INFORMATIONAL BOOKLET: PILOT'S IN MEMPHS & SHELBY COUNTY

Submitted March 23, 2021

ABSTRACT

This booklet provides information regarding the entities within Memphis and Shelby County, TN that issue PILOT's as Tax Incentives for Business and Real Estate Development.

Compilation by: Memphis City Council & Shelby County Board of Commissioners Staff

JOINT SESSION FOR MEMPHIS CITY COUNCIL & SHELBY COUNTY BOARD OF COMMISSIONERS

Pilot's Incentives in Memphis and Shelby County, TN

Location: Virtual Meeting
Date: Thursday, March 25, 2021
Time: 2:00PM-6:00PM

I. Welcome (5 minutes)
Commission Chairman Eddie S. Jones, Jr.
Council Chairman Frank Colvett, Jr.

II. Introductions/Acknowledgements (10 minutes)

Shelby County Mayor Lee Harris, City Mayor Jim Strickland, Shelby County Board Commissioners &Memphis City Council Members

III. Presentation I: Downtown Memphis Commission (1 hour 15 minutes including Q&A)

Presenters: Ray Brown, Interim DMC President & CEO
Paul Young, DMC President & CEO

IV. Presentation II: Economic Development Growth Engine (1 hour 15 minutes including Q&A)

Presenter: Reid Dulberger, President and Chief Economic Officer

V. Presentation III & IV: Shelby County and Memphis Health, Education and Housing Boards (45 Minutes including Q&A)

Presenter: Stephen Anderson, Attorney Farris & Bobango, PLLC.
Shelby County Health, Education & Housing Board

Presenters: Martin Edwards & Stephanie Wright, Representatives Memphis Health, Education and Housing Board

VI. Final Thoughts/Next Steps (30 Minutes):
Council Chairman Frank Colvett, Jr.
Commission Chairman Eddie S. Jones, Jr.

Memphis Health Education and Housing Facility Board

Shelby County Health Education and Housing Facility Board

Commissioners, Please refer to Report submitted by Stephen Anderson January 2021.

The Health, Educational and Housing Facility Board of the City of Memphis, TN

PILOT Program Overview

1. Brief overview of the HEHFB: The Mission of the Board is to identify, structure and finance solutions to meet the health, educational and affordable housing needs of the greater Memphis area. The PILOT Program is a financial incentive designed to encourage new construction and substantial rehabilitation of affordable multi-family housing through significant tax relief for qualifying properties located within the limits of the City of Memphis, TN. Success metrics used by the Board and staff include tenant benefits and compliance monitoring for each project, which are monitored by a third-party compliance inspector, as well as Board staff, in addition to occupancy, which is reported to Board staff quarterly.
2. Generic project decision tree:
    a. Pre-Submittal Conference: A mandatory meeting used to acquaint all parties with the scope of the Project application process, basic eligibility requirements, tenant benefit compliance requirements, overall PILOT policies and any related issues.
    b. Submittal of Application: Application must be submitted a minimum of four (4) weeks prior to the Board meeting at which it will be considered. One hard copy and one electronic copy is required for each application submission.

        I. The PILOT Application Fee is defined as a non-refundable minimum fee (subject to change as determined by the Board), due and payable upon submission of the application, per project and currently calculated on the following basis:

- $3,000 for all Projects with total project costs of less than $5,000,000;
- $4,000 for all Projects with total project costs of $5,000,000-$10,000,000;
- $5,000 for all Projects with total project costs of $10,000,000-$15,000,000; and
- $6,000 for all Projects with total project costs greater than $15,000,000.

        II. Board Review and Approval: Applicants may be permitted to present to the Board after staff evaluation and review and based on recommendation by the PILOT Committee. Board meetings are generally held the first Wednesday of each month at the office of the Board. The Board will deliberate on all applications and render its decision(s) on all applications.

        III. Closing: If a project is approved by the Board, the Board's General Counsel will prepare and distribute required PILOT documentation and upon receipt of all required documents will arrange a PILOT closing at which time regulatory and compliance agreements will be

executed, all required legal documents will be duly recorded with the Shelby County Register's Office, and all required recorded documents will be files with the Shelby County Assessor and the City and Shelby County taxing authorities and removed from the tax rolls for the complete term of the PILOT.

I. The PILOT Closing Fee charged by the Board for a ten (10) year PILOT is assessed at one percent (1%) of the Total Project Cost (defined herein and subject to change as determined by the Board), plus applicable attorney fees and filing fees. In addition, the PILOT Closing Fee shall be increased by a minimum ten (10) basis points for each additional year of the PILOT term beyond the initial ten (10) year term (subject to change as determined by the Board). For purposes of assessing the amount of the PILOT Closing fee, Total Project Costs shall mean all costs except property appraisals, market studies, environmental studies, monitoring fees and rent-up costs. In addition, Total Project Costs shall not include project reserves and capitalized interest. The Board PILOT Closing Fees are assessed and due and payable at Closing.

II. PILOT Monitoring and Compliance Fees: PILOT Monitoring and Compliance fees are assessed annually on each PILOT property to assist in defraying the costs of ongoing monitoring and compliance with the Board's PILOT program guidelines. Each PILOT property is currently charged at the rate of $12 per unit per year.

3. Explanation of how a PILOT works: The HEHFB PILOT Program is a financial incentive designed to encourage new construction and substantial rehabilitation of affordable multi-family housing through significant tax relief for qualifying properties located within the limits of the City of Memphis, TN. Compliance monitoring and tenant benefits are used to revitalize communities and provide safe, quality, affordable housing to low-income residents through an HEHFB PILOT.

Compliance/Monitoring

It is the central purpose of this program to benefit low- and moderate-income tenants. As a result, properties included in this tax relief program are subject to quarterly reporting and monitoring requirements for compliance with both the terms of this program and with other fair housing practices. Each approved applicant will submit periodic reports to the Board to ensure compliance with PILOT program requirements. Said compliance requirements will be provided in the pre-submittal conference. **The costs of the compliance and monitoring services shall be the responsibility of the Applicant. The compliance and monitoring by the Board may be provided by a third-party vendor, and will include, but is not limited to, tracking on a quarterly basis of the following (as may be amended by the Board)**:

1. Total amount of the tax benefit earned by PILOT;
2. Total value of tenant benefit generated by PILOT; (Evidence of benefit pass-through);
3. Evidence of percentage of tenants whose income falls within 50% or 60% of the area median income;
4. Evidence of general liability insurance renewals with the Board listed as an additional insured;
5. Receipt of a final title insurance policy;
6. Status of management contract, including current emergency contact information;
7. Receipt and Status of latest U.S. Department of Housing and Urban Development REAC inspection report and/or any other related third-party report, if applicable; and
8. Written disclosure to the Board within five (5) business days of any known violations of the Memphis and Shelby County Building Codes.

Additionally, the Board will conduct an annual onsite lease file review and property inspection. This will include any observable violations of the Memphis and Shelby County Building Codes. If after review, any Project is found to be deficient in complying with the Board's PILOT standards the following procedure will apply:

A. The Applicant will receive a written Deficiency Notice from the Board staff, including a list of deficiencies.

B. The Applicant will be allowed thirty (30) days from the date of the Deficiency Notice to cure the listed deficiencies; and if, for any reason, the deficiencies cannot be cured within the thirty (30) day period, an acceptable cure plan shall be submitted and must be accepted by the Board within the thirty (30) day period from the date of the Deficiency Notice.

C. If the thirty (30) day period ends without cure or an acceptable cure plan being approved by the Board, the matter will be transferred to the Board's general counsel for legal proceedings pursuant to the PILOT Lease. The Board's general counsel will immediately send a written Notice of Default, pursuant to Section 5.1 (b) of the PILOT Lease, which will provide for a cure period as provided in the PILOT Lease within which to redress any and all deficiencies. If all deficiencies are not cured or an acceptable cure plan has not been accepted by the Board for good cause shown within the cure period as provided in the PILOT Lease, the PILOT will be considered in material default and upon recommendation of the PILOT Committee, the PILOT will be subject to immediate termination by the Board and the property will be immediately restored to the tax rolls at its full current assessed values.

D. The Board's decision will be final and non-appealable.

SUMMARY OF THE REPORT

The Health, Educational and Housing Facility Board of the County of Shelby, Tennessee (hereinafter the "Board") is a public corporation authorized by the laws of the State of Tennessee. T.C.A. Section 48-101-301 et seq. (the "**Act**") which is found under **Tab B**. The Board was incorporated in 1969 as shown by the Board's **charter** found under **Tab C**, which was approved by the Commission's predecessor. The Board has adopted Policies and Procedures which are found under **Tab D**.

The Board constitutes a public instrumentality of Shelby County (the "County") for the purposes, among others, of (A) assisting **hospital institutions** to provide facilities and structures with respect to the development and maintenance of the public health and thereby providing the people of the County with access to adequate medical care and hospital facilities whether for profit or not for profit, for the improvement and maintenance of their welfare, prosperity, health and living conditions; (B) assisting **educational institutions** to provide facilities and structures with respect to the development and maintenance of public and private education (including education for physically or mentally retarded individuals) and thereby providing the people of the County with access to adequate educational facilities for the improvement and maintenance of their welfare, prosperity, health and living conditions; and (C) financing safe and sanitary public or private **multi-family housing projects to be used by low-income and/or moderate-income persons, and/or elderly or handicapped persons** in order to increase the commerce, welfare and prosperity and the improvement and maintenance of the health and living conditions of the people of the County.

The Board is authorized by the Act to issue revenue bonds payable solely from the revenues and receipts from the applicable project and secured by a pledge of said revenues and receipts and a mortgage on any land, buildings, improvements, furnishings and equipment so acquired.

Only the Board has been actively involved in the financing of hospital institutions and educational institutions. **Industrial Development Boards ("IDBs") may only finance for-profit hospital institutions. IDBs cannot finance not-for-profit hospitals such as Methodist Le Bonheur Healthcare, Baptist Healthcare or St. Jude** as the Board has done over the years. See the enclosed **List of Bond Issues** under **Tab E**. While IDBs can finance educational institutions **only the Board has actually financed educational institutions** as shown on the List of Bond Issues under **Tab E**.

While the Board is an instrumentality of the County, **neither the County, the State, nor any political subdivision thereof shall be liable in any event for the payment of the principal of, or premium or interest on the Bonds** or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever undertaken by the Board and none of the Bonds nor any of the Board's agreements or obligations shall be construed to constitute an indebtedness of the County, the State or any political subdivision thereof within the meaning of any constitutional or statutory provisions whatsoever. **The Board has no taxing power.**

The Board is composed of nine members appointed by the Board of County Commissioners from individuals nominated by the County Mayor. Members of the Board serve staggered six-year terms. The **List of Currently Active Board Members** is found under **Tab F**.

The Board's Charter authorizes it to exercise all the powers and authority of Health, Educational and Housing Facilities Corporations as set forth in the Act and the Board intends that the scope of its authorized activities be as broad as is permitted under the laws of the State of Tennessee.

> The (board) is hereby declared to be performing a public function in behalf of the municipality with respect to which the (board) is organized and to be a public instrumentality of such municipality. Accordingly, the (board) and all properties at any time owned by it and the income and revenues therefrom and all bonds issued by it and the income therefrom shall be exempt from all taxation in the State of Tennessee.

Until a 1998 amendment to the Act, the Board could take title to property and exempt it from all property taxes but the Board did not have the authority to impose a payment in lieu of taxes ("PILOT") on a project. **The 1998 amendment authorized the Board to enter into a PILOT lease on a project *but only with the prior consent* of the Shelby County Board of Commissioners and/or the Shelby County Mayor.**

It is commonly assumed that property owned by charitable organizations is exempt from property taxation. This assumption is incorrect in the State of Tennessee. While hospitals, educational institutions and churches may often obtain property tax exemptions, nursing homes, low- and moderate-income multifamily projects and assisted living facilities are seldom if ever exempted from property taxation in the State of Tennessee. Other states often exempt property owned by charitable organizations.

The Board should not be confused with the City of Memphis Health Educational and Housing Facility Board (the "City HEHFB"). The City HEHFB has a robust PILOT program for housing projects. Its PILOTs affect both City and County property taxes but the Shelby County Board of Commissioners has no input into its operations or PILOTs. The City HEHFB has not been active in financing hospital or educational facilities.

The Board holds title to a total of seven projects listed on the List of Current Properties Owned by the Board and PILOTs under **Tab G. The Board does not take title to any property without the prior consent of the Shelby County Board of Commissioners and/or the Shelby County Mayor.**

Shelby County Office of the Assessor

TAX INCENTIVES & BURDEN PER CAPITA (PILOTS/TIFS)

Estimated Tax Incentive Burden in 4 Most Populous TN Counties

Prepared by Shelby County Trustee - 3-12-2021

COUNTIES BY BURDEN	2020 Population	2020 Estimated Property Taxes Foregone due to Incentives	Tax Incentive Burden Per Capita	Government Type
Shelby	937,967	$42,213,302	$45.01	Separate City &County Govts
Hamilton	371,315	$10,804,147	$29.10	Separate City &County Govts
Davidson	697,772	$9,743,729	$13.96	METRO
Knox	474,368	$1,824,804	$3.85	Separate City &County Govts

COUNTY TAX INCENTIVES*	PILOT / TIF Count	2020 Estimated Property Taxes Foregone due to Incentives
Shelby PILOTS	493	$35,794,168
Shelby TIFS	7	$6,419,134
Hamilton PILOTS	44	$10,676,727
Hamilton TIFS	2	$127,420
Davidson/METRO	11	$9,743,729
Knox	64	$1,824,804

The Double-Edged Sword of Economic Development Incentives

By Rachel Barkley

State and local governments can be in stiff competition with international locations, other states, and even neighboring jurisdictions for development.

Economic development incentives are offered to some degree by almost every state and can play a key part in state and local government's ability to compete for business relocations and expansions. Lately, they've been used to an increasing degree to spread economic activity to underdeveloped areas, diversify the economy, or increase the concentration of a perceived in-demand industry, with 12 states mentioning some type of incentive in their 2018 State of the State addresses.[1]

States and local governments can be in stiff competition with international locations, other states, and even neighboring jurisdictions. On a theoretical level, incentives lead companies to either expand or relocate in a particular area. On a local level, these companies generate jobs and pay property taxes, while they contribute to corporate income and sales tax contributions for states. Depending on the size of the companies and the concentration of the sectors in the area, they may also drive the location of similar companies or complimentary enterprises, such as suppliers, due to benefits from agglomeration.

This can, in certain cases, lead to an escalation or bidding war among competing jurisdictions, as seen on a grand scale currently with cities competing for the upcoming Amazon secondary headquarters (HQ2). It also occurs on a local level between neighboring jurisdictions, in instances that are not as widely reported. Frisco, Texas, was recently forced to increase its incentive package for Rockwell Collins, a defense contractor, with an additional $400,000 grant after the nearby City of Plano put in a competing offer to house the company's planned expansion.[2]

The amount of incentives granted in any year varies greatly, based on who is measuring them and what is included. The Upjohn Institute has found that incentives for exporting industries totaled $45 billion in 2015 alone,[3] while other studies have found total incentives to range from $65 billion[4] to $90 billion annually.[5] However they are measured, the general trend of incentives seems to be increasing, with incentives more than tripling since 1990.[6] In Texas alone, municipal economic development corporations increased their annual incentives granted increased by 53 percent from 2007 to $139 million in 2015.[7] Incentives may take the form of property tax abatements, job creation tax credits, research and development tax credits, grants, customized job training, and infrastructure, with property tax abatements and job creation tax credits being the most commonly awarded incentive in recent years.[8]

These incentives can have a direct impact on budgets. The State of Michigan's $454 million fiscal 2015 general Fund gap was driven by business tax credits.[9] The costs of these credits had increased by more than $200

Joint Meeting Memphis City Council and Shelby County Commission Page 7
March 25, 2021

million annually from original projections and are slated to continue until 2032, despite the program being closed since 2011.[10]

Numerous academic studies have been undertaken to identify the impact of incentives on economic development. Unfortunately, the results are mixed, leading to no clear consensus.

ARE THEY EFFECTIVE?

As these incentives affect government finances, it makes sense to study their effectiveness. Numerous academic studies have been undertaken to identify the impact of incentives on economic development. Unfortunately, the results are mixed, leading to no clear consensus.[11] (See Exhibit 1.)

The Upjohn Institute has found that incentives can positively influence corporate location decisions to some degree.[12] The ability to influence location decisions decreases as the availability of incentives often ranks below other concerns for corporate executives. In terms of site selection, tax exemptions rank fifth below highway accessibility, labor costs, the availability of skilled labor, and quality of life in importance, while other state and local incentives rank ninth.[13]

The importance of other factors in site selections was seen earlier this year when the State of North Carolina offered $1.5 billion in incentives in hopes to win a Toyota-Mazda auto plant, which chose instead to locate the facility in the State of Alabama, which provided $380 million in incentives.[14]

Historically, however, when incentives have affected firm location decisions, they often haven't led to a positive return on investment for governments due to the awards not being strategically targeted.[15] A recent study by the University of Texas, Austin, which evaluated state incentive programs in Maryland and Virginia, supports these findings. Both states monitor incentive firms on an ongoing basis and have the ability to cancel incentive agreements and claw back awards if job creation milestones are not met. As a whole, incentivized firms were found to generate no additional jobs, compared to non-incentivized firms.[16] The relative ineffectiveness of the programs were found to be due to how they were awarded, as roughly 70 percent of the firms receiving incentives had already decided to locate or expand in that particular area.

Incentives that have been shown to be more effective are those strategically targeted to industries, especially industries that increase international trade.[17] Brookings echoes this in a recent review of city economic development incentives, finding cities would be best served by targeting incentives to increase their comparative advantage, innovation, productivity, wage gains, and trade activity.[18]

THE EVOLUTION OF INCENTIVES

Based on the critiques on the value of incentives, many state and local governments have implemented screening processes to increase the value these programs add. As seen in Virginia and Maryland, many governments now tie incentives to certain criteria being met over a period of time, such as a set level of jobs created or employee payroll, and allow for awards to be clawed back in the event these benchmarks are not met. Between 2015 and 2016, 13 states passed laws requiring incentives to be evaluated on a regular basis,[19] while Connecticut and Pennsylvania passed legislation in 2017. The State of Connecticut now requires lawmakers to hold hearings every three years to address findings of incentive evaluations, while the State

Exhibit 1: Area Development's 2017 Corporate Site Selection Factors Survey Results

Ranking Factor Respondents	Percent
Highway Accessibility	91.3%
Labor Costs	91.1%
Availability of Skilled Labor	88.8%
Quality of Life	87.2%
Tax Exemptions	85.9%
Occupancy or Construction Costs	85.9%
Proximity to Major Markets	84.6%
Corporate Tax Rate	83.2%
State and Local Incentives	81.3%
Available Land	76.9%

Source: Area Development

Joint Meeting Memphis City Council and Shelby County Commission March 25, 2021 Page 8

of Pennsylvania will now require the Independent Fiscal Office to review all tax credits at least one every five years.

To improve effectiveness, there is also a trend toward targeting incentives to certain industries that have high average wages or have been shown to have large spill-over effects. The high-tech industry, particularly, fits both of these criteria, including a 6:1 spillover effect, producing six total local jobs for each industry job created.[20] Based on a review of four major U.S. local governments (Cincinnati, Indianapolis, Salt Lake County, and San Diego), advanced industries with concentrated efforts in research and development and science, technology, engineering, and mathematics (STEM) have received 33 percent of incentives, while accounting for only 20 percent of economic output.[21] San Diego especially stands out in this regard. Between 2012 and 2016, 64 percent of its incentives went to advanced industries, which account for 21 percent of area economic output. These four local governments were also found to grant incentives to industries that have average wages well above the area median.

Additionally, states are targeting incentives geographically in order to increase development in certain underdeveloped areas. The State of North Carolina divides its counties into tiers based on their level of economic distress, with tax incentives varying by tier.[22]

These improvements in incentive monitoring and targeting have varied widely among states. Pew grades states on the extent to which they have implemented best practices for evaluating tax incentives, including having a plan to regularly evaluate incentives, measuring the impact and using these findings to inform policy choices.

The states of Connecticut, Florida, Indiana, Iowa, Maine, Maryland, Minnesota, Mississippi, Nebraska, Oklahoma, Virginia, and Washington are currently found to be "leading" states for 2018, with well-designed plans that follow best practices. An additional 16 states are making progress, while the remaining 22 are trailing.

To improve effectiveness, there is also a trend toward targeting incentives to certain industries that have high average wages or have been shown to have large spillover effects.

Perhaps most concerning for analysts, many of the states that are significant issuers of development incentives are not ranked as leading. The State of Alabama, which has used incentives to help it become a leader in the automobile industry, is labeled as "making progress," having adopted a four-year evaluation cycle in 2016.[23]

Among the "trailing" states, Michigan launched a new sales and use tax exemption for data centers in 2015 but does not yet have an evaluation protocol.[24] This is particularly concerning given its budgetary pressure from previously granted incentives. Georgia, which has used tax incentives to grow its film industry, also does not evaluate incentives, despite allowing an estimated $414 million in state film tax credits in fiscal 2018 and an additional $176 million in other economic development tax incentives.[25] California, which estimated that its tax incentives totaled $5 billion for fiscal 2013 alone, was advised in a 2016 report by the State Auditor that adopting a comprehensive oversight model would aid the effectiveness of future awards.[26]

CONCLUSIONS

The use of economic development incentives is not going away. Given their variance in effectiveness and potential budgetary impact, analysts need to be aware of the degree of incentives awarded by states and local governments, how these incentives are targeted, and how they're monitored.

The burden on state budgets may become a credit negative for certain states, especially those who are frequent users of tax incentives that do not follow best practices, and should be watched carefully by analysts. I

Notes

1. Norton Francis, State Tax Incentives for Economic Development, the Urban Institute. February 2016.
2. Jill Cowan, "North Texas Cities Turn Incentives Arsenals Against Each Other in Fight for Businesses, Jobs," *Dallas Morning News*, March 29, 2018.
3. Timothy J. Bartik, "A New Panel Database on Business Incentives for Economic Development Offered by State and Local Governments in the United States," the Upjohn Institute for Employment Research, 2017.
4. Kenneth P. Thomas, Investment Incentives and the Global Competition for Capital, 2011.
5. Louise Story, "As Companies Seek Tax Deals, Governments Pay High Price," *New York Times*, December 1, 2012.
6. Bartik, 2017.
7. Biennial Economic Development Corporation Report 2014-2015, Texas Comptroller of Public Accounts, November 2016.
8. Bartik, 2017.
9. Paul Egan, "Michigan Budget Picture Worsens," *Detroit Free Press*, January 14, 2015.
10. Michigan Tax Incentive Evaluation Rating, Pew Charitable Trusts. May 3, 2017.
11. Nathan Jensen, "The Effect of Economic Development Incentives and Clawback Provisions on Job Creation: A Pre-Registered

Joint Meeting Memphis City Council and Shelby County Commission March 25, 2021 Page 9

GFOA Resources

GFOA offers several best practices to help governments with their economic development strategies (available at gfoa.org), summarized below.

Administering Economic Development Agreements

Once an economic development agreement is in place, government officials must ensure proper administration, which includes:

- Creating processes to monitor performance milestones and compliance requirements.
- Communicating progress to the governing body and other interested stakeholders.
- Establishing safeguards to trigger early detection of any problems that may require renegotiation or termination of the contract.
- Managing the agreement requires ongoing assessment of government benefits, monitoring of commitments and requirements, and communicating progress to the governing body.

Coordinating Economic Development and Capital Planning

Successful economic development strategies require coordinated long-term capital planning to ensure that the necessary infrastructure is in place to support development. GFOA recommends that governments:

- Align the organization-wide goals and objectives.
- Evaluate potential impacts and benefits.
- Coordinate economic development strategies with other initiatives and government entities.
- Optimize the time element of capital planning.
- Recognize the value of public infrastructure as an economic development strategy.
- Estimate the impact of development on existing assets and ongoing maintenance.
- Estimate full life-cycle costs of new capital assets.
- Identify appropriate opportunities for developers to fund capital assets.

Creation, Implementation, and Evaluation of Tax Increment Financing

Tax incremental financing (TIF) can be an important tool for local governments to attract economic development projects, create jobs, foster infrastructure investment, and/or redevelop blighted areas.

TIF is a technique for funding a qualifying capital project, its related infrastructure, or maintenance of the project from a stream of revenue generated within the geographic area defined as a TIF district. When a redevelopment agency uses TIF, it may share or redirect property or other taxes imposed by other taxing entities. TIF generally relies on incremental property taxes generated in a specific area, but it can also apply to other taxes, including sales taxes.

This best practice provides detailed recommended evaluation and implementation steps.

Evaluation of Maryland and Virginia Programs," University of Texas at Austin, December 2016.

12. Bartik, 2017.
13. 32nd Annual Corporate Survey & the 14th Annual Consultants Survey, Area Development, Q1 2018.
14. William Thornton, "North Carolina Offered $1.5 Billion in Incentives to Toyota-Mazda," Alabama.com, January 11, 2018.
15. Bartik, 2017.
16. Jensen, 2016.
17. Ann R. Markusen, "Reining in the Competition," the Upjohn Institute for Employment Research. 2007; and Marc J. Melitz and Daniel Trefler, "Gains from Trade when Firms Matter," *Journal of Economic Perspectives*, 2012.
18. Joseph Parilla and Sifan Liu, "Examining the Local Value of Economic Development Incentives," Brookings, March 2018.
19. "How States Are Improving Tax Incentives for Jobs and Growth," Pew Trusts, 2017.
20. Enrico Morretti, "Local Multipliers," *American Economic Review, Papers and Proceedings*, 2010.
21. Parilla, 2018.
22. Jeanie, Thomas, "Accountability for Economic Development Incentives in Georgia," Fiscal Research Center, Andrew Young School of Policy Studies, Georgia State University, 2005.
23. Pew Trusts, 2018.
24. Pew Trusts, 2018.
25. Georgia Tax Expenditure Report for FY2018, Fiscal Research Center of the Andrew Young School of Policy Studies at Georgia State University, December 2016.
26. Corporate Income Tax Expenditures, California State Auditor, April 2016.

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Joint Meeting Memphis City Council and Shelby County Commission March 25, 2021

Downtown Memphis Commission

Quick Facts: Downtown Memphis Commission - Downtown Property PILOT & PEF
(2) Quick Facts: DMC, Downtown Property PILOT, PILOT Extenstion Fund

DMC - Downtown Property PILOT - PILOT Extension Fund Presentation
(3) DMC - Downtown Property PILOT - PEF for Joint Meeting.pdf

Establishment of Center City Commission/Downtown Memphis Commission - Authority

- Shelby County Commission Resolution Adopting Center City Commission Ordinance - April 7, 1997 (identical resolution was adopted by the City Council)
- City of Memphis Ordinance - Center City Commission
- Shelby County Ordinance –Center City Commission

CCRFC Charter

- CCRFC Charter - filed March 17, 1978 (includes City Council Resolution approving Charter, identical resolution was adopted by the County Commission on September 27, 1977)
- CCRFC Certified Charter

Establishment of and authority for PILOT Extension Fund

- Shelby County Commission Resolution adopted March 10, 1997, authorizing amendment to CCRFC Charter permitting the collection of rents from PILOT lessees and use of such rents as determined by CCRFC Board (Identical resolution was adopted by the City Council on January 7, 1997)
- Shelby County Commission Resolution adopted November 24, 1997, authorizing County loan for 250 Garage and approving PILOT Extension Fund
- County Commission Resolution ratifying creation of PILOT Extension Fund adopted in 2008
- Collateral Trust Indenture dated August 1, 1997, establishing PILOT Extension Fund

Downtown - Why Downtown Matters

Downtown is unique in that it is more than a neighborhood - it serves as the Memphis brand and as Memphis' collective front door.

It is the heart of the city and a place that everyone in the region should feel some ownership. It is the billboard for our City during national broadcasts and the place we take visitors and new recruits.

The vibrancy of this area can often determine whether businesses want to invest in this community. Investments in the Downtown area impact the whole region.

The Downtown Memphis Commission is developing Downtown for everyone - and for the benefit of every district.

Center City Commission/Downtown Memphis Commission

Downtown Memphis Commission (formerly Center City Commission) was founded in 1977 as a joint venture of the City of Memphis and Shelby County by the adoption of joint ordinances. The DMC's defined **mission is to promote growth and redevelopment in the Center City area.**

Our work was designed, by City Council/County Commission and your predecessors, to bring value to our entire region. We take that commitment very seriously.

The DMC is **solely funded by an assessment on commercial property in the Central Business Improvement District (CBID**). That assessment is reinvested into funding the DMC's strategic work and activations designed to increase the value of Downtown for the Betterment of our Region.

The DMC's two primary metrics for success are:

1) an increase in the number of people living, working, and engaging in Downtown
2) an increase in Downtown commercial property values

Downtown Memphis Commission accomplishes its mission by:

- Fostering development and investment.
- Creating incentives and programs that promote a more active, walkable, clean, safe, inclusive, & interesting front door experience for Memphis.
- Recruiting more people to Downtown as visitors, residents, and employees

- DMC provides the following services for our core city:
    - Development assistance
    - Maintenance of public spaces
    - District-wide Hospitality
    - Free public events
    - Place-making
    - Information sharing /training
    - Advocacy

Key Takeaways related to the VALUE of the Downtown Memphis Commission:

- Directed by City and County Appointees
- No City or County tax dollars used for DMC operations
- Safer/Cleaner/More Welcoming streets and neighborhoods
- Added vibrancy & amenities to attract and engage residents, workers, and visitors
- Reduced blight and increased property values
- Marketing & promotion to support positive community messaging & Downtown Memphis as a top destination for business, residency, and tourism

Our defining priority is to create a Downtown that benefits our entire region.
We work strategically to support Downtown and to welcome everyone into our neighborhood, so that our entire city and county can reap the benefits of a strong Downtown.

