cost thereof shall be paid by Tenant.

26. **Inability to Perform.** Anything in this Lease to the contrary notwithstanding, Tenant's inability to fulfill any of Tenant's agreements and undertakings under this Lease (except with respect to any monetary or financial obligations, including, without limitation, the payment of Rent and any other obligations that can reasonably be satisfied with the payment of money) shall not be considered Events of Default if Tenant is prevented or delayed from so doing by reason of strikes, labor troubles, lockouts, riots, civil commotions, acts of God, epidemics, pandemics, governmental restrictions (including government mandated closures), unavailability of services or materials, or any other cause beyond the reasonable control of Tenant.

27. **Notices.** Any notice or other communication given or made pursuant to this Master Lease shall be in writing and shall be (i) delivered personally or by courier, (ii) sent by overnight express delivery, (iii) mailed by registered or certified mail (return receipt requested), postage prepaid, or (iv) sent by email provided the notice is delivered by one of the other methods (i) through (iii) within one (1) business day, to a party at its respective address set forth below (or at such other address as shall be specified by the party by like notice given to the other party):

If to Landlord:

City of Memphis
City Attorney's Office
125 North Main, Room 336
Memphis, TN 38103
Attn: City Attorney
Email: Tannera.Gibson@memphistn.gov

With a copy to:

CC Drayton
Baker, Donelson, Bearman, Caldwell
& Berkowitz, P.C.
165 Madison Avenue, Suite 2000
Memphis, Tennessee 38103
Email : ccdrayton@bakerdonelson.com

If to Tenant:

c/o Capstone Development LLC
4445 Willard Avenue, Suite 600
Chevy Chase, Maryland 20815
Attn: Norm Jenkins and Darren Linnartz
Email: njenkins@capstonedevco.com,
dlinnartz@capstonedevco.com

With a copy to:

Arent Fox Schiff LLP
1717 K Street, NW
Washington, DC 20006
Email: kimberly.wachen@afslaw.com

All such notices and other communications shall be deemed given on the date of personal or local courier delivery, telecopy transmission, delivery to overnight courier or express delivery service, or deposit in the United States Mail, and shall be deemed to have been received (i) in the case of personal or local courier delivery, on the date of such delivery, (ii) in the case of email, upon actual receipt, (iii) in the case of delivery by overnight courier or express delivery service, on the date following dispatch, and (iv) in the case of mailing, on the date specified in the return receipt therefor.

28. Intentionally Deleted. 29. Intentionally Deleted.

30. Brokers. Each party represents and warrants to the other that it has not dealt with any broker or agent in connection with this transaction other than Shawn Massey of The Shopping Center Group, LLC, and Landlord agrees to pay such party's commission in accordance with a separate agreement. Each party agrees to defend, indemnify, and hold the other harmless from and against any claims by any other broker or agent claiming a commission or other form of compensation by virtue of having dealt with the indemnifying party with regard to this Lease.

31. Representations and Warranties.

(a) **Landlord's Representations and Warranties.** Landlord hereby represents and warrants that:

(i) Landlord (1) has all requisite right, power and authority to execute and deliver this Lease and to perform its obligations under this Lease and (2) has taken all necessary action to authorize the execution, delivery and performance of this Lease. Landlord has the authority to lease the Property to Tenant and to carry out Landlord's obligations hereunder. This Lease has been duly executed and delivered by Landlord, and constitutes the legal, valid and

binding obligation of Landlord, enforceable against it in accordance with its terms. The Person signing this Lease on behalf of Landlord is authorized to do so.

(ii) The execution, delivery and performance by Landlord of this Lease and the transactions contemplated hereby and the performance by Landlord of its obligations hereunder will not violate any of the terms, conditions or provisions of (1) any judgment, order, injunction, decree, regulation or ruling of any court or other governmental authority, or law to which Landlord is subject or (2) any agreement or contract to which Landlord is a party or to which it is subject.

(iii) No consent or authorization of, or filing with, any Person (including any governmental authority), which has not been obtained, is required in connection with the execution, delivery and performance of this Lease by Landlord.

(iv) There is no litigation, arbitration, administrative proceeding or other similar proceeding pending against Landlord which relates to the Property.

(v) There are no mechanic's, materialman's or other monetary liens encumbering the Property and Landlord has paid in full for all of Landlord's Work with respect to the Property as of the Effective Date.

(b) **Tenant's Representations and Warranties.** Tenant hereby represents and warrants that:

(i) Tenant is a limited liability company, duly formed and validly existing and in good standing under the laws of the State of Delaware and has full power and authority under the laws of the State of Tennessee to conduct the business in which it is now engaged.

(ii) Tenant has the full right, power and authority to enter in this Lease and to carry out Tenant's obligations hereunder and all requisite action necessary to authorize Tenant to enter into this Lease and to carry out its obligations hereunder have been taken. The Person signing this Lease on behalf of Tenant is authorized to do so.

(iii) The execution, delivery, and performance of this Lease by Tenant and the transactions contemplated hereby and the performance by Tenant of its obligations hereunder do not violate any of the terms, conditions or provisions of (1) Tenant's organizational documents, (2) any judgment, order, injunction, decree, regulation or ruling of any court or other governmental authority, or law to which Tenant is subject, or (3) any agreement or contract to which Tenant is a party or to which it is subject. This Lease has been duly executed and delivered by Tenant, and constitutes the legal, valid and binding obligation of Tenant, enforceable against Tenant in accordance with its terms.

(iv) No consent or authorization of, or filing with, any Person (including any governmental authority), which has not been obtained, is required in connection with the execution, delivery and performance of this Lease by Tenant.

(v) There are no actions, suits, arbitrations, governmental investigations or other proceedings pending, or to the knowledge of Tenant threatened, which might adversely affect its right to enter into or perform this Lease.

32. Surrender at End of Term.

(a) On the last day of the Term or upon any earlier termination of this Lease, or upon a re-entry by Landlord upon the Property pursuant to Section 16 hereof, Tenant shall well and truly surrender and deliver up to Landlord the Property in its as-is condition. If the Term has naturally expired, the Property shall be delivered free and clear of all lettings, occupancies, liens and encumbrances other than those, if any, existing at the date thereof, created by or consented to by Landlord or which lettings and occupancies by their express terms and conditions extend beyond the Term's expiration, and which Landlord shall have consented and agreed, in writing, may extend beyond the Term's expiration, without any payment or allowance whatsoever by Landlord; if the Lease has been terminated or a re-entry by Landlord has occurred pursuant to Section 16, then the Property shall be delivered subject to all lettings, occupancies, liens, and encumbrances and their respective terms. Tenant shall have no obligation to remove any improvements therefrom. Tenant hereby waives any notice now or hereafter required by law with respect to vacating the Property on any such termination date.

(b) On the last day of the Term or upon any earlier termination of the Lease, or upon a re-entry by Landlord upon the Property pursuant to Section 16 hereof, Tenant shall deliver to Landlord all approved subleases (with Tenant's executed counterparts) and any service and maintenance contracts, to the extent assignable, then affecting the Property which Landlord has elected to assume, true and complete maintenance records for the Property, all original licenses and permits then pertaining to the Property, permanent or temporary Certificates of Occupancy then in effect for or otherwise pertaining to the Property, and all warranties and guarantees then in effect which Tenant has received in connection with any work or services performed or improvements installed on the Property, together with a duly executed assignment thereof to Landlord, and any and all other non-confidential documents of every kind and nature whatsoever relating to the Property that are in Tenant's possession and control.

(c) Any personal property of Tenant or of any subtenant which shall remain on the Property for thirty (30) days after the termination of this Lease and after the removal of Tenant or such subtenant from the Property, may, at the option of Landlord, be deemed to have been abandoned by Tenant or such subtenant and either may be retained by Landlord as its property or be disposed of, without accountability, in such manner as Landlord may see fit. Landlord shall not be responsible for any loss or damage occurring to any such property owned by Tenant or any subtenant.

(d) The provisions of this Section 32 shall survive any termination of this Lease.

33. Easements. In connection with the initial development of the Project and to the extent necessary to provide ingress, egress, rights-of-way, parking, and utilities to and from the Property or any portion of the Project which will include egress to a public street (including, without limitation, Larry Finch Lane, Early Maxwell Boulevard, and Raymond Skinner Drive), Landlord shall enter into, and record in the applicable land records against the Property (whether

in the form of the actual agreement or a memorandum of such agreement), one or more easements, covenants, and agreements (each, an “**Easement**”) setting forth (as and when necessary), among other things, (a) easements for utilities, including sewer, water, electricity, gas, telecommunications, cable and storm water, (b) easements for access and ingress and egress, including ingress and egress to, from and across any private rights-of-way in order to provide the Property with direct or indirect access to public streets, (c) easements for parking, (d) maintenance covenants and standards including sharing the cost of maintenance and repair of the shared infrastructure facilities (e.g. roads, storm water, utilities), if any, (e) cooperation provisions regarding the ongoing and future development and construction of the Project and Master Development including the obligation to grant easements necessary for the development and construction of the Project and Master Development including temporary construction and construction staging easements, and (f) such other terms and conditions customarily found in mixed-use developments similar to the Master Development, provided however, that no such Easement shall: (i) materially affect Tenant’s use and enjoyment of the Property, or (ii) pose any economic burden on Tenant beyond the direct benefit it obtains for the Property, unless Tenant consents to such Easement which consent shall not be unreasonably withheld, conditioned, or delayed. Tenant shall be reasonable in granting or withholding its consent to any customary types of Easements described in this Section 33. If Tenant does not consent to an Easement or Landlord and Tenant are unable to resolve any dispute with respect to approval of the Easement, such dispute shall be resolved in accordance with Section 34(n) below. Notwithstanding anything to the contrary in this Lease, Tenant shall be permitted to enter into and record in the applicable land records against the Property one or more Easements for the provision of utilities without Landlord’s prior written consent.

34. Miscellaneous.

(a) **Successors and Assigns.** All agreements, terms, provisions and conditions in this Lease shall extend and inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

(b) **Headings.** The captions of this Lease are for convenience only and are not to be construed as a part of this Lease, and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

(c) **Severability.** If any term or provision of this Lease shall be to any extent held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, but each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

(d) **Governing Law.** This Lease shall be construed and enforced in accordance with the laws of the State of Tennessee.

(e) **Entire Agreement.** This Lease represents the entire agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral, including but not limited to any letters of intent.

(f) **Counterparts; Electronic Signatures.** This Lease and any notices given under this Lease may be executed in multiple counterparts each of which taken together shall constitute one and the same instrument, binding on all of the parties hereto, notwithstanding that all of the parties are not signatories to the original or the same counterpart. Facsimile or scanned signatures via .pdf format or electronic signatures via DocuSign or similar programs will be as valid as original signatures.

(g) **Relationship.** Nothing herein contained shall be deemed or constructed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship other than Landlord and Tenant.

(h) **Waiver.** Any waiver given by either party with respect to performance by the other party of any provision of this Lease shall be construed only as a waiver of the particular provision in question and only then with respect to the particular failure to comply, and such waiver shall not be construed as a waiver of any separate failure to comply or of any other provisions of this Lease.

(i) **Holdover.** In the event Tenant remains in possession of the Property after expiration of the Term, an Extended Term or earlier termination of this Lease, Tenant shall be deemed to be occupying the Property under a tenancy at will with Minimum Rent adjusted to one hundred fifty percent (150%) of the Minimum Rent in effect immediately prior to such expiration or termination of this Lease thereafter, and otherwise subject to all the conditions, provisions and obligations of this Lease; provided, however, if Landlord and Tenant are then negotiating an extension of this Lease in good faith, Tenant shall not be deemed to be occupying the Property under a tenancy at will and shall continue to pay the Minimum Rent then in effect immediately prior to such expiration or termination of this Lease.

(j) **Prevailing Party.** If either party shall engage an attorney to enforce any provisions of this Lease or to seek a declaratory judgment as to its rights hereunder, the prevailing party shall pay the reasonable out-of-pocket attorney's fees of the other party.

(k) **Construction.** Whenever herein the singular number is used, the same shall include the plural and words of any gender shall include each other gender.

(l) **Authorization.** The individuals executing this instrument on behalf of Landlord and Tenant, respectively, represent that each has been duly authorized to do so by appropriate action taken by Landlord or Tenant, as the case may be, for this Lease to be binding and enforceable.

(m) **No Merger.** Neither the leasehold interest in the Property and the fee interest of Tenant in the improvements to be constructed thereon nor the fee interest of Landlord in the Property shall in any way merge, it being the express intention of the parties that such separate interests in the Property and the improvements to be located thereon shall remain separate and shall not merge during the Term or any Extended Term of this Lease, regardless of any change in ownership or the ownership of all such interests by the same party.

(n) **Dispute Resolution.** Except as otherwise specifically provided in this Lease or as otherwise mutually agreed in writing by the parties, any dispute among two or more of the parties arising from or related to this Lease shall be resolved by judicial proceedings. The exclusive venue for such judicial proceedings will be in the courts of Shelby County, Tennessee or the federal court sitting in the Western District of Tennessee, and each party irrevocably consents to jurisdiction and venue in such courts and to service of process issued by such courts. Each party hereby agrees to waive any rights they might otherwise have to a trial by jury under any provision of any applicable law in any action or proceeding arising from or related to this Lease. This waiver is knowingly, intentionally, and voluntarily made by each party, and each party acknowledges that the other party has not made any representations of fact to induce this waiver of trial by jury or in any way to modify or nullify its effect.

(o) **Amendments.** This Lease may be amended only by an instrument in writing signed by both parties to this Lease.

(p) **Time of the Essence.** Time is of the essence as to all dates and times in this Lease.

(q) **Business Days.** Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday in the State of Tennessee, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, nor legal holiday. The last day of any period of time described herein shall be deemed to end at 5:00 p.m. CT or CST, as applicable.

(r) **Employment Status.** Tenant hereby certifies to comply with all applicable federal and state laws prohibiting the employment of individuals not legally authorized to work in the United States. Tenant shall not knowingly (i) utilize the services of illegal immigrants; or (ii) utilize the services of any subcontractor who will utilize the services of illegal immigrants in the performance of the contract. Tenant shall require its General Contractor to comply with all applicable federal and state laws prohibiting the employment of individuals not legally authorized to work in the United States and shall replace such General Contractor in the event the General Contractor violates such compliance requirement and thereby defaults under its Construction Contract.

(s) **Conflicts of Interest.** Neither party shall engage in any conduct or activity in the performance of this Lease that constitutes a conflict of interest under applicable federal, state or local laws, rules and regulations. Tenant covenants that it has no public or private interest, and shall not acquire any interest, directly or indirectly, which would conflict in any manner with the performance required under this Lease, and Tenant covenants that no gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Tenant or any agent or representative of Tenant, to any officer, official, agent or employee of Landlord, in an effort to secure the Agreement or favorable treatment with respect to any determinations concerning the performance of the Agreement. Tenant warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Landlord as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Tenant in

connection with anything contemplated or performed relative to this Lease. For breach or violation of this provision, Landlord shall have the right to recover or withhold the full amount of such gratuities. Landlord warrants that no part of the total contract amount provided herein has been paid directly or indirectly to any officer or employee of Landlord as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Tenant in connection with anything contemplated or performed relative to this Lease.

(t) **Nondiscrimination.** Tenant hereby agrees to abide by, to take affirmative action to ensure that, and to comply with Title VI and Title VII of the Civil Rights Act of 1964 and all other federal, state or local laws prohibiting discrimination, which provide in whole or in part, that no person shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Lease or in Tenant's employment practices on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, state or statutory law. Tenant shall, upon request, show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination. Landlord reserves the right to investigate any claims of illegal discrimination by Tenant and in the event a finding of discrimination is made and upon written notification thereof, Tenant shall take all necessary steps to cure and rectify such action to the reasonable satisfaction of Landlord. All of Tenant's construction agreements shall specifically contain a provision to this effect.

(u) **Tax Benefits.** To the extent permitted by law, Tenant shall have the right to all depreciation deductions, investment tax credits and other similar tax benefits attributable to any construction, demolition and restoration performed by Tenant or attributable to the ownership of the Property. Landlord, from time to time, shall execute and deliver such instruments as Tenant shall reasonably request in order to effect the provisions of this Section, and Tenant shall pay Landlord's reasonable costs and expenses thereof. Landlord makes no representations as to the availability of any such deductions, credits or tax benefits.

(v) **Equity Investment.** Landlord shall consider in good faith any modification to this Lease requested by Tenant as a condition or term of obtaining equity investment in the Property, provided that the same does not increase Landlord's obligations or diminish Landlord's rights, remedies and immunities hereunder.

(w) **Landlord Mortgage.** This Lease shall be senior at all times to the lien of any mortgage or mortgages and to the lien of any deed of trust or other method of financing or refinancing (hereinafter collectively referred to as "**Landlord Mortgage**") now or hereafter existing against all or a part of the fee Property, and to all renewals, modifications, replacements, consolidations and extensions thereof, and Landlord shall execute and deliver all documents reasonably requested by Tenant in order to confirm that any such Landlord Mortgage is fully and unconditionally subordinated to this Lease. At no time shall Landlord encumber the Property with any Landlord Mortgage without providing written notice to Leasehold Mortgagee, provided Landlord shall cause the lender of the Landlord Mortgage to execute a subordination, non-disturbance and attornment agreement that is reasonably acceptable to Tenant and Leasehold Mortgagee. To the extent permitted by law, Landlord shall indemnify Tenant for any costs or expenses incurred by Tenant arising from any Landlord Mortgage.

(x) **Opportunity Zone.** Landlord and Tenant acknowledge that the Project is located within a Qualified Opportunity Zone (the “**QOZ**”), as evidenced by Exhibit N attached hereto.

(y) **Incentives.** Certain economic incentives may be available to Tenant in relation to the Project. Landlord shall assist and reasonably cooperate with Tenant with applying for and securing such incentives.

(z) **Approvals.** Any approval required of the Landlord under this Lease shall not be unreasonably withheld, conditioned, denied or delayed. Unless otherwise noted in this Lease, the following process shall be used with respect to any approval required of the Landlord hereunder (the “**Approval Process**”): Landlord shall complete its review of each submission by Tenant and provide a written response thereto within fifteen (15) Business Days after its receipt of the same. If Landlord does not respond in writing within the fifteen (15) Business Days, Tenant may provide to Landlord a written notice (a “**Second Request**”) requesting that Landlord approve or disapprove the submission. After a Second Request, Landlord shall have an additional fifteen (15) Business Days to notify Tenant in writing of Landlord’s approval or disapproval of the applicable submission. If Landlord fails to approve the submission or disapprove any part of the same within the timeframes set forth above, such submission shall be deemed approved by Landlord. Landlord shall use good faith efforts to discuss each submission within seven (7) days of such submission to Landlord. Any Landlord notice of disapproval (“**Disapproval Notice**”) shall state in reasonable detail the basis for such disapproval. If Landlord issues a Disapproval Notice, Tenant shall revise the applicable documents to address the objections of Landlord and shall resubmit the revised documents for approval within fifteen (15) Business Days. Any approved documents may not be later disapproved by Landlord unless any disapproval and revision is mutually agreed upon by the parties. Landlord’s review of any submission that is responsive to a Disapproval Notice shall be limited to the matters disapproved by Landlord as set forth in the Disapproval Notice, but shall not be so limited with regard to any new matters shown on such submission that were not included or indicated on any prior submission. Landlord shall respond to any resubmission by Tenant following a Disapproval Notice within fifteen (15) Business Days. If Landlord does not respond in writing within the fifteen (15) Business Days, Tenant may provide to Landlord a Second Request, which shall be governed by the same procedure set forth above in this Section 34(z).

(aa) **Owner’s Affidavit.** In connection with the execution of this Lease and any construction financing obtained by Tenant, Landlord shall execute an Owner’s Affidavit reasonably acceptable to Tenant’s title company in substantially the form attached hereto as Exhibit E.

(bb) **Collaboration.** If a Leasehold Mortgagee requests modifications to this Lease or the Development Agreement as a condition of providing construction financing for the Project, Landlord and Tenant shall collaborate in good faith with the Leasehold Mortgagee to make commercially reasonable modifications hereto and thereto to allow for the closing of construction financing. Changes that will not be deemed commercially reasonable shall include but not be limited to changes (i) that diminish the rights or increase the obligations of Landlord or (ii) that change any of the delivery and operational requirements of Tenant under this Lease.

(cc) **Conflicts.** In the event of any inconsistency between the terms of this Lease, on the one hand, and the PILOT Lease, on the other hand, the terms of this Lease shall control as between Landlord and Tenant.

35. Tenant Right of First Offer.

(a) Subject to and upon the terms and conditions hereinafter set forth, Landlord hereby grants to Tenant a right of first offer (the “**Right of First Offer**” or “**ROFO**”) with respect to any proposed Sale (as defined below) of Landlord’s interest in the Property or any portion thereof (such interest subject to Sale being the “**ROFO Property**”). If at any time Landlord elects to market or desires to sell the ROFO Property or Landlord’s interest therein to third parties unaffiliated with Landlord (each, a “**Third Party Purchaser**”) then, Landlord shall give written notice thereof to Tenant. Landlord’s notice shall invite Tenant to submit its desired price to purchase the ROFO Property (the “**ROFO Price**”), together with the other terms and conditions of such listing, which terms and conditions shall reflect Tenant’s good faith determination of market conditions and the market value of the ROFO Property (the “**ROFO Tenant Notice**”). Tenant shall have the right, at Tenant’s option, exercisable as hereinafter provided, to purchase Landlord’s interest that is the subject of the proposed Sale on the terms and conditions set forth in this Section 35.

(b) If the parties agree on the ROFO Price and other business terms reflected in the ROFO Tenant Notice, then the ROFO Price and other terms so agreed upon shall be deemed to be a part of the terms upon which Tenant shall have the right to exercise its ROFO and Landlord and Tenant shall negotiate in good faith the remaining terms and conditions of any purchase of the ROFO Property for a period of thirty (30) days, which other terms and conditions shall be consistent with customary purchase and sale agreements for commercial property in the Memphis area and proceed to closing of the Sale. If the parties are unable to agree on the terms and conditions of the Sale of the ROFO Property (the “**ROFO Terms**”) within the thirty (30) day period following Landlord’s receipt of the ROFO Tenant Notice, then Landlord shall have the right to sell the ROFO Property to a Third Party Purchaser in its sole discretion and on terms that may differ from the ROFO Tenant Notice.

(c) As used herein, the term “**Sale**” shall mean any sale, assignment, exchange, transfer or other disposition of, or the entering into of any loan for the sole purpose of defeating the Right of First Offer as to, either of the following: (a) all or any portion of the Property, or (b) all or any portion of the ownership interests in Landlord; provided however, that the term “Sale” shall not include: (i) any sale, assignment, exchange, transfer or other disposition of all or any portion of the Property to a Third Party Purchaser in a condemnation proceeding or pursuant to a conveyance in lieu of condemnation; (ii) the grant or conveyance from time to time of easements, rights-of-way, and comparable interests to utilities and governmental entities; (iii) except as provided above in this sentence, any conveyance resulting from the financing or refinancing of Landlord’s fee interest in the Property or the foreclosure of a mortgage encumbering Landlord’s fee interest in the Property, or any deed given in lieu of such foreclosure; or (iv) any sale, assignment, exchange, transfer or other disposition to a governmental authority.

[SIGNATURES FOLLOW ON SEPARATE PAGES]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Lease as of the Effective Date with actual execution on the dates set forth in the respective acknowledgments below.

LANDLORD:

CITY OF MEMPHIS,
a municipal corporation

By: _____
Name: Paul A. Young
Title: Mayor

Approved as to Form:

Tannera Gibson,
Chief Legal Officer/ City Attorney

Attest:

Comptroller

STATE OF TENNESSEE)

COUNTY OF SHELBY)

Personally appeared before me, the undersigned, a Notary Public for the state and county aforesaid, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is the _____ of the City of Memphis, a municipal corporation and political subdivision of the State of Tennessee, and is authorized to execute this instrument on behalf of such corporation.

WITNESS my hand and seal at office this _____ day of _____, 2024.

Notary Public

My Commission Expires:

TENANT:

LIBERTY PARK HOTEL, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

Personally appeared before me, the undersigned, a Notary Public for the state and county aforesaid, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is the _____ of _____, a _____ company, and is authorized to execute this instrument on behalf of such company.

WITNESS my hand and seal at office this ____ day of _____, 2024.

Notary Public

My Commission Expires:

EXHIBIT A

Site Description

Being all of Area "A" of the 'Memphis Fairgrounds Planned Development' as recorded in Plat Book 288, Page 21 all at the Shelby County Register's office, City of Memphis, Shelby County, State of Tennessee being more particularly described by metes and bounds as follows:

Commencing at the intersection of the west right of way line of South Hollywood Street (80'ROW) with the south right of way line of Central Avenue (80'ROW) being the northeast corner of Area "C" of the 'Memphis Fairgrounds Planned Development' as recorded in Plat Book 288, Page 21 all at the Shelby County Register's office, City of Memphis, Shelby County, State of Tennessee; thence with a portion of said south right of way line, North 86°02'12" West a distance of 490.76' to the TRUE POINT OF BEGINNING; thence departing from said south right of way line, South 03°13'07" West a distance of 885.13' to a point of curvature; thence in a southwesterly direction along the arc of a curve to the right having a radius of 39.50' (Long Chord = S29°41'17"W, 35.21') an arc length of 36.50' to a point; thence in a non-tangent direction, North 86°43'54" West a distance of 798.20' to a point of non-tangent curvature; thence in a northwesterly direction along the arc of a curve to the right having a radius of 24.50' (Long Chord = N17°55'27"W, 17.67') an arc length of 18.08' to a point; thence North 03°13'07" East a distance of 828.15' to a point; thence North 11°14'44" East a distance of 60.59' to a point; thence North 03°57'14" East a distance of 14.60' to a point of curvature; thence in a northeasterly direction along the arc of a curve to the right having a radius of 19.50' (Long Chord = N14°36'35"E, 7.41') an arc length of 7.45' to a point on said south right of way line of Central Avenue; thence with a portion of said south right of way line, South 86°02'12" East a distance of 810.23' to said TRUE POINT OF BEGINNING.

Said described Area "A" containing 755,369 square feet or 17.34 acres, more or less.

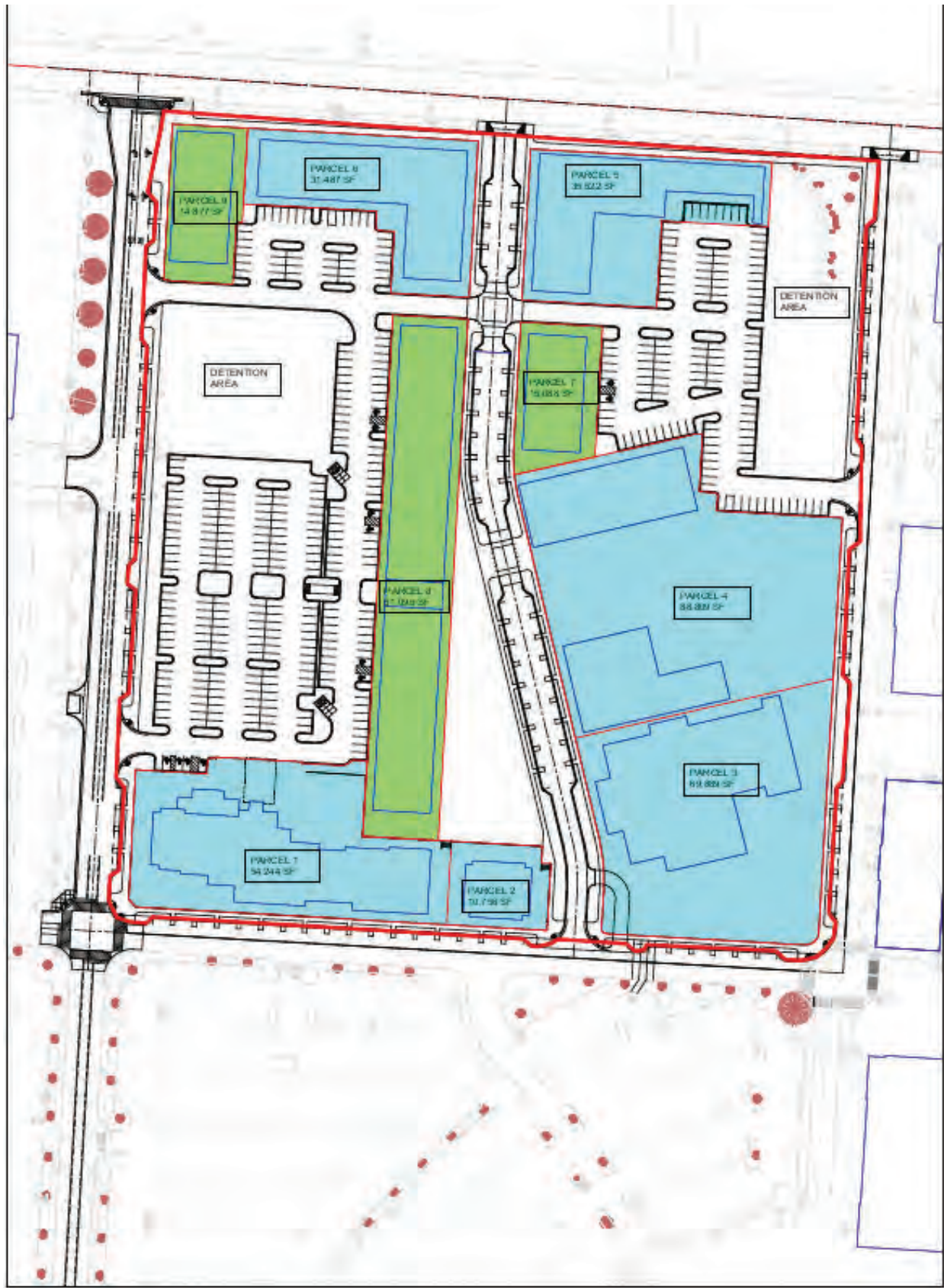


EXHIBIT B

Property Description

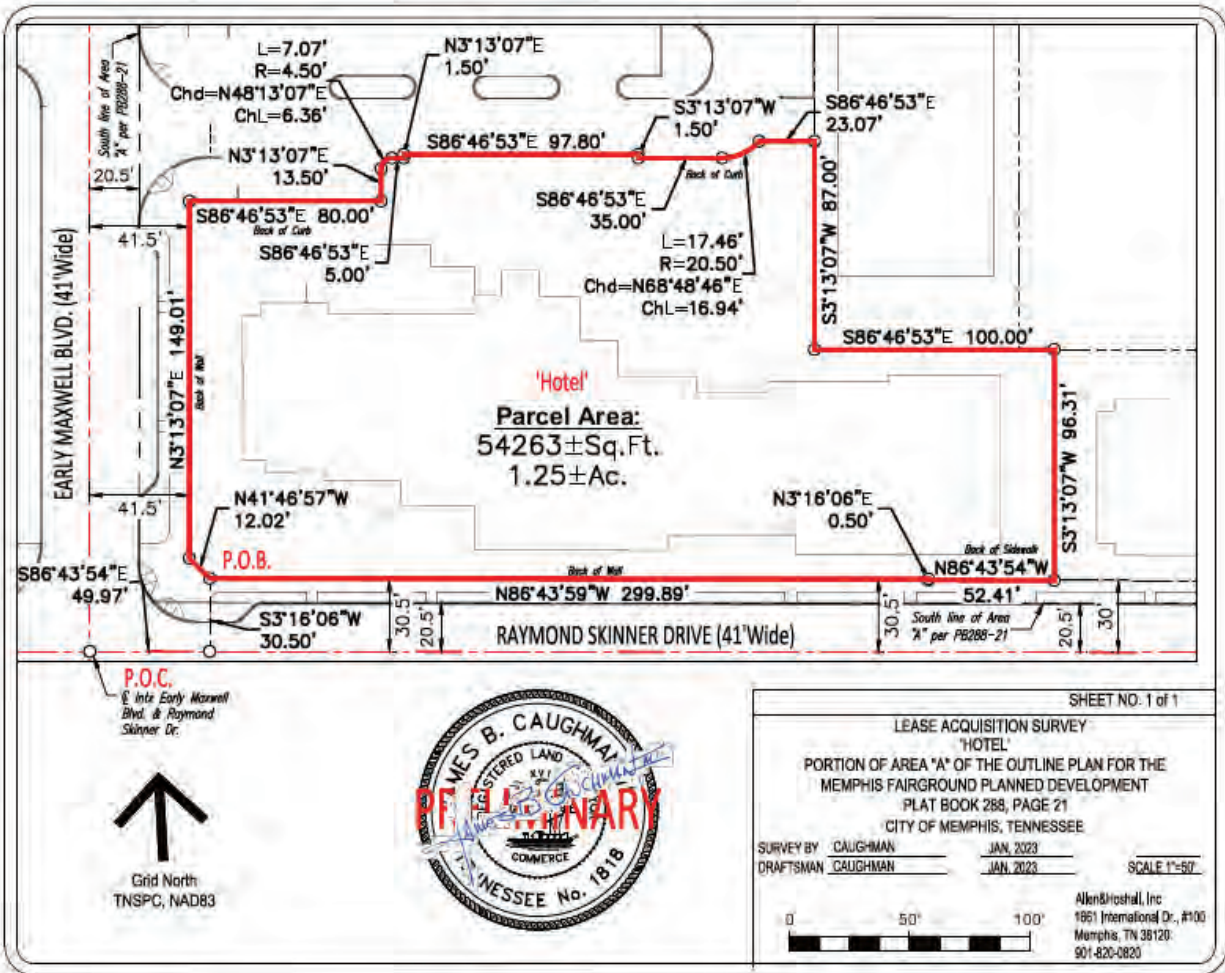
Address Reference: Intersection Of Early Maxwell, Boulevard And Raymond Skinner, 2489 Central Ave, Memphis, TN