Downtown Property PILOT

Encourages redevelopment of commercial property within Downtown and the core city - helps to remediate blight and puts vacant, blighted, and underutilized buildings and properties back into productive use.

Our Downtown Property PILOT was designed to:

- Increase taxes
- Develop property
- Remediate blight

Our program is in alignment with Memphis 3.0

- Build up not out
- Drive population and investment into the core city

Downtown Property PILOTs

- Encourage higher + better-use of property and property development
- Downtown Property PILOTs always increase tax revenues
- Developers always pay more tax revenue to the city and county
- Additional benefits of property activation include: increase in adjacent property values, aesthetic improvement, activation of the street, increased capacity for residential population, and commercial growth

PILOT - Payment in lieu of Taxes

The Downtown Property PILOT is a partial tax freeze for a set amount of time. The property developer always pays more taxes than the predevelopment amount.

P - the PILOT Payments for Downtown Property PILOTs go to the City and County, not to the DMC. PILOT Payments is another name for the tax collected during the PILOT term, and it is always more than the pre-development level.

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- During Downtown Property PILOT: Pre-development tax rate plus 25% of the incremental increase based on the appraised value
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- As Downtown Property PILOTs expire, often the values of surrounding properties have increased as a result of the development, further increasing total taxes collected from the entire area.
- When the PILOT term ends, the property returns to the full tax rate, which is appraised according to the new use of the property.

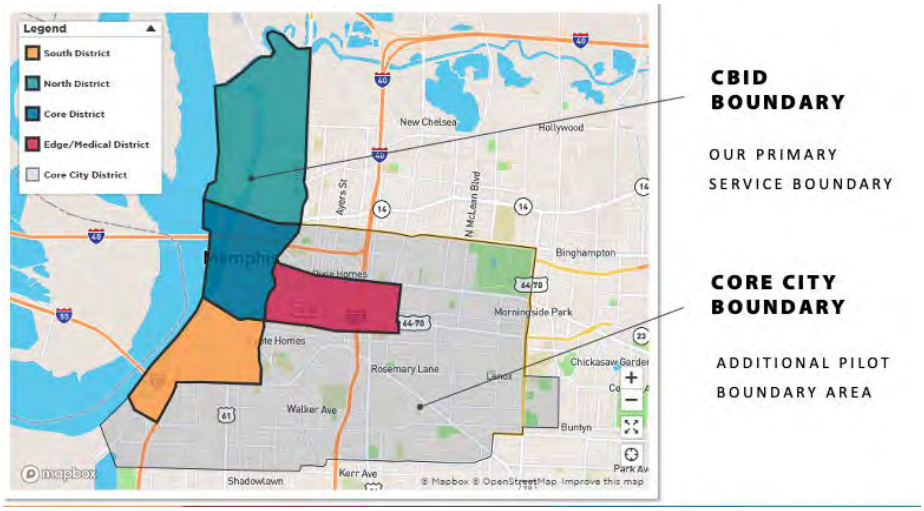
Why a PILOT? Why not another tool?

For Downtown Property PILOT eligibility, developers must:

- **Pass the "but for" test - prove through the project financials that without a PILOT, the project is not economically viable and would not happen.**
- Prove that the value of renovations, improvements, or new construction must be equal to or greater than 60% of the total project cost
- Commit to the DMC's EBO (Equal Business Opportunity) practices and best-faith effort to achieve at least a 25% minority participation level in the development.
- If a multifamily/apartment development with 51 or more units, 20% of those must be reserved for households at 80% or less of the area median income.

Downtown Property PILOT Evaluation

- Geography (Map)



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Overview of Results

288 Downtown Property PILOTs historically

- **114** PILOTs currently active - 58 parcels expire in 5 years; another 16 in the next 10 years
- **174** completed and back on the full tax rolls
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- **26 Downtown Property PILOTs** currently planned or under construction will create an **estimated $4.7M in increased tax revenue** for the City and County. (484% increase)
- After the Downtown Property PILOT expires - the developer pays FULL TAXES at the much higher increased appraised property value.

The CCRFC Policy Committee is actively evaluating potential changes to the grading criteria with an aim to reduce the average length.

MWBE Spending

DMC-incentivized projects have generated **$209 million** in MWBE spending 2010-2020

- Black Male - $109,867,664
- Black Female - $ 14,211,468
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- Asian Indian - $12,511,613
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Created in 1997 as a way for CCRFC to provide the security required by the County for the $9.7 million county loan to DPA for construction of 250 Peabody Garage.

PEF Specs

- Finite number of properties included - 59 total with 43 remaining - no additional properties added since 2000
- Fund will completely expire by 2040
- Use restricted to public infrastructure within Center City area
- Not an operation fund or funding source
- Public benefits from projects using this funding source

Fund Capacity

- $ total deposits to date - $64M
- $total anticipated deposits until the end of Fund - $110M
- current value as of 2/28/21 $15.7M

Uses to date: Use this information only as needed

- Gayoso ($10.1M)
- Chisca ($1M)
- 250 PP bond payments ($7.4M principal) and ($6.1M interest)
  One Commerce Square improvements ($2M)
- Brewery ($5.7M)
- Bakery ($6M), One Beale ($10M)
- Approved Uses:
    - Mobility Center
    - 100 N Main
    - Conwood

- Recruiting more people to Downtown as visitors, residents, and employees
- DMC provides the following services for our core city:
    - Development assistance
    - Maintenance of public spaces
    - District-wide Hospitality
    - Free public events
    - Place-making
    - Information sharing/training
    - Advocacy

Key Takeaways related to the VALUE of the Downtown Memphis Commission:

- Directed by City and County Appointees
- No City or County tax dollars used for DMC operations
- Safer/Cleaner/More Welcoming streets and neighborhoods
- Added vibrancy & amenities to attract and engage residents, workers, and visitors
- Reduced blight and increased property values
- Marketing & promotion to support positive community messaging & Downtown Memphis as a top destination for business, residency, and tourism

Our defining priority is to create a Downtown that benefits our entire region. We work strategically to support Downtown and to welcome everyone into our neighborhood, so that our entire city and county can reap the benefits of a strong Downtown.

……

Downtown Property PILOT

Encourages redevelopment of commercial property within Downtown and the core city - helps to remediate blight and puts vacant, blighted, and underutilized buildings and properties back into productive use.

Our Downtown Property PILOT was designed to:

- Increase taxes
- Develop property
- Remediate blight

Our program is in alignment with Memphis 3.0

- Build up not out
- Drive population and investment into the core city

Downtown Property PILOTs

- Encourage higher + better-use of property and property development
- Downtown Property PILOTs always increase tax revenues
- Developers always pay more tax revenue to the city and county
- Additional benefits of property activation include: increase in adjacent property values, aesthetic improvement, activation of the street, increased capacity for residential population, and commercial growth

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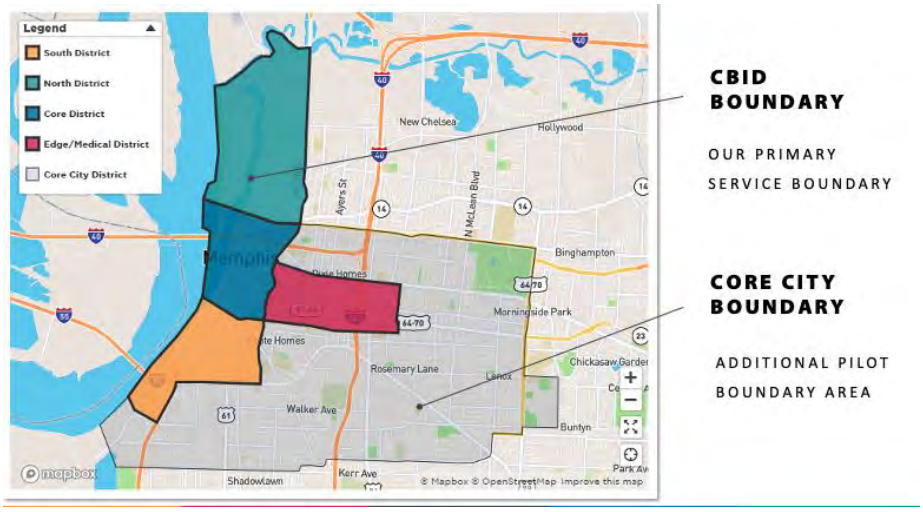

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DOWNTOWN MEMPHIS COMMISSION

BUIDING A STRONGER CITY/COUNTY BY DEVELOPING THE CORE CITY

Our defining priority is to create a Downtown that benefits our entire region.

Downtown is unique in that it is more than a neighborhood - it serves as the Memphis brand and as Memphis' collective front door.

It is the heart of the city and a place that everyone in the region should feel some ownership. It is the billboard for our City during national broadcasts and the place we take visitors and new recruits.

The vibrancy of this area can often determine whether businesses want to invest in this community. Investments in the Downtown area impact the whole region.

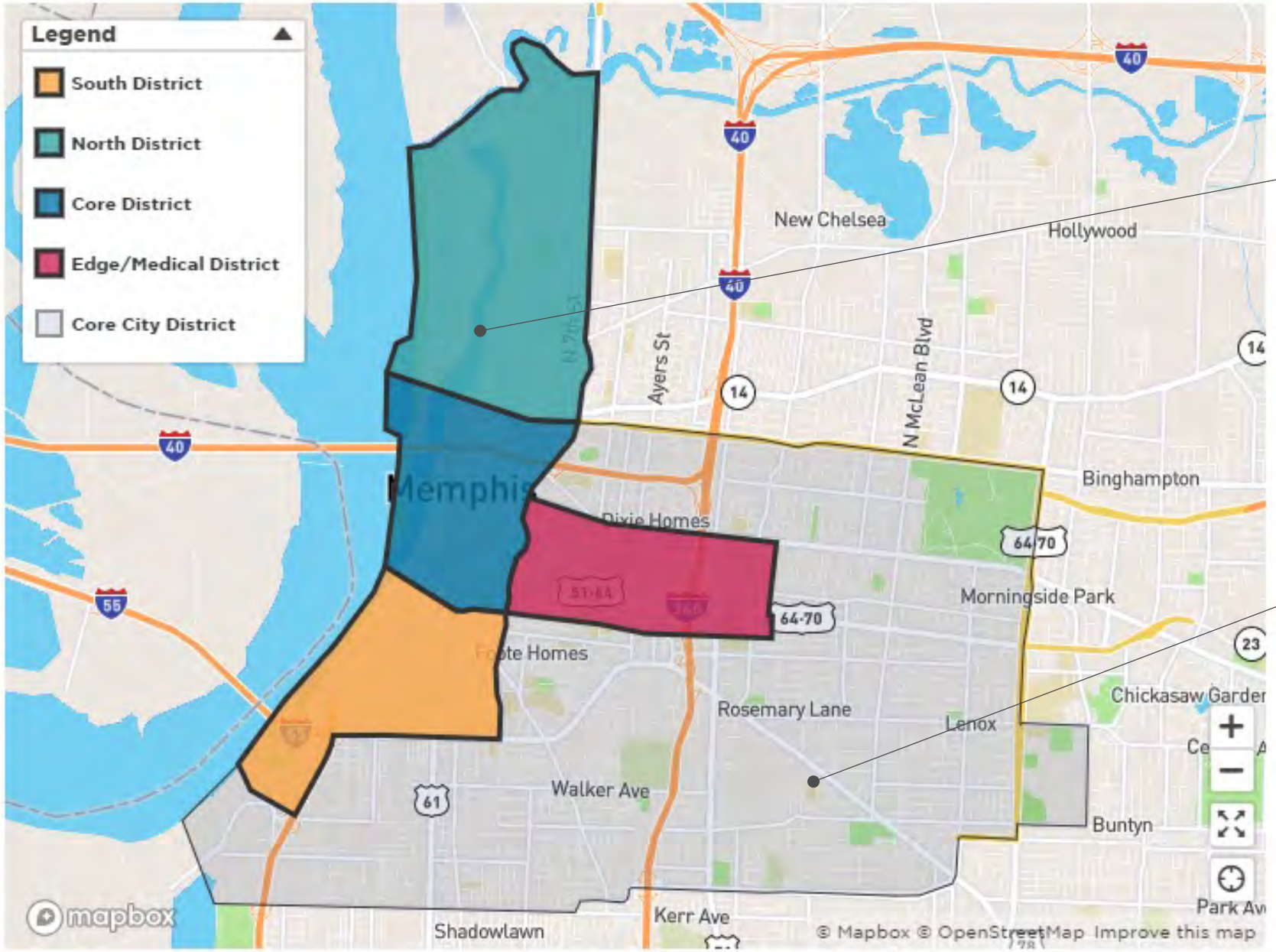
The Downtown Memphis Commission is developing Downtown for everyone - and for the benefit of every district.

Downtown Memphis Commission (formerly Center City Commission) was founded in 1977 as a joint venture of the City of Memphis and Shelby County by the adoption of a joint ordinance. The DMC's defined **mission is to promote growth and redevelopment in the Center City area.**

Our work was designed to bring value to our entire region. We take that commitment very seriously.

The DMC is **solely funded by an assessment on commercial property in the Central Business Improvement District (CBID**). That assessment is reinvested into funding the DMC's strategic work and activations designed to increase the value of Downtown for the Betterment of our Region.

DOWNTOWN MEMPHIS/CBID BOUNDARIES

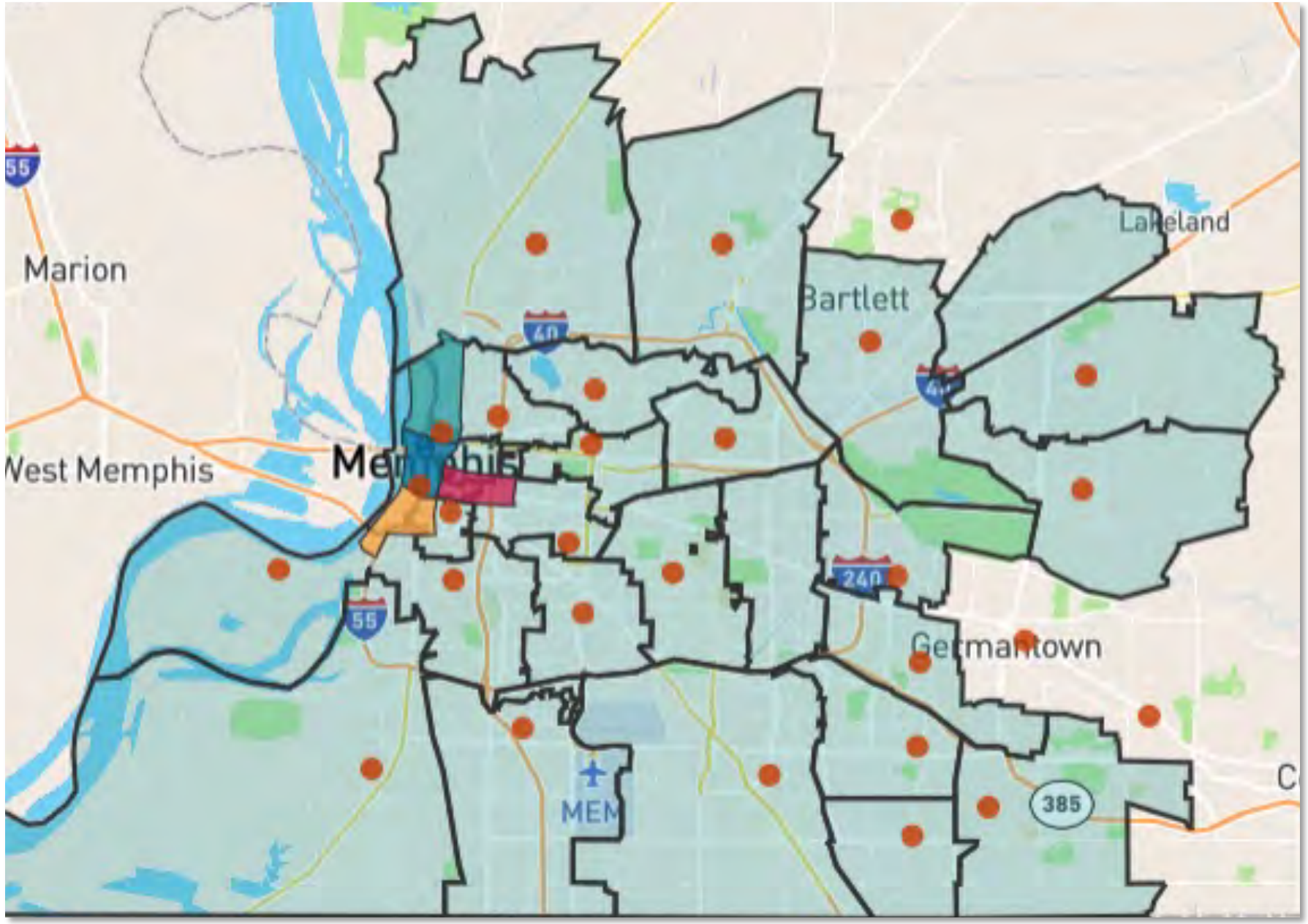


CBID BOUNDARY

OUR PRIMARY SERVICE BOUNDARY

CORE CITY BOUNDARY

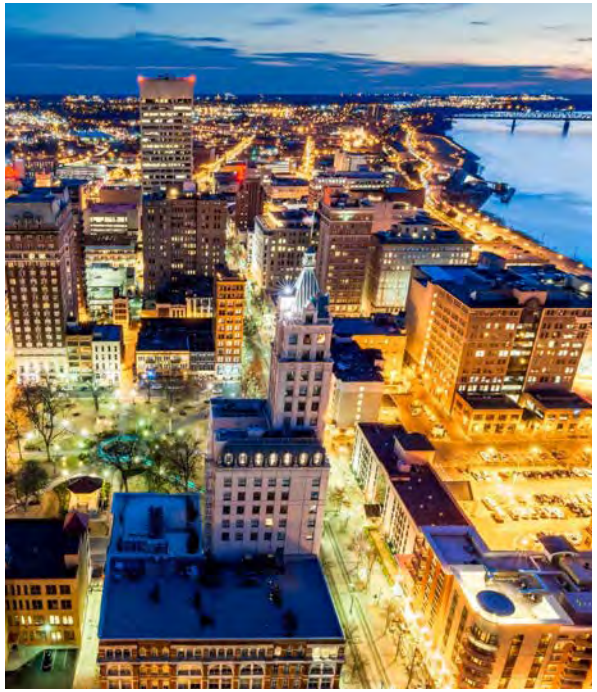
ADDITIONAL PILOT BOUNDARY AREA



IMPACT OF OUR COMMUNITY ENGAGEMENT

DOTS REPRESENT ZIP CODES OF PARTICIPANTS

DOWNTOWN IS OUR COLLECTIVE FRONT DOOR & ENTERTAINMENT HUB



Downtown Property PILOT authorization granted in September of 1977 by adoption of joint ordinances.

DOWNTOWN PROPERTY PILOT

The Downtown Property PILOT ***encourages redevelopment of commercial property*** *within Downtown and the core city - helps to remediate blight and* ***puts vacant, blighted, and underutilized buildings and properties back into productive use****.*

DESIGNED TO:

- **INCREASE TAXES**
- **DEVELOP PROPERTY**
- **REMEDIATE BLIGHT**

Downtown Property PILOTs Quick Facts:

- Encourages **higher + better-use** of property and property development
- Downtown Property PILOTs **always increase tax revenues. Developers always pay more tax** revenue to the city and county
- **Additional benefits of property activation include:**
  - often increase in adjacent property values
  - aesthetic improvement
  - activation of the street/neighborhood
  - increased capacity for residential population and commercial growth

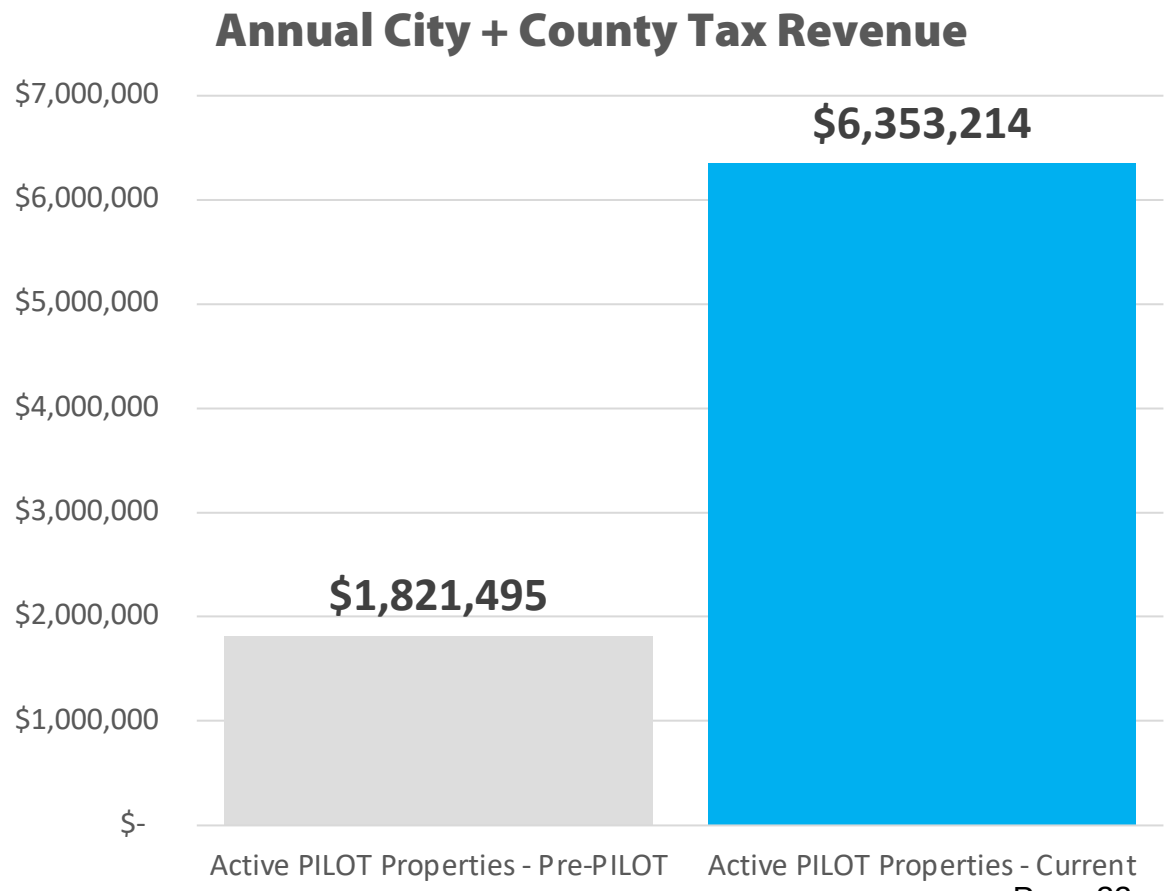
Alignment with Memphis 3.0

- Build up not out
- Drive population and investment into the core city

DOWNTOWN PROPERTY PILOT: EXAMPLES OF TAX INCREASE

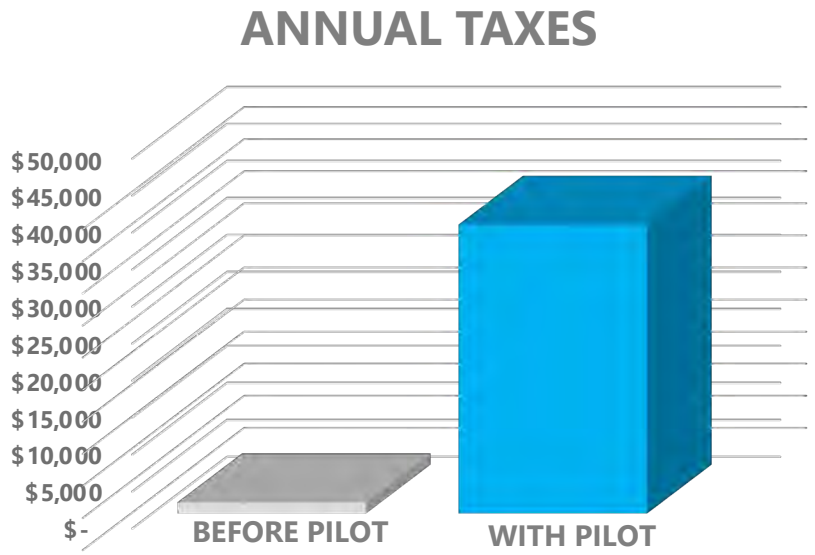
Increase Tax Revenue: Active PILOTs

- Downton Property PILOT properties **always pay more in taxes** than they did prior to receiving a PILOT.
- Active Downtown Property PILOT properties collectively pay **249%** more in taxes than they did before receiving PILOTs.



A Downtown Property PILOT In Action

County Tax Example: A Downtown lot is **vacant** and **blighted**. It is valued at **$100,000**, and yields $**1,620** in county taxes every year.



1

A developer purchases the property, successfully applies for a 10-year PILOT, and spends **$12,375,000** to construct a building.

2

The property is now worth **$10,000,000**, and the owner pays the county an annual PILOT Rent of **$40,095** during the PILOT term!

3

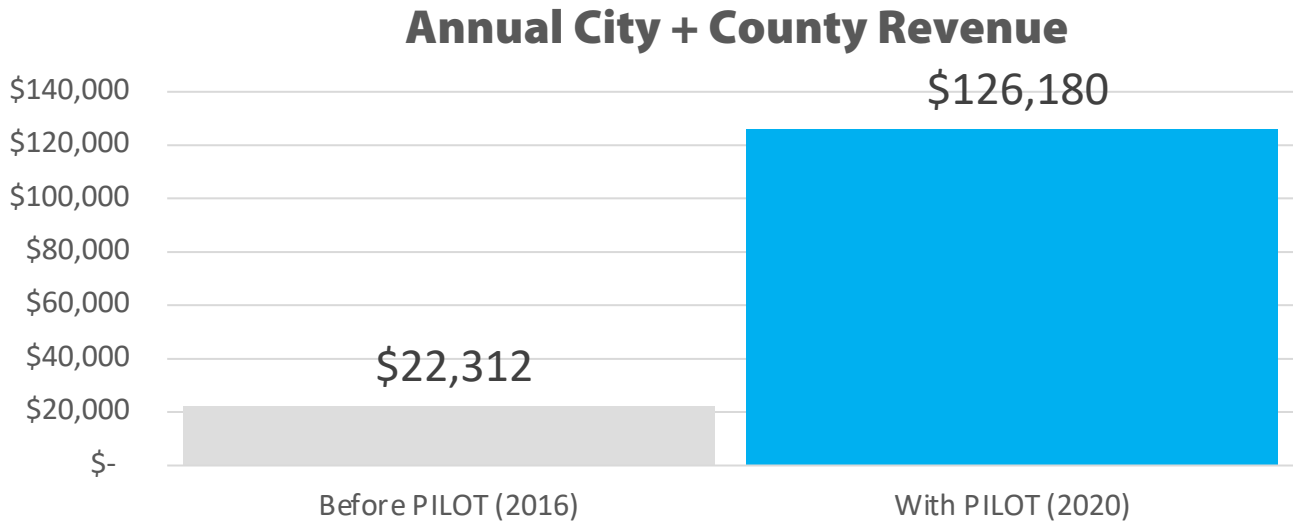
The redevelopment of the blighted property causes a **ripple effect**, increasing the value of neighboring buildings, and **increasing revenue**.

4

After the PILOT term, the property is assessed at **$15,000,000**, the developer now pay **$243,000** per year in county tax **revenue**.

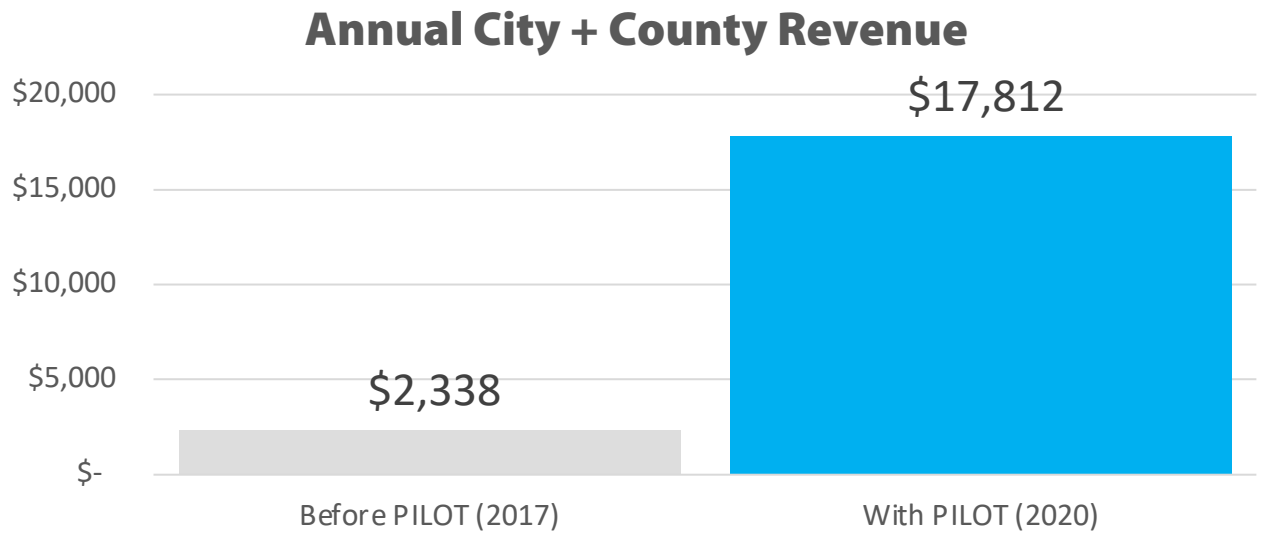
Tennessee Brewery

- Prior to receiving a PILOT for redevelopment, the property **was vacant and blighted**.
- The property's most recent PILOT payment represents a **466%** increase from the property's pre-PILOT revenue.



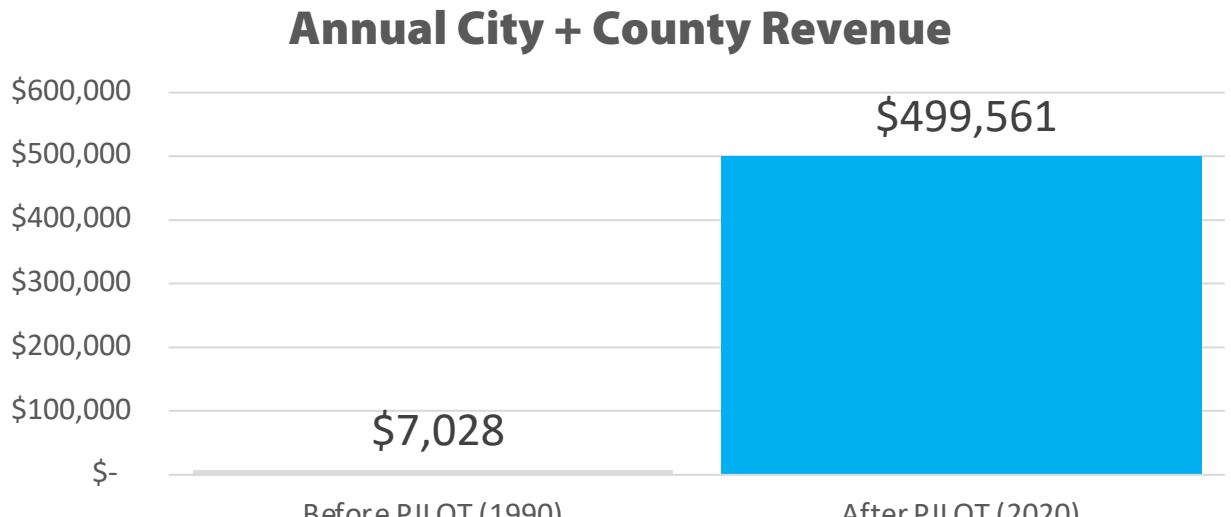
999 S. Cooper

- Multifamily infill project on small vacant lot in Midtown.
- The property's most recent PILOT payment represents a **662%** increase from the property's pre-PILOT revenue.



South Bluffs

- South Bluffs received a 25-year PILOT in **1990 -** rolled off in 2015.
- Current taxes on the property represent a **7009% increase** from the property's original revenue.

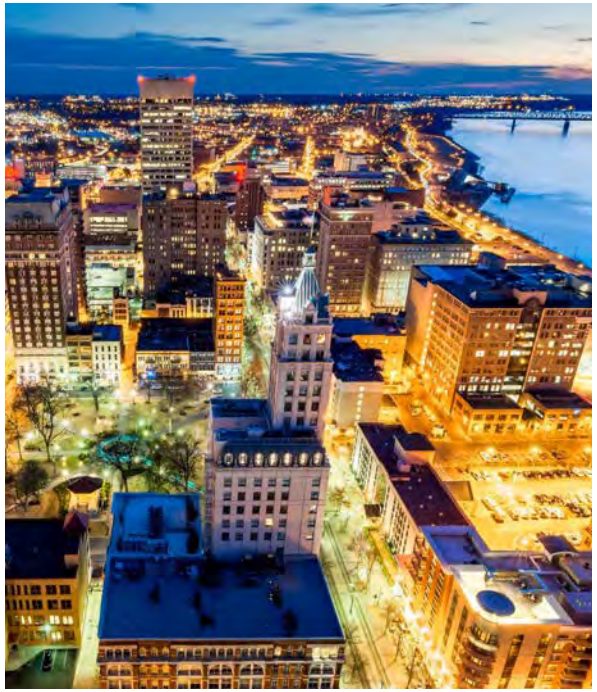


Looking Ahead

The 26 CCRFC PILOT projects that are currently planned or under construction will create an estimated **$4.7MILLON in increased revenue** – a **484% increase** from present levels.

That revenue represents NEW RESOURCES for local government.

Project	Pre-PILOT	Est. PILOT	Est. Increase
2035 Madison Mixed-Use Development	$ 10,204	$ 41,608	**308%**
40 Huling Offices	$ 57,356	$ 75,177	**31%**
400 S Main St	$ 21,281	$ 33,455	**57%**
46 Keel Ave (Conwood)	$ 3,429	$ 157,910	**4505%**
Pinch Mixed-Use Development (Phase 1)	$ 130,170	$ 3,176,761	**2340%**
311 S. Main	$ 14,782	$ 35,903	**143%**
386 S. Main St	$ 1,409	$ 30,410	**2058%**
316 & 324 S. Front St.	$ 14,602	$ 133,025	**811%**
122 S. Main St. (Dream Hotel)	$ 34,781	$ 221,727	**537%**
107 S. Main	$ 20,897	$ 41,406	**98%**
61 Keel Ave	$ 8,043	$ 14,891	**85%**
99 S Front Redevelopment	$ 33,894	$ 116,649	**244%**
82-86-88 South Main	$ 17,463	$ 48,732	**179%**
345 S. Main St.	$ 7,223	$ 14,409	**99%**
Peabody Falls	$ 37,688	$ 56,219	**49%**
Poplar Art Lofts	$ 26,486	$ 96,974	**266%**
189 Barksdale	$ 1,617	$ 9,452	**485%**
185 Union Ave.	$ 484,174	$ 840,097	**74%**
FedEx Logistics HQ	$ 9,836	$ 376,661	**3729%**
Malone Park Commons	$ 3,478	$ 13,627	**292%**
The Marine Hospital Residence	$ 3,649	$ 63,195	**1632%**
64 S. Main	$ 6,400	$ 13,473	**111%**
80 Virginia	$ 5,620	$ 19,285	**243%**
18 S. Main	$ 8,459	$ 24,739	**192%**
The Inn at Beale Street	$ 18,678	$ 80,683	**332%**
Flats at Overton Square	$ 1,824	$ 10,601	**481%**



PILOT Extension Fund was created in 1997 to provide the security required by the County for the $9.7 million county loan to DPA for construction of 250 Peabody Garage.

PILOT Extension Fund: History

In 1997, CCRFC and City and County leaders developed and approved the PILOT Extension Fund. The original purpose of the fund was to provide the security required by the County for the $9.7 million county loan to DPA for construction of 250 Peabody Garage. The ongoing benefit of the fund was to provide an additional source of revenue to finance Downtown public parking and other public infrastructure projects. This was accomplished by allowing an extension of selected PILOTs, at the then-current assessed property valuation levels, for a period of 15 years beyond their initial expiration dates.

Under the plan, **the revenues collected during the extension period are deposited into a trust account**, now administered by US Bank (originally First Tennessee).

In 1997, the **Tennessee State Attorney General issued a favorable opinion** on the legality of the PILOT Extension program, stating that the CCRFC had the authority to extend PILOTS and establish such programs **within the powers granted by its state charter** - **a charter approved by the City Council and County Commission**. The fund carries the condition that monies derived from the extended CCRFC PILOTs could only be used for qualifying Downtown public parking and other public infrastructure projects.

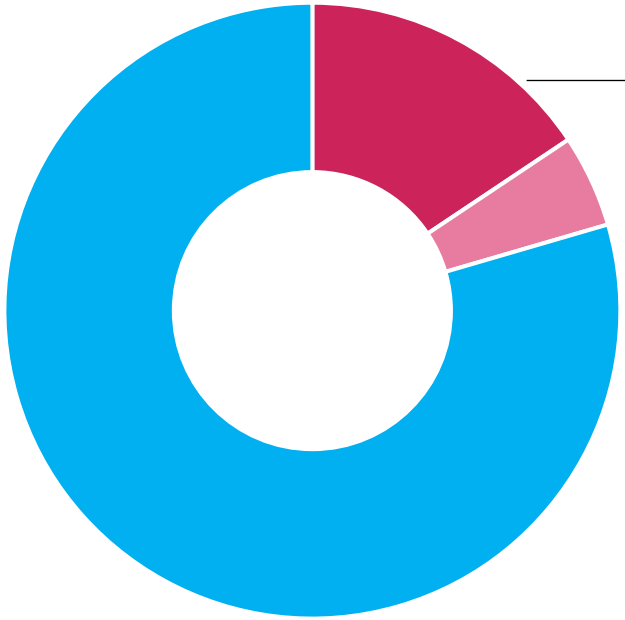
The CCRFC board of directors **added the further stipulation that both City and County would have to approve of any use** of the funds for projects recommend to them by the board.

PILOT Extension Fund: Breakdown

In total, **fifty-nine extensions make up the PILOT extension Fund**.
Forty-three are still active.
Sixteen have returned to the tax rolls.

- All PILOT Extension Fund extensions were 15 years.
- The total length of PILOT varies based on length of original PILOT term
- No property has been added to PILOT extension fund since 2000

288 total PILOTs

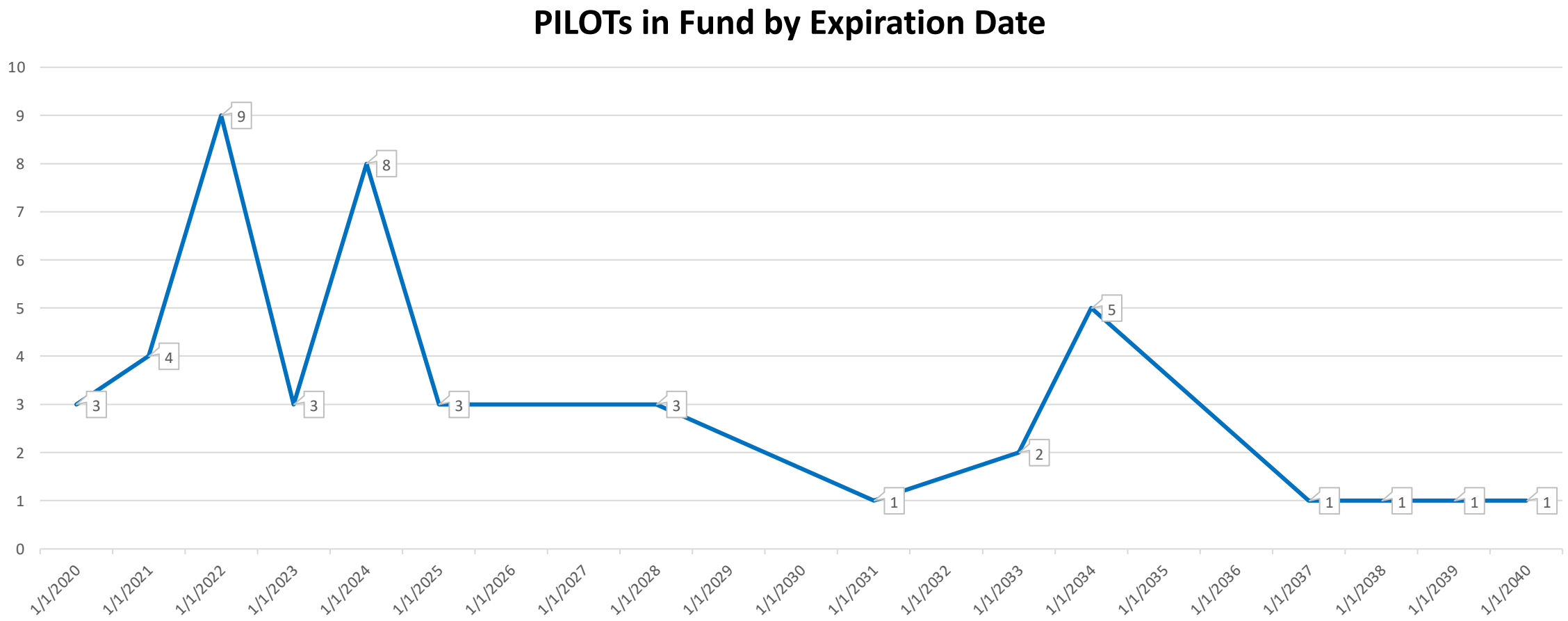


59 in PILOT Extension Fund

Only 43 of the original 59 remain.

16 have returned to full tax rolls

PILOT Extension Fund: Pipeline



THANK YOU.

WE ARE HONORED TO SERVE OUR COMMUNITY

COLLATERAL TRUST INDENTURE

THIS COLLATERAL TRUST INDENTURE (this "Indenture") is entered into as of the 1st day of August, 1997 between MEMPHIS CENTER CITY REVENUE FINANCE CORPORATION, a public nonprofit corporation and instrumentality of the City of Memphis, Tennessee ("Grantor") and FIRST TENNESSEE BANK NATIONAL ASSOCIATION, as Trustee ("Trustee").

RECITALS

WHEREAS, the parties enter into this agreement with reference to the following:

1. The Grantor is an industrial development corporation organized pursuant to Tennessee Code Annotated Sections 7-53-101 et seq. (as amended from time to time, the "Act") and is an instrumentality of the City of Memphis, Tennessee (the "City").

2. As authorized by the Act, and in furtherance of the purposes of the Act and the corporate purposes of the Grantor, the Grantor has acquired and owns certain "projects" as defined in the Act, including, among others, those projects (the "Collateral Projects") listed on Exhibit A attached to and made part of this Indenture; and each of the Collateral Projects is leased to a lessee (each a "Lessee" and collectively, the "Lessees") pursuant to the respective agreements listed on Exhibit B attached to and made part of this Indenture (as amended to date and as they may hereafter be amended in accordance with this Indenture, the "Leases").

3. Each of the Leases provides, among other things, for (i) payment by the Lessee of certain amounts as payments in lieu of taxes ("Pilot Payments") and (ii) payment by the Lessee of additional amounts as Basic Rent as defined in such leases to the extent payable to the Grantor (the "Rent Payments"), which Rent Payments the Lessee has agreed to pay to the Trustee for the account of the Grantor.

4. Pursuant to the Act, the Grantor has the power and authority to assist in the financing of projects through issuance of bonds, notes, reimbursement agreements and other obligations issued pursuant to the Act, and to secure any such obligations issued by the Grantor by a pledge, assignment and/or security interest in all or any part of the Grantor's revenues and receipts, whether arising from the same or other projects owned by the Grantor.

5. In furtherance of its statutory and corporate powers and purposes, the Grantor enters into this Indenture in order to facilitate the use of the Rent Payments to secure certain obligations issued and to be issued by the Grantor for certain additional projects.

6. The Trustee, having the power and authority to accept and execute trusts of the character herein set out, enters into this Indenture to evidence its acceptance of the trusts hereinafter set out on the terms and conditions set forth in this Indenture.

7. Concurrently with the execution and delivery of this Indenture, the Grantor has executed and delivered to the Trustee an Assignment of Rents, as hereinafter defined, with respect to each of the Leases, and the Financing Statements, as hereinafter defined.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings hereinafter set forth, and as an inducement to and in consideration of the purchase and/or acceptance of Obligations (as hereinafter defined) and Participations (as hereinafter defined) by the holders thereof, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor covenants and agrees with the Trustee for the benefit of the respective holders from time to time of Obligations, as follows:

GRANTING CLAUSES

That the Grantor in consideration of the premises and of the purchase and/or acceptance of the Obligations and Participations and of other good and lawful consideration, the receipt and sufficiency of which is hereby acknowledged, and to secure the payment of the principal of, premium, if any, and interest on and cost and expenses related to the Obligations and the performance and observance of all of the covenants and conditions herein contained and contained in the Obligations, has executed and delivered this Indenture and has conveyed, mortgaged, granted, assigned, transferred, pledged, set over and confirmed and granted a continuing security interest in, and by these presents does hereby convey, mortgage, grant, assign, transfer, pledge, set over and confirm and grant a continuing security interest in, unto the

Trustee, its successor or successors and its or their assigns forever, with power of sale, all and singular, the property hereinafter described (said property being herein sometimes referred to as the "Trust Estate") to wit:

I.

All right, title and interest of the Grantor in and to the Rent Payments and the Rent Payment Obligations (as hereinafter defined);

II.

All right, title and interest of the Grantor in and to the Collateral Account (as hereinafter defined);

III.

Any and all other property and interests in property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred as and for additional security hereunder by the Grantor or by anyone on its behalf to the Trustee, including without limitation, funds of the Grantor held by the Trustee as security for the Obligations; and

IV.

Any and all proceeds of the foregoing.

TO HAVE AND TO HOLD, all and singular, the properties, interests, rights and privileges hereby conveyed, assigned and pledged by the Grantor or intended so to be, unto the Trustee and its successors and assigns forever, in trust, nevertheless, with power of sale, for the benefit and security of each and every holder of the Obligations, in proportion to the Participation Percentage (as hereinafter defined) of each such holder;

PROVIDED, NEVERTHELESS, and these presents are upon the express condition that, if the Grantor or its successors or assigns shall well and truly pay or cause to be paid the principal of all Obligations with interest, according to the provisions set forth in the Obligations and each of them and shall also pay or cause to be paid all other sums payable thereunder and hereunder by the Grantor, then these presents and the estate and rights hereby granted shall cease, determine and become void, and thereupon the Trustee, on payment of its lawful charges and disbursements then unpaid, on demand of the Grantor and upon the payment of the cost and expenses thereof, shall duly execute, acknowledge and deliver to the Grantor such instruments of satisfaction or release as may be necessary or proper to discharge this Indenture of record, and if necessary, shall grant, quitclaim, remise, release, reassign and deliver to the Grantor, its successors or assigns, all and singular the property, rights, privileges and interests by it hereby granted, conveyed and assigned, and all substitutes therefor, or any part thereof, not previously

disposed of or released as herein provided; otherwise this Indenture shall be and remain in full force.

ARTICLE I

DEFINITIONS

Section 101. Defined Terms. In addition to the words and terms elsewhere defined in this Indenture, the following words and terms as used in this Indenture shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Act" means Tennessee Code Annotated Sections 7-53-101 et seq., as amended from time to time.

"Additional Participation" means each Participation issued pursuant to this Indenture subsequent to issuance of the initial Participation hereunder.

"Assignment of Rents" means an instrument so entitled, in substantially the form of Exhibit C to this Indenture, executed and delivered by the Grantor to the Trustee with respect to each of the Leases.

"Certificate" means a writing, in a form approved by the Trustee and the Grantor, evidencing a Participation.

"City" means the City of Memphis, Tennessee.

"Collateral Account" means the account by that name established pursuant to Section 301 of this Indenture.

"Collateral Project" means each of those projects of the Grantor listed on Exhibit A to this Indenture, as amended from time to time.

"County" means Shelby County, Tennessee.

"Draw Event" with respect to any Participation, means any of the events or occurrences described in Section 601 of this Indenture.

"Event of Default" shall have the meaning set forth in Section 601 of this Indenture.

"Financing Statements" means financing statements, on forms UCC-1, appropriate for filing in (i) the real property records, as a fixture filing, of the Register's Office of Shelby County, Tennessee, (ii) the personal property (UCC) records of said Register's Office and (iii) the office of the Tennessee Secretary of State, reflecting the Grantor as "debtor" and the Trustee as "secured party" and giving notice of the security interest in the Trust Estate created and granted to the Trustee pursuant to this Indenture.

"Grantor" means Memphis Center City Revenue Finance Corporation, a public nonprofit corporation and instrumentality of the City, County, their successors and assigns.

"Indenture" means this Collateral Trust Indenture as it may be amended and supplemented from time to time in accordance with the provisions of Article VIII hereof.

"Lease" means each of the agreements listed on Exhibit B to this Indenture, as amended, pursuant to which a Collateral Project is leased to the Lessee thereof.

"Lessee" means each of the Persons to whom a Collateral Project is leased by the Grantor pursuant to a Lease.

"Obligation" means any obligation of the Grantor secured by any Participation, whether such obligation is in the form of a bond, note, debenture, other evidence of indebtedness, guaranty, reimbursement agreement (including without limitation an agreement to reimburse the issuer of a letter of credit), mortgage, security agreement or any other form of obligation whatsoever.

"Outstanding" means, with respect to the Participations, all Participations issued pursuant to this Indenture other than those surrendered or required to be surrendered to the Trustee for cancellation pursuant to Section 207 of this Indenture.

"Participation" means an undivided percentage interest in the Trust Estate created and issued pursuant to this Indenture as security for one or more Obligations.

"Participation Percentage" means the undivided percentage interest in the Trust Estate represented by each Participation, which shall be the percentage specified in the Supplemental Indenture providing for such Participation.

"Permitted Investments" means direct general obligations of, or obligations the prompt payment of the principal of and the interest on which are fully and unconditionally guaranteed by, the United States of America or any of its agencies, including without limitation non-convertible debt securities issued by the Federal Home Loan Bank, the Federal National Mortgage Association, the Federal Farm Credit Bank, or the Student Loan Marketing Association, any mutual fund investing exclusively in the foregoing, and any other investments approved by the Grantor.

"Person" includes a natural person, association, unincorporated organization, corporation, limited liability company, partnership, joint venture, business trust, government, or an agency or political subdivision thereof, or any other entity.

"Pilot Payments" means those payments in lieu of taxes provided for in the respective Leases.

"Rent Payment Obligation" means the obligation of each Lessee to make Rent Payments pursuant to the provisions of the Lease to which such Lessee is a party.

"Rent Payments" means all amounts of Basic Rent payable by a Lessee to the Trustee for the account of the Grantor pursuant to a Lease but shall not include any amounts payable as Pilot Payments.

"Subaccount" means each subaccount in the Collateral Account created with respect to a Participation pursuant to the provisions of Section 301 of this Indenture.

"Supplemental Indenture" means each indenture supplemental to this Indenture executed and delivered in accordance with Article VIII of this Indenture, including without limitation each supplemental indenture providing for the issuance of any Participation.

"Trustee" means First Tennessee Bank National Association, a national banking association, its successors and assigns as trustee under this Indenture.

"Trust Estate" has the meaning assigned in the Granting Clauses of this Indenture.

Section 102. Interpretation. (a) Unless the context otherwise indicates, words importing the singular shall include the plural and vice versa, and the use of the neuter, masculine or

feminine gender is for convenience only and shall be deemed to mean and include the neuter, masculine and feminine gender.

(b) Headings of Articles and Sections in this Indenture are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect of this Indenture.

(c) Any references herein to any officer of the Grantor shall include those succeeding to the functions, duties or responsibilities of such office pursuant to or by operation of law and any Person lawfully performing the functions of such office.

(d) The words "herein," "hereof," "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision. All references in this Indenture to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this Indenture.

(e) The words "holder" and "owner," when used with respect to a Participation, shall mean the registered owner of such Participation as shown on the registration books maintained by the Trustee.

ARTICLE II

THE PARTICIPATIONS

Section 201. General Provisions. No Participations may be issued under the provisions of this Indenture except in accordance with this Article. Each Participation, other than the initial Participation, shall be issued pursuant to a Supplemental Indenture and shall represent an undivided percentage interest in the Trust Estate, which percentage interest shall be equal to the Participation Percentage specified for such Participation in such Supplemental Indenture, as security for the Obligation or Obligations with respect to which such Participation is issued, enforceable in accordance with the terms and provisions of this Indenture and the Certificate evidencing such Participation. Each Participation shall be issued as a fully registered Participation and shall be evidenced by a Certificate, issued to and registered in the name of the holder of the Obligation or Obligations secured thereby. The Participation Percentage for and the Obligation or Obligations secured by each Participation, other than the initial Participation, shall be identified and described in the Supplemental Indenture providing for such Participation and in the Certificate evidencing such Participation.

Section 202. Form of Initial Certificate; Series Designation. The Certificate evidencing the initial Participation issued shall be in the form attached hereto as Exhibit B. The initial Participation shall be designated the Series 1999 A Participation. Each successively issued Participation shall be given the comparable successive series designation.

Section 203. Requirements for Issuance of Participations. The Grantor shall be entitled to cause the issuance of one or more Participations pursuant to this Indenture, subject only to the limitation that the issuance of any such Participation shall not cause the aggregate Participation

Percentages of all Participations then Outstanding, immediately after the issuance of such Participation, to exceed one hundred percent (100%). Prior to the issuance of any Participation:

(a) All requirements for the issuance of each Participation, other than the initial Participation, set forth in the Supplemental Indenture providing for the issuance thereof shall be complied with, to the extent not waived by the Person to whom such Participation is to be issued; and

(b) There shall have been filed with or delivered to the Trustee, to the extent not waived by the Trustee:

(i) a copy, duly certified by the Chairman or President of the Grantor, of the Resolutions adopted and approved by the Grantor authorizing the issuance and delivery of each Participation then being issued, the execution and delivery of any Supplemental Indenture providing for the issuance of each such Participation and the execution and delivery of each Obligation to be secured by each such Participation;

(ii) the original executed Assignments of Rents and Financing Statements;

(iii) the original executed Certificate evidencing each such Participation, an executed counterpart of any Supplemental Indenture providing for the issuance

thereof, and a copy, certified by an officer of the Grantor, of this Indenture and each other document or instrument evidencing or securing each Obligation to be secured by each Participation then being issued; and

(iv) such other closing documents and opinions of counsel as the Trustee may reasonably specify.

Section 204. Execution. Certificates shall be executed on behalf of the Grantor by the manual or facsimile signature of its Chairman, President or any other official thereof. In case any officer whose signature or facsimile of whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

Section 205. Authentication. No Certificate shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until a certificate of authentication on the Certificate evidencing such Participation, substantially in the form set forth below, shall have been duly executed by the Trustee, and such executed certification of the Trustee upon any such Certificate shall be conclusive evidence that such Certificate has been authenticated and delivered under this Indenture. The Trustee's certificate of authentication on any Certificate shall be deemed to have been executed by it if signed by an authorized officer or

signer of the Trustee, but it shall not be necessary that the same officer or signer sign the certificate of authentication on all of the Certificates issued hereunder.

The Trustee's authentication certificate shall be in substantially the following form:

TRUSTEE'S AUTHENTICATION CERTIFICATE

This Certificate is one of the Certificates described in the within-mentioned Collateral Trust Indenture.

_____,
as Trustee

By: _____
Authorized Officer

Section 206. Mutilated, Lost, Stolen or Destroyed Certificates. In the event any Certificate is mutilated, lost, stolen or destroyed, the Grantor may execute and the Trustee may authenticate a new Certificate of like form, date, percentage of participation interest and other terms and provisions as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Certificate, such mutilated Certificate shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Certificate, there shall be first furnished to the Grantor and the Trustee evidence of such loss, theft or destruction satisfactory to the Grantor and the

Trustee, together with indemnity satisfactory to them. The Grantor and the Trustee may charge the holder or owner of such Certificate with their reasonable fees and expenses in this connection.

Section 207. Registration; Transfer; Cancellation upon Surrender; Exchange of Certificates. Upon surrender for transfer of any registered Certificate at the principal corporate trust office of the Trustee, the Grantor shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new registered Certificate with the same terms and provisions, including without limitation the same Participation Percentage, as the Certificate surrendered for transfer. The execution by the Grantor of any Certificate shall constitute full and due authorization of such Certificate and the Trustee shall thereby be authorized to authenticate and deliver such Certificate.

As to any registered Certificate, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof.

Whenever all Obligations secured by a Participation shall have been satisfied and discharged in full, the Certificate evidencing such Participation shall be of no further force and effect and shall be surrendered to the Trustee for cancellation, and the Trustee shall cancel the same or deliver the same to the Grantor for cancellation.

The Grantor and the Trustee may charge each holder of a Certificate requesting an exchange, registration, change in registration or transfer any tax, fee or other governmental charge required to be paid with respect to such exchange, registration or transfer.

ARTICLE III

THE COLLATERAL ACCOUNT

Section 301. Establishment of Account/Subaccounts. (a) The Grantor shall establish with the Trustee and maintain so long as any Participations are Outstanding a separate account to be known as the "Collateral Account-Memphis Center City Revenue Finance Corporation" (the "Collateral Account"). All Rent Payments, as and when received by the Trustee, in whatever form, shall be deposited in the Collateral Account.

(b) Upon the occurrence of any Draw Event as to any Participation and as long as such Draw Event shall continue, the Trustee shall establish and maintain in the Collateral Account a subaccount with respect to such Participation. Each such subaccount (each a "Subaccount") shall at all times while in existence be credited with an amount equal to the then value of the entire Collateral Account multiplied by the respective Participation Percentage of the Participation with respect to which such Subaccount is maintained.

Section 302. Investment. All amounts deposited in the Collateral Account shall be invested and reinvested by the Trustee in Permitted Investments as directed in writing by the Grantor. Such investments shall be made so as to mature on or prior to the date or dates that moneys therefrom are anticipated to be required for disbursement in accordance with this Indenture. All such investments, reinvestments and earnings thereon shall constitute part of and be credited to the Collateral Account.