BEING PROPERTY CONTAINED ENTIRELY WITHIN A PORTION OF AREA "A" OF THE OUTLINE PLAN FOR THE MEMPHIS FAIRGROUND PLANNED DEVELOPMENT AS RECORDED IN PLAT BOOK 288, PAGE 21 AT THE SHELBY COUNTY REGISTER'S OFFICE, CITY OF MEMPHIS, SHELBY COUNTY, STATE OF TENNESSEE; SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF EARLY MAXWELL BOULEVARD (41' WIDE, PRIVATE) AND RAYMOND SKINNER DRIVE (41' WIDE, PRIVATE); THENCE WITH A PORTION OF THE CENTERLINE OF SAID RAYMOND SKINNER DRIVE, SOUTH $86^{\circ}43'54''$ EAST A DISTANCE OF 49.97' TO A POINT; THENCE DEPARTING FROM AND PERPENDICULAR TO SAID CENTERLINE, NORTH $03^{\circ}16'01''$ EAST PASSING THROUGH THE SOUTH LINE OF AREA "A" OF THE OUTLINE PLAN FOR THE MEMPHIS FAIRGROUND PLANNED DEVELOPMENT AS RECORDED IN PLAT BOOK 288, PAGE 21 AT THE SHELBY COUNTY REGISTER'S OFFICE, CITY OF MEMPHIS, SHELBY COUNTY, STATE OF TENNESSEE AT 20.50' BUT CONTINUING FOR A TOTAL DISTANCE OF 30.50' TO AN ANGLE POINT IN THE BACK OF A WALL BEING THE TRUE POINT OF BEGINNING; THENCE WITH SAID BACK OF WALL, NORTH $41^{\circ}46'57''$ WEST A DISTANCE OF 12.01' TO AN ANGLE POINT IN SAID WALL BEING 41.50' EAST OF THE CENTERLINE OF SAID EARLY MAXWELL BOULEVARD AND 21.00' EAST OF THE WEST LINE OF SAID AREA "A"; THENCE WITH SAID BACK OF WALL AND IT'S NORTHERLY PROLONGATION BEING 41.50' EAST OF AND PARALLEL WITH SAID CENTERLINE, NORTH $03^{\circ}13'07''$ EAST A DISTANCE OF 149.01' TO THE INTERSECTION WITH A BACK OF CURB LINE; THENCE WITH SAID BACK OF CURB, SOUTH $86^{\circ}46'53''$ EAST A DISTANCE OF 80.00' TO A POINT; THENCE CONTINUING WITH SAID BACK OF CURB BEING 121.50' EAST OF AND PARALLEL WITH SAID CENTERLINE, NORTH $03^{\circ}13'07''$ EAST A DISTANCE OF 13.50' TO A POINT OF CURVATURE; THENCE CONTINUING WITH SAID BACK OF CURB IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 4.50' (LONG CHORD = $N48^{\circ}13'07''E$, 6.36') AN ARC LENGTH OF 7.07' TO A POINT; THENCE CONTINUING WITH SAID BACK OF CURB, SOUTH $86^{\circ}46'53''$ EAST A DISTANCE OF 5.00' TO A POINT; THENCE DEPARTING FROM SAID BACK OF CURB WITH A LINE BEING 131.00' EAST OF AND PARALLEL WITH SAID CENTERLINE, NORTH $03^{\circ}13'07''$ EAST A DISTANCE OF 1.50' TO A POINT; THENCE SOUTH $86^{\circ}46'53''$ EAST A DISTANCE OF 97.80' TO A POINT; THENCE WITH A LINE BEING 228.80' EAST OF AND PARALLEL WITH SAID CENTERLINE, SOUTH $03^{\circ}13'07''$ WEST A DISTANCE OF 1.50' TO A POINT ON THE BACK OF A CURB; THENCE WITH SAID BACK OF CURB, SOUTH $86^{\circ}46'53''$ EAST A DISTANCE OF 35.00' TO A POINT OF CURVATURE; THENCE CONTINUING WITH SAID BACK OF CURB IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 20.50' (LONG CHORD = $N68^{\circ}48'46''E$, 16.94') AN ARC LENGTH OF 17.46' TO A POINT; THENCE DEPARTING FROM SAID BACK OF CURB IN A NON-TANGENT DIRECTION, SOUTH $86^{\circ}46'53''$ EAST A DISTANCE OF 23.07' TO A POINT; THENCE WITH A LINE BEING 302.30' EAST OF AND PARALLEL WITH SAID CENTERLINE, SOUTH $03^{\circ}13'07''$ WEST A DISTANCE OF 87.00' TO A POINT; THENCE SOUTH $86^{\circ}46'53''$ EAST A DISTANCE OF 100.00' TO A POINT; WITH A LINE BEING 402.30' EAST OF AND PARALLEL WITH SAID CENTERLINE, SOUTH $03^{\circ}13'07''$ WEST A DISTANCE OF 96.31' TO THE INTERSECTION WITH THE BACK OF A SIDEWALK BEING 9.50' NORTH OF SAID SOUTH LINE OF SAID AREA "A" AND 30.00' NORTH OF THE CENTERLINE OF SAID RAYMOND SKINNER DRIVE; THENCE WITH SAID BACK OF SIDEWALK BEING

30.00' NORTH OF AND PARALLEL WITH SAID CENTERLINE, NORTH 86°43'54" WEST A DISTANCE OF 52.41' TO THE FRONT CORNER OF A WALL; THENCE WITH SAID WALL AND PERPENDICULAR TO SAID CENTERLINE, NORTH 03°16'06" EAST A DISTANCE OF 0.50' TO THE BACK CORNER OF SAID WALL; THENCE WITH SAID BACK OF WALL BEING 30.50' NORTH OF AND PARALLEL WITH SAID CENTERLINE, NORTH 86°43'54" WEST A DISTANCE OF 299.90' TO SAID TRUE POINT OF BEGINNING.

BEING PART OF THE SAME PROPERTY CONVEYED TO THE CITY OF MEMPHIS, A MUNICIPAL CORPORATION, BY DEEDS OF RECORD IN BOOK 565, PAGE 162 AND BOOK 886, PAGE 245, IN THE REGISTER'S OFFICE OF SHELBY COUNTY, TENNESSEE.



SHEET NO. 1 of 1

LEASE ACQUISITION SURVEY
 "HOTEL"
 PORTION OF AREA "A" OF THE OUTLINE PLAN FOR THE
 MEMPHIS FAIRGROUND PLANNED DEVELOPMENT
 PLAT BOOK 288, PAGE 21
 CITY OF MEMPHIS, TENNESSEE

SURVEY BY CAUGHMAN JAN. 2023
 DRAFTSMAN CAUGHMAN JAN. 2023 SCALE 1"=50'
 0 50' 100'
 Allen@hesshall, Inc
 1861 International Dr., #100
 Memphis, TN 38120
 901-820-0820

EXHIBIT C

Tenant's Work

Tenant shall develop and construct a hotel which shall include the following:

1. at least 150 guest rooms
2. a full service restaurant
3. dedicated space for retail operations
4. a rooftop bar

The hotel will be operated for a minimum of thirty (30) years under a franchise agreement from Hilton, Hyatt, or Marriott (collectively, the "**Approved Franchisors**"). The hotel will be at a minimum one Upper Midscale (as defined by STR/CoStar) long-term stay brand or limited-service brand owned by an Approved Franchisor to be determined by Developer in its reasonable discretion.

EXHIBIT D

Insurance

Tenant shall not commence any work under this contract until it has obtained and caused its subcontractors to procure and keep in force all insurance required. Tenant shall require all subcontractors to carry insurance, as outlined below, in case they are not protected by the policies carried by Tenant. Tenant is required to provide copies of the insurance policies upon request. Tenant shall furnish to City's Designated Representative, on behalf of the Division to which services or materials are being provided under this Ground Lease, a Certificate of Insurance and/or policies attested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in effect. All insurance companies must be acceptable to the City of Memphis and licensed in the state of Tennessee with a Best Insurance Rating of A and Class VII or better and authorized to do business in the state where the work is performed.

If any of the Insurance Requirements are non-renewed at the expiration dates, at the option of the City, the City may pay the renewal premiums and require reimbursement of such payment from Tenant.

Each certificate or policy shall require and state in writing the following clauses:

Company shall provide notice to the City within three (3) business days following receipt of any notice of cancellation or material change in Company's insurance policy from Company's insurer. Such notice shall be provided to City by registered mail, to the following addresses:

City of Memphis
Attn: Risk Management
170 N. Main St., 5th Floor
Memphis, TN 38103

City of Memphis
Attn: Purchasing Agent
125 North Main, Room 354
Memphis, TN 38103

The Certificate of Insurance shall state the following: "The City of Memphis, its officials, agents, employees and representatives shall be named as additional insured on all liability policies." The additional insured endorsements shall be attached to the Certificate of Insurance and the Certificate of Insurance shall also state: "The additional insured endorsement is attached to the Certificate of Insurance."

WORKERS COMPENSATION:

The Company shall maintain in force Workers' Compensation coverage in accordance with the Statutory Requirements and Minimum Limits of the State of Tennessee and shall require all subcontractors to do likewise.

Employer's Liability \$100,000 Each Accident

\$500,000 Disease-Policy Limit
\$100,000 Disease-Each Employee

AUTOMOBILE LIABILITY:

Covering owned, non-owned, and hired vehicles with Minimum Limits of:

\$1,000,000 Each Occurrence – Combined Single Limits

COMMERCIAL GENERAL LIABILITY WITH CITY AS ADDITIONAL INSURED:

Commercial General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor's Liability, and Broad Form Property Damage Liability Coverage with Minimum Limits of (satisfied by a combination of both primary and umbrella liability limits):

\$5,000,000	General Aggregate
\$2,000,000	Products-Completed Operations
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence (Bodily Injury & Property Damage)
\$ 50,000	Fire Damage any One Fire
\$ 5,000	Medical Expense any One Person

UMBRELLA /EXCESS LIABILITY with Minimum Limits of:

\$2,000,000 Each Occurrence / \$2,000,000 Aggregate

PROPERTY INSURANCE:

Tenant shall be responsible for maintaining any and all property insurance on their own equipment and shall require all subcontractors to do likewise. Tenant shall require all sub-contractors to carry insurance, as outlined above, in case they are not protected by the policies carried by the Company.

The Company is required to provide copies of the insurance policies upon request.

BUSINESS INCOME

MECHANICAL / EQUIPMENT BREAKDOWN (if boilers on premises)

EXHIBIT E

Owner's Affidavit

**CORPORATE
OWNER'S AFFIDAVIT**

STATE OF)
)
COUNTY OF) SS.

THE UNDERSIGNED, BEING DULY SWORN ACCORDING TO LAW, DEPOSES AND SAYS:

1. THE UNDERSIGNED IS AN OFFICER OF _____, WHICH IS THE OWNER ("THE OWNER") OF ALL THAT CERTAIN PROPERTY DESCRIBED IN FIRST AMERICAN TITLE INSURANCE COMPANY'S COMMITMENT FOR TITLE INSURANCE NO. NCS-_____-CHI2 ("THE PROPERTY").
2. THAT THE UNDERSIGNED OFFICER IS AUTHORIZED TO EXECUTE THIS AFFIDAVIT, HAVE THE ABILITY TO EXECUTE ALL INSTRUMENTS NECESSARY TO MORTGAGE OR CONVEY THE PROPERTY PURSUANT TO AUTHORITY UNDER THE CORPORATE BY-LAWS.
3. THAT THE OWNER WAS PROPERLY CREATED AND IS IN GOOD STANDING IN ITS STATE OF INCORPORATION AND IS PROPERLY AUTHORIZED TO DO BUSINESS IN THE STATE WHERE THE PROPERTY IS LOCATED.
4. A COMPLETE LIST OF ALL PARTIES IN POSSESSION ("TENANTS") OF ANY PORTION OF THE PROPERTY IS ATTACHED HERETO AND MADE A PART HEREOF. THERE ARE NO OTHER TENANCIES, LEASES, PARTIES IN POSSESSION OR OTHER OCCUPANCIES OF THE PROPERTY, AND THAT ALL TENANTS ARE AS TENANTS ONLY, WITH NO RIGHT OF FIRST REFUSAL OR OPTIONS TO PURCHASES.
5. THAT ALL MANAGEMENT FEES AND SITE AND/OR ASSESSMENT FEES, ARE FULLY PAID.
6. THAT THERE ARE NO UNRECORDED DOCUMENTS AFFECTING TITLE TO THE PROPERTY, AND THAT OWNER HAS NOT CONVEYED OR ENCUMBERED THE LAND IN ANY WAY SINCE THE EFFECTIVE DATE OF THE AFORENOTED COMMITMENT TO THE TIME OF CLOSING.
7. OWNER HAS NOT RECEIVED ANY WRITTEN NOTICE OF ANY VIOLATION OF ANY COVENANTS, CONDITIONS OR RESTRICTIONS, IF ANY, AFFECTING THE PROPERTY.
8. OWNER HAS HAD NO NOTICE OF ANY TAXES AND/OR SPECIAL ASSESSMENTS AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN ON THE COMMITMENT AND ALL REAL ESTATE TAXES PAYABLE ARE PAID IN FULL; FURTHER, THERE ARE NO UNPAID CHARGES FOR TAXES, WATER AND/OR SEWER SERVICES OR UNPAID SPECIAL ASSESSMENTS FOR ITEMS SUCH AS IMPROVEMENTS FOR SIDEWALKS, CURBS, GUTTERS, SEWERS, ETC., NOT SHOWN AS EXISTING LIENS IN THE PUBLIC RECORDS.
9. THERE ARE NO UNPAID BILLS OR CLAIMS FOR LABOR OR SERVICES PERFORMED OR MATERIALS FURNISHED OR DELIVERED DURING THE LAST 6 MONTHS FOR ALTERATIONS, REPAIR, WORK, OR NEW CONSTRUCTION ON THE PROPERTY, INCLUDING BUT NOT LIMITED TO TENANT WORK, WHICH WILL NOT BE PAID IN THE DUE COUSE OF BUSINESS EXCEPT FOR:
-
10. OWNER KNOWS OF NO CONTRACT FOR THE MAKING OF REPAIRS OR IMPROVEMENTS ON THE PROPERTY EXCEPT AS FOLLOWS:
-
11. NO PROCEEDING IN BANKRUPTCY HAS EVER BEEN INSTITUTED BY OR AGAINST THE OWNER, NOR HAS THE OWNER MADE ANY ASSIGNMENT FOR THE BENEFIT OF CREDITORS.
12. THIS AFFIDAVIT IS MADE FOR THE PURPOSE OF INDUCING FIRST AMERICAN TITLE INSURANCE COMPANY TO ISSUE A TITLE INSURANCE POLICY OR OTHER TITLE EVIDENCE, AND IS ACTING AS ESCROWEE OR CLOSING AGENT, THEN TO DISBURSE ANY FUNDS HELD AS ESCROWEE OR CLOSING AGENT. FURTHER, THE OWNER INDEMNIFIES FIRST AMERICAN TITLE INSURANCE COMPANY AS TO DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY CREATED, FIRST APPEARING ON THE PUBLIC RECORD OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE OF THE ABOVE-REFERENCED COMMITMENT BUT PRIOR TO THE EFFECTIVE DATE OF SUCH TITLE INSURANCE POLICY OR POLICIES OR OTHER TITLE EVIDENCE.

BY: _____

NAME: _____, NOT PERSONALLY BUY SOLELY AS

_____ OF _____

SUBSCRIBED AND SWORN TO BEFORE

ME THIS _____ DAY OF _____, 20__

_____(NOTARY PUBLIC)

EXHIBIT F

Landlord's Work

Please see Exhibit "C" (Infrastructure and Construction Responsibility) of the Development Agreement.

EXHIBIT G

Surveyor's Certification

The survey shall contain a certificate substantially as follows:

“To: City of Memphis, a municipal corporation; Liberty Park Hotel, LLC, a Delaware limited liability company, its successors and assigns; (Name of Leasehold Mortgagee), its successors and assigns; and First American Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10, 11(a), 11(b), 13, 14, 16, 17, 18 and 19 of Table A thereof. The field work was completed on _____.

Date of Plat or Map: _____ (Surveyor's signature, printed name and seal with Registration/License Number)”

EXHIBIT H

Commencement Date Declaration

This DECLARATION OF COMMENCEMENT DATE (this “**Declaration**”) is made as of _____, 202__, by the CITY OF MEMPHIS, a municipal corporation and political subdivision of the State of Tennessee (“**Landlord**”), and LIBERTY PARK HOTEL, LLC, a Delaware limited liability company (“**Tenant**”), who agree as follows:

1. Landlord and Tenant entered into that certain Ground Lease dated as of _____, 2024 (the “**Lease**”), in which Landlord leased to Tenant, and Tenant leased from Landlord, certain Property located within the Liberty Park Master Development. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Lease.

2. Pursuant to the Lease, Landlord and Tenant agreed to and do hereby confirm the following matters:

a. The Commencement Date is _____, 202__.

b. The Rent Commencement Date is _____, 202__.

c. The expiration date of the initial Term is _____, 20____, unless sooner terminated pursuant to the terms of the Lease.

d. If Tenant elects to extend the Term for one or more Extension Terms, the Extension Terms begin and expire as follows:

i. First (1st) Extension Term:
_____, 2____, to _____, 2____

ii. Second (2nd) Extension Term:
_____, 2____, to _____, 2____

iii. Third (3rd) Extension Term:
_____, 2____, to _____, 2____

iv. Fourth (4th) Extension Term:
_____, 2____, to _____, 2____

v. Fifth (5th) Extension Term:
_____, 2____, to _____, 2____

vi. Sixth (6th) Extension Term:
_____, 2____, to _____, 2____

e. The number of rentable square feet of the Project is _____.

f. Tenant's Proportionate Share with respect to CAM expenses is \$_____ per gross square foot.

g. The Lease is in full force and effect and has not been modified, altered, or amended, except as follows: _____.