Section 303. Confirmation of Pledge and Security Interest. The Grantor agrees to execute, acknowledge, deliver, file or do at its sole cost and expense all other acts, assignments, notices, agreements, instruments, filings, recordings or other writings and actions as the Trustee may reasonably request in order to effectuate, assure, convey, secure, assign, transfer, convey and perfect unto the Trustee any of the rights and interests in the Collateral Account granted and intended to be granted by this Indenture. Grantor hereby appoints Trustee its attorney-in-fact to the extent necessary for the taking of any such actions.

Section 304. Trust Funds. All moneys received by the Trustee under the provisions of this Indenture as part of the Trust Estate, including without limitation all moneys deposited in the Collateral Account, and all earnings, investments and securities held in the Collateral Account, shall be trust funds under the terms of this Indenture for the benefit of the Grantor and the Participations Outstanding hereunder until disbursed in accordance with this Indenture; and such earnings, investments and securities shall not be subject to lien or attachment of any creditor of the Grantor. Such moneys, earnings, investments and securities shall be held in trust and applied in accordance with the provisions of this Indenture.

Section 305. Application on Draw Event. Upon the occurrence and during the continuance of any Draw Event with respect to any Participation, the Subaccount for such Participation shall be applied and disbursed in accordance with the applicable provisions of Article VI of this Indenture.

Section 306. Disbursement to Grantor. Except for the amount credited to any Subaccount which is to be disbursed and applied in accordance with Section 305, on or before January 10 of each year the entire balance in the Collateral Account as of the immediately preceding December 31 shall be disbursed to the Grantor, free and clear of any pledge, assignment, security interest or other lien or encumbrance under this Indenture, provided, that in the event Trustee receives notice of a Draw Event on or after December 31 and prior to disbursement to Grantor, Trustee shall segregate the necessary amounts to a subaccount and disburse the balance in the Collateral Account to Grantor. Notwithstanding the foregoing, so long as the initial Participation issued pursuant to this Indenture is outstanding, amounts to be disbursed to the Grantor pursuant to this Section 306 on or before January 10 of each year shall be disbursed to the holder of such Participation; provided that Trustee shall be entitled to deduct from such amount its fees and expenses (including fees related to the Agreement as to Lockbox Services dated July 29, 1999 among the Grantor, the Trustee and First Tennessee Bank National Association, as Lockbox Bank), prior to such distribution.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF GRANTOR

Section 401. Grantor Representations. The Grantor represents and warrants to the Trustee as follows:

(a) The Grantor is a duly constituted public nonprofit corporation organized and existing under the laws of the State of Tennessee, including without limitation the Act.

(b) Under the provisions of the Act, the Grantor is duly authorized to enter into, execute and deliver this Indenture, the Obligations and the related Participations and the Certificates evidencing same, to undertake the transactions contemplated hereby and thereby and to carry out its obligations hereunder and thereunder.

(c) The Grantor has duly authorized the execution and delivery of this Indenture, the Obligations and the related Participations and the Certificates evidencing same.

(d) Each of Leases contains a provision requiring the Lessee to pay Basic Rent Payments directly to the Trustee.

ARTICLE V

COVENANTS OF GRANTOR/SPECIAL LIMITATIONS AND AGREEMENTS

Section 501. Covenants of Grantor.

(a) Covenants to Perform Indenture Obligations. The Grantor covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions to

be performed by the Grantor as provided in this Indenture and in any and every Participation executed, authenticated and delivered under this Indenture.

(b) Further Assurances and Corrective Instruments. Subject to the provisions of Article VIII of this Indenture, the Grantor agrees that it will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledge and delivered, such supplements and amendments hereto and such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Indenture.

(c) Continuation Statements. Upon request of the Trustee, the Grantor, at its expense, shall execute and deliver and cause to be filed or refiled or recorded or rerecorded such continuation statements and other instruments as the Trustee may reasonably request in order to preserve, perfect, protect and continue the liens granted by this Indenture upon the Trust Estate or any part thereof.

(d) Trustee Fees and Expenses. The Grantor agrees to pay all fees of the Trustee as from time to time mutually agreed upon by the Grantor and the Trustee and to pay to the Trustee, within thirty (30) days after notice thereof, all reasonable costs and expenses incurred by the Trustee in connection with its administration of this Indenture.

(e) No Impairment of Rent Payment Obligations. The Grantor shall not default in the performance of its obligations under any Lease, if the effect of such default is to entitle the Lessee to withhold or delay, in whole or in part, the making of Rent Payments under the Lease.

(f) Grantor's Receipt of Rent Payments. If, contrary to the direction and intent that all Rent Payments are to be paid to the Trustee, any such Rent Payments shall be received by Grantor, Grantor shall immediately remit same to Trustee for deposit to the Collateral Account pursuant to this Indenture; and, until so remitted to the Trustee, such Rent Payments shall be held and shall be deemed to be held by the Grantor as trustee of an express trust for the benefit of the Trustee and the holders of any Participations.

Section 502. Additional Covenants. Any Supplemental Indenture providing for the issuance of a Participation may include additional covenants to be observed by the Grantor solely for the benefit of the holder of such Participation, compliance with which additional covenants may be waived in writing by the holder of such Participation, without the consent or concurrence of the holder of any other Participation and breach of which shall not be deemed a breach or default with respect to any Participation not issued pursuant to that Supplemental Indenture.

Section 503. Special Limitations and Agreements. The Trustee specifically acknowledges and agrees with the Grantor as follows:

(a) The Grantor makes no representation, warranty or other guaranty or assurance as to the collectability of any Rent Payments or the performance or enforceability of any Rent Payment Obligations, or as to the sufficiency for any purpose of the Rent Payments received or to be received by the Trustee or amounts otherwise available in the Collateral Account or any Subaccount.

(b) The Lessee's leasehold interest under each of the Leases is or may be or become subject to one or more leasehold mortgages or deeds of trust and assignments of leases and any and all right, title and interest of the Grantor in each of the Projects, is or may be or become subject to one or more mortgages or deeds of trusts, and assignments of leases securing loans from and debts and obligations to various lenders and extenders of credit. In event of default with respect to any loans, debts or other obligations secured by any such mortgage, deed of trust or assignment of leases, all right, title and interest of the Grantor in the project or projects encumbered thereby could be lost, through foreclosure or otherwise, thereby eliminating all Rent Payment Obligations and Rent Payments from such project or projects. Foreclosure or other exercise of rights and remedies with respect to any such leasehold mortgage, deed of trust or assignment of lease could result in delay in or discontinuance of Rent Payments and/or substitution of another Person as lessee under such Lease.

(c) The Grantor fully reserves all its rights and remedies as lessor under and with respect to each of the Leases and may exercise or refrain from exercising any of such rights, privileges and remedies in Grantor's sole and absolute discretion, without regard to the effect

thereof on the Rent Payment Obligations or the Rent Payments, including without limitation (i) the right to exercise or refrain from exercising any one or more rights or remedies in event of default by any Lessee under a Lease, (ii) the right to enter into or reject accommodations, compromises and other arrangements with any Lessee with respect to the amount or time of payment of Rent Payments or other performance under a Lease, (iii) the right to agree to or reject assignments of leasehold interests or sublettings by any Lessee or the substitution of any other Person in place of a Lessee, (iv) the right to agree to or reject extensions, renewals, termination, amendments and other modifications of any Lease and (v) the right to terminate any Lease.

ARTICLE VI

DRAWINGS UPON PARTICIPATIONS

Section 601. Draw Events. Each of the following events is hereby declared to be an "Draw Event" with respect to a Participation:

(a) Written notification to the Trustee and the Grantor by the holder of a Participation that any event as defined in any Obligation secured by such Participation which permits the holder thereof to draw upon such Participation has occurred and is declared by such holder to be a Draw Event under this Indenture; or

(b) The occurrence and continuance of an Event of Default.

An "Event of Default" shall occur if the Grantor shall default in the due and punctual performance of any of the covenants and agreements provided in this Indenture to be performed on the part of the Grantor, and such default shall continue for a period of thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to the Grantor by the Trustee, provided, however, if the default cannot reasonably be cured within thirty (30) days, an Event of Default shall not be deemed to have occurred if the Grantor commences efforts to remedy the default within the thirty-day period, diligently and in good faith continues to pursue the remedy of the default and remedies such default as soon as reasonably possible.

Section 602. Notice of Default. The Trustee shall, within ten (10) days after the Trustee has notice (within the meaning of Section 701(g) hereof) of the occurrence of an Event of Default described in Section 601, mail to the holders of all Outstanding Participations notice of such Event of Default known to the Trustee, unless such Event of Default shall have been cured before the giving of such notice.

Section 603. Remedies. Upon the happening of a Draw Event with respect to any Participation, at the written direction of the holder of such Participation, but not otherwise, the Trustee shall:

(a) From time to time disburse to the holder of such Participation such of the amounts credited or thereafter accruing to the Subaccount for such Participation as the holder of such

Participation shall certify to the Trustee and Grantor that it is entitled to received in accordance with the provisions of the Obligation or Obligations secured by such Participation. To the extent not disbursed, the Trustee shall segregate all monies, earnings, investments and securities then credited and thereafter accruing to such Subaccount and continue to hold same in trust for the holder of such Participation, until disbursed in accordance with written directions of the holder of such Participation.

(b) In case of an Event of Default under clause (b) of Section 601, upon the written direction of the holders of a majority interest in the outstanding Participations, institute proceedings seeking specific performance of any covenant or agreement of Grantor provided in this Indenture which has been breached by Grantor.

(c) Upon the written direction of the holders of a majority interest in the outstanding Participations, exercise on behalf of the holder of such Participation any other rights and remedies available at law or in equity to the Trustee as a secured party, including rights and remedies under the Tennessee Uniform Commercial Code, to enforce and foreclose the security interest in the Trust Estate or exercise any other right or remedy with respect to the Trust Estate for the benefit of the holder of such Participation in proportion to the Participation Percentage for such Participation.

Notwithstanding the foregoing, the Trustee shall not be obligated to take any action pursuant to paragraph (b) or (c) of this Section unless and until provided indemnity in accordance

with Section 701(k) hereof. In addition, Trustee shall not be obligated to take any action pursuant to Paragraph (c) of this Section which would result in a conflict of interest as to any underlying bond issue for which Trustee serves as bond trustee.

All moneys disbursed or paid over to the holder of a Participation as a result of exercise of any remedies under this Article VI shall be applied by such holder in accordance with the provisions of the Obligation or Obligations secured by such Participation.

Section 604. Rights and Remedies of Participation Holders. No holder of any Participation shall have any right to institute any suit, action or proceeding for the enforcement of this Indenture, for the execution of any trust hereof or any other remedy hereunder, unless an Event of Default shall have occurred with respect to a Participation held by such holder and (a) either such Participants holding one hundred percent (100%) of the Participatings Percentages shall elect to proceed directly without the Trustee or (b) such holder shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to execute the powers herein granted or to institute any such action, suit or proceeding in Trustee's own name and unless also, in each case, such holder has offered to the Trustee indemnity as provided in Section 701(k) and unless the Trustee shall thereafter fail or refuse to exercise the power herein granted, or to institute such action, suit or proceeding in its own name; and such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture and

to any action or cause of action for the enforcement of this Indenture or for the exercise of any other right or remedy hereunder.

Section 605. Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then and in every case the Grantor and the Trustee shall, subject to any determination in such proceeding, be restored to their former positions and rights hereunder with respect to the Trust Estate, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been commenced.

ARTICLE VII

THE TRUSTEE

Section 701. Acceptance of the Trusts. The Trustee accepts and agrees to execute the trusts imposed upon it by this Indenture, but only upon the terms and conditions set forth herein. The Trustee, prior to the occurrence of an event of default and after the curing of all events of default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants or obligations should be read into this Indenture against the Trustee. The Trustee agrees to perform such trusts as an ordinarily

prudent corporate trustee, but in any such event, only upon and subject to the following expressed terms and conditions:

(a) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers, or employees but shall be answerable for the conduct of the same in accordance with the standard specified above, and shall be entitled to advice of counsel concerning all matters of trusts hereof and duties hereunder, and may in all cases pay reasonable compensation to any attorney, agent, receiver or employee retained or employed by it in connection herewith. The Trustee may act upon the opinion or advice of an attorney or accountant selected by it in the exercise of reasonable care or, if selected or retained by the Grantor, approved by the Trustee in the exercise of such care. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction based on its good faith reliance upon such opinion or advice.

(b) The Trustee shall not be responsible for any recital herein, or in the Certificates (except with respect to the authentication certificate of the Trustee endorsed thereon), or for the investment of moneys as herein permitted (except that no investment shall be made except in compliance with Section 302 hereof), or for the recording or re-recording, filing or refiling of this Indenture, or any supplement or amendment thereto, or the filing of financing statements, or for the validity of the execution by the Grantor of this Indenture, or of any supplemental indentures or instruments of further assurance, or for the sufficiency of the security for the Obligations, or for the value or title of the property herein conveyed or otherwise as to the maintenance of the

security hereof. The Trustee may (but shall be under no duty to) require of the Grantor full information and advice as to the performance of the covenants, conditions and agreements in the Obligations and shall make its best efforts, but without any obligation, to advise the Grantor of any impending default known to the Trustee.

(c) The Trustee shall not be accountable for the use or application by the Grantor or by the holder of any Participation of any money paid over by the Trustee in accordance with the provisions of this Indenture. The Trustee may become the owner of Obligations secured hereby with the same rights it would have if not Trustee.

(d) The Trustee shall be protected in acting upon any notice, order, requisition, request, consent, certificate, order, opinion, affidavit, letter, telegram or other paper or document in good faith deemed by it to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the holder of any Certificate, shall be conclusive and binding upon all future holders of the same Certificate and any Certificates issued in exchange therefor or in place thereof.

(e) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed on behalf of the Grantor by its Chairman, President or any other officer of the Grantor as

sufficient evidence of the facts therein contained and prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (g) of this Section, or of which by said subsection it is deemed to have notice, may accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of the Chairman, President or any other officer of the Grantor under its seal to the effect that a resolution in the form therein set forth has been adopted by the Grantor as conclusive evidence that such resolution has been duly adopted, and is in full force and effect.

(f) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and the Trustee shall not be answerable for other than its gross negligence or willful misconduct.

(g) The Trustee shall not be required to take notice or be deemed to have notice of any default or Draw Event hereunder unless the Trustee shall be specifically notified in writing of such default or Draw Event by the Grantor or by the holder of any Participation; and all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the principal corporate trust office of the Trustee, and in the absence of such notice so delivered the Trustee may conclusively assume there is no default or Draw Event.

(h) At any and all reasonable times, the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect any and all books, papers and records of the Grantor pertaining to the Participations, and to take such memoranda from and in regard thereto as may be desired.

(i) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(j) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Certificates, the release of any portion of the Trust Estate, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action, as the Trustee deems reasonably necessary for the purpose of establishing the right of the Grantor to any such action by the Trustee.

(k) Before taking any action under this Section 701 the Trustee may require that a satisfactory indemnity bond (or other form of indemnity satisfactory to the Trustee) be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its gross negligence or willful misconduct in connection with any action so taken.

(l) All moneys received by the Trustee shall, until used, applied, invested or disbursed as herein provided, be held in trust for the purposes for which received but need not be segregated from other funds except to the extent required by law or by this Indenture. The Trustee shall be under no liability for interest on any moneys received hereunder except such as may be agreed upon.

(m) If any Event of Default under this Indenture shall have occurred and be continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture and shall use the same degree of care as a prudent corporate trustee would exercise or use in the circumstances.

Section 702. Fees, Charges and Expenses of Trustee. The Trustee shall be entitled to payment and/or reimbursement for reasonable fees for its services rendered hereunder and all advances, reasonable counsel fees and expenses of counsel and other expenses reasonably and necessarily made or incurred by the Trust in connection with such services. The Trustee hereby waives any lien in its favor on the Trust Estate.

Section 703. Intervention by Trustee. In any judicial proceeding to which the Grantor is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of the holder of any Participation, the Trustee may intervene on behalf of such Participation holder. The rights and obligations of the Trustee under this Section are subject to the approval of a court of competent jurisdiction.

Section 704. Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, provided such corporation or association is otherwise eligible under Section 705, shall be and become successor Trustee hereunder and vested with all of the title to the whole property or trust estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 705. Trustee Required; Eligibility. There shall at all times be a Trustee hereunder which shall be a bank or trust company, with corporate trust offices in Memphis, Tennessee, organized under the laws of the United States of America or the State of Tennessee, authorized to exercise corporate trust powers, subject to supervision or examination by federal or state authorities, and having a reported combined capital and surplus of not less than $50,000,000. If at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section, it shall resign immediately in the manner provided in Section 706. No resignation or removal of the Trustee and no appointment of a successor Trustee shall become effective until the successor Trustee has accepted its appointment under Section 709 hereof.

Section 706. Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving written notice to the Grantor and the Corporation and by registered or certified mail to each registered owner of any Participation then outstanding. Such notice to the Grantor may be served personally or sent by registered or certified mail.

Section 707. Removal of the Trustee. The Trustee may be removed at any time, by an instrument or concurrent instruments in writing delivered to the Trustee and to the Grantor, and signed by the owners of a majority in aggregate Participation Percentages of the Participations then Outstanding.

Section 708. Appointment of Successor Trustee; Temporary Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in the process of dissolution or liquidation, or otherwise becomes incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor Trustee may be appointed by the owners of a majority in aggregate Participation Percentages of the Participations then outstanding, by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys in fact, duly authorized; provided, nevertheless, that in case of such vacancy the Grantor by an instrument executed and signed by its Chairman or President and attested by its Secretary or other designated officer of the Grantor under its seal, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the Participation holders in the manner above provided; provided further, that if no permanent

successor Trustee shall have been appointed by the Participation holders within the six (6) calendar months next succeeding the month during which the Grantor appoints such a temporary Trustee, such temporary Trustee shall without any further action on the part of the Grantor or the Participation holders become the permanent successor Trustee. The foregoing notwithstanding, any such temporary Trustee so appointed by the Grantor shall immediately and without further act be superseded by any successor Trustee so appointed by such Participation holders within the six (6) calendar months next succeeding the month during which such temporary Trustee is appointed.

Section 709. Concerning Any Successor Trustees. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Grantor an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the Grantor, or of its successor, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all investments and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Grantor be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Grantor. The resignation of any Trustee and the instrument

or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article shall be filed and/or recorded by the successor Trustee in each recording and filing office, if any, where this Indenture shall have been filed and/or recorded.

Section 710. Trustee Protected in Relying Upon Resolution, Etc.. The resolutions, opinions, certificates and other instruments provided for in this Indenture may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for the release of property and the withdrawal of cash hereunder.

ARTICLE VIII

SUPPLEMENTAL INDENTURES

Section 801. Supplemental Indentures Not Requiring Consent of Participation Holders. Whenever there is no Participation Outstanding hereunder, the Grantor and the Trustee may amend, restate or supplement this Indenture in any respect whatsoever, without consent of or notice to any other Person. Whenever there shall be one or more Participations Outstanding hereunder, the Grantor and the Trustee may, without the consent of or notice to any of the Participation holders, enter into an indenture or indentures supplemental to this Indenture, as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in this Indenture;

(b) to grant to or confer upon the Trustee for the benefit of the holders of Participations any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the holders thereof and the Trustee, or either of them;

(c) to assign and pledge under this Indenture additional revenues, properties or collateral;

(d) to evidence the appointment of a separate trustee or the succession of a new trustee hereunder; or

(e) to provide for Additional Participations to the extent permitted by this Indenture.

Section 802. Supplemental Indentures Requiring Consent of Participation Holders. In addition to supplemental indentures covered by Section 801 hereof and subject to the terms and provisions contained in this Section, and not otherwise, the holders of all Participations which are Outstanding hereunder at the time of the execution of such indenture or supplemental indenture, or, in the case less than all of the Outstanding Participations are affected thereby, the holders of all of the Participations so affected which are Outstanding at the time of such execution, shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Grantor and the Trustee

of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Grantor for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture; provided that if such modification, alteration, amendment or addition will, by its terms, not take effect so long as any specified Participations remain Outstanding, the consent of the holders of such Participations shall not be required; provided, further, nothing in this Section contained shall permit, or be construed as permitting a supplemental indenture to effect a modification of the rights, duties or immunities of the Trustee, without the written consent of the Trustee.

If at any time the Grantor shall request the Trustee to enter into any such supplemental indenture for any of the purposes of this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be mailed to each holder of Participations affected thereby. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all holders of Participations affected thereby. The Trustee shall not, however, be subject to any liability to any Participation holder by reason of its failure to mail such notice to such holder or a defect in the notice given to such holder, and any such failure or defect as to any holder shall not affect the validity of such supplemental indenture when consented to and approved as provided in this Section. If the holders of the requisite Participations which at the time of the execution of any such supplemental indenture shall have consented to and approved the execution thereof as

herein provided, no holder of any Participation shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Grantor from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental indenture as in this Section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

ARTICLE IX

SATISFACTION AND DISCHARGE OF THE INDENTURE

Section 901. Release of Indenture. Whenever at any time there shall be no Participations Outstanding under this Indenture, then, upon written request of the Grantor delivered to the Trustee, the right, title and interest of the Trustee in the Trust Estate hereunder shall cease, determine and become void and the Trustee shall release this Indenture and shall execute such documents to evidence such release as may be reasonably required by the Grantor.

ARTICLE X

ACTS OF PARTICIPATION HOLDERS; MANNER OF EVIDENCING OWNERSHIP OF OBLIGATIONS

Section 1001. Acts of Participation Holders; Proof of Ownership. Any request, direction, consent or other instrument provided by this Indenture to be signed and executed by the holders of Certificates may be in any number of concurrent writings of similar tenor and may be signed or executed by such holders in person or by agent appointed in writing. The Trustee may rely conclusively on the content of such request, direction, consent or other instrument and shall have no duty to assess or verify the merits thereof. Proof of the execution of any such request, direction or other instrument or of the writing appointing any such agent and of the ownership of Certificates, if made in the following manner, shall be sufficient for any of the purposes of this Indenture and shall be conclusive in favor of the Trustee and the Grantor, with regard to any action taken by them, or either of them, under such request or other instrument, namely:

(a) The fact and date of the execution by any person or any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments in such jurisdiction, that the person signing such writing acknowledge before him the execution thereof, or by the affidavit of a witness of such execution; and

(b) The ownership of Certificates shall be proved by the registration of such Certificates.

Any action taken or suffered by the Trustee pursuant to any provision of this Indenture, upon the request or with the assent of any person who at the time is the holder of any Certificate

or Certificates shall be conclusive and binding upon all future holders of the same Certificate or Certificates.

ARTICLE XI

MISCELLANEOUS

Section 1101. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be impled from this Indenture or the Certificates is intended or shall be construed to give to any Person, other than the parties hereto and the holders of the Participations from time to time Outstanding, any legal or equitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions herein contained; this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the holders of the Participations as herein provided.

Section 1102. Severability. If any provision of this Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent

whatever. The invalidity of any one or more phrases, sentences, clauses or Sections in this Indenture contained shall not affect the remaining portions of this Indenture or any part thereof.

Section 1103. Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper if the same shall be duly mailed by registered or certified mail and addressed as follows:

If to Grantor:

Memphis Center City Revenue
Finance Corporation
The Crump Building
114 North Main Street
Memphis, TN 38103
Attn: President & CEO

with copy to:

James B. McLaren, Jr., Esq.
80 Monroe Avenue
Suite 700
Memphis, TN 38103

If to the Trustee:

First Tennessee Bank
4385 Poplar Avenue
Memphis, TN 38117
Attn: Corporate Trust Department

with copy to:

Anne Mathes, Esq.
Baker, Donelson, Bearman & Caldwell
Twentieth Floor
First Tennessee Building

Memphis, TN 38103

Section 1104. Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1105. Applicable Law. This Indenture shall be governed by the applicable laws of the State of Tennessee.

Section 1106. Immunity of Officers, Employees and Members of Grantor. No recourse shall be had for the payment of any obligation, covenant or agreement in this Indenture contained against any past, present or future officer, director, member, employee or agent of the Grantor, or of any successor public corporation, as such, either directly or through the Grantor or any successor public corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and the issuance of the Participations.

Section 1107. Holidays. If the date for making any payment or the date for performance of any act or the exercising of any right, as provided in this Indenture, is not a business day, such

payment may be made or act performed or right exercised on the next succeeding business day with the same force and effect as if done on the nominal date provided in this Indenture.

IN WITNESS WHEREOF, MEMPHIS CENTER CITY REVENUE FINANCE CORPORATION, has caused these presents to be signed in its name and on its behalf by its President and CEO and to evidence its acceptance of trusts hereby created, First Tennessee Bank National Association, has caused these presents to be signed in its name and on its behalf as Trustee by its Vice President, its official seal to be hereunto affixed and the same to be attested by one of its authorized officers, all as of the date and year first above written.

MEMPHIS CENTER CITY
REVENUE FINANCE CORPORATION

By: _____
Jeff Sanford, President and CEO

FIRST TENNESSEE BANK
NATIONAL ASSOCIATION, as Trustee

By: _____
Dennis D. Gillespie, Vice President

STATE OF TENNESSEE:
COUNTY OF SHELBY:

Before me, a Notary Public of the State and County aforesaid, personally appeared Jeff Sanford, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President and CEO of Memphis Center City Revenue Finance Corporation, the within named bargainor, a corporation, and that he, as such President and CEO, executed the foregoing instrument for the purposes therein contained by signing the name of Memphis Center City Revenue Finance Corporation by himself as such President and CEO.

WITNESS my hand and notarial seal at office this 9th day of July, 1999.

My commission expires:
9/06/99

NOTARY PUBLIC

SUSAN K. BUCY NOTARY PUBLIC AT LARGE SHELBY CO., TN.

STATE OF TENNESSEE:
COUNTY OF SHELBY:

Before me, a Notary Public of the State and County aforesaid, personally appeared Dennis D. Gillespie, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Vice President of First Tennessee Bank National Association, the within named bargainor, a corporation, and that he, as such Vice President, executed the foregoing instrument for the purposes therein contained by signing the name of First Tennessee Bank National Association by himself as such Vice President.

WITNESS my hand and notarial seal at office this 28th day of July, 1999.

My commission expires:
9/06/99

NOTARY PUBLIC

SUSAN K. BUCY NOTARY PUBLIC AT LARGE SHELBY CO., TN.

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EXHIBIT A

1. [PILOT 1] Amendment to Lease Agreement between Memphis Center City Revenue Finance Corporation and Jefferson Place, L.L.C.

2. [PILOT 3] Second Amendment to Lease Agreement between Memphis Center City Revenue Finance Corporation and Shrine Investment Company.

3. [PILOT 9] Amendment to Lease Agreement between Memphis Center City Revenue Finance Corporation and Court Square Partnership.

4. [PILOT 22] Amendment to Lease Agreement between Memphis Center City Revenue Finance Corporation and Claridge House Apartments, Inc.

5. [PILOT 25] Amendment to Lease Agreement between Memphis Center City Revenue Finance Corporation and Cotton Exchange Building, a Limited Partnership.

6. [PILOT 27] Amendment to Lease Agreement between Memphis Center City Revenue Finance Corporation and Three Sisters, Ltd.

7. [PILOT 37] Amendment to Lease Agreement between Memphis Center City Revenue Finance Corporation and Discount Groceries, Inc.

8. [PILOT 39] Third Amendment to Lease between Memphis Center City Revenue Finance Corporation and Parkway Properties, LP.

9. [PILOT 43] Amendment to Lease Agreement between Memphis Center City Revenue Finance Corporation and Storage-USA on Poplar.

10. [PILOT 44] Amendment to Lease Agreement between Memphis Center City Revenue Finance Corporation and JTS Pool Properties, Limited Partnership.

11. [PILOT 45] Amendment to Lease Agreement between Memphis Center City Revenue Finance Corporation and William Len Apartments, LLC.

12. [PILOT 59] Amendment to Lease Agreement between Memphis Center City Revenue Finance Corporation and Medical Center Associates, Ltd.

13. [PILOT 60] Amendment to Lease Agreement between Memphis Center City Revenue Finance Corporation and 413 South Main, Ltd.

14. [PILOT 64] Amendment to Lease Agreement between Memphis Center City Revenue Finance Corporation and Henry M. Turley, Jr. and Meredith L. McCullar.

15. [PILOT 68] Amendment to Lease Agreement between Memphis Center City Revenue Finance Corporation and SWEATAC, Inc.

16. [PILOT 69] Amendment to Lease Agreement between Memphis Center City Revenue Finance Corporation and Victoria Cruickshank.

49. [PILOT 112] Lease Agreement between Memphis Center City Revenue Finance Corporation and Linda M. Felts Interiors, Inc.

50. [PILOT 113] Lease Agreement between Memphis Center City Revenue Finance Corporation and McEwen Downtown LLC.

51. [PILOT 116] Lease Amendment between Memphis Center City Revenue Finance Corporation and Crump Building L.P.

52. [PILOT 117] Lease Agreement between Memphis Center City Revenue Finance Corporation and Gibson Guitar Corp.

53. [PILOT 118] Lease Agreement between Memphis Center City Revenue Finance Corporation and the City of Memphis and County of Shelby, Tennessee.

54. [PILOT 120] Lease Agreement between Memphis Center City Revenue Finance Corporation and South Bluffs, a Joint Venture.

55. [PILOT 124] Lease Agreement between Memphis Center City Revenue Finance Corporation and 9 So. 2nd Properties, L.L.C..

56. [PILOT 127] Lease Agreement between Memphis Center City Revenue Finance Corporation and Harbor Town Centre, LLC.

57. [PILOT 128] Lease Agreement between Memphis Center City Revenue Finance Corporation and Ephraim Urevbu.

58. [PILOT 130] Lease Agreement between Memphis Center City Revenue Finance Corporation and 300 North Second Street, L.P.

59. [PILOT 132] Lease Agreement between Memphis Center City Revenue Finance Corporation and Moore Garage LLC.

60. [PILOT 133] Lease Agreement between Memphis Center City Revenue Finance Corporation and Moore Building Associates LP.

61. [PILOT 134] Lease Agreement between Memphis Center City Revenue Finance Corporation and Memphis Redbirds Baseball Foundation.

62. [PILOT 137] Lease Agreement between Memphis Center City Revenue Finance Corporation and Peabody Place Hotel Company, L.P.

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EXHIBIT B

1. [PILOT 1] That certain Amendment to Lease Agreement dated December 30, 1998, and recorded in the Register's Office of Shelby County, Tennessee as Instrument JA 3487, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Jefferson Place, L.L.C., formerly Jefferson Place, L.P., prior to conversion to a limited liability company under Tennessee Code Annotated § 48-204-101, successor in interest to Morris S. Fogelman and Mollye B. Fogelman by Absolute Assignment of Lease and Assumption Agreement dated April 27, 1994, recorded as Instrument EJ 1145, Mollye B. Fogelman being the successor in interest by Absolute Assignment of Lease and Assumption Agreement dated April 27, 1994, recorded as Instrument EJ 1143, to Morris S. Fogelman of fifty percent (50%) of his original complete interest as lessee under Contract and Lease and Security Agreement dated May 24, 1979, recorded as Instrument P3 8429, said Register's Office.

2. [PILOT 3] That certain Second Amendment to Lease Agreement dated February 23, 1999, and recorded in the Register's Office of Shelby County, Tennessee as Instrument JD 7243, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Shrine Investment Company, as Lessee, original Lease being dated December 31, 1979, recorded as Instrument R1 2757, as amended by Amendment to Lease dated March 18, 1994, recorded as Instrument ES 2307, said Register's Office.

3. [PILOT 9] That certain Amendment to Lease Agreement dated May 28, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HN 8124, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Court Square Partnership, as Lessee, successor in interest to Joel H. Porter, Charles F. Newman, C. Thomas Cates, Joe M. Duncan, John A. Stemmler and Jef Feibelman by Quit Claim Deeds dated July 22, 1982, recorded as Instruments T4 5712 through T4 5715, who were successors in interest to 128 North Court Corporation, the original lessee under Lease Agreement dated September 30, 1981, recorded as Instrument S8 0804, said Register's Office.

4. [PILOT 22] That certain Amendment to Lease Agreement dated December 30, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JA 3474, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Claridge House Apartments, Inc., as Lessee, successor in interest to Westinghouse Credit Corporation by Assignment of Lease dated November 23, 1992, recorded as Instrument DE 6850, re-recorded as Instrument DL 9344, Westinghouse Credit Corporation being successor in interest to Claridge House Apartments, Ltd. by Trustee Deed dated June 4, 1992, recorded as Instrument CW 9428, original Lease Agreement with Claridge House Apartments, Ltd. being dated February 17, 1983, recorded as Instrument no T9 2499, said Register's Office.

5. [PILOT 25] That certain Amendment to Lease Agreement dated February 23, 1999, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JD 7240, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Cotton Exchange Building, a Limited Partnership, as Lessee, successor in interest to CESAC, Ltd. by Assignment

of Lease dated December 21, 1984, recorded as Instrument V9 9347, CESAC, Ltd. being Lessee under Lease dated December 1, 1983, recorded as Instrument U8 9478, and amended by Amended and Restated Lease Agreement dated May 1, 1994, recorded as Instrument EK 3969, said Register's Office.

6. [PILOT 27] That certain Amendment to Lease Agreement dated February 23, 1999, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JD 7245, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Three Sisters, Ltd., as Lessee, original Lease Agreement dated December 23, 1983, recorded as Instrument U8 9249, as amended by Amendment and Restated Lease Agreement dated December 30, 1985, recorded as Instrument X3 7544, and further amended by First Amendment to Amended and Restated Lease Agreement dated May 23, 1986, recorded as Instrument X8 9837, said Register's Office.

7. [PILOT 37] That certain Amendment to Lease Agreement dated December 30, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JA 3473, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Discount Groceries, Inc., as Lessee, successor in interest to Arnold Goldin and Lee J. Bloomfield by Assignment of Lease dated April 28, 1997, recorded as Instrument GP 7767, original Lease Agreement dated December 21, 1984, recorded as Instrument V9 9179, said Register's Office.

8. [PILOT 39] That certain Third Amendment to Lease dated September 30, 1997, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument GX 1871 by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Parkway Properties, LP, as Lessee, successor in interest to Morgan Properties, LLC, who was successor in interest to Allstate Life Insurance Company, who was successor in interest to One Court Square Investors Limited Partnership, original Lease Agreement dated February 27, 1984, recorded as Instrument W1 0636, as amended by First Amendment to Lease Agreement dated January 1, 1987, recorded as Instrument Z1 9258, and further amended by Second Amendment to Lease Agreement dated October 21, 1987, recorded as Instrument AC 7334, and Third Amendment to Lease Agreement dated September 30, 1997, recorded as Instrument GX 1871, said Register's Office.

9. [PILOT 43] That certain Amendment to Lease Agreement dated December 30, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JA 3478, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Storage-USA on Poplar, as Lessee, successor in interest to Storage-USA, Inc. by Assignment dated March 23, 1994, recorded as Instrument EG 1744, Storage-USA, Inc. being successor in interest to Scimitar Holdings, Inc. by Absolute Assignment and Assumption of Lease Agreement dated December 30, 1992, recorded as Instrument DG 4412, Scimitar Holdings, Inc. being successor in interest to Winchester Building Joint Venture under Lease Agreement dated December 28, 1984, recorded as Instrument W1 0626, said Register's Office.

10. [PILOT 44] That certain Amendment to Lease Agreement dated December 30, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JA 3485, by and

between Memphis Center City Revenue Finance Corporation, as Lessor, and JTS Pool Properties, Limited Partnership, as Lessee, successor in interest to Brinkley Plaza Holdings, Inc. by Absolute Assignment and Assumption of Lease Agreement dated December 18, 1992, recorded as Instrument DF 9600 and re-recorded as Instrument DG 1802, Brinkley Plaza Holdings, Inc. being successor in interest to General Electric Capital Corporation by Assignment dated December 27, 1985, recorded as Instrument X3 6768, General Electric Capital Corporation being successor in interest of Joseph Larkey/Memphis Associates under Amended and Restated Lease dated December 31, 1984, recorded as Instrument W1 1229, as amended by Amendment to Amended and Restated Lease Agreement dated July 23, 1987, recorded as Instrument Z9 4952, Second Amendment to Amended and Restated Lease Agreement dated June 8, 1988, recorded as Instrument AR 4642, and Third Amendment to Amended and Restated Lease Agreement dated August 30, 1989, recorded as Instrument BL 3016, Fourth Amendment to Amended and Restated Lease Agreement dated December 20, 1990, recorded as Instrument BZ 7841, said Register's Office.

11. [PILOT 45] That certain Amendment to Lease Agreement dated December 30, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JA 3484, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and William Len Apartments, LLC, as Lessee, successor in interest by Assignment to Convey Leasehold dated April 17, 1997, recorded as Instrument GN 2181 to Canterbury Apartments Phase II, Inc., Shadybrook Apartments, Inc., and JH/ZH Limited Partnership, successors in interest by Assignment to Convey Leasehold dated April 1, 1994, recorded as Instrument EG 5956, to Leader Federal Bank For Savings, successor in interest by Trustee Deed dated October 19, 1992, recorded as Instrument DD 0006 to William LEN, Ltd., successor in interest by Assignment and Assumption Agreement dated December 17, 1985, recorded as Instrument X3 5298 to Paddlewheel Properties, VI, Ltd., original Lessee under Lease Agreement dated December 31, 1984, recorded as Instrument W1 1249, said Register's Office.

12. [PILOT 59] That certain Amendment to Lease Agreement dated February 23, 1999, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JD 7246, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Medical Center Associates, Ltd., as Lessee, original Lease Agreement being dated July 8, 1986, recorded as Instrument Y2 2545, said Register's Office.

13. [PILOT 60] That certain Amendment to Lease Agreement dated February 24, 1999, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JD 7663, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and 413 South Main, Ltd., as Lessee, original Lease Agreement being dated November 1, 1986, recorded as Instrument Y7 7250, said Register's Office.

14. [PILOT 64] That certain Amendment to Lease Agreement dated February 24, 1999, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JD 7664, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Henry M. Turley,

Jr. and Meredith L. McCullar, as Lessee, original Lease Agreement being dated December 30, 1986, recorded as Instrument Y9 0597, said Register's Office.

15. [PILOT 68] That certain Amendment to Lease Agreement dated May 12, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HN 5714, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and SWEATAC, Inc., as Lessee, successor in interest by Assignment and Assumption of Lease dated March 18, 1998, recorded as Instrument HJ 9772, to Old Spaghetti Warehouse, Inc., original Lessee under Lease Agreement dated April 1, 1987, recorded as Instrument Z4 2694 and re-recorded as Instrument no AA 3272, as amended by First Amendment to Lease Agreement dated May 16, 1988, recorded as Instrument AL 2124, said Register's Office.

16. [PILOT 69] That certain Amendment to Lease Agreement dated May 28, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HN 9652, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Victoria Cruickshank, as Lessee, successor in interest to Ben H. Reisman and Laurel J. Reisman under Lease Agreement dated May 1, 1987, recorded as Instrument Z5 6468, said Register's Office.

17. [PILOT 70] That certain First Amended and Restated Lease Agreement dated October 28, 1997, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument GY 7354, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Allenberg Building Partners, as Lessee, original Lease Agreements being dated June 27, 1988, recorded as Instruments AM 7369 and AM 7370, Assignment of Lease Agreement dated June 27, 1988, recorded as Instrument AM 7365, and Lease Agreement dated October 17, 1987, recorded as Instrument AC 2057, said Register's Office.

18. [PILOT 73] That certain Amendment to Lease Agreement dated December 30, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JA 3476, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Murray Riss, as Lessee, original Lease being dated December 30, 1987, recorded as Instrument AF 1427, said Register's Office.

19. [PILOT 77] That certain Amendment to Lease Agreement dated October 8, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HW 8344, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and South Main Renaissance, L.L.C., as Lessee, successor by Articles of Conversion to South Main Renaissance, L.P., Modification to Lease Agreement dated June 20, 1989, recorded as Instrument BC 8259, and Lease Agreement being dated July 26, 1988, recorded as Instrument AN 9666, re-recorded as Instrument AP 6983, said Register's Office.

20. [PILOT 81] That certain Amendment to Lease Agreement dated April 29, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HN 5437, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and The South Bluffs,

as Lessee, original Lease Agreement being dated November 1,1990, recorded as Instrument BX 9856, said Register's Office.

21. [PILOT 84] That certain Second Amendment to Lease Agreement dated October 13, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HW 8343, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Henry B. Cowles and Barbara S. Cowles, as Lessee, original Lease Agreement being dated August 12, 1991, recorded as Instrument no CJ 5782, as amended by First Amendment to Lease Agreement dated September 2, 1992, recorded as Instrument DG 0034, said Register's Office.

22. [PILOT 86 and PILOT 100] That certain Amendment to Lease Agreement dated February 23, 1999, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JD 7247, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Island Properties Associates, as Lessee, original Lease Agreement being dated August 26, 1996, recorded as Instrument GB 1886, said Register's Office.

23. [PILOT 88] That certain Amendment to Lease Agreement dated December 30, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JA 3480, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and 387 S. Main Properties, as Lessee, original Lease Agreement being dated May 25, 1993, recorded as Instrument DN 3682, said Register's Office.

24. [PILOT 89(a)] That certain Third Amendment to Lease Agreement dated December 30, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JA 3482, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and AutoZone, Management, L.P., as Lessee, successor to AutoZone, Inc. by Assignment and Assumption of Lease dated May 11, 1997, recorded as Instrument GR 4119, original Lease Agreement being dated September 1, 1993, recorded as Instrument DW 5784, as amended by Lease Amendment dated September 1, 1993, recorded as Instrument EV 4511, and further amended by Second Amendment to Lease Agreement dated December 21, 1995, recorded as Instrument FP 1941, said Register's Office.

25. [PILOT 89(b)] That certain Second Amendment to Lease Agreement dated February 23, 1999, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JD 7244, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Peabody Place-Gold, L.P., as Lessee, original Lease Agreement being dated August 18, 1994, recorded as Instrument EP 6915, as amended by Amendment to Lease Agreement dated December 4, 1996, recorded as Instrument GG 3752, said Register's Office.

26. [PILOT 89(c)] That certain Amendment to Lease Agreement dated February 23, 1999, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JD 7242, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Peabody Place-

Hav, L.P., as Lessee, original Lease Agreement being dated August 18, 1994, recorded as Instrument EP 6904, said Register's Office.

27. [PILOT 89(d)] Those certain First Amended and Restated Lease Agreements dated September 12, 1997, and recorded in the Register's Office of Shelby County, Tennessee, as Instruments GW 2414-2416, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Peabody Office Tower, L.P., as Lessee, original Lease Agreement being dated August 18, 1994, recorded as Instrument FN 5877, said Register's Office.

28. [PILOT 90] That certain Amendment to Lease Agreement dated April 23, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JA 3479, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Memphis Engraving Company, Inc. d/b/a Color Craft Label Company, as Lessee, original Lease Agreement being dated December 29, 1993, recorded as Instrument DW 6332, said Register's Office.

29. [PILOT 91] That certain Amendment to Lease Agreement dated September 17, 1997, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument GX 1492, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Gayoso House L.P., as Lessee, original Lease Agreement being dated December 21, 1993, recorded as Instrument EB 6246, said Register's Office.

30. [PILOT 92] That certain Amendment to Lease Agreement dated February 23, 1999, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JD 7241, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Pinch Partners Investment Company as Lessee, original Lease Agreement being dated March 21, 1994, recorded as Instrument EG 1225, re-recorded as Instrument EH 1848, said Register's Office.

31. [PILOT 93] That certain Amendment to Lease Agreement dated December 30, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JA 3483, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and AutoZone Management, L.P., as Lessee, successor to AutoZone, Inc. by Assignment and Assumption of Lease dated May 11, 1997, recorded as Instrument GR 4120, original Lease Agreement being dated December 28, 1994, recorded as Instrument EV 9962, said Register's Office.

32. [PILOT 94] That certain Amendment to Lease Agreement dated December 30, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JA 3481, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and The Exchange Building Limited Partnership, as Lessee, original Lease Agreement dated January 31, 1995, recorded as Instrument EX 5735, said Register's Office.

33. [PILOT 96] That certain Amendment to Lease Agreement dated October 1, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HU 8034, by and

between Memphis Center City Revenue Finance Corporation, as Lessor, and Tennessee Hotel Group I, L.P., as Lessee, original Lease Agreement being dated November 8, 1995, recorded as Instrument FL 2916, said Register's Office.

34. [PILOT 98] That certain Amendment to Lease Agreement dated December 30, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JA 3475, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and D'Army Bailey and Adrienne Bailey, as Lessee, original Lease Agreement being dated December 29, 1995, recorded as Instrument FN 8171, said Register's Office.

35. [PILOT 99] That certain Amendment to Lease Agreement dated December 30, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JA 3477, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Philip Woodard and Terry Woodard, as Lessee, original Lease Agreement being dated April 17, 1996, recorded as Instrument FW 0978, said Register's Office.

36. [PILOT 102] That certain Amendment to Lease Agreement dated July 21, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JA 3486, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Henry B. Cowles and Barbara S. Cowles, as Lessee, original Lease Agreement being dated December 30, 1996, recorded as Instrument GK 7127, said Register's Office.

37. [PILOT 103] That certain Lease Agreement by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Island Properties Associates, as Lessee, dated October 27, 1997, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument GY 9371.

38. [PILOT 105] That certain Lease Agreement by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Hotel Peabody, Ltd., as Lessee, dated December 31, 1997, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HB 6476.

39. [PILOT 106] That certain Lease Agreement by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Gateway Apartments, L.P., as Lessee, dated December 31, 1997, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HC 9510.

40. [PILOT 107(a)] That certain Lease Agreement by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Mark S. Grawemeyer and Leslie E. Smith, as Lessee, dated December 31, 1997, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HC 9504.

41. [PILOT 107(b)] That certain Lease Agreement by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Mark S. Grawemeyer and Leslie E. Smith, as Lessee, dated December 31, 1997, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HC 9507.

42. [PILOT 107(c)] That certain Lease Agreement by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Mark S. Grawemeyer and Leslie E. Smith, as Lessee, dated December 31, 1997, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HC 9505.

43. [PILOT 107(d)] That certain Lease Agreement by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Mark S. Grawemeyer and Leslie E. Smith, as Lessee, dated December 31, 1997, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HC 9506.

44. [PILOT 107(e)] That certain Lease Agreement by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Mark S. Grawemeyer and Leslie E. Smith, as Lessee, dated December 31, 1997, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HC 9508.

45. [PILOT 108] That certain Lease Agreement by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Robert Lamb Sullivan, as Lessee, dated December 31, 1997, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HC 6763.

46. [PILOT 109] That certain Lease Agreement by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Salem Manor L.P., as Lessee, dated December 23, 1997, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HB 5137.

47. [PILOT 110] That certain Lease Agreement by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Philip Woodard and Terry Woodard, as Lessee, dated December 31, 1997, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HC 6762.

48. [PILOT 111] That certain Lease Agreement by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Tri-State Armature & Electrical Works, Inc., as Lessee, dated December 31, 1997, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HC 6761.

49. [PILOT 112] That certain Lease Agreement by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Linda M. Felts Interiors, Inc., as Lessee, dated

December 31, 1997, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HC 9511.

50. [PILOT 113] That certain Lease Agreement by and between Memphis Center City Revenue Finance Corporation, as Lessor, and McEwen Downtown LLC, as Lessee, dated December 31, 1997, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HC 9512.

51. [PILOT 116] That certain Lease Amendment by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Crump Building L.P., as Lessee, dated December 30, 1997, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HC 9509.

52. [PILOT 117] That certain Lease Agreement by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Gibson Guitar Corp., as Lessee, dated February 3, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HD 2996.

53. [PILOT 118] That certain Lease Agreement by and between Memphis Center City Revenue Finance Corporation, as Lessor, and the City of Memphis and County of Shelby, Tennessee, as Lessee, dated April 14, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HW 5726.

54. [PILOT 120] That certain Lease Agreement by and between Memphis Center City Revenue Finance Corporation, as Lessor, and South Bluffs, a Joint Venture, as Lessee, dated April 29, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HJ 2135.

55. [PILOT 124] That certain Lease Agreement by and between Memphis Center City Revenue Finance Corporation, as Lessor, and 9 So. 2nd Properties, L.L.C., as Lessee, dated February 17, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HH 0266 and rerecorded as Instrument JD 9802.

56. [PILOT 127] That certain Lease Agreement by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Harbor Town Centre, LLC, as Lessee, dated August 31, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HS 8932.

57. [PILOT 128] That certain Lease Agreement by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Ephraim Urevbu, as Lessee, dated August 31, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HS 8934.

58. [PILOT 130] That certain Lease Agreement by and between Memphis Center City Revenue Finance Corporation, as Lessor, and 300 North Second Street, L.P., as Lessee, dated August 31, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HS 9120.

59. [PILOT 132] That certain Lease Agreement by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Moore Garage LLC, as Lessee, dated December 29, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JA 3444 and rerecorded as Instrument JC 6680.

60. [PILOT 133] That certain Lease Agreement by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Moore Building Associates LP, as Lessee, dated December 29, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JA 3442.

61. [PILOT 134] That certain Lease Agreement by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Memphis Redbirds Baseball Foundation, as Lessee, dated December 1, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JA 3431 and rerecorded as Instrument JC 6677.

62. [PILOT 137] That certain Lease Agreement by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Peabody Place Hotel Company, L.P., as Lessee, dated December 31, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JA 3472.

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EXHIBIT A

1. [PILOT 1] That certain Amendment to Lease Agreement dated December 30, 1998, and recorded in the Register's Office of Shelby County, Tennessee as Instrument JA 3487, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Jefferson Place, L.L.C., formerly Jefferson Place, L.P., prior to conversion to a limited liability company under Tennessee Code Annotated § 48-204-101, successor in interest to Morris S. Fogelman and Mollye B. Fogelman by Absolute Assignment of Lease and Assumption Agreement dated April 27, 1994, recorded as Instrument EJ 1145, Mollye B. Fogelman being the successor in interest by Absolute Assignment of Lease and Assumption Agreement dated April 27, 1994, recorded as Instrument EJ 1143, to Morris S. Fogelman of fifty percent (50%) of his original complete interest as lessee under Contract and Lease and Security Agreement dated May 24, 1979, recorded as Instrument P3 8429, said Register's Office.

2. [PILOT 3] That certain Second Amendment to Lease Agreement dated February 23, 1999, and recorded in the Register's Office of Shelby County, Tennessee as Instrument JD 7243, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Shrine Investment Company, as Lessee, original Lease being dated December 31, 1979, recorded as Instrument R1 2757, as amended by Amendment to Lease dated March 18, 1994, recorded as Instrument ES 2307, said Register's Office.

3. [PILOT 9] That certain Amendment to Lease Agreement dated May 28, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HN 8124, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Court Square Partnership, as Lessee, successor in interest to Joel H. Porter, Charles F. Newman, C. Thomas Cates, Joe M. Duncan, John A. Stemmler and Jef Feibelman by Quit Claim Deeds dated July 22, 1982, recorded as Instruments T4 5712 through T4 5715, who were successors in interest to 128 North Court Corporation, the original lessee under Lease Agreement dated September 30, 1981, recorded as Instrument S8 0804, said Register's Office.

4. [PILOT 22] That certain Amendment to Lease Agreement dated December 30, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JA 3474, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Claridge House Apartments, Inc., as Lessee, successor in interest to Westinghouse Credit Corporation by Assignment of Lease dated November 23, 1992, recorded as Instrument DE 6850, re-recorded as Instrument DL 9344, Westinghouse Credit Corporation being successor in interest to Claridge House Apartments, Ltd. by Trustee Deed dated June 4, 1992, recorded as Instrument CW 9428, original Lease Agreement with Claridge House Apartments, Ltd. being dated February 17, 1983, recorded as Instrument no T9 2499, said Register's Office.

5. [PILOT 25] That certain Amendment to Lease Agreement dated February 23, 1999, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JD 7240, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Cotton Exchange Building, a Limited Partnership, as Lessee, successor in interest to CESAC, Ltd. by Assignment

of Lease dated December 21, 1984, recorded as Instrument V9 9347, CESAC, Ltd. being Lessee under Lease dated December 1, 1983, recorded as Instrument U8 9478, and amended by Amended and Restated Lease Agreement dated May 1, 1994, recorded as Instrument EK 3969, said Register's Office.

6. [PILOT 27] That certain Amendment to Lease Agreement dated February 23, 1999, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JD 7245, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Three Sisters, Ltd., as Lessee, original Lease Agreement dated December 23, 1983, recorded as Instrument U8 9249, as amended by Amendment and Restated Lease Agreement dated December 30, 1985, recorded as Instrument X3 7544, and further amended by First Amendment to Amended and Restated Lease Agreement dated May 23, 1986, recorded as Instrument X8 9837, said Register's Office.

7. [PILOT 37] That certain Amendment to Lease Agreement dated December 30, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JA 3473, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Discount Groceries, Inc., as Lessee, successor in interest to Arnold Goldin and Lee J. Bloomfield by Assignment of Lease dated April 28, 1997, recorded as Instrument GP 7767, original Lease Agreement dated December 21, 1984, recorded as Instrument V9 9179, said Register's Office.

8. [PILOT 39] That certain Third Amendment to Lease dated September 30, 1997, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument GX 1871 by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Parkway Properties, LP, as Lessee, successor in interest to Morgan Properties, LLC, who was successor in interest to Allstate Life Insurance Company, who was successor in interest to One Court Square Investors Limited Partnership, original Lease Agreement dated February 27, 1984, recorded as Instrument W1 0636, as amended by First Amendment to Lease Agreement dated January 1, 1987, recorded as Instrument Z1 9258, and further amended by Second Amendment to Lease Agreement dated October 21, 1987, recorded as Instrument AC 7334, and Third Amendment to Lease Agreement dated September 30, 1997, recorded as Instrument GX 1871, said Register's Office.

9. [PILOT 43] That certain Amendment to Lease Agreement dated December 30, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JA 3478, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Storage-USA on Poplar, as Lessee, successor in interest to Storage-USA, Inc. by Assignment dated March 23, 1994, recorded as Instrument EG 1744, Storage-USA, Inc. being successor in interest to Scimitar Holdings, Inc. by Absolute Assignment and Assumption of Lease Agreement dated December 30, 1992, recorded as Instrument DG 4412, Scimitar Holdings, Inc. being successor in interest to Winchester Building Joint Venture under Lease Agreement dated December 28, 1984, recorded as Instrument W1 0626, said Register's Office.

10. [PILOT 44] That certain Amendment to Lease Agreement dated December 30, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JA 3485, by and

between Memphis Center City Revenue Finance Corporation, as Lessor, and JTS Pool Properties, Limited Partnership, as Lessee, successor in interest to Brinkley Plaza Holdings, Inc. by Absolute Assignment and Assumption of Lease Agreement dated December 18, 1992, recorded as Instrument DF 9600 and re-recorded as Instrument DG 1802, Brinkley Plaza Holdings, Inc. being successor in interest to General Electric Capital Corporation by Assignment dated December 27, 1985, recorded as Instrument X3 6768, General Electric Capital Corporation being successor in interest of Joseph Larkey/Memphis Associates under Amended and Restated Lease dated December 31, 1984, recorded as Instrument W1 1229, as amended by Amendment to Amended and Restated Lease Agreement dated July 23, 1987, recorded as Instrument Z9 4952, Second Amendment to Amended and Restated Lease Agreement dated June 8, 1988, recorded as Instrument AR 4642, and Third Amendment to Amended and Restated Lease Agreement dated August 30, 1989, recorded as Instrument BL 3016, Fourth Amendment to Amended and Restated Lease Agreement dated December 20, 1990, recorded as Instrument BZ 7841, said Register's Office.

11. [PILOT 45] That certain Amendment to Lease Agreement dated December 30, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JA 3484, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and William Len Apartments, LLC, as Lessee, successor in interest by Assignment to Convey Leasehold dated April 17, 1997, recorded as Instrument GN 2181 to Canterbury Apartments Phase II, Inc., Shadybrook Apartments, Inc., and JH/ZH Limited Partnership, successors in interest by Assignment to Convey Leasehold dated April 1, 1994, recorded as Instrument EG 5956, to Leader Federal Bank For Savings, successor in interest by Trustee Deed dated October 19, 1992, recorded as Instrument DD 0006 to William LEN, Ltd., successor in interest by Assignment and Assumption Agreement dated December 17, 1985, recorded as Instrument X3 5298 to Paddlewheel Properties, VI, Ltd., original Lessee under Lease Agreement dated December 31, 1984, recorded as Instrument W1 1249, said Register's Office.

12. [PILOT 59] That certain Amendment to Lease Agreement dated February 23, 1999, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JD 7246, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Medical Center Associates, Ltd., as Lessee, original Lease Agreement being dated July 8, 1986, recorded as Instrument Y2 2545, said Register's Office.

13. [PILOT 60] That certain Amendment to Lease Agreement dated February 24, 1999, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JD 7663, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and 413 South Main, Ltd., as Lessee, original Lease Agreement being dated November 1, 1986, recorded as Instrument Y7 7250, said Register's Office.

14. [PILOT 64] That certain Amendment to Lease Agreement dated February 24, 1999, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JD 7664, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Henry M. Turley,

Jr. and Meredith L. McCullar, as Lessee, original Lease Agreement being dated December 30, 1986, recorded as Instrument Y9 0597, said Register's Office.

15. [PILOT 68] That certain Amendment to Lease Agreement dated May 12, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HN 5714, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and SWEATAC, Inc., as Lessee, successor in interest by Assignment and Assumption of Lease dated March 18, 1998, recorded as Instrument HJ 9772, to Old Spaghetti Warehouse, Inc., original Lessee under Lease Agreement dated April 1, 1987, recorded as Instrument Z4 2694 and re-recorded as Instrument no AA 3272, as amended by First Amendment to Lease Agreement dated May 16, 1988, recorded as Instrument AL 2124, said Register's Office.

16. [PILOT 69] That certain Amendment to Lease Agreement dated May 28, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HN 9652, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Victoria Cruickshank, as Lessee, successor in interest to Ben H. Reisman and Laurel J. Reisman under Lease Agreement dated May 1, 1987, recorded as Instrument Z5 6468, said Register's Office.

17. [PILOT 70] That certain First Amended and Restated Lease Agreement dated October 28, 1997, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument GY 7354, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Allenberg Building Partners, as Lessee, original Lease Agreements being dated June 27, 1988, recorded as Instruments AM 7369 and AM 7370, Assignment of Lease Agreement dated June 27, 1988, recorded as Instrument AM 7365, and Lease Agreement dated October 17, 1987, recorded as Instrument AC 2057, said Register's Office.

18. [PILOT 73] That certain Amendment to Lease Agreement dated December 30, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JA 3476, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Murray Riss, as Lessee, original Lease being dated December 30, 1987, recorded as Instrument AF 1427, said Register's Office.