3. The provisions of this Declaration shall inure to the benefit of, or bind, as the case may require, the parties and their respective successors and assigns, and to all Leasehold Mortgagees of the Property, subject to the restrictions on assignment and subleasing contained in the Lease, and are hereby attached to and made a part of the Lease.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Declaration as of the date set forth above.

LANDLORD:

CITY OF MEMPHIS,
a municipal corporation

By: _____
Name: _____
Title: _____

TENANT:

LIBERTY PARK HOTEL, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT I

Memorandum of Ground Lease

AFTER RECORDATION,
PLEASE RETURN TO:

ArentFox Schiff LLP
1717 K Street, NW
Washington, DC 20036
Attention: Kimberly A. Wachen, Esq.

MEMORANDUM OF GROUND LEASE

THIS MEMORANDUM OF GROUND LEASE (this “**Memorandum**”) is made this ____ day of _____, 2024, by and between the **CITY OF MEMPHIS**, a municipal corporation and political subdivision of the State of Tennessee (“**Landlord**”), with a primary address of 125 North Main, Room 336, Memphis, TN 38103, and **LIBERTY PARK HOTEL, LLC**, a Delaware limited liability company (“**Tenant**”), with a current address of 4445 Willard Avenue, Suite 600, Chevy Chase, MD 20815.

WHEREAS, Landlord, as landlord, and Tenant, as tenant, entered into that certain Ground Lease dated as of _____, 2024 (the “**Lease**”), which Lease provides for, among other things, the leasing by Landlord to Tenant of certain real property and improvements located thereon located at _____ in the City of Memphis and described on **Exhibit A** attached hereto and made a part hereof (the “**Leased Premises**”); and

WHEREAS, Landlord and Tenant desire to enter into this Memorandum, which is to be recorded in the Office of the Register of Deeds of Shelby County, Tennessee, so that third parties may have notice of the existence of the Lease and of Tenant’s leasehold interest in the Leased Premises.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Landlord and Tenant do hereby agree as follows:

1. The Recitals set forth above are incorporated by this reference as if fully set forth in this Memorandum. Capitalized terms used but not defined herein shall have the meanings given them in the Lease.
2. This Memorandum is for the sole purpose of giving notice of the Lease, which Lease speaks for itself with respect to the parties’ respective rights and obligations thereunder. This Memorandum is not intended to create or modify any rights or obligations on the part of Landlord or Tenant with respect to the Lease.

3. The initial term of the Lease expires thirty (30) years after the Commencement Date. Tenant has six (6) extension options of ten (10) years each.
4. Tenant has a right of first offer to purchase the Leased Premises.
5. Landlord has the right of first offer if Tenant's lender wants to sell its leasehold interest in the Ground Lease in a foreclosure sale or after receiving a voluntary assignment of the Lease and the leasehold estate in lieu of a foreclosure.
6. No other hotels, motels or similar lodging facilities may be developed on the PDO Site described on **Exhibit B** attached hereto until the earlier to occur of (x) Hotel Stabilization, or (y) five years after the Hotel Opening Date. "Hotel Stabilization" means an eighty percent (80%) average occupancy of paying hotel guests over a 12-month period for the hotel operating on the Leased Premises. "Hotel Opening Date" is the date that the hotel operating on the Leased Premises is open to the general public as paying hotel guests.
7. This Memorandum shall be recorded in the Office of the Register of Deeds of Shelby County, Tennessee, with consent of Landlord and Tenant.
8. This Memorandum may be executed in multiple counterparts, all of which shall together constitute a single instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Memorandum of Ground Lease as of the date first above written.

LANDLORD:

CITY OF MEMPHIS,
a municipal corporation

By: _____
Name: _____
Title: _____

Approved as to Form:

_____, Chief Legal Officer/
City Attorney

Attest:

Comptroller

STATE OF TENNESSEE)

COUNTY OF SHELBY)

Personally appeared before me, the undersigned, a Notary Public for the state and county aforesaid, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is the _____ of the City of Memphis, a municipal corporation and political subdivision of the State of Tennessee, and is authorized to execute this instrument on behalf of such corporation.

WITNESS my hand and seal at office this _____ day of _____, 2024.

Notary Public

My Commission Expires:

TENANT:

LIBERTY PARK HOTEL, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

Personally appeared before me, the undersigned, a Notary Public for the state and county aforesaid, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is the _____ of _____, a _____ company, and is authorized to execute this instrument on behalf of such company.

WITNESS my hand and seal at office this _____ day of _____, 2024.

Notary Public

My Commission Expires:

Exhibit A

Legal Description of Leased Premises

Address Reference: Intersection Of Early Maxwell, Boulevard And Raymond Skinner, 2489 Central Ave, Memphis, TN

BEING PROPERTY CONTAINED ENTIRELY WITHIN A PORTION OF AREA "A" OF THE OUTLINE PLAN FOR THE MEMPHIS FAIRGROUND PLANNED DEVELOPMENT AS RECORDED IN PLAT BOOK 288, PAGE 21 AT THE SHELBY COUNTY REGISTER'S OFFICE, CITY OF MEMPHIS, SHELBY COUNTY, STATE OF TENNESSEE; SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF EARLY MAXWELL BOULEVARD (41' WIDE, PRIVATE) AND RAYMOND SKINNER DRIVE (41' WIDE, PRIVATE); THENCE WITH A PORTION OF THE CENTERLINE OF SAID RAYMOND SKINNER DRIVE, SOUTH 86°43'54" EAST A DISTANCE OF 49.97' TO A POINT; THENCE DEPARTING FROM AND PERPENDICULAR TO SAID CENTERLINE, NORTH 03°16'01" EAST PASSING THROUGH THE SOUTH LINE OF AREA "A" OF THE OUTLINE PLAN FOR THE MEMPHIS FAIRGROUND PLANNED DEVELOPMENT AS RECORDED IN PLAT BOOK 288, PAGE 21 AT THE SHELBY COUNTY REGISTER'S OFFICE, CITY OF MEMPHIS, SHELBY COUNTY, STATE OF TENNESSEE AT 20.50' BUT CONTINUING FOR A TOTAL DISTANCE OF 30.50' TO AN ANGLE POINT IN THE BACK OF A WALL BEING THE TRUE POINT OF BEGINNING; THENCE WITH SAID BACK OF WALL, NORTH 41°46'57" WEST A DISTANCE OF 12.01' TO AN ANGLE POINT IN SAID WALL BEING 41.50' EAST OF THE CENTERLINE OF SAID EARLY MAXWELL BOULEVARD AND 21.00' EAST OF THE WEST LINE OF SAID AREA "A"; THENCE WITH SAID BACK OF WALL AND IT'S NORTHERLY PROLONGATION BEING 41.50' EAST OF AND PARALLEL WITH SAID CENTERLINE, NORTH 03°13'07" EAST A DISTANCE OF 149.01' TO THE INTERSECTION WITH A BACK OF CURB LINE; THENCE WITH SAID BACK OF CURB, SOUTH 86°46'53" EAST A DISTANCE OF 80.00' TO A POINT; THENCE CONTINUING WITH SAID BACK OF CURB BEING 121.50' EAST OF AND PARALLEL WITH SAID CENTERLINE, NORTH 03°13'07" EAST A DISTANCE OF 13.50' TO A POINT OF CURVATURE; THENCE CONTINUING WITH SAID BACK OF CURB IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 4.50' (LONG CHORD = N48°13'07"E, 6.36') AN ARC LENGTH OF 7.07' TO A POINT; THENCE CONTINUING WITH SAID BACK OF CURB, SOUTH 86°46'53" EAST A DISTANCE OF 5.00' TO A POINT; THENCE DEPARTING FROM SAID BACK OF CURB WITH A LINE BEING 131.00' EAST OF AND PARALLEL WITH SAID CENTERLINE, NORTH 03°13'07" EAST A DISTANCE OF 1.50' TO A POINT; THENCE SOUTH 86°46'53" EAST A DISTANCE OF 97.80' TO A POINT; THENCE WITH A LINE BEING 228.80' EAST OF AND PARALLEL WITH SAID CENTERLINE, SOUTH 03°13'07" WEST A DISTANCE OF 1.50' TO A POINT ON THE BACK OF A CURB; THENCE WITH SAID BACK OF CURB, SOUTH 86°46'53" EAST A DISTANCE OF 35.00' TO A POINT OF CURVATURE; THENCE CONTINUING WITH SAID BACK OF CURB IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 20.50' (LONG CHORD = N68°48'46"E, 16.94') AN ARC LENGTH OF 17.46' TO A POINT; THENCE DEPARTING FROM SAID BACK OF CURB IN A NON-TANGENT DIRECTION, SOUTH 86°46'53" EAST A DISTANCE OF 23.07' TO A POINT; THENCE WITH A LINE BEING 302.30' EAST OF AND PARALLEL WITH SAID CENTERLINE, SOUTH 03°13'07" WEST A DISTANCE OF 87.00' TO A POINT; THENCE SOUTH 86°46'53" EAST A DISTANCE OF 100.00' TO A POINT; WITH A LINE BEING 402.30' EAST OF AND PARALLEL WITH SAID CENTERLINE, SOUTH 03°13'07" WEST A DISTANCE OF 96.31' TO THE INTERSECTION WITH THE BACK OF A SIDEWALK BEING 9.50' NORTH OF SAID SOUTH LINE OF SAID AREA "A" AND 30.00' NORTH OF THE CENTERLINE OF SAID RAYMOND SKINNER DRIVE; THENCE WITH SAID BACK OF SIDEWALK BEING

30.00' NORTH OF AND PARALLEL WITH SAID CENTERLINE, NORTH 86°43'54" WEST A DISTANCE OF 52.41' TO THE FRONT CORNER OF A WALL; THENCE WITH SAID WALL AND PERPENDICULAR TO SAID CENTERLINE, NORTH 03°16'06" EAST A DISTANCE OF 0.50' TO THE BACK CORNER OF SAID WALL; THENCE WITH SAID BACK OF WALL BEING 30.50' NORTH OF AND PARALLEL WITH SAID CENTERLINE, NORTH 86°43'54" WEST A DISTANCE OF 299.90' TO SAID TRUE POINT OF BEGINNING.

BEING PART OF THE SAME PROPERTY CONVEYED TO THE CITY OF MEMPHIS, A MUNICIPAL CORPORATION, BY DEEDS OF RECORD IN BOOK 565, PAGE 162 AND BOOK 886, PAGE 245, IN THE REGISTER'S OFFICE OF SHELBY COUNTY, TENNESSEE.

Exhibit B

Legal Description of PDO Site

Area "A"

Memphis Fairgrounds Planned Development

Being all of Area "A" of the 'Memphis Fairgrounds Planned Development' as recorded in Plat Book 288, Page 21 all at the Shelby County Register's office, City of Memphis, Shelby County, State of Tennessee being more particularly described by metes and bounds as follows:

Commencing at the intersection of the west right of way line of South Hollywood Street (80'ROW) with the south right of way line of Central Avenue (80'ROW) being the northeast corner of Area "C" of the 'Memphis Fairgrounds Planned Development' as recorded in Plat Book 288, Page 21 all at the Shelby County Register's office, City of Memphis, Shelby County, State of Tennessee; thence with a portion of said south right of way line, North 86°02'12" West a distance of 490.76' to the TRUE POINT OF BEGINNING; thence departing from said south right of way line, South 03°13'07" West a distance of 885.13' to a point of curvature; thence in a southwesterly direction along the arc of a curve to the right having a radius of 39.50' (Long Chord = S29°41'17"W, 35.21') an arc length of 36.50' to a point; thence in a non-tangent direction, North 86°43'54" West a distance of 798.20' to a point of non-tangent curvature; thence in a northwesterly direction along the arc of a curve to the right having a radius of 24.50' (Long Chord = N17°55'27"W, 17.67') an arc length of 18.08' to a point; thence North 03°13'07" East a distance of 828.15' to a point; thence North 11°14'44" East a distance of 60.59' to a point; thence North 03°57'14" East a distance of 14.60' to a point of curvature; thence in a northeasterly direction along the arc of a curve to the right having a radius of 19.50' (Long Chord = N14°36'35"E, 7.41') an arc length of 7.45' to a point on said south right of way line of Central Avenue; thence with a portion of said south right of way line, South 86°02'12" East a distance of 810.23' to said TRUE POINT OF BEGINNING.

Said described Area "A" containing 755,369 square feet or 17.34 acres, more or less.

EXHIBIT J

Ground Lease Estoppel

GROUND LEASE ESTOPPEL CERTIFICATE AND AGREEMENT

[DATE]

PROPERTY NAME: _____

PROPERTY ADDRESS: _____

(the “**Property**”)

LEASE DATE: _____

LANDLORD: CITY OF MEMPHIS
 (“**Landlord**”)

TENANT: LIBERTY PARK HOTEL, LLC
 (“**Tenant**”)

Landlord acknowledges that (a) _____, a _____ (together with its successors and assigns, “**Lender**”) has agreed, subject to the satisfaction of certain terms and conditions, to make a loan (the “**Leasehold Mortgage Loan**”) to Tenant, which Leasehold Mortgage Loan is or will be secured by a lien on Tenant’s leasehold interest in the Property (the “**Premises**”), and (b) Lender is requiring this Ground Lease Estoppel Certificate and Agreement (this “**Estoppel Certificate**”) as a condition to its making the Leasehold Mortgage Loan. Accordingly, Landlord hereby certifies, confirms, covenants and agrees to Lender and its transferees, successors and assigns, as follows:

1. A true, complete and correct copy of the lease between Landlord and Tenant with respect to the Premises, together with any other amendment, supplement or agreement related thereto, is attached hereto as Schedule I (collectively, the “**Lease**”). Other than as attached on Schedule I, the Lease has not been modified, changed, altered, assigned, supplemented or amended in any respect. The Lease represents the entire agreement between Landlord and Tenant with respect to the Premises.

2. Landlord hereby consents to the Leasehold Mortgage Loan secured by a lien as to the leasehold estate created by the Lease, and to the encumbrance of a security lien against Tenant’s leasehold estate as security for repayment of the Leasehold Mortgage Loan, it being expressly understood and agreed that Lender and its successors and assigns may specifically rely on the provisions of this Estoppel Certificate.

3. The Lease provides for an original term of thirty (30) years, commencing on _____ and expiring on _____.

4. The Lease makes the following provision for renewal or extension of its term beyond the original term: (check one)

the Lease does not contain an option(s) or other right to renew or extend for any additional term or terms.

the Lease contains an option for six (6) additional term(s) of ten (10) years each.

5. The rent currently payable by Tenant to Landlord under the Lease is \$_____ [per annum, payable in monthly installments]. All rent and other charges due and currently payable by Tenant under the Lease through the date hereof have been fully paid by Tenant.

6. The Lease is valid and in full force and effect, and there is no existing default or unfulfilled obligation on the part of Tenant in any of the terms and conditions of the Lease, and no event has occurred or condition exists which, with the passing of time or giving of notice or both, would constitute an event of default under the Lease.

7. Landlord has no right to terminate the Lease [other than as follows: _____].

8. Tenant has a right of first offer to purchase the Premises.

9. Tenant owns all improvements located on the Premises [except as follows: _____].

10. Landlord agrees that it shall not accept a voluntary surrender or termination of the Lease for so long as the Premises are subject to the Leasehold Mortgage Loan.

11. Landlord shall not terminate, cancel, amend or modify the Lease without the prior written consent of Lender.

12. Landlord agrees that if Landlord or Tenant initiates any appraisal, arbitration, litigation or other dispute resolution proceeding affecting the Lease, then Landlord and Tenant shall simultaneously notify Lender, and Lender will have the right to participate in such proceeding on Tenant's behalf, or exercise any or all of Tenant's rights in such proceeding, in each case (at Lender's option) to the exclusion of Tenant.

13. There are no mortgages encumbering Landlord's fee estate in the Property and Landlord acknowledges and agrees that it will not mortgage or otherwise encumber its fee estate in the future.

14. Landlord has not assigned, mortgaged, conveyed, transferred, encumbered, hypothecated or granted to any party any interest in the Lease or the Premises (other than recorded easements, rights of way or similar recorded encumbrances of record as of the date hereof) other than to Tenant, or granted to any party any right or option to purchase the Premises or any interest of

Landlord in the Lease other than options granted to Tenant under the Lease. Landlord has not subordinated its interest in the Lease to any mortgage lien or other encumbrance on the fee.

15. Landlord consents to the right of Lender to foreclose on the Leasehold Mortgage Loan and sell or take title to or possession of the leasehold estate of Tenant in its own name or in the name of an assignee or nominee without Landlord's prior consent. In the event of any such foreclosure or any other exercise by Lender of rights and remedies (whether under the Leasehold Mortgage Loan or under applicable law), as a result of which Lender (or its designee or nominee) or a third party purchaser becomes owner of the leasehold estate, or delivery of a deed or other conveyance of Tenant's interest in lieu of any of the foregoing, Landlord agrees that Lender (or its designee or nominee) or a third party purchaser at a foreclosure sale or a transferee that receives a deed in lieu of foreclosure shall only be liable for acts or omissions taking place during the period in which Lender (or its designee or nominee) or such third party purchaser at a foreclosure sale or transferee that receives a deed in lieu of foreclosure had record title to the leasehold estate, and Landlord will provide for an automatic release of Lender (or its designee or nominee) or any third party purchaser at a foreclosure sale or transferee that receives a deed in lieu of foreclosure.