19. [PILOT 77] That certain Amendment to Lease Agreement dated October 8, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HW 8344, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and South Main Renaissance, L.L.C., as Lessee, successor by Articles of Conversion to South Main Renaissance, L.P., Modification to Lease Agreement dated June 20, 1989, recorded as Instrument BC 8259, and Lease Agreement being dated July 26, 1988, recorded as Instrument AN 9666, re-recorded as Instrument AP 6983, said Register's Office.

20. [PILOT 81] That certain Amendment to Lease Agreement dated April 29, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HN 5437, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and The South Bluffs,

as Lessee, original Lease Agreement being dated November 1,1990, recorded as Instrument BX 9856, said Register's Office.

21. [PILOT 84] That certain Second Amendment to Lease Agreement dated October 13, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HW 8343, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Henry B. Cowles and Barbara S. Cowles, as Lessee, original Lease Agreement being dated August 12, 1991, recorded as Instrument no CJ 5782, as amended by First Amendment to Lease Agreement dated September 2, 1992, recorded as Instrument DG 0034, said Register's Office.

22. [PILOT 86 and PILOT 100] That certain Amendment to Lease Agreement dated February 23, 1999, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JD 7247, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Island Properties Associates, as Lessee, original Lease Agreement being dated August 26, 1996, recorded as Instrument GB 1886, said Register's Office.

23. [PILOT 88] That certain Amendment to Lease Agreement dated December 30, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JA 3480, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and 387 S. Main Properties, as Lessee, original Lease Agreement being dated May 25, 1993, recorded as Instrument DN 3682, said Register's Office.

24. [PILOT 89(a)] That certain Third Amendment to Lease Agreement dated December 30, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JA 3482, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and AutoZone, Management, L.P., as Lessee, successor to AutoZone, Inc. by Assignment and Assumption of Lease dated May 11, 1997, recorded as Instrument GR 4119, original Lease Agreement being dated September 1, 1993, recorded as Instrument DW 5784, as amended by Lease Amendment dated September 1, 1993, recorded as Instrument EV 4511, and further amended by Second Amendment to Lease Agreement dated December 21, 1995, recorded as Instrument FP 1941, said Register's Office.

25. [PILOT 89(b)] That certain Second Amendment to Lease Agreement dated February 23, 1999, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JD 7244, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Peabody Place-Gold, L.P., as Lessee, original Lease Agreement being dated August 18, 1994, recorded as Instrument EP 6915, as amended by Amendment to Lease Agreement dated December 4, 1996, recorded as Instrument GG 3752, said Register's Office.

26. [PILOT 89(c)] That certain Amendment to Lease Agreement dated February 23, 1999, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JD 7242, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Peabody Place-

Hav, L.P., as Lessee, original Lease Agreement being dated August 18, 1994, recorded as Instrument EP 6904, said Register's Office.

27. [PILOT 89(d)] Those certain First Amended and Restated Lease Agreements dated September 12, 1997, and recorded in the Register's Office of Shelby County, Tennessee, as Instruments GW 2414-2416, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Peabody Office Tower, L.P., as Lessee, original Lease Agreement being dated August 18, 1994, recorded as Instrument FN 5877, said Register's Office.

28. [PILOT 90] That certain Amendment to Lease Agreement dated April 23, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JA 3479, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Memphis Engraving Company, Inc. d/b/a Color Craft Label Company, as Lessee, original Lease Agreement being dated December 29, 1993, recorded as Instrument DW 6332, said Register's Office.

29. [PILOT 91] That certain Amendment to Lease Agreement dated September 17, 1997, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument GX 1492, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Gayoso House L.P., as Lessee, original Lease Agreement being dated December 21, 1993, recorded as Instrument EB 6246, said Register's Office.

30. [PILOT 92] That certain Amendment to Lease Agreement dated February 23, 1999, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JD 7241, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Pinch Partners Investment Company as Lessee, original Lease Agreement being dated March 21, 1994, recorded as Instrument EG 1225, re-recorded as Instrument EH 1848, said Register's Office.

31. [PILOT 93] That certain Amendment to Lease Agreement dated December 30, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JA 3483, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and AutoZone Management, L.P., as Lessee, successor to AutoZone, Inc. by Assignment and Assumption of Lease dated May 11, 1997, recorded as Instrument GR 4120, original Lease Agreement being dated December 28, 1994, recorded as Instrument EV 9962, said Register's Office.

32. [PILOT 94] That certain Amendment to Lease Agreement dated December 30, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JA 3481, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and The Exchange Building Limited Partnership, as Lessee, original Lease Agreement dated January 31, 1995, recorded as Instrument EX 5735, said Register's Office.

33. [PILOT 96] That certain Amendment to Lease Agreement dated October 1, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HU 8034, by and

between Memphis Center City Revenue Finance Corporation, as Lessor, and Tennessee Hotel Group I, L.P., as Lessee, original Lease Agreement being dated November 8, 1995, recorded as Instrument FL 2916, said Register's Office.

34. [PILOT 98] That certain Amendment to Lease Agreement dated December 30, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JA 3475, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and D'Army Bailey and Adrienne Bailey, as Lessee, original Lease Agreement being dated December 29, 1995, recorded as Instrument FN 8171, said Register's Office.

35. [PILOT 99] That certain Amendment to Lease Agreement dated December 30, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JA 3477, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Philip Woodard and Terry Woodard, as Lessee, original Lease Agreement being dated April 17, 1996, recorded as Instrument FW 0978, said Register's Office.

36. [PILOT 102] That certain Amendment to Lease Agreement dated July 21, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JA 3486, by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Henry B. Cowles and Barbara S. Cowles, as Lessee, original Lease Agreement being dated December 30, 1996, recorded as Instrument GK 7127, said Register's Office.

37. [PILOT 103] That certain Lease Agreement by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Island Properties Associates, as Lessee, dated October 27, 1997, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument GY 9371.

38. [PILOT 105] That certain Lease Agreement by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Hotel Peabody, Ltd., as Lessee, dated December 31, 1997, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HB 6476.

39. [PILOT 106] That certain Lease Agreement by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Gateway Apartments, L.P., as Lessee, dated December 31, 1997, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HC 9510.

40. [PILOT 107(a)] That certain Lease Agreement by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Mark S. Grawemeyer and Leslie E. Smith, as Lessee, dated December 31, 1997, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HC 9504.

41. [PILOT 107(b)] That certain Lease Agreement by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Mark S. Grawemeyer and Leslie E. Smith, as Lessee, dated December 31, 1997, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HC 9507.

42. [PILOT 107(c)] That certain Lease Agreement by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Mark S. Grawemeyer and Leslie E. Smith, as Lessee, dated December 31, 1997, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HC 9505.

43. [PILOT 107(d)] That certain Lease Agreement by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Mark S. Grawemeyer and Leslie E. Smith, as Lessee, dated December 31, 1997, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HC 9506.

44. [PILOT 107(e)] That certain Lease Agreement by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Mark S. Grawemeyer and Leslie E. Smith, as Lessee, dated December 31, 1997, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HC 9508.

45. [PILOT 108] That certain Lease Agreement by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Robert Lamb Sullivan, as Lessee, dated December 31, 1997, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HC 6763.

46. [PILOT 109] That certain Lease Agreement by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Salem Manor L.P., as Lessee, dated December 23, 1997, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HB 5137.

47. [PILOT 110] That certain Lease Agreement by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Philip Woodard and Terry Woodard, as Lessee, dated December 31, 1997, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HC 6762.

48. [PILOT 111] That certain Lease Agreement by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Tri-State Armature & Electrical Works, Inc., as Lessee, dated December 31, 1997, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HC 6761.

49. [PILOT 112] That certain Lease Agreement by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Linda M. Felts Interiors, Inc., as Lessee, dated

December 31, 1997, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HC 9511.

50. [PILOT 113] That certain Lease Agreement by and between Memphis Center City Revenue Finance Corporation, as Lessor, and McEwen Downtown LLC, as Lessee, dated December 31, 1997, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HC 9512.

51. [PILOT 116] That certain Lease Amendment by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Crump Building L.P., as Lessee, dated December 30, 1997, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HC 9509.

52. [PILOT 117] That certain Lease Agreement by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Gibson Guitar Corp., as Lessee, dated February 3, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HD 2996.

53. [PILOT 118] That certain Lease Agreement by and between Memphis Center City Revenue Finance Corporation, as Lessor, and the City of Memphis and County of Shelby, Tennessee, as Lessee, dated April 14, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HW 5726.

54. [PILOT 120] That certain Lease Agreement by and between Memphis Center City Revenue Finance Corporation, as Lessor, and South Bluffs, a Joint Venture, as Lessee, dated April 29, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HJ 2135.

55. [PILOT 124] That certain Lease Agreement by and between Memphis Center City Revenue Finance Corporation, as Lessor, and 9 So. 2nd Properties, L.L.C., as Lessee, dated February 17, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HH 0266 and rerecorded as Instrument JD 9802.

56. [PILOT 127] That certain Lease Agreement by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Harbor Town Centre, LLC, as Lessee, dated August 31, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HS 8932.

57. [PILOT 128] That certain Lease Agreement by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Ephraim Urevbu, as Lessee, dated August 31, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HS 8934.

58. [PILOT 130] That certain Lease Agreement by and between Memphis Center City Revenue Finance Corporation, as Lessor, and 300 North Second Street, L.P., as Lessee, dated August 31, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument HS 9120.

59. [PILOT 132] That certain Lease Agreement by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Moore Garage LLC, as Lessee, dated December 29, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JA 3444 and rerecorded as Instrument JC 6680.

60. [PILOT 133] That certain Lease Agreement by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Moore Building Associates LP, as Lessee, dated December 29, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JA 3442.

61. [PILOT 134] That certain Lease Agreement by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Memphis Redbirds Baseball Foundation, as Lessee, dated December 1, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JA 3431 and rerecorded as Instrument JC 6677.

62. [PILOT 137] That certain Lease Agreement by and between Memphis Center City Revenue Finance Corporation, as Lessor, and Peabody Place Hotel Company, L.P., as Lessee, dated December 31, 1998, and recorded in the Register's Office of Shelby County, Tennessee, as Instrument JA 3472.

K:\skb\ccdc\pilot\exhibita's.wpd

EXHIBIT C

This Instrument Prepared by
and Return to:
James B. McLaren, Jr., Esq.
Armstrong Allen Prewitt
Gentry Johnston & Holmes, PLLC
80 Monroe Avenue, Suite 700
Memphis, Tennessee 38103

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS (the "Assignment"), made as of the 1st day of August, 1997, by MEMPHIS CENTER CITY REVENUE FINANCE CORPORATION, a public nonprofit corporation and instrumentality of the City of Memphis and County of Shelby, Tennessee, (the "Issuer"), to FIRST TENNESSEE BANK NATIONAL ASSOCIATION, a national banking association organized under the laws of the United States, as Trustee (the "Trustee") under the terms of that certain Collateral Trust Indenture dated as of August 1, 1997, by and between the Issuer and the Trustee (the "Indenture");

W I T N E S S E T H

1. For value received and in accordance with the Indenture, the Issuer hereby conveys, mortgages, grants, assigns, transfers, pledges, sets over and confirms and grants a continuing security interest in, and unto the Trustee, its successor or successors and its or their assigns forever, with power of sale, all and singular, all of its right, title and interest in and to that portion of the rental payments payable to Trustee (in its role as trustee for Issuer under the Indenture) pursuant to the Leases (the "Basic Rent"). "Leases" shall mean each of the agreements listed on Exhibit "A" attached hereto and made a part hereof, as the same is amended from time to time. The legal descriptions contained in said Leases shall be known as the "Property."

2. This Assignment shall terminate upon termination of the Indenture or discharge of the lien of the Indenture in accordance with Section 901 thereof and thereupon all right, title, and interest of the Trustee in the Basic Rent and any other rights under the Leases shall be fully satisfied, canceled, released, cease, terminate and become null and void and Trustee shall execute such documents to evidence such release as may be reasonably requested by the Issuer.

3. Subject to applicable notice and right to cure provisions contained in the Leases, if any, the Issuer does hereby authorize and empower the Trustee to collect the Basic Rent under the Leases as it shall become due and payable, and does hereby direct each and all of the lessees of the aforesaid Leases to pay the Basic Rent as may now be due or shall hereafter become due to the Trustee without notice on demand.

4. The term "Event of Default," wherever used in this Assignment, shall mean any one or more of the following events:

a. The occurrence of any "Event of Default" under the Indenture which remains uncured during any applicable cure period if any;

b. The failure by Issuer duly and fully to comply with any covenant, condition or agreement of this Assignment; or

c. The breach of any warranty by Issuer contained in this Assignment.

5. Upon the occurrence of any Event of Default, Trustee may at its option, with or without notice or demand of any kind, exercise any or all of the following remedies:

a. Perform any and all obligations of Issuer under any or all of the Leases or this Assignment, and exercise any and all rights of Issuer therein as fully as Issuer itself could, including, without limiting the generality of the foregoing: enforcing, modifying, extending or terminating any or all of the Leases; collecting, modifying, compromising, waiving or increasing any or all of the rents payable thereunder; and obtaining new tenants and entering into new leases on the Property on any terms and conditions deemed desirable by Trustee, and to the extent Trustee shall incur any costs or pay any money in connection with the performance of any obligations of Issuer, including costs of litigation, then all such costs shall become a part of the Issuer's obligations, shall bear interest from the incurring thereof at the highest interest rate permitted by law in effect from time to time and shall be due and payable on demand.

b. In Issuer's or Trustee's name, institute any legal or equitable action which Trustee in its sole discretion deems desirable to collect and receive any or all of the rents, issues and profits assigned herein.

6. Trustee shall have full right to exercise any or all of the foregoing remedies without regard to the adequacy of security for any or all of the Issuer's obligations, and with or without the commencement of any legal or equitable action or the appointment of any receiver trustee.

7. In furtherance of the assignment set forth herein, the Issuer does hereby additionally authorize and empower the Trustee, by its employees, agents or representatives, upon the occurrence of any default under any of the Leases, as aforesaid, to collect, in the name of the Issuer or in its own name as assignee, the Basic Rent payable to Issuer under the Leases and accrued but unpaid or in arrears at the date of such default, and all Basic Rent thereafter accruing and becoming payable to the Issuer under such Leases during the period this Assignment is operative; and to this end, Issuer further agrees to cooperate and to assist the Trustee, its employees, agents or representatives in all reasonable ways with collection of said Basic Rents.

8. Notwithstanding any provision herein to the contrary, however, this Assignment is intended to be an absolute and present assignment from the Issuer to the Trustee, and not merely the passing of a security interest, and the Basic Rent due under the Leases is hereby assigned absolutely by the Issuer to the Trustee. The Issuer covenants and represents that it has full right and title to assign all its interest in said Basic Rents due or to become due thereunder, and that no prior assignment of any interest therein has been made.

9. Issuer has neither done any act or omitted to do any act which might prevent Trustee from, or limit Trustee in, acting under any of the provisions of this Assignment.

10. All Leases provide for rental to be paid yearly, in advance.

11. So far as is known to Issuer, there exists no default or event of default or any state of facts which would with the passage of time or the giving of notice, or both, constitute a default or event of default on the part of Issuer or by any lessee under the terms of any of the Leases.

12. Neither the execution and delivery of this Assignment or any of the Leases, the performance of each and every covenant of Issuer under this Assignment or the Leases, nor the meeting of each and every condition contained in this Assignment, conflicts with, or constitutes a breach or default under, any agreement, indenture or other instrument to which Issuer is a Party, or any law, ordinance, administrative regulation, or court decree which is applicable to Issuer.

13. No action has been brought or, so far as is known to Issuer, is threatened, which would interfere in any way with the right of Issuer to execute this Assignment and perform all of Issuer's obligations contained in this Assignment and in the Leases.

14. The Leases are valid, enforceable and in full force and effect and have not been modified or amended except as expressly set forth in Exhibit "A" hereto.

15. The Issuer covenants and agrees with the Trustee that at the time of the execution and delivery of this Assignment there has been no anticipation or prepayment of any Basic Rents in advance of the date due and payable to the Issuer under the Leases.

16. Issuer shall (a) give prompt notice to Trustee of any claim of default under any of the Leases, whether given by the lessee to Issuer or given by Issuer to the lessee, together with a complete copy of any such notice; (b) at no cost or expense to Trustee, enforce, short of termination, the performance and observance of each and every covenant and condition of each of the Leases to be performed or observed by the lessee thereunder; and (c) appear in and defend any action growing out of, or in any manner connected with, any of the Leases or the obligations or liabilities of Issuer as the landlord thereunder or of the lessee or any guarantor thereunder.

17. Issuer will not, without the prior written consent of Trustee, (a) terminate the term or accept the surrender of any of the Leases; (b) waive or release the lessee from the performance or observance by the lessee of any obligation or condition of any of the Leases; (c) permit the prepayment of any rents under any of the Leases for more than one (1) month prior to the accrual thereof; (d) give any consent to any assignment or sublease by the lessee under any of the Leases; or (e) assign its interest in, to or under the Leases or the rents, issues and profits form the Leases and from the Property to any person or entity other than Trustee;

18. Issuer shall take no action which shall cause or permit the estate of the lessee under any of the Leases to merge with the interest of Issuer in the Property or any portion thereof.

19. It is further covenanted and agreed that the Issuer and its successors or assigns, shall have no right, power or authority to (and the Issuer covenants and agrees with the Trustee that the Issuer shall not) materially alter, modify or amend the terms of any of the Leases with respect to the Basic Rent payable to the Issuer thereunder without first obtaining the consent in writing of Trustee to such alteration, modification or amendment. The Trustee shall not consent to any alteration, modification or amendment to this Assignment without first obtaining the consents required, if any, under Article VIII of the Indenture.

20. The Issuer shall not default in the performance of its obligations under any of the Leases if the effect of such default is to entitle the lessee under any such Lease to withhold or delay, in whole or in part, the payment of Basic Rent under any of the Leases.

21. If, contrary to the direction and intent that all Basic Rent be paid to the Trustee, any Basic Rent shall be received by the Issuer, the Issuer shall immediately remit the same to Trustee for deposit to the Collateral Account (as defined in the Indenture) and, until so remitted to the Trustee, such Basic Rent payments shall be held and shall be deemed to be held by the Issuer as trustee of any express trust for the benefit of the Trustee.

22. The provisions of this instrument shall be binding upon and shall inure to the benefit of the Issuer and its successors or assigns and upon the Trustee and its successors and assigns.

23. It is further covenanted and agreed that the Issuer will keep, observe and perform all of the covenants on its part as lessor to be kept, observed or performed in any Lease affecting any portion of the Property.

24. This Assignment shall be construed in accordance with the laws of the State of Tennessee, without regard to conflicts of law principals, and shall be binding on and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto.

25. All personal pronouns used in this Assignment whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural and vice versa. Titles and Articles are for convenience only and neither limit nor amplify the provisions of this Assignment.

26. If any provision of this Assignment or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Assignment and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

27. This Assignment is made solely for the benefit of Trustee and its assigns. No lessees under any of the Leases nor any other person shall have standing to bring any action against Trustee as the result of this Assignment or to assume that Trustee will exercise any remedies provided herein, and no person other than Trustee and its assigns shall under any circumstances be deemed to be a beneficiary of any provision of this Assignment.

28. Neither this Assignment nor any provisions hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

29. The remedies herein provided shall be in addition to and not in substitution for the rights and remedies vested in Trustee in any of the Loan Documents or in law or equity, all of which rights and remedies are specifically reserved by Trustee. The remedies herein provided or otherwise available to Trustee shall be cumulative and may be exercised concurrently. The failure to exercise any of the remedies herein provided shall not constitute a waiver thereof, nor shall use any of the remedies herein provided prevent the subsequent or concurrent resort to any other remedy or remedies. It is intended that this clause shall be broadly construed so that all remedies herein provided or otherwise available to Trustee shall continue and be each and all available to Trustee until all of the Issuer's obligations shall have been satisfied.

30. At any time and from time to time, upon request by Trustee, Issuer will make, execute and deliver or cause to be made, executed and delivered, to Trustee and, where appropriate, cause to be recorded and/or filed and from time to time thereafter to be re-recorded and/or refiled at such time in such offices and places as shall be deemed desirable by Trustee, any and all such other and further assignments, mortgages, deeds of trust, security agreements, financing statements, continuation statements, instruments of further assurance, certificates and other document as may, in the opinion of Trustee, be necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve (a) the obligations of Issuer under this Assignment, and (b) the security interest created by this Assignment as a first and prior security interest upon the Leases and the rents, issues and profits form the Property.

IN WITNESS WHEREOF, this instrument has been executed on the day and year first above written.

MEMPHIS CENTER CITY
REVENUE FINANCE CORPORATION

By:_____

Title: _____

FIRST TENNESSEE BANK
NATIONAL ASSOCIATION, Trustee

By:_____

Title: _____

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, _____, a Notary Public, _____, with whom I am personally acquainted, and who, upon oath, acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the _____ of the maker, Memphis Center City Revenue Finance Corporation and is authorized by the maker to execute this instrument on behalf of the maker.

WITNESS my hand, at office, this ____ day of _____, 1999.

_____
Notary Public

My Commission Expires:

_____

STATE OF _____
COUNTY OF _____

Personally appeared before me, _____, a Notary Public, _____, with whom I am personally acquainted, and who, upon oath, acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the _____ of the maker, First Tennessee Bank National Association, Trustee and is authorized by the maker to execute this instrument on behalf of the maker.

WITNESS my hand, at office, this ____ day of _____, 1999.

_____
Notary Public

My Commission Expires:

_____

K:\EET\CCC\PILOTS\CollatTrust\Assignment of Rents.v10

Item # 40 Prepared by _____

Commissioner FAIR Approved by Thomas R. Russell

ORDINANCE NO. 187

AN ORDINANCE TO REPEAL A RESOLUTION ENTITLED "RESOLUTION ESTABLISHING A JOINT CENTER CITY COMMISSION BY AND BETWEEN THE CITY OF MEMPHIS AND COUNTY OF SHELBY AND APPROPRIATING THE SUM OF $50,000 AS THE COUNTY'S CONTRIBUTION TO THE CENTER CITY COMMISSION" AND TO ESTABLISH ARTICLE VI., CHAPTER 16, OF THE CODE OF SHELBY COUNTY, TENNESSEE

WHEREAS, By Resolution dated November 4, 1977, the Quarterly County Court of Shelby County, Tennessee enacted a Resolution entitled "Resolution Establishing a Joint Center City Commission By and Between the City of Memphis and County of Shelby and appropriating the sum of $50,000 as the County's Contribution to the Center City Commission"; and

WHEREAS, the said Center City Commission was established to assist and promote the redevelopment of downtown Memphis; and

WHEREAS, the scope of the duties performed by the Center City Commission has expanded over the years as the redevelopment of downtown Memphis continues; and

WHEREAS, the provisions governing the operation and organization of the Center City Commission need to be revised to better enable that entity to continue to assist in and promote the redevelopment of downtown Memphis; and

WHEREAS, pursuant to Section 2.06 of the Shelby County Charter, the Board of Commissioners of Shelby County is authorized to exercise its legislative authority by adoption of Ordinances; and

WHEREAS , T.C.A. Section 7-84-201 authorizes any municipality including a county as defined in T.C.A. Section 7-84-103 to create

49

a central business improvement district by Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF SHELBY COUNTY, TENNESSEE:

SECTION 1. That the Resolution adopted October 31, 1977 entitled "Resolution Establishing a Joint Center City Commission By and Between the City of Memphis and County of Shelby and Appropriating the Sum of $50,000 as the County's Contribution to the Center City Commission" and all County resolutions amendatory thereto are hereby repealed and in lieu thereof the following new Article in Chapter 16 of the Code of Shelby County, Tennessee is hereby enacted:

CHAPTER 16
JOINT CITY-COUNTY PROJECTS
ARTICLE VI. CENTER CITY COMMISSION

Sec. 16-131. Definitions.

As used in this article, the following terms shall have the following meanings:

1. *Center City Area* shall mean that area bounded generally by the Tennessee state line on the west to the Interstate 55 bridge on the south, thence east along the Interstate 55 bridge, thence south along the shore line of the Mississippi River to a line extended from the ICC Railroad tracks to the Mississippi River, thence following the railroad tracks to I-55, thence north along the center of I-55 to Crump Avenue, thence following Crump Avenue to Danny Thomas, thence along Danny Thomas to Linden Avenue, thence east along Linden Avenue to Watkins Street, thence north generally along Watkins Street to Poplar Avenue, thence generally west along Poplar Avenue to Danny Thomas, thence north along Danny Thomas to the Wolf River, thence along the Wolf River to the point where it

turns south, thence along the centerline of the Wolf River Riverfront Channel and following such line to the Tennessee state line.

2. *Commission* shall mean the Center City Commission as hereinafter established.

3. *Council* shall mean the City Council of the City of Memphis.

4. *County Commission* shall mean the Shelby County Board of Commissioners.

5. *District No. I* shall mean the Central Business Improvement District created by Article III of Chapter 7 of the City of Memphis Code of Ordinances.

6. *District No. II* shall mean Central Business Improvement District No. II created by Article V of Chapter 7 of the City of Memphis Code of Ordinances.

7. *Mall or common mall* shall mean the Main Street Mall.

8. *President* shall mean the person acting from time to time as the President and Chief Executive Officer of the Commission.

Sec. 16-132. Created; established.

There is hereby created and established a Center City Commission in and for the City and the County to be known as the Memphis Center City Commission.

Sec. 16-133. Purpose.

The Commission shall represent an official partnership between City and County government and the private business community. The Commission shall manage and coordinate the comprehensive and

coordinated redevelopment of the Center City Area as the economic, cultural and governmental heart of the City and County. In formulating and implementing plans the Commission will consult with public agencies and private interests within the Center City Area, and will integrate the economic, physical and environmental needs of business and residential districts within the Center City Area. The Commission shall act as the district management corporation for District No. II and as mall management agency for District No. I so long as such District shall exist. The Commission shall act as a vacant property review commission for the Center City Area pursuant to Tennessee Code Annotated Section 13-21-201 et seq. The Commission shall perform such other duties and functions as shall be delegated to it from time to time.

Sec. 16-134. Appointment of Commission as mall management agency and district management corporation.

The Commission, as now created within this Article, is hereby appointed as the regulatory body for District No. I for the purpose of regulating businesses, shops, food establishments, arts and crafts, vehicular traffic, and any and all other services as may be offered on the Main Street Mall for so long as such District shall exist. The Commission is hereby appointed as the district management corporation for District No. II pursuant to Tennessee Code Annotated § 7-84-519 as the same may be amended or any successor statute thereto.

Sec. 16-135. Membership; terms, compensation.

(a) The Center City Commission shall be composed of thirteen (13) voting members.

(b) Seven (7) members shall be appointed on recommendation of

40

the Mayor of the City and the Mayor of the County, with approval by the City Council and the County Commission, who shall hold office for a term of three (3) calendar years and thereafter until their successors are appointed and qualified. No members shall serve more than two (2) consecutive three (3) year terms. Such members shall serve without salary. In the event of a vacancy in such appointed members, whether by reason of resignation, death or other cause, the Center City Commission shall recommend a successor who shall be appointed by the Mayors of both the City and County, with approval of the City Council and County Commission, to fill such unexpired term or terms.

(c) The Mayor of the City or his designee, the Mayor of the County or his designee, a member of the City Council appointed by the Chairman thereof, and a member of the County Commission appointed by the Chairman thereof shall serve as ex-officio members of the Commission with benefit of vote. The Chairman of the City Council and the Chairman of the County Commission shall serve as ex-officio members of the Commission without vote.

(d) The speakers of the Senate and the House of Representatives of Tennessee shall each appoint one (1) member of the General Assembly from their respective house in accordance with the provision of Tennessee Code Annotated § 7-84-519, as amended from time to time, to serve as ex-officio members of the Commission with the benefit of vote.

(e) All ex-officio members shall serve for the terms of their office.

(f) The members of the Commission shall be the Board of Directors of the Commission in its capacity as "district management corporation" within the meaning of and for purposes of Tennessee

40

Code Annotated § 7-84-519, as same may be amended, or any successor statute thereto. The members of the Commission shall be the members of the vacant property review commission created by Section 16-139 of Article VI. The members of the General Assembly appointed pursuant to subsection (d) above, shall serve on any executive committee or management committee of the Commission.

(g) The Chairman of the Commission shall be elected by the Commission from its own membership to serve for a term of one year with the right of succession at the option of the Commission. The Commission shall likewise appoint a secretary who shall be a member of the Commission. The Commission shall have the power to appoint such other officers as determined by the Commission from time to time.

Sec. 16-136. Meetings; quorum; records.

(a) The Commission shall conduct regular meetings at such time and place as the Commission may fix by resolution. Such meetings will be open to the public with proper public notification.

(b) Special meetings may be called from time to time by the Chairman. Five (5) of the voting members of the Commission, including the ex-officio members of the Commission with benefit of vote, shall constitute a quorum for the transaction of business. The Commission shall cause a proper record to be kept of the proceedings. Written notice of any meeting of the Commission shall be given to the members at least twenty-four (24) hours prior to the date set for the meeting.

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Sec. 16-137. Powers and functions.

(a) *Powers.* The Commission shall have all powers necessary and requisite to effectuate the purposes of the Commission, including, but not limited to, the following:

(1) To adopt bylaws for the regulation of its affairs and the conduct of its business and to prescribe rules, regulations, and policies in connection with the performance of its functions and duties.

(2) To employ such persons as may be required and to fix and pay their compensation from funds available to the Commission.

(3) To accept, administer and comply with the conditions and requirements respecting any appropriation of funds or any gift, grant, or donation of any property or money.

(4) To make and execute agreements which may be necessary or convenient to the exercise of the powers and functions of the Commission, including contracts with any person, firm, corporation, governmental agency or other entity.

(5) To administer and manage its own funds and accounts and to pay its own obligations.

(6) To serve as district management corporation for any Central Business Improvement District to the extent so appointed pursuant to Tennessee Code Annotated §§ 7-84-501 et seq., as same may be amended, or any statute successor thereto or similar thereto, and to exercise any and all powers and authority delegated to the Commission in such capacity or otherwise inherent in such capacity.

(7) To assist and act as the agent of the President in exercising the powers and functions delegated to the

President pursuant to Tennessee Code Annotated §13-2-107 and this Article VI.

(8) To serve as the vacant property review commission for the Center City Area pursuant to Tennessee Code Annotated § 13-21-201 et seq., as same may be amended, and to exercise any and all powers and authority delegated to the Commission in such capacity or otherwise inherent in such capacity.

(9) To review on behalf of the City of Memphis and the County of Shelby any net earnings of Memphis Center City Revenue Finance Corporation and to contribute such net earnings to Memphis Center City Development Corporation without any further authorization of or approval by the City of Memphis or County of Shelby or the Council or County Commission.

(10) To exercise any other power delegated to the Commission or to exercise any other powers necessary to carry out or incidental to the powers delegated to and the purposes of the Commission specified above. Such specific powers shall not be considered as a limitation upon any power necessary or appropriate to carry out the purposes and intent of this Article.

(b) *Functions*. The functions of the Commission will include advising the City Council and the County Commission, together with the Mayors of both the City and County and all other interested public officials, as to all steps which are necessary and proper in the administration, promotion and redevelopment of the Center City Area, including District No. I and District No. II, and to see that all public activities in connection with the implementation of the

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plans for the creation of the Districts are properly coordinated. In addition, the Commission shall:

(1) Develop and present an annual operating budget for the consideration and approval of the City and County.

(2) Employ a salaried staff, including without limitation a President and Chief Executive Officer.

(3) Maintain a close liaison with all City and County divisions, including, but not limited to, Public Works, Public Service, General Services, Police Services, Fire Services, Budget, Finance and Administration, Executive Office, Community Development Department, and the City and County Office of Planning and Development.

(4) Conduct the business necessary for the management and operation of the Main Street Mall, including, but not limited to, promotions, maintenance, security, transportation and parking coordination, special events, and any other functions in connection with the operation of the mall.

(5) Coordinate planning studies in the Center City Area.

(6) Determine priorities for improvement projects within the Center City Area.

(7) Serve as district management corporation for District No. II, including full authority to:

a. Carry out the functions and activities delegated to the Commission pursuant to Article V. of Chapter 7 of the City of Memphis Code of Ordinances, and

b. Make recommendations for use of special assessment revenues, administer activities, make improvements, provide services and projects in and for the District and

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carry out all functions and activities to the fullest extent contemplated pursuant to Tennessee Code Annotated Sections 7-84-501 et. seq., as same may be amended.

(8) Develop implementation strategies for specific projects, such as, but not limited to:

a. Promenade Gateway;

b. New public/private transportation modes for the Center City Area;

c. New housing districts, services and amenities for the Center City Area;

d. New hotel/motel facilities, parking facilities and office buildings in the Center City Area;

e. New pedestrian systems in the Center City Area.

(9) Prepare the feasibility and marketing data necessary for development of first-priority projects.

(10) Study and recommend, in concert with the financial agencies of the City and County Administrations, innovations in public/private financing for center city renewal and secure appropriate financial commitments from public/private sectors to implement first-priority projects.

(11) Study and recommend necessary legislative authority to implement first-priority projects, such as, but not limited to:

a. Tax incentives; and

b. Revision of building and zoning codes.

(12) Develop an implementation tracking system for improvements monitoring.

(13) Determine the specific development plan's critical path system for first-priority projects.

(14) Coordinate with private developers to expedite first-

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priority projects.

(15) Develop an evaluation system to measure economic, social and environmental impacts and the effectiveness of completed projects.

(16) Provide for an audit and annual report to the official agencies and private interests contributing to the Commission.

Sec. 16-138. Slum Clearance and Redevelopment.

1. It is hereby found that there exists within the Center City Area structures which are unfit for human occupation or use due to dilapidation, defects increasing the hazards of fire, accidents or calamities, lack of ventilation, light or sanitary facilities, or due to other conditions rendering such structures unsafe or unsanitary, are dangerous or detrimental to the health, safety or morals, or otherwise inimical to the welfare of the residents of the Center City Area.

2. The President is hereby designated and appointed to exercise the powers prescribed by the provisions of this Section 16-138 pursuant to Tennessee Code Annotated §13-21-101 et seq.

3. Whenever a petition is filed with the President by a public authority or by at least five residents of the City of Memphis charging that any structure within the Center City Area is unfit for human occupation or use, or whenever it appears to the President (on the President's own motion) that any structure within the Center City Area is unfit for occupation or use, the President shall, if the President's preliminary investigation discloses a basis for such charges, issue and cause to be served upon the owner and any parties in interest of such structure a complaint stating the charges in that respect and containing a notice that a hearing

will be held before the President (or the President's designated agent) at a place therein fixed, not less than ten (10) nor more than thirty (30) days after the serving of the complaint, that:

(A) The owner and parties in interest shall be given the right to file an answer to the complaint and appear in person, or otherwise, and give testimony at the place and time fixed in the complaint; and

(B) The rules of evidence prevailing in courts of law or equity shall not be controlling in the hearings before the President (or his designee).

4. If, after such notice and hearing, the President determines that the structure under consideration is unfit for human occupation or use, the President shall state in writing the President's findings of fact in support of such determination and shall issue and cause to be served upon the owner thereof an order:

(A) If the repair, alteration or improvement of the structures can be made at reasonable cost in relation to the value of the structure (50% of the value of such structure being found reasonable for such purpose; provided, however, if such structure is located within a Local Historic District Designated pursuant to § 26-66 et seq. of the Code of Ordinances of the City of Memphis, 100% of the value of such structure being found reasonable for such purpose), requiring the owner, within the time specified in the order, to repair, alter or improve such structure to render it fit for human occupation or use or to vacate and close the structure as a place of human occupation or use; or

(B) If the repair, alteration or improvement of the structure

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cannot be made at a reasonable cost in relation to the value of the structure (50% of the value of the structure being considered reasonable for such purposes; provided, however, if such structure is located within a Local Historic District designated pursuant to § 26-66 et seq. of the Code of Ordinances of the City of Memphis, 100% of the value of such structure being found reasonable for such purpose), requiring the owner, within the time specified in the order, to remove or demolish such structure.

5. If the owner fails to comply with an order to repair, alter or improve or to vacate and close the structure, the President may cause such structure to be repaired, altered or improved, or to be vacated and closed; the President may cause to be posted on the main entrance of any structure so closed, a placard with the following words: "This building is unfit for human occupation or use. The use or occupation for human occupation or use is prohibited and unlawful."

6. If the owner fails to comply with an order to remove or demolish the structure, the President may cause such structure to be removed or demolished.

7. The amount of the cost of such repairs, alterations or improvements, or vacating and closing, or removal or demolition by the President shall be assessed against the owner of the property, and shall, upon the filing of the notice with the office of the register of deeds of Shelby County, be a lien on the property in favor of the City of Memphis and the Commission, as agent thereof, second only to liens of the State, Shelby County and City of Memphis for taxes, any lien of the City of Memphis for special

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assessments, and any valid lien, right or interest in such property duly recorded or duly perfected by filing, prior to the filing of such notice. These costs shall be collected by the tax collector of the City of Memphis at the same time and in the same manner as property taxes are collected. If the owner shall fail to pay the costs, such costs may be collected at the same time and in the same manner as delinquent property taxes are collected and shall be subject to the same penalty and interest as delinquent property taxes. In addition, the City of Memphis or the Commission on its behalf may collect the cost assessed against the owner through an action for debt filed in any court of competent jurisdiction. The City of Memphis or the Commission on its behalf may bring one action for debt against more than one or all of the owners of property against whom said costs have been assessed, and the fact that multiple owners have been joined in one action shall not be considered by the court as a misjoinder parties. If the structure is removed or demolished by the President, the President shall sell the materials of such structure and shall credit the proceeds of such sale against the cost of the removal or demolition, and any balance remaining shall be deposited in the Chancery Court by the President, shall be secured in such manner as may be directed by such court, and shall be distributed by such court to the persons found to be entitled thereto by a final order or decree of such court. Nothing in this Section shall be construed to impair or limit in any way the power of the City of Memphis or the Commission to define and declare nuisances and to cause the removal or abatement by summary proceedings or otherwise.

8. (A) Terms used in this Section 16-138 which are defined in Tennessee Code Annotated § 13-21-101 are intended to

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have the meanings set forth in said §13-21-101, as same may be amended.

(B) Complaints and orders may be served in the manner set forth in Tennessee Code Annotated § 13-21-104, as same may be amended.

(C) In addition to other powers set forth in this Section 16-138, the President is authorized to exercise such powers as may be necessary or convenient to carry out and effectuate the purposes and provisions of this Section 16-138, including without limitation those powers set forth in Tennessee Code Annotated § 13-21-107, as same may be amended.

Sec. 16-139. Acquisition of vacant properties within Center City Area.

1. It is hereby found that there exists within the Center City Area blighted or deteriorated properties, and that there is need within the Center City Area for the exercise of powers, functions and duties conferred by Tennessee Code Annotated § 13-21-201 et seq.

2. The Commission is hereby appointed as vacant property review commission with respect to the property within the Center City Area, which shall certify blighted properties as blighted or deteriorated to the Council or the County Commission, acting singularly or jointly.

3. The Commission is hereby established and appointed as the vacant property review commission for the Center City Area pursuant to Tennessee Code Annotated § 13-21-201 et seq., as the same may be amended, and the Commission shall have powers provided

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thereunder to make written determination of blighting and deterioration within the Center City Area, to certify such property to the Council or the County Commission, acting singularly or jointly, as blighted or deteriorated, and to exercise any and all powers and authorities delegated to a vacant property review commission pursuant to Tennessee Code Annotated § 13-21-201 et seq.

Sec. 16-140. Expenses; annual budget.

(a) As the regulating body for District No. I, the Commission shall receive any annual service fee which may be assessed against the property owners within such District to pay administrative, operating, upkeep, and maintenance expenses of the District. As district management corporation for District No. II, the Commission shall receive all funds from assessments for such District. Contributions from the general operating funds of the City and County and from other governmental and private sources shall be added to the general operating budget of the Center City Commission to maintain additional planning and administrative activities of the entire Center City Area.

(b) The Commission shall furnish to the City and County an annual budget, showing in detail the manner in which all of the funds received or to be received are to be expended during the ensuing year, within the time and manner as now provided by law; such budget shall contain a listing of all proposed expenditures. Funding shall be accomplished by contributions from the private business community and appropriations from both the City and County governments, as may hereinafter be mutually agreed to by the respective entities.

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Sec. 16-141. Annual reports.

The Commission shall make to the City and County, during the month of January of each year or at such time as may be set by the Commission, an annual report giving a resume of its work and duties during the preceding year; and in such report it shall make such recommendations as to future projects to be undertaking for public improvement, with reference to overall area improvements which, in its judgment, should be undertaken for the betterment of the City relating thereto.

Sec. 16-142. Assistance, cooperation from City and County Departments, Commissions or Authorities.

It shall be the duty of all City and County Departments, Commissions and Authorities to render assistance to the Commission in the way of information, advice and cooperation and to otherwise cooperate with the Commission so that the Commission may benefit in the performance of its duties and functions.

Sec. 16-143. Enforcement; Injunction or Other Relief.

Enforcement of any power or authority granted the Commission under this Article or as mall management agency of District I or district management corporation of District II or any rules or regulations issued by the Commission pursuant to such authority shall be delegated by the Commission to any employee of the Commission staff, who may obtain a summons through the City municipal court, and also to any City police officer, who may issue a summons or misdemeanor citation or effect a physical arrest for violations. In addition to the remedies provided herein, the Commission may issue an order requiring any violator to cease or suspend the facility causing such violation and/or initiate court proceedings to enjoin such violation.

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Sec. 16-144. Transition Provisions.

All references herebelow to variously numbered "Article(s)" or "Section(s)" refer to Articles and Sections in the Code of Ordinances of the City of Memphis:

After the establishment of District No. II, no assessment shall be made as to District No. I except assessments to pay for improvements as provided in Section 7-40 of Article III. Upon the adoption of the Commission of rules and regulations pursuant to Section 7-92(5) of Article V, Sections 7-51 through 7-60 of Article III are hereby repealed. Upon the adoptions by the Commission of rules and regulations pursuant to 7-92(7) of Article V, Sections 7-76 through 7-85 of Article IV are hereby repealed. The references to Central Business Improvement District in Sections 7-62 through 7-67 of Article III shall refer to District No. I.

SECTION 2. BE IT FURTHER ORDAINED, that this Ordinance shall take effect 15 days after the date of its final passage, the public welfare requiring it.

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Chairman of County Commission

Jim Rout
County Mayor

Date: 4-11-97

ATTEST:

Clerk of County Commission

First Reading: March 10, 1997

Second Reading: March 24, 1997

Adopted
Third Reading: APRIL 7, 1997

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0727-96

STATE OF TENNESSEE
Tre Hargett, Secretary of State
Division of Business Services
William R. Snodgrass Tower
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

CFS
992 DAVIDSON DRIVE
SUITE B
NASHVILLE, TN 37205

Request Type: Certified Copies
Request #: 47568

Issuance Date: 09/20/2011
Copies Requested: 1

Document Receipt

Receipt # : 543176 — Filing Fee: $20.00

Payment-Account - CFS, NASHVILLE, TN — $20.00

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that **MEMPHIS CENTER CITY REVENUE FINANCE CORPORATION**, Control # 49459 was formed or qualified to do business in the State of Tennessee on 03/17/1978. MEMPHIS CENTER CITY REVENUE FINANCE CORPORATION has a home jurisdiction of Shelby County and is currently in an Active status.

Tre Hargett
Secretary of State

Processed By: Nichole Hambrick

The attached document(s) was/were filed in this office on the date(s) indicated below:

Reference #	Date Filed	Filing Description
013 01271	03/17/1978	Initial Filing
186 00627	12/10/1980	Articles of Amendment
384 00326	04/12/1983	Articles of Amendment
476 02329	05/16/1984	Registered Agent Change (by Entity)
697 00737	07/07/1987	Registered Agent Change (by Entity)
1417-0296	08/22/1989	Registered Agent Change (by Entity)
1877-0250	08/07/1990	Administrative Amendment
2358-0128	01/21/1992	Registered Agent Change (by Entity)
3132-2300	03/12/1996	CMS Annual Report Update
3194-1283	07/18/1996	Registered Agent Change (by Entity)
3416-2812	12/09/1997	CMS Annual Report Update
3503-0631	04/23/1998	Articles of Amendment
3552-0439	08/21/1998	Registered Agent Change (by Entity)
4017-0799	09/29/2000	2000 Annual Report (Due 01/01/2001)

The attached document(s) was/were filed in this office on the date(s) indicated below:

Reference #	Date Filed	Filing Description
A0047-2924	10/05/2010	2010 Annual Report (Due 10/01/2010)

FILED

SECRETARY OF STATE

STATE OF TENNESSEE
CHARTER OF INCORPORATION
MEMPHIS CENTER CITY REVENUE FINANCE CORPORATION

BE IT KNOWN that Samuel B. Hollis, W. D. Galbreath and Charles A. Scruggs, all of Memphis, Shelby County, Tennessee, each of them being an elector and taxpayer in said City and County, are hereby constituted a Body Politic and Corporate by the name and style of

MEMPHIS CENTER CITY REVENUE FINANCE CORPORATION

permission to organize said Corporation having been granted by resolution adopted by the Council of the City of Memphis and the County Court of Shelby County, Tennessee, on the 27th day of September, 1977 and the 27th day of September, 1977 respectively.

The location of the principal office of the Corporation will be 18th Floor, Exchange Building, Memphis, Tennessee.

1. The purposes for which the Corporation is organized are those specified in Title VI, Chapter 28, Industrial Development Corporations, being Sections 6-2801 through 6-2821, inclusive, of Tennessee Code Annotated, as amended from time to time (herein the "Act"), and in connection therewith to acquire, own, lease and dispose of properties in order to maintain and increase employment opportunities by promoting industry, trade, commerce, tourism and recreation by inducing manufacturing, industrial, governmental, educational, financial, service, commercial and recreational enterprises to locate in and remain in said County and to further the use of its agricultural products and natural resources, and to promote the control and elimination of all types of pollution which may result from the existence, development or expansion of commerce and industry within the state.

2. The Corporation shall be managed by a Board of not less than nine (9) Directors.

3. The Corporation shall have perpetual existence.

4. The Corporation shall have all of the powers of an Industrial Development Corporation as set forth in the Act and shall have all powers incidental to or necessary for the performance of those purposes enumerated herein and in the Act and in addition those specific powers enumerated below.

5. The Corporation shall have the power to make all rules and regulations not inconsistent with this Charter or the provisic of the Act which the Board of Directors deems expedient for the management of the Corporation's affairs. The By-Laws of the Corporation and the amendments thereto shall not become effective until the same have first been approved by the Memphis City Counci and the County Court of Shelby County by resolution duly adopted.

6. The acquisition of real property by this Corporation shall be limited to property lying within that area bounded generally by the Mississippi River on the West, North Parkway on the North, East Parkway on the East and South Parkway on the Soutl to and including the back property lines of all property located on such streets and specifically including the entire property comprising the Mid-South Fairgrounds.

7. Upon entering into any lease agreement as lessor of its properties, the Corporation shall provide in such lease that the lessee shall annually pay to all political subdivisions within the boundaries of which the Project lies a sum of money as a payment in lieu of taxes if such property or a leasehold interest in such property would be otherwise exempt from ad valorem taxation. The amount of this sum of money shall be based on an assessment of the value of the property leased by the Corporation at least equal to the ad valorem tax assessment of such property prior to its acquisition and by the Corporation. The Corporation may, in its discretion, add to this pre-acquisition assessment a sum representing the enhancement of the value of the property planned by the Corporation on the lessee and reduced by the appropriate percentages called for in Article 2, Section 28 of the Constitution of Tennessee for the assessment of property for taxation, or may, if it finds such action to be in the public interest retain the pre-acquisition assessment, or establish an assessment greater than the pre-acquisition assessment but less than the full enhanced value of the property or may provide for varying assessments over time. The instrument requiring the payment in lieu of taxes shall also provide that such payment shall be computed annually by applying the then current millage rate of the said political subdivisions to the assessment called for in such instrument. The payment in lieu of taxes shall be collected in the same manner and at the same time as are ad valorem taxes in the respective political subdivisions within the boundaries of which the Project is located. If for any reason the taxing authorities of the City of Memphis or Shelby County shall fail or refuse to cooperate in the collection of payments in lieu of taxes then the lease shall provide that the Corporation shall collect the payment in lieu of taxes in the manner provided herein and pay over the moneys collected to the respective political subdivisions.

8. Each director, officer, employee or agent of this Corporation, or any person who may have served at the request of this Corporation as a director, officer, employee or agent of another corporation in which the Corporation owns shares of stock, or of which the Corporation is a creditor, shall be indemnified and held harmless by the Corporation against all judgments, liabilities, cost and expenses reasonably incurred by him or on his behalf (including attorney fees actually and necessarily incurred by him and reasonable compensation for time spent by the person indemnified) in connection with any civil or criminal action or proceeding to which he may be a party by reason of his being of having been a director, officer, employee or agent of this Corporation or such other corporation or by reason of any action alleged to have been taken or omitted by him in such capacity, provided, however, that such indemnification shall be made only if such director, officer, employee or agent acted in good faith for a purpose which he reasonably believed to be in the best interest of such Corporation and, in criminal actions or proceedings, in addition, had no reasonable cause to believe that his conduct was unlawful. In the event of actions or proceedings in which a director, officer, employee or agent has not been wholly successful on the merits or otherwise in the defense of a civil or criminal action of the character described above (including actions

inal action of the character described above (including actions terminated by judgment, settlement, conviction or upon a plea of nolo contendere, or its equivalent), any indemnification shall be made only after authorization as provided in T.C.A. 48-409.

Such indemnity shall be effected only in the event the Corporation shall have actual notice of such action of proceeding within a reasonable time after its institution in the form of written notice from the interested director, officer, employee or agent or otherwise; such indemnity shall be applicable whether or not the person claiming the benefit thereof continues to be a

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director, officer, employee or agent of the Corporation at the time the liabilities, costs of expenses in respect of which indemnity is claimed or incurred; such indemnity shall inure to the benefit of the heirs, executors or administrators of each director, officer, employee or agent; such indemnity shall not be exclusive of any other right of any director, officer, employee or agent; and notwithstanding the amendment or repeal of this Charter provision, the same shall continue to bind the Corporation to provide indemnity to the extent above specified in respect of all such liabilities, costs and expenses incurred to and including the date of such amendment or repeal. In no event shall the rights contained herein be construed to enlarge the rights of indemnification permitted under the laws of the State of Tennessee.

We the undersigned, further certify that we are residents of Shelby County, Tennessee, and live within the boundaries thereof at the address indicated.

WITNESS our hands this 26th day of September, 1977.

NAME	ADDRESS	CITY
[illegible]	5955 Firwood Cove	Memphis
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned Notary Public in and for the aforesaid State and County, the within named incorporators, with whom I am personally acquainted, and who acknowledg that they executed the within application for a Charter of Incorpo tion for the purposes therein contained and expressed.

WITNESS my hand and official seal at office in Memphis, Tennessee, this 26th day of September, 1977.

NOTARY PUBLIC

FILED

MAR 17 1972

SECRETARY OF STATE

RESOLUTION APPROVING INCORPORATION OF
MEMPHIS CENTER CITY REVENUE FINANCE CORPORATION

WHEREAS, the City Council has received certain reports indicating the need for new business investment in the Memphis Center City Area and in certain areas adjacent thereto; and

WHEREAS, it appears that the present lack of such investment is related in part to the lack of available industrial revenue bond financing and this will be in the future a substantial drawback to the attracting of new business investment to the Memphis Center City Area and in certain areas adjacent thereto; and

WHEREAS, the unemployment level of the Memphis Center City Area needs to be reduced through the attraction of new job creating commercial activity and the expansion of existing activity; and

WHEREAS, the City Council has also received reports that certain persons or corporations have expressed an interest in making an investment in the Memphis Center City Area and certain areas adjacent thereto if revenue bond financing were available; and

WHEREAS, the City Council has received additional reports concerning the need for financing, construction, acquisition, furnishing and equipping of real and personal property for commercial, industrial, distributing, warehousing, financial services,

office building and other purposes in the Memphis Center City Area and certain areas adjacent thereto; and

WHEREAS, it has been established to the satisfaction of the City Council that the attracting of industry to and the promotion of growth in the Memphis Center City Area at certain areas adjacent thereto through the financing, constructing, acquiring, furnishing

MAR 17 1972

SECRETARY OF STATE

and equipping of facilities generally described above which will promote the ultimate redevelopment of the Memphis Center City Area will serve a public purpose and will result in a substantial economic benefit to Memphis; and

WHEREAS, the proposed Charter of Incorporation of the Memphis Center City Revenue Finance Corporation, a non-profit corporation to be formed pursuant to the statutes of the State of Tennessee, has been presented to and is now before this City Council; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MEMPHIS, THAT, it is hereby determined to be proper and in the public interest to approve, and this City Council does hereby approve the incorporation of a non-profit corporation sponsored by this City Council for the following purposes: to acquire, own, lease and dispose of properties in order to maintain and increase employment opportunities by promoting industry, trade, commerce, tourism and recreation by inducing manufacturing, industrial, governmental, educational, financial, service, commercial, recreational and other enterprises to locate in and remain in the Memphis Center City Area and certain areas adjacent thereto.

BE IT FURTHER RESOLVED, that the proposed Charter of Incorporation of the Memphis Center City Revenue Finance Corporation presented to and now before the City Council is hereby approved.

BE IT FURTHER RESOLVED, that the proposed activities of the Memphis Center City Revenue Finance Corporation which activities will promote the ultimate development of the Memphis Center City Area are in the public interest of the citizens of Memphis, Tennessee, and are proper public purposes for which the City

Council agrees to cooperate.

BE IT FURTHER RESOLVED, that it is a condition of this approval that the operation of the Memphis Center City Revenue Finance Corporation be non-profit and that it conduct its affairs in such a manner as to ultimately vest title to its assets in Memphis and Shelby County, Tennessee as tenants in common, subject

MAR 17
SECRETARY OF STATE

only to the lawful claims against such assets incurred by the Memphis Center City Revenue Finance Corporation, provided, however, that Memphis and Shelby County shall have no financial responsibility of liability for such claims, the rights of all such claimants being specifically limited to their interest in the assets so vested.

BE IT FURTHER RESOLVED AND ORDERED, that the approval of the proposed Charter and By-Laws of the Memphis Center City Revenue Finance Corporation is subject to the approval of the City Bond Attorneys.

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I, GENTRY CROWELL, Secretary of State, do certify that this Charter, with certificate attached, the foregoing of which is a true copy, was this day registered and certified to by me.

This the 17th day of March, 1978.

GENTRY CROWELL

SECRETARY OF STATE

FEE: $10.00

MAR 17 [illegible]

0 1 [illegible] 0 1 [illegible] 8

SECRETARY OF STATE

DESIGNATION OF REGISTERED AGENT
OF
MEMPHIS CENTER CITY REVENUE FINANCE CORPORATION

TO THE SECRETARY OF STATE
OF THE STATE OF TENNESSEE:

Pursuant to the provisions of Section 48-1201 of the Tennessee General Corporation Act, the undersigned incorporators of a domestic corporation being organized under the Act submit the following statement for the purpose of designating the Registered Agent for the corporation in the State of Tennessee:

1. The name of the corporation is MEMPHIS CENTER CITY REVENUE FINANCE CORPORATION.

The address of the corporation is 18th Floor, Exchange Building, Memphis, Tennessee 38103.

2. The name and street address of its Registered Agent in the State of Tennessee shall be John Dudas, 18th Floor, Exchange Building, Memphis, Tennessee 38103.

DATED: September 26, 1977.

MEMPHIS CENTER CITY REVENUE
FINANCE CORPORATION

BY: [signature]
Incorporato

BY: [signature]
Incorporato

BY: [signature]
Incorporato

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1980 DEC 10 PM 3:12

ARTICLES OF AMENDMENT TO THE CHARTER OF MEMPHIS CENTER CITY REVENUE FINANCE CORPORATION

Pursuant to the provision of Section 48-303 of the Tennessee General Corporation Act, the undersigned corporation adopts the following articles of amendment to its Charter:

1. The principal office of the corporation in the ~~State of Tennessee is changed to Room 745, Commerce Title~~ Building, Memphis, Tennessee 38103.

2. The period at the conclusion of paragraph 6 of the Charter is deleted and the following language is added thereto:

", plus the entire property comprising Mud Island."

The amendment was duly adopted at a meeting of the Board of Directors on September 18, 1980 and approved by the Memphis City Council and the Shelby County Board of Commissioners on November 11, 1980 and November 17, 1980 respectively.

The amendment shall be effective when these articles are filed by the Secretary of State.

DATED December 4, 1980

MEMPHIS CENTER CITY REVENUE FINANCE CORPORATION

BY: W. D. Galbreath

W. D. Galbreath, Chairman

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1983 APR 12 PM 2 20

ARTICLES OF AMENDMENT TO THE CHARTER

OF

MEMPHIS CENTER CITY REVENUE FINANCE CORPORATION

CHANGING THE PRINCIPAL OFFICE

Pursuant to the provisions of Section 48-303 of the Tennessee General Corporation Act, the undersigned corporation adopts the following articles of amendment to its charter:

1. The name of the corporation is Memphis Center City Revenue Finance Corporation.

2. The amendment adopted is:

The location of the principal office of the corporation in the State of Tennessee shall be, Suite 1001, 147 Jefferson Avenue, Memphis, Tennessee.

3. The amendment was duly adopted at a meeting of the Board of Directors held on March 8, 1983.

4. The amendment shall be effective when these articles are filed by the Secretary of State.

DATED March 8, 1983

MEMPHIS CENTER CITY REVENUE
FINANCE CORPORATION

BY: W. D. Galbreath
W. D. Galbreath, Chairman

FILED
SECRETARY OF STATE
1984 MAY 16 PM 2:15

CHANGE
OF
REGISTERED AGENT
OF
MEMPHIS CENTER CITY REVENUE
FINANCE CORPORATION

To the Secretary of State of Tennessee:

Pursuant to the provisions of Section 48-1201 of the Tennessee General Corporation Act, the undersigned domestic corporation being organized under the act submit the following statement for the purpose of changing the registered agent for the corporation in the State of Tennessee:

1. The name of the corporation is Memphis Center City Revenue Finance Corporation, 147 Jefferson Avenue, Suite 1001, Memphis, Tennessee 38103.

2. The name and street address of its registered agent in the State of Tennessee shall be John J. Dudas, 147 Jefferson Avenue, Suite 1001, Memphis, Tennessee 38103.

Dated May 8, 1984.