16. Upon receipt of notice from the Landlord of a default by Tenant under the Lease, Lender may, but shall not be obligated to, cure any default of Tenant within the time frame set forth in the Lease afforded to cure such default, and the lapse of thirty (30) days after the expiration of such time frame to cure such default; provided, however, that with respect to any default of Tenant under the Lease which cannot be remedied within such time frame, if Lender commences to cure such default within such time and thereafter diligently proceeds with such efforts and pursues the same to completion, Lender shall have such time as is reasonably necessary to complete curing such default. Notwithstanding the foregoing, with respect to any default of Tenant under the Lease that cannot be remedied without Lender obtaining possession of the Premises, any cure period afforded to Borrower in the Lease shall not commence until Lender obtains possession of the Premises, as long as all other defaults which reasonably can be cured by Lender without Lender obtaining possession of the Premises are so cured, and provided that Lender commences to exercise any rights to obtain possession or to effect foreclosure, and diligently pursues the exercise of such rights thereafter.

17. Lender will rely on the covenants and agreements made by Landlord herein in connection with Lender's agreement to make the Leasehold Mortgage Loan and Landlord agrees that Lender may so rely on such representations and agreements.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the undersigned has signed and delivered this Landlord Estoppel Certificate or has caused this Landlord Estoppel Certificate to be signed and delivered by its duly authorized representative.

LANDLORD:

CITY OF MEMPHIS,
a municipal corporation

By: _____

Name: _____

Title: _____

SCHEDULE I TO GROUND LEASE ESTOPPEL CERTIFICATE

(Copy of Lease)

EXHIBIT K

Exclusive Uses

In accordance with Section 3(a) of the Lease, this Exhibit K may be amended to include future Exclusive Uses. As of the Effective Date of the Lease, the Exclusive Uses are as follows:

Tenant:	Exclusive Use:
High 5	Arcade, Bowling, Laser Tag, Escape Rooms, Axe Throwing, Virtual Reality, Virtual Golf Suites, Mini-Golf, Zipline, Ropes, & Rock Climbing.

No other hotels, motels or similar lodging facilities may be developed on the PDO Site until the earlier to occur of (x) Hotel Stabilization, or (y) five years after the Hotel Opening Date. “Hotel Stabilization” means an eighty percent (80%) average occupancy of paying hotel guests over a 12-month period. “Hotel Opening Date” is the date that the Hotel is open to the general public as paying hotel guests. Landlord will promptly record a memorandum of restrictions in the land records for the PDO Site describing this hotel exclusive use restriction.

EXHIBIT L

Prohibited Uses

None of the following uses or operations shall be permitted on the Property:

- (1) Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation (but this provision shall not restrict the absolute freedom of a tenant or occupant to conduct periodic seasonal, promotional or clearance sales or legitimate going out of business sales).
- (2) Sale of any so-called "Army and Navy" surplus, or previously worn or "used" goods, as those terms are generally used at this time and from time to time hereafter (except for fine antique furniture and antique jewelry or fine used clothes) or other store selling merchandise which is primarily "seconds", "odd-lots", damaged or discontinued including swap shops.
- (3) Any self-storage facilities.
- (4) Any operation primarily used as a warehouse operation (which shall not include storage incidental to a retail operation conducted on the same premises), any factory, manufacturing or industrial operation or usage, any processing or rendering plant, or any lumber yard (except in connection with the operation of a home improvement store).
- (5) Any governmental use or office, except as expressly permitted herein or any social service functions or facilities.
- (6) The operation of a massage parlor or bath house, adult book or adult video store, or for the sale, rental or exhibition of pornographic material and/or display in storefront windows or in areas within the Property which are visible from outside of the Property, any sign, product or advertising material which is or is for pornographic or "adult" material.
- (7) A night club or discotheque or similar establishment (except for a sit-down full table service restaurant featuring regularly scheduled live entertainment).
- (8) Automobile, recreational vehicle or bus-related uses, including automobile wash racks, used automobile and trailer sales, tire and battery servicing, automobile, truck, trailer, R.V. or boat dealer (or other similar enterprise), sales, leasing, display or repair (other than for office functions relating to such operations).
- (9) A funeral parlor or mortuary.
- (10) A mobile home or trailer court.
- (11) Any dumping, disposing, recycling, incineration or reduction on a large-scale commercial basis of refuse and recyclables (exclusive of collection in appropriately screened areas of refuse and recyclables resulting from normal day to day operations in the locations designated by Landlord from time to time).

- (12) Any commercial laundry or dry cleaning plant or coin-operated laundromat; provided, however, this prohibition shall not prohibit the operation of dry cleaning and laundry equipment and supporting facilities in connection with a laundry and dry cleaning establishment oriented to pick-up and delivery by the ultimate consumer.
- (13) Trade school, university, day care center or school (other than in conjunction with a retail operation).
- (14) An off-track betting business, bingo, lottery or similar “games of chance” sales or facility.
- (15) Any astrology, palm reading, tarot card or other like service or facility.
- (16) Answering services or call centers.
- (17) Display or advertisement, including in storefront windows, whether or not for sale, any “controlled substances”, drug paraphernalia, pornographic material, or any other advertising device, signs, objects or materials that may be considered offensive to community standards in a family-oriented shopping center.

EXHIBIT M

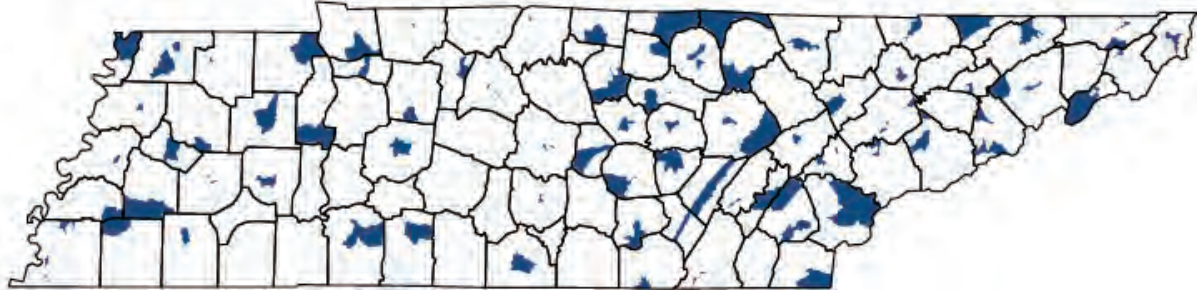
Reserved

EXHIBIT N

Opportunity Zone Documentation

Tract 47157006600 in Shelby County is listed as a qualifying Opportunity Zone.

Tennessee's Opportunity Zones



Tennessee's Opportunity Zones

County Name	Census Tract
Anderson	47001020500
Anderson	47001021000
Bedford	47003950500
Benton	47005963200
Bledsoe	47007953100
Blount	47009010100
Blount	47009010200
Blount	47009010301
Blount	47009010302
Bradley	47011010700
Cannon	47015960200
Carroll	47017962100
Carter	47019071200
Cheatham	47021070104
Claiborne	47025970300
Clay	47027955000
Cocke	47029920200
Cocke	47029920700
Crockett	47033961100
Cumberland	47035970400
Cumberland	47035970800
Davidson	47037010401
Davidson	47037012600
Davidson	47037013601
Davidson	47037013602
Davidson	47037013700
Davidson	47037013800
Davidson	47037013900
Davidson	47037014200
Davidson	47037014800
Davidson	47037015628
Davidson	47037015900
Davidson	47037016000
Davidson	47037016100
Davidson	47037016200
Davidson	47037016300
Davidson	47037017300
Davidson	47037019200
Davidson	47037019300
DeKalb	47041920200
Dickson	47043060602
Dyer	47045964300
Fayette	47047060300
Fentress	47049965300
Gibson	47053966900
Gibson	47053967000
Greene	47059090100
Greene	47059091200
Grundy	47061955300
Hamblen	47063100300
Hamblen	47063100800
Hamilton	47065000400
Hamilton	47065001600
Hamilton	47065001900
Hamilton	47065002000
Hamilton	47065003100
Hamilton	47065012300
Hamilton	47065012400
Hancock	47067960600

County Name	Census Tract
Hardeman	47069950300
Hawkins	47073050400
Hawkins	47073050601
Haywood	47075930500
Henderson	47077975400
Henry	47079969000
Hickman	47081950302
Houston	47083120200
Jackson	47087960400
Johnson	47091956300
Knox	47093000100
Knox	47093000800
Knox	47093001900
Knox	47093002400
Knox	47093003500
Knox	47093006502
Knox	47093006700
Knox	47093006800
Lake	47095960100
Lauderdale	47097050504
Lauderdale	47097050505
Lawrence	47099960300
Lawrence	47099960501
Lincoln	47103975300
Lincoln	47103975400
Loudon	47105060202
Loudon	47105060600
McMinn	47107970101
McMinn	47107970600
Macon	47111970300
Madison	47113000200
Madison	47113000500
Madison	47113000600
Madison	47113000700
Madison	47113000800
Madison	47113000900
Marion	47115050301
Marshall	47117955300
Meigs	47121960200
Monroe	47123925000
Monroe	47123925501
Montgomery	47125100100
Montgomery	47125100200
Montgomery	47125100800
Montgomery	47125100900
Obion	47131965400
Obion	47131965500
Overton	47133950302
Pickett	47137925100
Polk	47139950400
Putnam	47141000600
Putnam	47141000800
Putnam	47141001100
Rhea	47143975401
Roane	47145030600
Rutherford	47149041800
Rutherford	47149041900
Rutherford	47149042100
Scott	47151975200

County Name	Census Tract
Sequatchie	47153060101
Sevier	47155080101
Sevier	47155080400
Shelby	47157000200
Shelby	47157000300
Shelby	47157000400
Shelby	47157001900
Shelby	47157002000
Shelby	47157002100
Shelby	47157002400
Shelby	47157002500
Shelby	47157002700
Shelby	47157002800
Shelby	47157003000
Shelby	47157003600
Shelby	47157003700
Shelby	47157003800
Shelby	47157003900
Shelby	47157004500
Shelby	47157004600
Shelby	47157005000
Shelby	47157005900
Shelby	47157006600
Shelby	47157006700
Shelby	47157007000
Shelby	47157007300
Shelby	47157007400
Shelby	47157011200
Shelby	47157011300
Shelby	47157011400
Shelby	47157011600
Shelby	47157020210
Shelby	47157020300
Shelby	47157022111
Shelby	47157022500
Smith	47159975300
Smith	47159975400
Stewart	47161110600
Sullivan	47163040200
Sullivan	47163042701
Sullivan	47163043000
Sullivan	47163043302
Sumner	47165020300
Sumner	47165020700
Tipton	47167040700
Tipton	47167041000
Unicoi	47171080100
Unicoi	47171080200
Union	47173040201
Van Buren	47175925200
Warren	47177930800
Washington	47179060100
Washington	47179060800
Washington	47179060900
Washington	47179062000
Wayne	47181950200
Weakley	47183968101
White	47185935300

EXHIBIT O

RESERVED

EXHIBIT P

Definitions Index

Additional Insureds	Section 8(b)
Additional PILOT Rent.....	Section 4(a)
Affiliate of Tenant	Section 12(g)
Approval Process	Section 34(z)
CAM.....	Section 7
CAM Agreement.....	Section 7
Casualty.....	Section 14(a)
Casualty Notice.....	Section 14(a)
Casualty Renovation Cost.....	Section 14(a)
CCRFC.....	Section 6(c)
Commencement Date.....	Section 2(a)
Common Areas	Section 7
Component Developer	Section 3(a)
Control	Section 12(g)
Curable Defaults	Section 19(c)
Development Agreement	Recitals
Disapproval Notice	Section 34(z)
Easement	Section 33
Effective Date.....	Preamble
Event of Default.....	Section 16(a)
Exclusive Uses	Section 3(a)
Extension Term.....	Section 2(b)
Indemnitees	Section 9(a)
Insurance	Section 8
Landlord	Preamble
Landlord Mortgage	Section 34(w)
Landlord ROFO	Section 12(h)
Landlord ROFO Price	Section 12(h)
Landlord ROFO Terms	Section 12(h)
Landlord's Work.....	Section 5(a)
Lease	Preamble
Lease Year	Section 2(a)
Leasehold Mortgage	Section 19
Leasehold Mortgagee.....	Section 19
Liberty Park	Recitals
Master Development.....	Section 3(b)
Minimum Rent.....	Section 4(b)
Mortgagee Non-Curable Default.....	Section 19(e)
Non-Curable Defaults	Section 19(c)
Parent of Tenant.....	Section 12(g)
Person.....	Section 12(g)

PILOT	Section 6(c)
PILOT Documents.....	Section 6(c)
PILOT Lease	Section 6(c)
PILOT Program	Section 6(c)
Prohibited Uses	Section 3(a)
Project	Section 3(a)
Property	Recitals
Proposed Exclusive Use.....	Section 3(a)
QOZ	Section 34(x)
Rent.....	Section 4(a)
Rent Commencement Date	Section 4(a)
Right of First Offer	Section 35(a)
ROFO.....	Section 35(a)
ROFO Landlord Notice.....	Section 12(h)
ROFO Landlord Response Notice	Section 12(h)
ROFO Price.....	Section 35(a)
ROFO Property	Section 35(a)
ROFO Tenant Notice	Section 35(a)
ROFO Terms.....	Section 35(b)
Sale.....	Section 35(c)
Sales	Section 6(e)
Sales Tax Surcharge.....	Section 6(e)
Second Request.....	Section 34(z)
Site	Recitals
SNDA.....	Section 6(d)
Taxes	Section 6(a)
Tenant.....	Preamble
Tenant's Work.....	Recitals
Term.....	Section 2(a)
Third Party Purchaser	Section 35(a)



Memphis City Council Summary Sheet

1. Description of the Item (Resolution, Ordinance, etc.)

Resolution to approve ground lease for High5 Entertainment Complex in The District @ Liberty Park with 30-year base term and four (4) automatic 10-year renewal options

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

Housing & Community Development

3. State whether this is a change to an existing ordinance or resolution, if applicable.

Not applicable

4. State whether this will impact specific council districts or super districts.

District 4 & Super District 8

5. State whether this requires a new contract, or amends an existing contract, if applicable.

requires a new ground lease and development agreement with private developers

6. State whether this requires an expenditure of funds/requires a budget amendment

No. About 85-90% of sitework to accommodate project has already been completed; remaining improvements have already been budgeted and will be performed as developer completes primary construction of project

7. If applicable, please list the MWBE goal and any additional information needed

Not applicable



A Resolution approving a 30-year Ground Lease, with Four (4) Ten-Year renewal options, for the construction and operation of a High Five Entertainment Complex on a designated site within The District @ Liberty Park with HIGH FIVE ENTERTAINMENT, LLC.

Whereas, the City of Memphis must show the likelihood of Fifty Million Dollars of private development within the Liberty Park Tourism Development Zone to comply with the statutory requirements for tourism development zones as listed in Tennessee Code Annotated 7-88-101 et seq., as amended; and

Whereas, the presence of new private, commercial development within the Liberty Park Tourism Development Zone, and specifically the sales tax revenues generated by such private businesses, is essential to the City's ability to pay the annual debt service of approximately Three Million Seven Hundred Thousand Dollars (\$3,700,000) on the Tourism Development Zone Bonds issued to pay for the redevelopment of Liberty Park, and without such revenues, the City would be responsible for paying the annual debt service from its general fund; and

Whereas, the continued success of the Memphis Sports & Events Center ("MSEC") is enhanced significantly with the presence of nearby hotels and restaurants that cater to the youth and family demographics that attend multi-day competitions at MSEC, particularly since such amenities are increasingly available at other sports facilities with which MSEC must compete for business; and

Whereas, the City owns approximately 18 acres of real property within Liberty Park which is ideally situated for a mixed-use development (the "Master Development") that will include hotels, restaurants, food and beverage establishments, family entertainment venues, and niche retail to serve the visitors of MSEC and the Simmons Bank Liberty Stadium; and

Whereas, said property is depicted on Attachment A and is bordered by Central Avenue on the north, Fred Jones Way on the east, Raymond Skinner Avenue on the south, and Early Maxwell Boulevard on the west, which is a portion of Parcel # 02907000008 that comprises the

majority of the Liberty Park campus, and has a general address of 2477 Central Avenue as assigned by MLGW for planning purposes; and

Whereas, the City has completed the sitework and utility infrastructure in accordance with the planned development application approved by the Land Use Control Board and the Memphis City Council (Case # PD 19-18) and now has “build-ready” site pads available; and

Whereas, the administration and its team of advisors have selected HIGH FIVE ENTERTAINMENT, LLC, a Texas limited liability company (“Tenant”), as the family entertainment developer based on the success of the company’s chain of High Five entertainment complexes and their capacity to undertake this project and further recommend that the City as “Landlord” execute an extended ground lease to Tenant while City maintains ownership of the land; and

Whereas, Tenant, using their private capital, would design, construct, own and operate a High Five entertainment complex consisting of activities such as bowling, video games, and laser tag, as well as a full-service restaurant and upscale bar, with said structure to be located on 0.69 acres labeled as “Parcel 3” on Attachment B (the “Property”); and

Whereas, if approved, the City would execute a ground lease for the Property with Tenant for an initial term of **thirty (30) years with four (4) ten-year renewal options** using a triple-net lease, meaning Tenant would be directly responsible for property taxes (as assessed after any PILOTs, reductions, or incentives which might be awarded by appropriate agencies), building insurance, and maintenance for the Property, in addition to rent and utilities; and

Whereas, the obligation to pay rent would commence on the date the business opens to the public (exclusive of certain “soft openings”) and the minimum rent shall be **\$17,756.60 per year for the first five years**, increasing by 5.0% every ten years thereafter during both the base term and the exercised extension option, unless Tenant elects to prepay the rent for the initial term in advance; and

Whereas, Tenant would also be responsible for paying to the City the Property’s pro-rata share of common area maintenance expenses or “CAM” for those common areas benefitting the Tenant or the general public and for which the City shall be responsible for the maintenance and

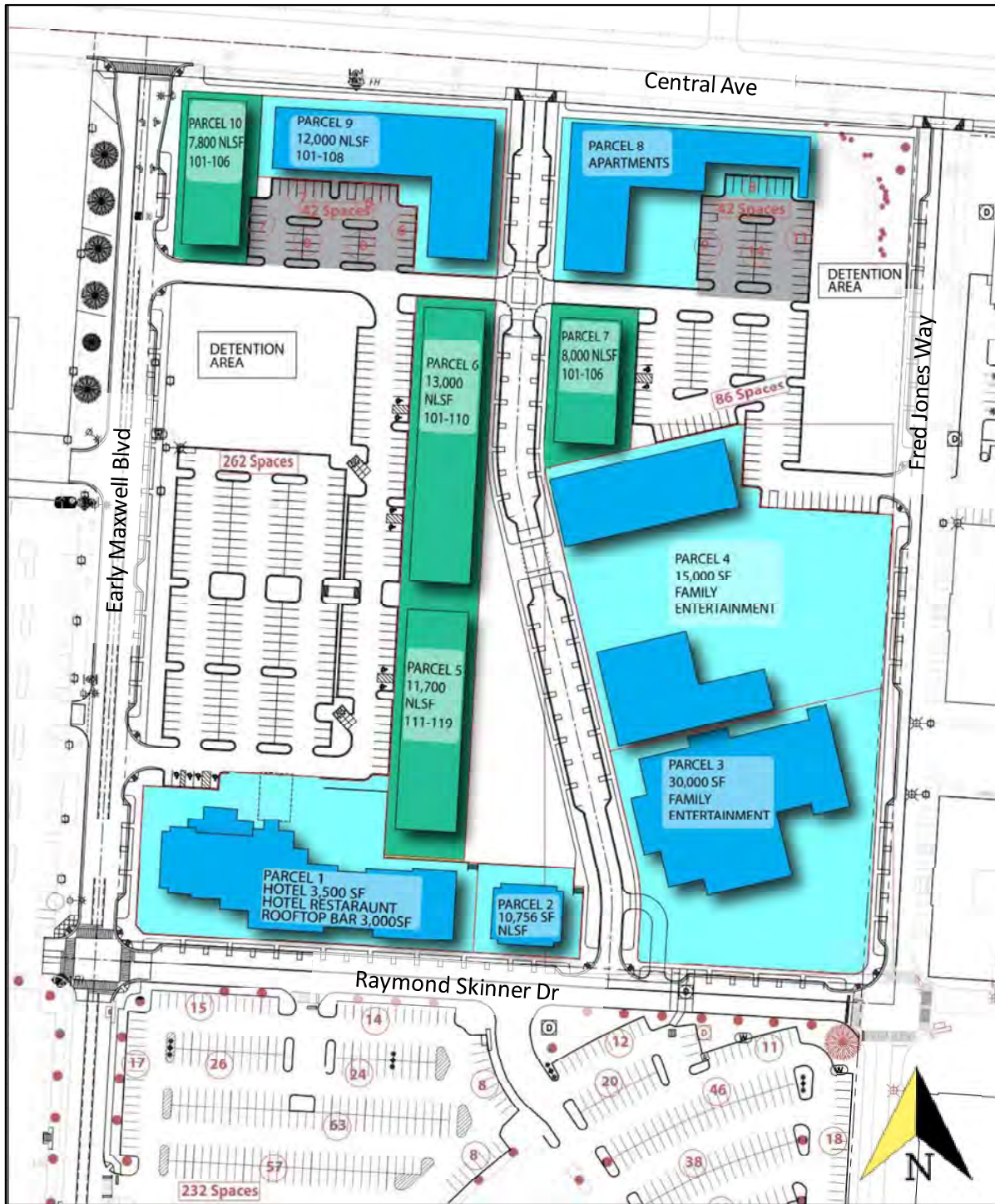
repair, including but not limited to, parking lots, access and perimeter roads, truck passageways, loading platforms, landscaped areas, exterior walks, ramps, stairs, underground storm and sanitary sewers, utility lines, drinking fountains, and other public facilities, under a mutually acceptable agreement to be executed; and

Whereas, the Master Development will include additional retail, restaurant, entertainment and hospitality tenants, and the City as master developer and landlord shall be responsible for creating cross-easements, air rights leases, and/or vertical subdivisions as necessary to maximize enjoyment of use and value for all parties; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the long-term lease for the above-described Property with HIGH FIVE ENTERTAINMENT, LLC, a Texas limited liability company is hereby approved; and

BE IT FURTHER RESOLVED, that the City of Memphis Real Estate Department shall arrange for the execution of the ground lease, and that the Mayor of the City of Memphis is hereby authorized to execute said lease and any other documents necessary to complete the lease.

Attachment A
The Master Development, also known as The District @ Liberty Park



Parcels in green are not planned for development during this first phase.

Attachment B
The Property (Family Entertainment)





Memphis City Council Summary Sheet

1. Description of the Item (Resolution, Ordinance, etc.)

Resolution to approve ground lease for mixed-use project with approx. 200 residential units and 12,000 SF of retail in The District @ Liberty Park with 30-year base term and six (6) automatic 10-year renewal options

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

Housing & Community Development

3. State whether this is a change to an existing ordinance or resolution, if applicable.

Not applicable

4. State whether this will impact specific council districts or super districts.

District 4 & Super District 8

5. State whether this requires a new contract, or amends an existing contract, if applicable.

requires a new ground lease and development agreement with private developers

6. State whether this requires an expenditure of funds/requires a budget amendment

No. About 85-90% of sitework to accommodate project has already been completed; remaining improvements have already been budgeted and will be performed as developer completes primary construction of project

7. If applicable, please list the MWBE goal and any additional information needed

Not applicable



A Resolution approving a 30-year Ground Lease, with Six (6) Ten-Year renewal options, for the construction and operation of a mixed-use project with multi-family residences and 12,000 square feet of retail on a designated site within The District @ Liberty Park with Liberty Park Residences, LLC.

Whereas, the City of Memphis must show the likelihood of Fifty Million Dollars of private development within the Liberty Park Tourism Development Zone to comply with the statutory requirements for tourism development zones as listed in Tennessee Code Annotated 7-88-101 et seq., as amended; and

Whereas, the presence of new private, commercial development within the Liberty Park Tourism Development Zone, and specifically the sales tax revenues generated by such private businesses, is essential to the City's ability to pay the annual debt service of approximately Three Million Seven Hundred Thousand Dollars (\$3,700,000) on the Tourism Development Zone Bonds issued to pay for the redevelopment of Liberty Park, and without such revenues, the City would be responsible for paying the annual debt service from its general fund; and

Whereas, the continued success of the Memphis Sports & Events Center ("MSEC") is enhanced significantly with the presence of nearby hotels and restaurants that cater to the youth and family demographics that attend multi-day competitions at MSEC, particularly since such amenities are increasingly available at other sports facilities with which MSEC must compete for business; and

Whereas, the City owns approximately 18 acres of real property within Liberty Park which is ideally situated for a mixed-use development (the "Master Development") that will include hotels, restaurants, food and beverage establishments, family entertainment venues, and niche retail to serve the visitors of MSEC and the Simmons Bank Liberty Stadium; and

Whereas, said property is depicted on Attachment A and is bordered by Central Avenue on the north, Fred Jones Way on the east, Raymond Skinner Avenue on the south, and Early Maxwell Boulevard on the west, which is a portion of Parcel # 02907000008 that comprises the

majority of the Liberty Park campus, and has a general address of 2477 Central Avenue as assigned by MLGW for planning purposes; and

Whereas, the City has completed the sitework and utility infrastructure in accordance with the planned development application approved by the Land Use Control Board and the Memphis City Council (Case # PD 19-18) and now has “build-ready” site pads available; and

Whereas, the administration and its team of advisors have selected Liberty Park Residences, LLC, a Delaware limited liability company (“Tenant”), as the multi-family and retail developer based on the company’s experience with mixed-use developments and their capacity to undertake this project and further recommend that the City as “Landlord” execute an extended ground lease to Tenant while City maintains ownership of the land; and

Whereas, Tenant, using their private capital, would design, construct, own and operate a mixed-use development consisting of approximately two hundred (200) residential units and twelve thousand (12,000) square feet of ground-level retail space, with said development to be located on 1.56 acres labeled as “Parcel 8” and “Parcel 9” on Attachment B (the “Property”); and

Whereas, if approved, the City would execute a ground lease for the Property with Tenant for an initial term of **thirty (30) years with six (6) ten-year renewal options** using a triple-net lease, meaning Tenant would be directly responsible for property taxes (as assessed after any PILOTs, reductions, or incentives which might be awarded by appropriate agencies), building insurance, and maintenance for the Property, in addition to rent and utilities; and

Whereas, the obligation to pay rent would commence on the date when either the retail portion or the residences portion opens to the public for business (exclusive of certain “soft openings”) and the minimum rent shall be **\$77,847.17 per year for the first five years**, increasing by 4% every five years thereafter during both the base term and the exercised extension options, unless Tenant elects to prepay the rent for the initial term in advance, in which case the amount owed would be \$2,331,247.94; and

Whereas, Tenant would also be responsible for paying to the City the Property’s pro-rata share of common area maintenance expenses or “CAM” for those common areas benefitting the

Tenant or the general public and for which the City shall be responsible for the maintenance and repair, including but not limited to, parking lots, access and perimeter roads, truck passageways, loading platforms, landscaped areas, exterior walks, ramps, stairs, underground storm and sanitary sewers, utility lines, drinking fountains, and other public facilities, under a mutually acceptable agreement to be executed; and

Whereas, the Master Development will include additional retail, restaurant, entertainment and hospitality tenants, and the City as master developer and landlord shall be responsible for creating cross-easements, air rights leases, and/or vertical subdivisions as necessary to maximize enjoyment of use and value for all parties; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the long-term lease for the above-described Property with Liberty Park Residences, LLC, a Delaware limited liability company is hereby approved; and

BE IT FURTHER RESOLVED, that the City of Memphis Real Estate Department shall arrange for the execution of the ground lease, and that the Mayor of the City of Memphis is hereby authorized to execute said lease and any other documents necessary to complete the lease.

Attachment A
The Master Development, also known as The District @ Liberty Park



Parcels in green are not planned for development during this first phase.

Attachment B
The Property (Multi-Family)





Memphis City Council Summary Sheet

1. Description of the Item (Resolution, Ordinance, etc.)

Resolution to approve ground lease for 150-room hotel in The District @ Liberty Park with 30-year base term and four (4) automatic 10-year renewal options

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

Housing & Community Development

3. State whether this is a change to an existing ordinance or resolution, if applicable.

Not applicable

4. State whether this will impact specific council districts or super districts.

District 4 & Super District 8.

5. State whether this requires a new contract, or amends an existing contract, if applicable.

requires a new ground lease and development agreement with private developers

6. State whether this requires an expenditure of funds/requires a budget amendment

No. About 85-90% of sitework to accommodate hotel has already been completed; remaining improvements have already been budgeted and will be performed as developer completes primary construction of hotel

7. If applicable, please list the MWBE goal and any additional information needed

Not applicable



A Resolution approving a 30-year Ground Lease, with Four (4) Ten-Year renewal options, for the construction and operation of a hotel on a designated site within The District @ Liberty Park with G2 Venture Group or an entity to be formed by said Group for this project.

Whereas, the City of Memphis must show the likelihood of Fifty Million Dollars of private development within the Liberty Park Tourism Development Zone to comply with the statutory requirements for tourism development zones as listed in Tennessee Code Annotated 7-88-101 et seq., as amended; and

Whereas, the presence of new private, commercial development within the Liberty Park Tourism Development Zone, and specifically the sales tax revenues generated by such private businesses, is essential to the City's ability to pay the annual debt service of approximately Three Million Seven Hundred Thousand Dollars (\$3,700,000) on the Tourism Development Zone Bonds issued to pay for the redevelopment of Liberty Park, and without such revenues, the City would be responsible for paying the annual debt service from its general fund; and

Whereas, the continued success of the Memphis Sports & Events Center ("MSEC") is enhanced significantly with the presence of nearby hotels and restaurants that cater to the youth and family demographics that attend multi-day competitions at MSEC, particularly since such amenities are increasingly available at other sports facilities with which MSEC must compete for business; and

Whereas, the City owns approximately 18 acres of real property within Liberty Park which is ideally situated for a mixed-use development (the "Master Development") that will include hotels, restaurants, food and beverage establishments, family entertainment venues, and niche retail to serve the visitors of MSEC and the Simmons Bank Liberty Stadium; and

Whereas, said property is depicted on Attachment A and is bordered by Central Avenue on the north, Fred Jones Way on the east, Raymond Skinner Avenue on the south, and Early Maxwell Boulevard on the west, which is a portion of Parcel # 02907000008 that comprises the

majority of the Liberty Park campus, and has a general address of 2477 Central Avenue as assigned by MLGW for planning purposes; and

Whereas, the City has completed the sitework and utility infrastructure in accordance with the planned development application approved by the Land Use Control Board and the Memphis City Council (Case # PD 19-18) and now has “build-ready” site pads available; and

Whereas, the administration and its team of advisors have selected G2Venture Group, or an entity to be formed by said Group for the purpose of performing this project, a Memphis-based company (“Tenant”), as the hospitality developer based on the company’s experience with hospitality development and their capacity to undertake this project and recommend that the City as “Landlord” execute an extended ground lease to Tenant while City maintains ownership of the land; and

Whereas, Tenant, using their private capital, would design, construct, own and operate a hotel of approximately 150 hotel rooms, including a restaurant and retail spaces on the ground floor and a rooftop bar, under a hotel flag and brand to be approved by the City, with said hotel to be located in the 1.25 acre lot labeled as “Parcel 1 - Hotel” on Attachment B (the “Property”); and

Whereas, Tenant would furthermore have a right of first refusal to submit a development proposal for a second hotel within the Master Development in the event that the City determines that additional hotel rooms are desirable; and

Whereas, if approved, the City would execute a ground lease for the Property with Tenant for an initial term of **thirty (30) years with four (4) ten-year renewal options** using a triple-net lease, meaning Tenant would be directly responsible for property taxes (as assessed after any PILOTs, reductions, or incentives which might be awarded by appropriate agencies), building insurance, and maintenance for the Property, in addition to rent and utilities; and

Whereas, the obligation to pay rent would commence on the date when the hotel first opens to the general public and the minimum rent shall be **\$34,958.31 per year for the first five**

years, increasing by 7.5% every five years thereafter during both the base term and the exercised extension options, unless Tenant elects to prepay the rent for the initial term in advance; and

Whereas, Tenant would also be responsible for paying to the City the Property's pro-rata share of common area maintenance expenses or "CAM" for those common areas benefitting the Tenant or the general public and for which the City shall be responsible for the maintenance and repair, including but not limited to, parking lots, access and perimeter roads, truck passageways, loading platforms, landscaped areas, exterior walks, ramps, stairs, underground storm and sanitary sewers, utility lines, drinking fountains, and other public facilities, under a mutually acceptable agreement to be executed; and

Whereas, the Master Development will include additional retail, restaurant, entertainment and hospitality tenants, and the City as master developer and landlord shall be responsible for creating cross-easements, air rights leases, and/or vertical subdivisions as necessary to maximize enjoyment of use and value for all parties; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the long-term lease for the above-described Property with G2 Venture Group, or an entity to be formed by said Group for the purposes of performing this project, is hereby approved; and

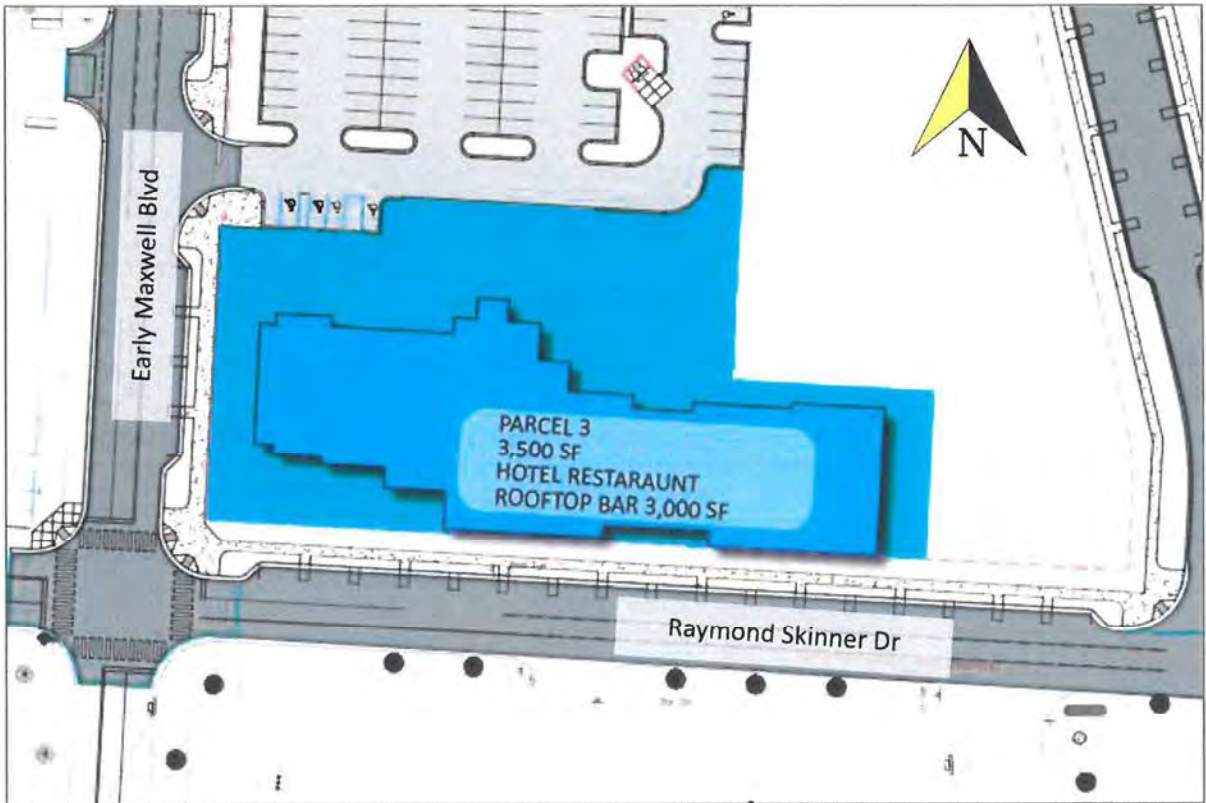
BE IT FURTHER RESOLVED, that the City of Memphis Real Estate Department shall arrange for the execution of the ground lease, and that the Mayor of the City of Memphis is hereby authorized to execute said lease and any other documents necessary to complete the lease.

Attachment A
The Master Development, also known as The District @ Liberty Park



Parcels in green are not planned for development during this first phase.

Attachment B
The Property (Hotel)



6013



Memphis City Council Summary Sheet

1. Description of the Item (Resolution, Ordinance, etc.)

A resolution to amend the FY2024 Federal Budget by accepting and appropriating the Expenditures and Revenues for the Weatherization Program LIHEAP 20-26 grant in the amount of \$1,213,267.67

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

The Division of Housing and Community Development Weatherization Program

3. State whether this is a change to an existing ordinance or resolution, if applicable.

Not applicable.

4. State whether this will impact specific council districts or super districts.

City Wide

5. State whether this requires a new contract, or amends an existing contract, if applicable.

New contracts and contract amendments will be required.

6. State whether this requires an expenditure of funds/requires a budget amendment.

Expenditure of funds will be required.

7. If applicable, please list the MWBE goal and any additional information needed.

Not applicable to MWBE.

6013

Resolution-Division of Housing and Community Development



WHEREAS, Tennessee was classified as one of four states with the highest energy burden for its residents in the ACEEE September 2020, "National and Regional Energy Burdens Report", which indicates the need for programs to reduce utility burden and improve housing stock by making it more energy efficient for the citizens of Memphis.

WHEREAS, this program is designed to assist low-income households in reducing their energy costs and to contribute to national energy conservation through increase in energy efficiency and consumer education and home retrofits.

WHEREAS, weatherization measures provided by this program will reduce heat loss, cool air loss, energy consumption, and lower energy costs by improving the thermal envelope of dwelling units occupied by low-income property owners and renters throughout Shelby County.

WHEREAS, the City of Memphis Division of Housing and Community Development (HCD) has received FY: 2024 Low Income Home Energy Assistance Program Weatherization (LIHEAP Wx 23-26) in the total amount of **ONE MILLION, TWO HUNDRED THIRTEEN THOUSAND, TWO HUNDRED SIXTY-SEVEN AND 67/100 DOLLARS (\$1,213,267.67)** from the United States, Department of Health and Human Services; and passed through the State of Tennessee, Tennessee Housing Development Agency (THDA);

WHEREAS, HCD received these funds through a non-competitive grant process; and

WHEREAS, these funds will be used by HCD to administer the weatherization assistance and the low income home energy assistance program activities throughout Shelby County and carry out all fiscal responsibilities in accordance with THDA WAP and LIHEAP policies and procedures; the Tennessee Weatherization Field Guide and subsequent technical guidance; all applicable federal regulations, all applicable Office of Management and Budget (OMB) circulars; and all Tennessee Housing Development

9013

Resolution-Division of Housing and Community Development

Agency's program and fiscal policies to educate clients, train staff and contractors; and to help reduce the utility burden with energy efficiency mechanisms and address health and safety in residential units.

WHEREAS, it is necessary to accept the grant funding and amend the Division of Housing & Community Development's FY 2024 federal budget to establish funds for the FY 2024 LIHEAP Weatherization funding (LWx 23-26).

WHEREAS, this (LWx 23-26) is a contract to the Tennessee Housing Development Agency grant for the provision of funding under Weatherization Assistance Program (WAP), and the **City of Memphis Division of Housing and Community Development** is the recipient of a **FY 2024 LIHEAP Weatherization (LWx 23-26)** grant in the amount of **ONE MILLION, TWO HUNDRED THIRTEEN THOUSAND, TWO HUNDRED SIXTY-SEVEN AND 67/100 DOLLARS (\$1,213,267.67)**.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the FY 2024 Weatherization Assistance Funds *in the amount of ONE MILLION, TWO HUNDRED THIRTEEN THOUSAND, TWO HUNDRED SIXTY-SEVEN AND 67/100 DOLLARS (\$1,213,267.67)* be accepted by the City of Memphis.

BE IT FURTHER RESOLVED, that the Division of Housing & Community Development's FY 2024 federal budget be and is hereby amended by appropriating the Expenditures and Revenues for the **FY 2024 LIHEAP Weatherization (LWx 23-26)** in the total amount of **ONE MILLION, TWO HUNDRED THIRTEEN THOUSAND, TWO HUNDRED SIXTY-SEVEN AND 67/100 DOLLARS (\$1,213,267.67)** as follows:

REVENUES

State of Tennessee, Tennessee Housing & Development Agency \$1,213,267.67

EXPENDITURES

Low Income Home Energy Assistance Program \$1,213,267.67

Grant

\$1,213,267.67

Several lines of very faint, illegible text in the upper middle section.

Another block of faint, illegible text in the middle section.

A third block of faint, illegible text in the lower middle section.

A large, dense block of faint, illegible text at the bottom of the page.



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date Sep. 1, 2023	End Date Aug. 31, 2024	Agency Tracking # LIHEAPWx23-26	Edison ID
Grantee Legal Entity Name CITY OF MEMPHIS DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT			Edison Vendor ID 4101
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		Assistance Listing Number CFDA # 93.568	
		Grantee's fiscal year end June 30, 2024	
Service Caption (one line only) 2023 Low Income Home Energy Assistance Program (LIHEAP)			
Funding —			
FY	State	Federal	Interdepartmental
			Other
			TOTAL Grant Contract Amount
2023		\$1,213,267.67	
			\$1,213,267.67
TOTAL:			\$1,213,267.67
Grantee Selection Process Summary			
<input type="checkbox"/> Competitive Selection			
<input checked="" type="checkbox"/> Non-competitive Selection		The LIHEAP funds are awarded to community service agencies as required by the LIHEAP regulations. The funds are allocated to all 95 counties based primarily on the rolling percentage of the federal poverty level in that county	
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.		<i>CPO USE - GG</i>	
Speed Chart (optional)	Account Code (optional)		

**GRANT CONTRACT LIHEAPWx-23-26
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE HOUSING DEVELOPMENT AGENCY
AND**

CITY OF MEMPHIS DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT

This grant contract ("Grant Contract"), by and between the State of Tennessee, the Tennessee Housing Development Agency ("THDA"), hereinafter referred to as the "State" or the "Grantor State Agency" and City of Memphis Division of Housing and Community Development, hereinafter referred to as the "Grantee," is for the provision of the Low Income Home Energy Assistance Program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4104

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Grant Contract.
- A.2. The Grantee shall administer the Low Income Home Energy Assistance Program Weatherization (LIHEAP Wx) program and fiscal responsibilities in accordance with THDA Weatherization Assistance Program (WAP) policies and procedures; the TN WAP Standard Work Specifications Field Guide and subsequent technical guidance; all applicable federal regulations, all applicable Office of Management and Budget (OMB) circulars; and all Tennessee Housing Development Agency's program and fiscal policies.
- A.3. The Grantee shall utilize application and other program forms and notice templates provided by THDA.
- A.4. The Grantee shall accept applications for LIHEAP Wx assistance as determined by the State, and as described in the LIHEAP Weatherization Manual.
- A.5. The Grantee shall evaluate and determine eligibility (approval or denial), and notify clients of its eligibility determination within 90 calendar days of receipt of application.
- A.6. The Grantee shall assist applicants, as needed, with the completion of their applications.
- A.7. The Grantee shall determine eligibility for assistance based on applicable federal income guidelines, and applicable policies as defined by the State.
- A.8. The Grantee shall maintain a waiting list according to State policies and procedures of eligible clients by county, for a period determined by the State, when available contract funds are expended.
- A.9. The Grantee shall submit supporting documentation to the agency's monthly invoice. Payment of the monthly invoice is contingent upon agency submission of required documentation as prescribed by the State.
- A.10. The Grantee shall not pay LIHEAP benefits directly to a client.
- A.11. The Grantee shall establish a formal process by which an individual or family who receives assistance from the Grantee may have such assistance terminated in the event that violation of program requirements occur.

- A.12. The Grantee shall employ a procedure for client appeals based on those described in the LIHEAP federal application. Furthermore, the Grantee shall ensure that the appeal procedure is explained to all potential clients.
- A.13. The Grantee shall maintain an on-going list of all units that have received weatherization services under this Grant Contract. The list is to be maintained by address and date weatherization services were provided. The list shall be maintained throughout the existence of LIHEAP Wx and for a minimum of five (5) years following the conclusion of LIHEAP Wx, regardless of whether this Grant Contract ends or is terminated or if administration of the program is moved to other state, federal, or local entities. Grantee shall check all new applications submitted against this list to establish eligibility and re-weatherization shall occur only in compliance with the Program Requirements. The list of all units weatherized shall be provided to THDA.
- A.14. The Grantee shall use, or ensure the usage of, the National Energy Audit Tool (NEAT) or the Manufactured Home Energy Audit (MHEA), or another energy audit tool as approved by THDA, to conduct pre- and post-energy audits on approved dwelling units.
- A.15. The Grantee shall limit individual unit costs to an amount not to exceed \$10,000. This limit shall not be exceeded without the express approval of THDA which may be withheld in THDA's sole discretion.
- A.16. All work on eligible units under LIHEAP Wx shall be individually bid, utilizing procurement practices that comply with state and federal requirements and in accordance with the LIHEAP Weatherization Manual.
- A.17. The Grantee shall ensure that employees who act as auditors and other entities and their employees who provide auditor or weatherization installation services in carrying out Grantee's obligations under Grant Contract complete certification, licensing, and training requirements as required to participate in and prior to any work in connection with LIHEAP Wx and to retain documentation of compliance.
- A.18. The Grantee shall utilize a THDA approved document when contracting with weatherization contractors.
- A.19. The Grantee shall ensure that any required permits are obtained and that work performed under this contract complies with applicable federal, state, and municipal laws, codes, and regulations.
- A.20. The Grantee shall continuously monitor the performance of its weatherization contractors and take appropriate action as necessary to address deficiencies in performance or to address any issues identified by THDA.
- A.21. The Grantee shall not pay the weatherization contractor until all work for a particular contract has been completed and passed inspection by Grantee. The Grantee shall not waive this requirements, in whole or in part, without THDA's consent, which consent may be withheld in THDA's sole discretion.
- A.22. The Grantee shall require appropriate staff to attend and participate in training as THDA may direct.
- A.23. The Grantee shall cooperate with all THDA, State, and Federal entities and their representatives regarding all monitoring.
- A.24. The Grantee shall repay all affected LIHEAP Wx Funds to THDA as THDA may direct in the event non-compliance with the LIHEAP Weatherization Manual and/or Program Requirements.

- A.25. The Grantee shall comply with all reporting requirements in a timely manner, with reports to be provided in a format defined by THDA. Failure to timely submit a report in the prescribed format, or submission of a partial or inaccurate report may result in the future payments being held until compliance with reporting is corrected.
- A.26. The Grantee shall enter all data related to approved applications in the THDA WAP Database. Data is to be continuously and timely entered and updated for each client from the point the application is approved until the job is completed. The Grantee shall monitor data entry for accuracy.
- A.27. The Grantee shall maintain a client file for each job selected for LIHEAP Wx with documentation to support program eligibility, the energy audit process, work performed, bid and invoice details, and contractor and auditor assignments for the specific job. This client file is to be retained for a minimum of five (5) years from the date this Grant Contract has expired, and is to be provided upon request.
- A.28. The Grantee shall maintain a current System for Award Management registration and provide documentation of such upon request.
- A.29. The State, at its discretion, may visit the Grantee at any time to review records or programs.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on September 1, 2023 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed ONE MILLION, TWO HUNDRED THIRTEEN THOUSAND, TWO HUNDRED SIXTY-SEVEN AND 67/100 DOLLARS (\$1,213,267.67) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment Reference A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Housing Development Agency
Community Programs Division – LIHEAP
Andrew Jackson Building
502 Deaderick St., Third Floor
Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Tennessee Housing Development Agency, Community Programs Division
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
 - (4) An invoice under this Grant Contract shall be presented to the State within sixty (60) days after the end of the calendar month in which the subject costs were paid or services were rendered by the Grantee. An invoice submitted more than sixty (60) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must

be signed by a Grantee agent that would be authorized to sign this Grant Contract.

- C.6. **Budget Line-items.** Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. **Disbursement Reconciliation and Close Out.** The Grantee shall submit any final invoice and a grant disbursement reconciliation report within Sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. **Indirect Cost.** Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. **Cost Allocation.** If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. **Payment of Invoice.** A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. **Non-allowable Costs.** Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

- C.12. **State's Right to Set Off.** The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. **Prerequisite Documentation.** The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State - Supplier Maintenance an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the THDA. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State - Supplier Maintenance, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the THDA the THDA-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.
- D. STANDARD TERMS AND CONDITIONS:**
- D.1. **Required Approvals.** The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. **Modification and Amendment.** This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. **Termination for Convenience.** The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. **Termination for Cause.** If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. **Subcontracting.** The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying,"

"Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. **Conflicts of Interest.** The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. **Lobbying.** The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Don Watt, Chief Programs Officer
Tennessee Housing Development
Andrew Jackson Building
502 Deaderick Street, Third Floor
Nashville, TN 37243
dwatt@thda.org
Telephone # (615) 815-2030
FAX # (615) 564-1292

The Grantee:

Ashley Cash, Executive Director
City of Memphis Division of Housing and Community Development
170 North Main Street, Memphis, TN 38103
ashley.cash@memphistn.gov
Telephone # (901) 576-7356

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. **Subject to Funds Availability.** This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. **Nondiscrimination.** The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. **HIPAA Compliance.** The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. **Public Accountability.** If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. **Public Notice.** All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

- D.14. **Licensure.** The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

- D.15. **Records.** The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. **Monitoring.** The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. **Progress Reports.** The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. **Annual and Final Reports.** The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. **Audit Report.** The Grantee shall be audited in accordance with applicable Tennessee law. If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment C.
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. **Procurement.** If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.
- The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.
- For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).
- D.21. **Strict Performance.** Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term

or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

- D.22. **Independent Contractor.** The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. **Limitation of State's Liability.** The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. **Tennessee Department of Revenue Registration.** The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. **Charges to Service Recipients Prohibited.** The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35 **Confidentiality of Records.** Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. **Conflicting Terms and Conditions.** Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. **Environmental Tobacco Smoke.** Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.3. **Personally Identifiable Information.** While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where

the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

- E.4. Work Papers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.
- E.5. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F. R. § 60-1.4 as that section is amended from time to time during the term.
- E.6. Clean Air Act and Federal Water Pollution Control Act. As a condition for receipt of funds, the Grantee agrees to comply with the Clean Air Act, 42 U.S.C. § 7401 *et seq.* and the Federal Water Pollution Control Act, 33 U.S.C § 1251 *et seq.*, as those sections are amended from time to time during the term. Violations must be reported to the [U.S. Department of Health and Human Services] and the Region 4 Office of the Environmental Protection Agency.
- E.7. Americans with Disabilities Act. The Grantee must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: <http://www.ada.gov>.
- E.8. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.

- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
- i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

IN WITNESS WHEREOF,

CITY OF MEMPHIS DIVISION OF HOUSING AND COMMUNITY DEVELOPMENT

ASHLEY CASH, DIVISION DIRECTOR

DATE

PAUL YOUNG, CITY OF MEMPHIS MAYOR

DATE

TANNERA GIBSON, CHIEF LEGAL OFFICER/CITY ATTORNEY

DATE

ATTEST:

COMPTROLLER

DATE

[THDA SIGNATURE PAGE]

TENNESSEE HOUSING DEVELOPMENT AGENCY:

DocuSigned by:

Rebecca Carter
E11BEF854B534CF

3/26/2024 | 1:11 PM CDT

REBECCA CARTER, DIRECTOR OF COMMUNITY SERVICES

DATE

**ATTACHMENT A
LIHEAP Wx Budget**

Subgrantee: City of Memphis Division of Housing and Community Development

Contract Number: LIHEAPWX23-26

Cost Category	Amount	Justification/Comments	Sum
A. Administrative			
1. Salaries	\$ -		\$ 68,449.13 -
2. Benefits	\$ -		\$ 17,112.28 -
3. Indirect Cost	\$ -		\$ 10,000.00 -
4. Supplies	\$ -		\$ 1,500.00 -
Administrative Total:	\$ -	8% cap	\$ 97,061.41 -
B. Program Support			
1. Salaries	\$ -		\$ 97,061.41 -
2. Fringe	\$ -		\$ 24,265.35 -
Program Support Total:	\$ -	10% cap	\$ 121,326.76 -
C. Program Operations			
1. Weatherization Services - Contracted Jobs	\$ -		\$ 891,329.50 -
2. Vehicles – Mileage, Maintenance, Ins.	\$ -		\$ 550.00 -
3. Supplies & Equipment	\$ -		\$ 12,000.00 -
4. Energy Audits & Inspections	\$ -		\$ 91,000.00 -
Program Ops Total:	\$ -		\$ 994,879.50 -
Total Budget:			\$1,213,267.67

ATTACHMENT B

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	City of Memphis
Subrecipient's Unique Entity Identifier (SAM)	LSWERD3XLNU8
Federal Award Identification Number (FAIN)	2302TNLIEA
Federal award date	10/01/2022
Subaward Period of Performance Start and End Date	09/01/2023-08/31/2024
Subaward Budget Period Start and End Date	09/01/2023-08/31/2024
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.568 Low-Income Home Energy Assistance
Grant contract's begin date	09/01/2023
Grant contract's end date	08/31/2024
Amount of federal funds obligated by this grant contract	\$1,213,267.67
Total amount of federal funds obligated to the subrecipient	To be determined based on county poverty levels
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$64,873,441.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	LIHEAP WEATHERIZATION ASSISTANCE
Name of federal awarding agency	US Department of Health and Human Services
Name and contact information for the federal awarding official	Lauren Christopher, Director Administration for Children and Families 370 L'enfant Promenade, S.W. Washington, DC 20447
Name of pass-through entity	Tennessee Housing Development Agency
Name and contact information for the pass-through entity awarding official	Don Watt, Chief Programs Officer 502 Deaderick Street, Third Floor Nashville, TN 37243
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

ATTACHMENT C

Parent Child Information

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number:

Is City of Memphis Division of Housing and Community Development a parent? Yes No

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is City of Memphis Division of Housing and Community Development a child? Yes No

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

**Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243**

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____

ORDINANCE NO. _____

AN ORDINANCE TO AMEND AND RESTATE REFERENDUM ORDINANCE 5862
THAT PROPOSED AN AMENDMENT TO THE CHARTER OF THE CITY OF MEMPHIS
TO MODIFY THE EXISTING REQUIREMENTS FOR QUALIFICATIONS FOR MAYOR
AND THE CITY COUNCIL MEMBERS OF THE CITY OF MEMPHIS

WHEREAS, the qualified voters of the City approved Referendum Ordinance No. 1852 on November 6, 1966, changing the form of government from a Mayor Commission form of government to a Mayor-Council form of government in order to implement Home Rule as permitted by Article XI, Section 9 of the Tennessee Constitution (“Home Rule Charter”); and

WHEREAS, the Home Rule Charter expressly provided in Section 1 thereof specific qualifications for members of the City Council and expressly provided in Section 4 thereof that “[t]hat the qualifications of the Mayor shall be the same as those required herein for members of the Council...”; and

WHEREAS, the Home Rule Charter did not provide any other separate and independent qualifications for the Office of Mayor in addition to those provided in Sections 1 and 4 thereof; and

WHEREAS, the Home Rule Charter expressly repealed all laws in conflict with its provisions; and

WHEREAS, the qualified voters of the City approved an amendment to the City’s Home Rule Charter by Referendum Ordinance No. 4346 on November 5, 1996, in which the qualifications of members of the Council in Section 1 of the Home Rule Charter were expressly repealed and replaced with the requirement “[t]hat each Council Member shall be a resident, as defined by State election laws, of the City and of the District from which he or she is elected.”; and

WHEREAS, Referendum Ordinance No. 4346 did not amend or repeal the qualifications for the Mayor as set forth in Section 4 of the City’s Home Rule Charter; and

WHEREAS, the City’s Home Rule Charter does not presently provide qualifications for the Mayor that are separate and independent from the qualifications for Council Members; and

WHEREAS, it is desired by the Memphis City Council that the City of Memphis Charter be amended by ordinance as provided by Article XI, Section 9 of the Constitution of the State of Tennessee (Home Rule Amendment) for the purpose of amending the existing qualifications for the office of Mayor and replacing the existing qualifications with the requirement that no person shall be elected Mayor unless he or she the person shall have been a bona fide resident of the City of Memphis for at least one (1) year preceding the date of the municipal election for Mayor; and

WHEREAS, Referendum Ordinance No. 5862 was approved by the Memphis City Council on July 11, 2023, to be published and submitted by the City of Memphis to its qualified voters during the general election on August 1, 2024; and

WHEREAS, it is the intent of the Council to amend and restate Referendum Ordinance No. 5862 to be published and submitted by the City of Memphis to its qualified voters during the state general election on November 5, 2024.

Section 1. Proposed Amendment Authorized.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS, TENNESEE, That pursuant to Article XI, Section 9 of the Constitution of the State of Tennessee, as amended, a proposal for amending the Charter of the City, as set forth in this ordinance, shall be published and submitted by the City of Memphis to its qualified voters at the first general state election held in the City of Memphis at least sixty (60) days after such publication.

Section 2. Publication of Home Rule Amendment as required by Tennessee Constitution.

BE IT FURTHER ORDAINED, That the Comptroller is hereby directed to cause this Ordinance, as finally adopted, to be published pursuant to provisions of Article XI, Section 9 of the Constitution of the State of Tennessee immediately after adoption by the City Council.

Section 3. Certification and Delivery to Election Commission.

BE IT FURTHER ORDAINED, That upon the adoption of this Ordinance becoming effective as required by law, the Comptroller of the City of Memphis shall immediately certify adoption of this Ordinance and deliver a certified copy thereof to the Shelby County Election Commission in charge of holding the General State Election on November 5, 2024, and shall request that the proposed amendment to the Home Rule Charter of the City of Memphis, in the preferred form set forth in this Ordinance, be placed on the ballot.

Section 4. Proposal and preference.

BE IT FURTHER ORDAINED, That the City Council does hereby adopt the suggested proposal and form of question to be placed on the ballot for a referendum vote on a Home Rule Amendment to the Charter of the City of Memphis in a General State Election to be held on the 5th day of November, 2024, which question shall read as follows:

“Shall the Charter of the City of Memphis be amended to read:

- A. ‘No person shall be eligible for the office of Mayor who is not at least eighteen (18) years of age, and who has not been a bona fide resident of the City of Memphis for at least two (2) years preceding the date of the municipal election for Mayor, or who at the time of his election and qualification holds any other office, or who is directly or indirectly interested in any contract with the City.’
- B. ‘No person shall be eligible for any office of the City Council who is not at least eighteen (18) years of age, and who has not been a bona fide resident of the City of Memphis for at least two (2) years preceding the date of the municipal election.’
- C. ‘All existing provisions of the Charter that establish qualifications for the Mayor are hereby expressly repealed.’?”

I, Walter Person, Director of Finance for the City of Memphis do hereby certify that the foregoing amendment shall have no impact on the annual revenues and expenditures of the City.

FOR THE AMENDMENT	(YES) _____
-------------------	-------------

AGAINST THE AMENDMENT	(NO) _____
-----------------------	------------

Section 5. Effective Date of Charter Amendment.

BE IT FURTHER ORDAINED, That this Ordinance shall take effect for the purposes set forth herein sixty (60) days after approval by a majority of the qualified voters voting thereon in an election to be held on the 5th day of November, 2024, the public welfare, requiring it.

Section 6. Certification of Results.

BE IT FURTHER ORDAINED, That the Shelby County Election Commission certify the result of said election on the referendum question to the Comptroller of the City of Memphis, who shall see that said result is made a part of the Minutes of the Council of the City of Memphis.

Section 7. Nonconflicting - Conflicting Laws.

BE IT FURTHER ORDAINED, That from and after the effective date of this Home Rule Amendment, all laws constituting the present Charter of the City of Memphis in conflict with the subject matter of this amendatory Home Rule Ordinance shall be immediately annulled, vacated, and repealed and all laws constituting the present Charter of the City of Memphis not in conflict with this amendatory Home Rule Ordinance, be and the same are here continued in full force and effect.

Section 8. Severability.

BE IT FURTHER ORDAINED, that if any clause, section, paragraph, sentence or part of this Ordinance shall be held or declared to be unconstitutional and void, it shall not affect the remaining parts of this Ordinance, it being hereby declared to be the legislative intent to have passed the remainder of this Ordinance notwithstanding the parts so held to be invalid, if any.

Section 10. Publication as Required by the City Charter.

BE IT FURTHER ORDAINED, that this Ordinance shall also be published by the Comptroller at the same time and manner as required by the City's Charter for all ordinances adopted by the City Council.

Section 11. Enactment of Referendum Ordinance.

BE IT FURTHER ORDAINED, that the adoption of this Referendum Ordinance shall take effect from and after the date it shall have passed by the Council, signed by the Chairman of the Council, certified and delivered to the Office of the Mayor in writing by the Comptroller, and become effective as otherwise provided by law.

SPONSOR(S):

JB Smiley, Jr.

JB Smiley, Jr.
CHAIRMAN

REFERENDUM ORDINANCE NO. _____

A REFERENDUM ORDINANCE TO AMEND AND RESTATE ARTICLE 65, SECTIONS 667 AND 668 OF THE HOME RULE CHARTER OF THE CITY OF MEMPHIS, AS AMENDED, RELATIVE TO THE COMPOSITION OF THE BOARD OF COMMISSIONERS OF MEMPHIS LIGHT, GAS AND WATER DIVISION PURSUANT TO ARTICLE XI, § 9 OF THE CONSTITUTION OF THE STATE OF TENNESSEE (HOME RULE AMENDMENT)

WHEREAS, under Article 65, Section 667 of the City of Memphis Charter, the Memphis Light, Gas and Water Division Board of Commissioners (“Board of Commissioners”) is comprised of 5 voting members; and

WHEREAS, under Article 65, Section 668 the City of Memphis Home Rule Charter, the members of the Board of Commissioners are appointed by the Mayor of Memphis, subject to approval by the Memphis City Council; and

WHEREAS, in 1983, members of the Board of Commissioners became required to live and reside in the City of Memphis pursuant to Home Rule Ordinance 3286, effective 1983, which stated in pertinent part “all member members of the various City of Memphis boards and commissions, excluding joint city-county boards and commissions, shall be required to live and maintain a residence within the limits of the City of Memphis”: and

WHEREAS, Memphis Light, Gas and Water Division (“MLGW”) provides electric, natural gas and water utility services to ratepayers within the boundaries of Shelby County, Tennessee with approximately one-third (1/3) of its ratepayers being located outside the boundaries of the City of Memphis; and

WHEREAS, it is in the best interest of the ratepayers for the Board of Commissioners to include representation of all the MLGW ratepayers; and

WHEREAS, a seven member Board of Commissioners, made up of five persons who live in the City of Memphis, and two members who reside outside of the boundaries of the City of Memphis, will provide for representation of all the ratepayers; and

WHEREAS, the MLGW Board of Commissioners recommends that the Board be comprised of seven (7) voting members, with at least 2 of the 7 members of the Board of Commissioners being residents outside of the boundaries of the City of Memphis, to be appointed by the Mayor of Memphis Appointment in consultation with the Mayor of Shelby County and the mayors of the suburban cities of Arlington, Bartlett, Collierville, Germantown, Lakeland, and Millington, and subject to approval by the Memphis City Council; and

WHEREAS, this amendment would not alter any authority held by the MLGW board of commissioners or the Memphis City Council; and

WHEREAS, it is deemed advisable to allow the citizens of Memphis to decide whether to amend the Charter and allow two additional voting members on the MLGW board of commissioners who reside outside of the city;

Section 1. Proposed Amendment and Authorization.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS, TENNESSEE, That pursuant to Article XI, Section 9 of the Constitution of the State of Tennessee, as amended, a proposal for amending the Charter of the City, as set forth in this ordinance, shall be published and submitted by the City of Memphis to its qualified voters at the first state general election, which shall be held in the City of Memphis on November 5, 2024, and which shall be held at least sixty (60) days after such publication.

BE IT FURTHER ORDAINED, That the proposed Charter Amendment of Article 65, Sections 667 and 668 shall read as follows:

The Memphis light, gas and water division shall consist of a board of Light, Gas and Water Commissioners composed of seven members. Five of the members shall be required to live and maintain a residence within the City of Memphis and two of the members shall be required to live and maintain a residence outside of the boundaries of the City of Memphis but within Shelby County. The Mayor shall consult with the mayors of the other incorporated municipalities in Shelby County prior to naming the appointees residing outside of the city limits. All Commissioners shall be appointed by the Mayor of the City of Memphis and shall be subject to approval by the Memphis City Council.”

Section 2. Publication of Home Rule Amendment as required by Tennessee Constitution.

BE IT FURTHER ORDAINED, That the Comptroller is hereby directed to cause this Ordinance, as finally adopted, to be published pursuant to provisions of Article XI, Section 9 of the Constitution of the State of Tennessee immediately after adoption by the City Council.

Section 3. Certification and Delivery to Election Commission.

BE IT FURTHER ORDAINED, That upon the adoption of this Ordinance becoming effective as required by law, the Comptroller of the City of Memphis shall immediately certify adoption of this Ordinance and deliver a certified copy thereof to the Shelby County Election Commission in charge of holding the general state election on November 5, 2024, and shall request that the proposed amendment to the Home Rule Charter of the City of Memphis, in the preferred form set forth in this Ordinance, be placed on the ballot.

Section 4. Proposal and preference.

BE IT FURTHER ORDAINED, That the City Council does hereby adopt the suggested proposal and form of question to be placed on the ballot for a referendum vote on a Home Rule Amendment to the Charter of the City of Memphis in a State General election to be held on the 5th day of November, 2024, which question shall read as follows:

“Shall Article 65, Sec. 667 and 668 of the Home Rule Charter of the City of Memphis be amended to read as follows:

‘The Memphis light, gas and water division shall consist of a board of Light, Gas and Water Commissioners composed of seven members. Five of the members shall be required to live and maintain a residence within the City of Memphis and two of the members shall be required to live

and maintain a residence outside of the boundaries of the City of Memphis but within Shelby County. The Mayor shall consult with the mayors of the other incorporated municipalities in Shelby County prior to naming the appointees residing outside of the city limits. All Commissioners shall be appointed by the Mayor of the City of Memphis and shall be subject to approval by the Memphis City Council.’ ?”

I, Walter Person, Interim Director of Finance for the City of Memphis, do hereby certify that the foregoing amendment shall have no impact on the annual revenues and expenditures of the City.

FOR THE AMENDMENT	(YES)
AGAINST THE AMENDMENT	(NO)

Section 5. Operative Date of Charter Amendment.

BE IT FURTHER ORDAINED, That the Charter Amendment proposed by this Ordinance shall take effect and become operative for the purposes set forth hereinafter sixty (60) days after approval by a majority of the qualified voters voting thereon in an election to be held the 5th day of November, 2024, the public welfare requiring it.

Section 6. Certification of Results.

BE IT FURTHER ORDAINED, That the Shelby County Election Commission certify the result of said election on the referendum question to the Comptroller of the City of Memphis, who shall see that said result is made a part of the Minutes of the Council of the City of Memphis.

Section 7.

BE IT FURTHER ORDAINED, That the Mayor be and hereby is authorized to appropriate and expend a sum sufficient to pay a pro-rata cost attributable to the inclusion of the proposed amendment on the ballot for the election to be held on the 5th day of November, 2024, if any;

Section 8. Nonconflicting – Conflicting law.

BE IT FURTHER ORDAINED, That from and after the effective date of this Home Rule Charter Amendment all laws constituting the present Charter of the City of Memphis in conflict with the subject matter of this mandatory Home Rule Charter Amendment shall be immediately annulled, vacated, and repealed and all laws constituting the present Charter of the City of Memphis not in conflict with the amendatory Home Rule Ordinance, be and the same here continued in full force and effect.

Section 9. Severability.

BE IT FURTHER ORDAINED, that is any clause, section, paragraph, sentence or part of this Ordinance shall be held or declared to be unconstitutional and void, it shall not effect the remaining parts of this Ordinance, it being hereby declared to be the legislative intent to have passed the remainder of this Ordinance notwithstanding the parts so held to be invalid, if any.

Section 10. Publication as required by the Charter.

BE IT FURTHER ORDAINED, that this Ordinance shall also be published by the Comptroller at the same time and manner as required by the City Charter for all ordinances adopted by the City Council.

Section 11. Enactment of Referendum Ordinance.

BE IT FURTHER ORDAINED, that the adoption of this Referendum Ordinance shall take effect from and after the date it shall have passed by the Council, signed by the Chair of the Council, certified and delivered to the Office of the Mayor in writing by the Comptroller, and become effective as otherwise provided by law.

SPONSOR: Dr. Jeff Warren

JB SMILEY JR.
CHAIRMAN