MEMPHIS CENTER CITY REVENUE
FINANCE CORPORATION

By: Edward A. Loeb
Chairman

CORPORATION ANNUAL REPORT

STATE OF TENNESSEE

SECRETARY OF STATE

THIS REPORT IS DUE ON OR BEFORE JULY 1, 1987

READ NOTICE AND INSTRUCTIONS ON OTHER SIDE BEFORE MAKING ENTRIES

(1) (a) CORPORATION CONTROL NUMBER: 0049459
THIS REPORT WILL NOT BE FILED WITHOUT THIS NUMBER

(2) ENTER CHANGE OF ADDRESS OF CORPORATION'S PRINCIPAL OFFICE IN THE STATE OF INCORPORATION

(1) (b) NAME AND ADDRESS OF CORPORATION:

MEMPHIS CENTER CITY REVENUE FINANCE CORPORATION
S-1001 147 JEFFERSON AVE

MEMPHIS TN 38103

D 03/17/78 NOT FOR PROFIT

IF THE ABOVE ADDRESS IS INCORRECT IN ANY WAY, PLEASE CORRECT IN BLOCK 2

STREET ADDRESS

P.O. BOX NUMBER

CITY

STATE ZIP C

NOTICE: ADDRESS CHANGE ENTERED ON THIS REPORT WILL NOT BE OF RECORD. SEE INSTRUCTIONS.

(3) FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)
62-1156778

(4) PRINCIPAL OFFICE OR PLACE OF BUSINESS IN TENNESSEE IF FOREIGN CORPORATION:

STREET ADDRESS CITY, STATE, ZIP CODE

(5) NAMES AND STREET AND MAILING ADDRESSES OF EACH OFFICER MUST BE COMPLETED: (ATTACH SEPARATE SHEET IF NECESSARY)

TITLE	NAME	STREET AND MAILING ADDRESS	CITY, STATE, ZIP CODE
~~PRESIDENT~~ CHAIRMAN	Edmond D. Cicala	Edmond Enterprises, Inc. Suite 200, 1213 Park Place Center	Memphis, TN 38119
VICE ~~PRESIDENT~~ CHAIRMAN	Jack B. Donaldson	8454 Lansingwood Cove	Germantown, TN 38138
SECRETARY	Karl A. Schledwitz	Schledwitz, Crow, Washington & Robb Third Floor, 109 North Mid-America M	Memphis, TN 38103
TREASURER	Jane W. Mahan	National Bank of Commerce Marketing Division, One Commerce Square	Memphis, TN 38150

(6) NAMES AND STREET AND MAILING ADDRESSES OF BOARD OF DIRECTORS MUST BE COMPLETED: (ATTACH SEPARATE SHEET IF NECESSARY)

NAME	STREET AND MAILING ADDRESS	CITY, STATE, ZIP CODE
Edmond D. Cicala	Edmond Enterprises, Inc. Suite 200, 1213 Park Place Center	Memphis, TN 38119
Jack B. Donaldson	8454 Lansingwood Cove	Germantown, TN 38138
Karl A. Schledwitz	Schledwitz, Crow, Washington & Robb Third Floor, 109 North Mid-America Mall	Memphis, TN 38103
Jane W. Mahan	National Bank of Commerce Marketing Division, One Commerce Square	Memphis, TN 38150
(SEE ATTACHMENT)		

(7) NAME AND ADDRESS OF REGISTERED AGENT:

DUDAS JOHN J
147 JEFFERSON AVE, S-1001
MEMPHIS TN 38103

(8) CURRENT REGISTERED AGENT, IF DIFFERENT FROM BLOCK 7 OR NOT OF RECORD:

NAME Michael D. Pagge
STREET ADDRESS 147 Jefferson Avenue, Suite 1001
CITY, STATE, ZIP CODE Memphis, Tennessee 38103

(9) THE NATURE AND CHARACTER OF THE BUSINESS IN WHICH THE CORPORATION IS ENGAGED IS:

OTHER SERVICES, NOT CLASSIFIED

SP 6603-90

REMIT TEN DOLLARS ($10.00), MADE PAYABLE TO TENNESSEE SECRETARY OF STATE. (CHECKS OR MONEY ORDERS ARE PREFERRED)

MAIL REMITTANCE AND COMPLETED FORM TO:
TENNESSEE SECRETARY OF STATE
JAMES K. POLK BUILDING, SUITE 500
NASHVILLE, TENN. 37219

6603-95

(10) UNDER PENALTIES OF PERJURY I DECLARE THAT I HAVE EXAMINED THIS REPORT AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT, AND COMPLETE.

SIGNATURE

TITLE Secretary DATE July 2, 1987

SS-4424 AN INCOMPLETE, UNSIGNED OR ILLEGIBLE REPORT WILL BE RETURNED TO YOU

87 0738

NAMES AND STREET AND MAILING ADDRESSES OF BOARD OF DIRECTORS:

William T. Mullen	Loomis-Sayles & Co., Inc. Suite 2200, 5100 Poplar Avenue	Memphis, TN 38137
James A. Thomas	NewSouth Capital Management, Inc. Suite 233, 755 Crossover Lane	Memphis, TN 38117
Paul W. Brown	Attorney at Law 1028 Cresthaven Road, Post Office Box 17464	Memphis, TN 38187
Michael Lewis	Union Planters National Bank Suite 401, 67 Madison Avenue, Post Office Box 387	Memphis, TN 38147

FILED
SECRETARY OF STATE
1987 JUL -7 AM 9 59

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STATE OF TENNESSEE
89 AUG 22 AM 11:30
GENTRY CROWELL
SECRETARY OF STATE

CHANGE OF REGISTERED AGENT AND/OR OFFICE

OF

MEMPHIS CENTER CITY REVENUE FINANCE CORPORATION

Pursuant to the provisions of T.C.A. Section 48-55-102 of the Tennessee Nonprofit Corporation Act, the undersigned Corporation hereby submits this application:

1. The name of the Corporation is Memphis Center City Revenue Finance Corporation.

2. The name of its current registered agent is Michael D. Hagge, and the street address of its current registered office is Suite 1001, 147 Jefferson Avenue, Memphis, Tennessee 38103.

3. The name of the registered agent will remain to be Michael D. Hagge, but the street address of the new registered office is Suite 680, 22 North Front Street, Memphis, Tennessee 38103.

4. After the change in the street address of the registered office, the street address of the registered office and the business office of the registered agent will be identical.

Dated: August 21, 1989.

MEMPHIS CENTER CITY
REVENUE FINANCE CORPORATION

By: _____
William T. Mullen, Chairman

☐ **CORPORATION ANNUAL REPORT**

STATE OF TENNESSEE

SECRETARY OF STATE

THIS REPORT IS DUE ON OR BEFORE 07/01/90

REQUIRED INFORMATION OR CORRECTIONS TO COMPUTER ENTRIES MUST BE TYPED OR PRINTED.

(1) (a) CORPORATION CONTROL NUMBER: 0049459
This report will not be filed without this number.

(1)(b) NAME AND MAILING ADDRESS OF CORPORATION:

Memphis Center City Revenue Finance Corporation
Suite 1001
147 Jefferson Avenue
Memphis, Tennessee 38103

D 03/17/1978 NON PROFIT

(2) If the address as entered in Block (1)(b) is incorrect, you may enter your corporate **mailing** address here.

STREET ADDRESS: Suite 680, 22 North Front Street
PO BOX NUMBER:
CITY: Memphis
STATE: Tennessee
ZIP CODE: 38103

(3) Enter the Federal Employer Identification Number of the corporation. If you have not obtained a FEIN, you may enter "Applied for".
62-1156778

(4) (a) PRINCIPAL OFFICE OF CORPORATION, as reflected on the records of the Secretary of State: (If blank or incorrect, enter the correct **street** address, including zip code. An amendment to the charter or an application for amended certificate of authority is required to change the address on the records. Forms are available upon request.)

Suite 1001, 147 Jefferson Avenue, Memphis, Tennessee 38103

Please enter any information in regard to a different principal office address on this line.

(4) (b) STATE OR COUNTRY OF INCORPORATION: (If blank or incorrect, please enter the correct name of the state or country under whose laws the corporation was formed. An application for amended certificate of authority is required to change the records. Forms are available upon request.)

Tennessee

Please enter correct information on this line.

(5) Enter the names and business addresses of principal officers in this block. Attach a separate sheet if necessary. Tennessee Code Annotated requires every domestic corporation to have a president and a secretary. Any two (2) or more offices may be held by the same person, except the offices of president and secretary. Corporations which are exempt from the payment of federal income tax under Section 501 (c) (3) of the Internal Revenue Code and are currently operating under its terms need not disclose the names and addresses of their principal officers and board of directors. However, a copy of the IRS 501 (c) (3) exemption would be required.

TITLE	NAME	BUSINESS ADDRESS	CITY, STATE, ZIP CODE
Chairman ~~PRESIDENT~~	William T. Mullen	Loomis-Sayles & Company, Inc. Suite 2200, 5100 Poplar Avenue	Memphis, Tenn. 38137
Vice Chairman ~~VICE PRESIDENT~~	Michael Lewis	Union Planters National Bank Suite 401, 67 Madison Avenue	Memphis, Tenn. 38103
SECRETARY	Paul W. Brown	Warlick, Myhr & Brown Suite 400, 6060 Poplar Avenue	Memphis, Tenn. 38119
TREASURER	Jacqueline L. Nesbit	National Bank of Commerce Suite 850, One Commerce Square	Memphis, Tenn. 38150

(6) Enter the name and business address of each person on the board of directors. Attach a separate sheet if necessary. Please note instructions in Block 5 regarding IRS 501 (c) (3) exemptions.

NAME	BUSINESS ADDRESS	CITY, STATE, ZIP CODE
(ALSO SEE ATTACHED SHEET)		
William T. Mullen	Loomis-Sayles & Company, Inc. Suite 2200, 5100 Poplar Avenue	Memphis, Tenn. 38137
Michael Lewis	Union Planters National Bank Suite 401, 67 Madison Avenue	Memphis, Tenn. 38103
Paul W. Brown	Warlick, Myhr & Brown Suite 400, 6060 Poplar Avenue	Memphis, Tenn. 38119
Jacqueline L. Nesbit	National Bank of Commerce Suite 850, One Commerce Square	Memphis, Tenn. 38150

(7) This block contains the name of the registered agent and the address of the registered office required by Tennessee Code Annotated, as currently designated with the Secretary of State. Please do not alter information in this block, if the information has been pre-printed; any additions or changes must be entered in Block 8.

Michael Hagge, Suite 1001, 147 Jefferson Avenue, Memphis, Tennessee 38103
Name of Registered Agent — Address of Registered Office

(8) To change or designate the registered agent and/or the registered office, enter the name of the registered agent and/or the complete **street** address of the registered office. A post office box is not acceptable. The **street** address of the registered office and the business address of the registered agent **must** be identical. The additional filing fee for the registered agent/registered office change or designation is Ten Dollars ($10.00).

Michael D. Hagge, Suite 680, 22 North Front Street, Memphis, Tennessee 38103
New Registered Agent and/or Registered Office, if different from Block 7

(9) This block must contain the nature and character of the business in which the corporation is engaged, which should be consistent with those indicated in the charter or application for certificate of authority at the time of filing. Those defined in the Industrial Development Corporations Act, T.C.A. Sections 7-53-101 through 7-53-311.

(10) THIS BLOCK APPLIES **ONLY** TO NONPROFIT CORPORATIONS.

(a) Check the appropriate box as it applies to your nonprofit corporation. It is required that one, but not both, of the boxes be checked.

☒ This corporation is a **public benefit** corporation. (A public benefit corporation is one that is designated as such by statute, by the original incorporation document, or by an amended incorporation document, if the corporation is recognized as exempt under Section 501 (c) (3) of the Internal Revenue Code, or any successor section, or is organized for a public or charitable purpose and upon dissolution must distribute its assets to the United States, a state or person which is recognized as exempt under Section 501 (c) (3) of the Internal Revenue Code, or any successor section. It is a public benefit corporation.)

☐ This corporation is a **mutual benefit** corporation. (A mutual benefit corporation is one that is designated as such by statute, by the original incorporation document, or by an amended incorporation document.)

(b) If a domestic religious corporation, please check box. ☐

NOTE: The filing of this annual report is required by Chapter 16 of either the Tennessee Business Corporation Act or the Tennessee Nonprofit Corporation Act. Failure to file the report within the prescribed time period will result in the corporate charter/certificate of authority being eligible for administrative dissolution/revocation. The report must be signed by the chairman of the board of directors, the president, or another authorized officer. The name and title of the person signing the document must be stated, in addition to the date the document was signed. Any change entered in Block 4 will not be entered on the records of the Office of the Secretary of State without the proper documentation and fee. Information entered in Block 8 will constitute a design ation/change of registered agent/registered office, and the additional filing fee indicated must accompany this report or it will be returned. The Corporation Annual Report filing fee is Ten Dollars ($1[illegible]. Please make check or money order payable to the **Tennessee Secretary of State, ATTN: Annual Reports, James K. Polk Building, Suite 1800, Nashville, TN 37219.** Please feel free to contact this office at **(615) 741-0294** for additional information as necessary.

(11) I declare that I have examined this report, and to the best of my knowledge and belief, it is true, correct, and complete as of this date.

Wm. T. Mullen
Signature

August 3, 1990
Date

William T. Mullen
Name (as typed or printed)

Chairman
Title

ANY INCOMPLETE, UNSIGNED OR ILLEGIBLE REPORT WILL BE RETURNED.

ITEM (6) [CONTINUED]
NAMES AND BUSINESS ADDRESSES
OF EACH PERSON ON THE BOARD OF DIRECTORS.

James A. Thomas, III	NewSouth Capital Management, Inc. Suite 233, 755 Crossover Lane	Memphis TN 38117
Peter M. Perez	Eagle Vision Suite 650, 6263 Poplar Avenue	Memphis TN 38119
Lee Askew, III	Askew, Nixon, Ferguson & Wolfe 1503 Monroe Avenue	Memphis TN 38104
G. Douglas Edwards, Jr.	Morgan Keegan & Company, Inc. 16th Floor, 50 North Front Street	Memphis TN 38103

2358 0123

0384-0387M

RECEIVED
STATE OF TENN.
92 JAN 21 PM 2:37
SECRETARY OF STATE

CHANGE OF REGISTERED AGENT/OFFICE (BY CORPORATION)

Pursuant to the provisions of Section 48-15-102 or 48-25-108 of the Tennessee Business Corporation Act or Section 48-55-102 or 48-65-108 of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The name of the corporation is The Memphis Center City Revenue Finance Corporation

2. The street address of its current registered office is 22 N. Front Street, Suite 680, Memphis, TN 38103

3. If the current registered office is to be changed, the street address of the new registered office, the zip code of such office, and the county in which the office is located is

N/A

4. The name of the current registered agent is Michael D. Hagge

5. If the current registered agent is to be changed, the name of the new registered agent is

Eric Wise

6. After the change(s), the street addresses of the registered office and the business office of the registered agent will be identical. yes

1/9/92
Signature Date

Agent as approved by the Board 8/22/91
Signer's Capacity

Memphis Center City Revenue Finance Corporation
Name of Corporation

Eric Wise
Signature

Eric Wise
Name (typed or printed)

[X] **CORPORATION ANNUAL REPORT**
STATE OF TENNESSEE
SECRETARY OF STATE
SUITE 1800, JAMES K. POLK BUILDING
NASHVILLE, TN 37243-0306

RECEIVED
SEP 11 1995

FILING FEE - $10.00; PRIVILEGE TAX - $10.00; TOTAL AMOUNT DUE - $20.00

CURRENT FISCAL YEAR CLOSING MONTH: 09 IF DIFFERENT, CORRECT MONTH IS_____

MEMPHIS CENTER CITY COMMISSION
THIS REPORT IS DUE ON OR BEFORE 01/01/96

(1) SECRETARY OF STATE CONTROL NUMBER: 0049459 OR FEDERAL EMPLOYER IDENTIFICATION NUMBER:

(2A.) NAME AND MAILING ADDRESS OF CORPORATION:

MEMPHIS CENTER CITY REVENUE FINANCE CORPORATION
22 N. FRONT STREET
SUITE #680
MEMPHIS, TN 38103

D 03/17/1978 NON-PROFIT

(2B.) STATE OR COUNTRY OF INCORPORATION: TENNESSEE

(2C.) ADD OR CHANGE MAILING ADDRESS:

(3) A. PRINCIPAL ADDRESS INCLUDING CITY, STATE, ZIP CODE:

22 N. FRONT STREET, SUITE #680, MEMPHIS, TN 38103

B. CHANGE OF PRINCIPAL ADDRESS:

STREET	CITY	STATE	ZIP CODE +4

** BLOCKS 4A AND 4B MUST BE COMPLETED OR THE ANNUAL REPORT WILL BE RETURNED **

(4) A. NAME AND BUSINESS ADDRESS, INCLUDING ZIP CODE, OF THE PRESIDENT, SECRETARY, AND OTHER PRINCIPAL OFFICERS. (ATTACH ADDITIONAL SHEET IF NECESSARY.)

TITLE	NAME	BUSINESS ADDRESS	CITY, STATE, ZIP CODE + 4
PRESIDENT	SEE EXHIBIT A attached hereto		
SECRETARY			

B. BOARD OF DIRECTORS (NAMES, BUSINESS ADDRESS INCLUDING ZIP CODE). (ATTACH ADDITIONAL SHEET IF NECESSARY.)

☐ SAME AS ABOVE
☐ NONE
OR LIST BELOW:

NAME	BUSINESS ADDRESS	CITY, STATE, ZIP CODE + 4
SEE EXHIBIT A attached hereto		

RECEIVED
SECRETARY OF STATE
95 MAR 1 PM 1:32
FILED QUARVELL

(5) A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS:

ERIC WISE

B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS:

22 NORTH FRONT ST., SUITE 680, MEMPHIS, TN 38103

(6) INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE.
(BLOCK 6A AND/OR 6B.) THERE IS AN ADDITIONAL $10.00 FILING FEE AND $10.00 PRIVILEGE TAX FOR A TOTAL OF $20.00 REQUIRED FOR CHANGES MADE TO THIS INFORMATION.

A. CHANGE OF REGISTERED AGENT: Mr. Ken McCown, Esq.

B. CHANGE OF REGISTERED OFFICE: 125 N. Main St., #314

STREET	CITY	STATE	ZIP CODE +4	COUNTY
	Memphis,	TN Tennessee	38103	Shelby

(7) A. THIS BOX APPLIES **ONLY** TO NONPROFIT CORPORATIONS. OUR RECORDS REFLECT THAT YOUR NONPROFIT CORPORATION IS A PUBLIC BENEFIT OR A MUTUAL BENEFIT CORPORATION AS INDICATED BELOW:

PUBLIC

IF BLANK OR CHANGE, PLEASE CHECK APPROPRIATE BOX:
☐ PUBLIC
☐ MUTUAL

B. IF A TENNESSEE RELIGIOUS CORPORATION, PLEASE CHECK BOX UNLESS OTHERWISE INDICATED.
☐ RELIGIOUS

(8) SIGNATURE: X Michael Lewis (9) DATE 2/20/96

(10) TYPE/PRINT NAME OF SIGNER: Michael Lewis (11) TITLE OF SIGNER Chairman

** THIS REPORT MUST BE DATED AND SIGNED **

BOARD OF DIRECTORS
MEMPHIS CENTER CITY REVENUE FINANCE CORPORATION

Michael Lewis - Chairman
22 N. Front St., Suite 680
Memphis, TN 38103

Paul W. Brown - Secretary
22 N. Front St., Suite 680
Memphis, TN 38103

Jacqueline Nesbit - Treasurer
22 N. Front St., Suite 680
Memphis, TN 38103

Lee Askew, III
22 N. Front St., Suite 680
Memphis, TN 38103

Doug Edwards
22 N. Front St., Suite 680
Memphis, TN 38103

John Jackson
22 N. Front St., Suite 680
Memphis, TN 38103

Wesley G. Grace
22 N. Front St., Suite 680
Memphis, TN 38103

RECEIVED
96 MAR 11 PM 1:32
MILEY DARNELL
SECRETARY OF STATE

EXHIBIT A

96 JUL 17 PM 3:00

SECRETARY OF STATE

CORPORATION'S STATEMENT OF CHANGE OF REGISTERED AGENT
OF
MEMPHIS CENTER CITY REVENUE FINANCE CORPORATION

Pursuant to the provisions of Section 48-55-102 of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this Statement to change the registered agent of the corporation and states as follows:

1. The name of the corporation is Memphis Center City Revenue Finance Corporation.

2. The corporation's current registered agent is to be changed, and the name of the new registered agent is Edmund H. Armentrout.

3. After the change(s) are made, the street addresses of the registered office of the corporation and the business office of its registered agent will be identical.

DATED this 27TH day of JUNE, 1996.

MEMPHIS CENTER CITY REVENUE FINANCE CORPORATION

By: [signature]

Name: MICKEY LEWIS

Title: CHAIRMAN

K:\tpl\...\mccrfc.603

CORPORATION ANNUAL REPORT
STATE OF TENNESSEE
SECRETARY OF STATE
SUITE 1500, JAMES K. POLK BUILDING
NASHVILLE, TN. 37243-0306

AMOUNT DUE - $20.00

RECEIVED
SEP 05 1997

CURRENT FISCAL YEAR CLOSING MONTH: 09 IF DIFFERENT, CORRECT MONTH IS _____

THIS REPORT IS DUE ON OR BEFORE [illegible]

(1) SECRETARY OF STATE CONTROL NUMBER: 0048459 OR FEDERAL EMPLOYER IDENTIFICATION NUMBER:

(2A.) NAME AND MAILING ADDRESS OF CORPORATION:

MEMPHIS CENTER CITY REVENUE FINANCE CORPORATION
22 N. FRONT STREET
SUITE #680
MEMPHIS, TN 38103

D 03/17/1978 NON-PROFIT

(2B.) STATE OR COUNTRY OF INCORPORATION:
TENNESSEE

(2C.) ADD OR CHANGE MAILING ADDRESS:
114 North Main Street
Memphis, TN 38103

(3) A. PRINCIPAL ADDRESS INCLUDING CITY, STATE, ZIP CODE:
22 N. FRONT STREET, SUITE #680, MEMPHIS, TN 38103
B. CHANGE OF PRINCIPAL ADDRESS:

STREET	CITY	STATE	ZIP CODE + 4
114 North main Street	Memphis	TN	38103-1151

** BLOCKS 4A AND 4B MUST BE COMPLETED OR THE ANNUAL REPORT WILL BE RETURNED **

(4) A. NAME AND BUSINESS ADDRESS, INCLUDING ZIP CODE, OF THE PRESIDENT, SECRETARY AND OTHER PRINCIPAL OFFICERS. (ATTACH ADDITIONAL SHEET IF NECESSARY.)

TITLE	NAME	BUSINESS ADDRESS	CITY, STATE, ZIP CODE + 4
PRESIDENT	Edmund H. Armentrout	114 North Main St	Memphis, TN 38103-115
SECRETARY	Paul Brown	P.O. Box 17464	Memphis TN 38187-04

B. BOARD OF DIRECTORS (NAMES, BUSINESS ADDRESS INCLUDING ZIP CODE). (ATTACH ADDITIONAL SHEET IF NECESSARY.) ☐ SAME AS ABOVE ☐ NONE

OR LISTED BELOW: NAME	BUSINESS ADDRESS	CITY, STATE, ZIP CODE + 4
See Attachment		

(5) A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS:
EDMUND H. ARMENTROUT
B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS:
125 N. MAIN ST. #314, MEMPHIS, TN 38103

(6) INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE.
(BLOCK 6A AND/OR 6B.) THERE IS AN ADDITIONAL $20.00 REQUIRED FOR CHANGES MADE TO THIS INFORMATION.

A. CHANGE OF REGISTERED AGENT:

B. CHANGE OF REGISTERED OFFICE:

STREET	CITY	STATE	ZIP CODE + 4	COUNTY
		TN		

(7) A. THIS BOX APPLIES ONLY TO NONPROFIT CORPORATIONS. OUR RECORDS REFLECT THAT YOUR NONPROFIT CORPORATION IS A PUBLIC BENEFIT OR A MUTUAL BENEFIT CORPORATION AS INDICATED: PUBLIC
IF BLANK OR CHANGE, PLEASE CHECK APPROPRIATE BOX: ☐ PUBLIC ☐ MUTUAL

B. IF A TENNESSEE RELIGIOUS CORPORATION, PLEASE CHECK BOX UNLESS OTHERWISE INDICATED. ☐ RELIGIOUS

(8) SIGNATURE Edmund H. Armentrout

(9) DATE 12/1/97

(10) TYPE PRINT NAME OF SIGNER: Edmund H. Armentrout

(11) TITLE OF SIGNER: President and CEO

** THIS REPORT MUST BE DATED AND SIGNED **

CONTINUED ON BACK

MEMPHIS CENTER CITY REVENUE FINANCE CORPORATION
BOARD OF DIRECTORS

Title	Name	Business Address	City, State, Zip
Chairman	G. Douglas Edwards	Morgan Keegan & Company	50 North Front St. 16th Fl	Memphis, TN 38103
Vice-Chairman	Lee Askew III	Askew, Nilson, Ferguson	1500 Union	Memphis, TN 38104
Secretary	Paul Brown	Attorney	P. O. Box 17464	Memphis, TN 38187
Treasurer	Gene Holcomb	Blue Cross & Blue Shield	85 Danny Thomas Blvd	Memphis, TN 38103
	Howard Robertson	Trust Marketing & Communications Consortium	44 North Second Street	Memphis, TN 38103
	Denis Duncan	Price Waterhouse LLP	One Commerce Sq Suite 2600	Memphis, TN 38103
	David Ramsey	Methodist Hospitals of Memphis	1265 Union Avenue Suite 10?	Memphis, TN 38103
	Wesley Grace	Brookfield Grace	P. O. Box 34968	Memphis, TN 38184
	Charles Tuggle	Baker, Donelson, Bearman, & Caldwell	165 Madison Avenue Suite 2000	Memphis, TN 38103

ARTICLES OF AMENDMENT
TO THE CHARTER OF
MEMPHIS CENTER CITY REVENUE FINANCE CORPORATION

PURSUANT to the provision of Tennessee Code Annotated Section 7-53-204, the undersigned corporation adopts the following Articles of Amendment to its Charter:

1. The principal office of the Corporation in the State of Tennessee is Suite 680, 22 North Front Street, Memphis, Tennessee 38103.

2. Section 5 is hereby deleted and the following is substituted in its place:

5. The Corporation shall have the power to make all rules and regulation not inconsistent with this Charter or the provision of the Act which the Board of Directors shall deem expedient for the management of the Corporation's affairs. Without limitation of any other powers of this Corporation, this Corporation shall have the power to donate and convey any of its assets or properties from time to time to Memphis Center City Development, a Tennessee non-profit corporation, the residuary assets of which shall upon dissolution thereof be turned over to the City of Memphis and County of Shelby.

3. Section 6 of the Charter is hereby deleted and the following is substituted in its place:
6. The acquisition of real property by this Corporation shall be limited to property lying within the following area:

That area bounded generally by the Tennessee state line on the west, on the south by South Parkway, on the east by East Parkway, then generally west along North Parkway to Danny Thomas, thence north along Danny Thomas to the Wolf River, then along the Wolf River to the point where it turns south, then along the centerline of the Wolf River Riverfront Channel and following such line to the Tennessee state line, plus all of the property bounded on the west by East Parkway, on the north by Central Avenue, on the east by Hollywood and on the south by Southern Avenue.

4. Section 7 of the Charter is amended by adding the following:

Such payments in lieu of taxes shall be in addition to rent or other payments to the Corporation provided for from time to time in lease agreements with respect to its

properties, such rent and other payments to be used as determined from time to time by the Board of Directors of the Corporation.

This Amendment was duly adopted at a meeting of the Board of Directors on Dec. 17, 1996 and approved by the City Council of the City of Memphis and the Shelby County Commission on JAN. 7, 1997 and April 7, 1997 respectively. This Amendment shall be effective when these articles are filed by the Secretary of State.

DATED: MARCH 17, 1998

MEMPHIS CENTER CITY REVENUE FINANCE CORPORATION

By: _____

Its: CHAIRMAN

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CHANGE OF REGISTERED AGENT/OFFICE (BY CORPORATION)

Pursuant to the provisions of Section 48-15-102 or 48-25-108 of the Tennessee Business Corporation Act or Section 48-55-102 or 48-65-108 of the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application:

1. The name of the corporation is Memphis Center City Revenue Finance Corporation.

2. The street address of its current registered office is 22 N. Front Street, Suite 680 Memphis, TN 38103.

3. If the current registered office is to be changed, the street address of the new registered office, the zip code of such office, and the county in which the office is located is The Crump Building, 114 N. Main Street, Memphis, TN 38103, Shelby County, Tennessee.

4. The name of the current registered agent is Edmund H. Armstrout.

5. If the current registered agent is to be changed, the name of the new registered agent is Jeff Sanford.

6. After the change(s), the street addresses of the registered office and the business office of the registered agent will be identical.

August 12, 1998
Signature Date

Interim President and CEO
Signer's Capacity

Memphis Center City Revenue Finance Corporation
Name of Corporation

Signature

Jeff Sanford
Name (typed or printed)

SS-4427

RDA 1678

CORPORATION ANNUAL REPORT

Please return completed form to:
TENNESSEE SECRETARY OF STATE
Attn: Annual Report
312 Eighth Ave. N, 6th Floor
William R. Snodgrass Tower
Nashville, TN. 37243

Annual Report Filing Fee Due:
$20, if no changes are made in block #6 to the registered agent/office, or
$40, if any changes are made in block #6 to the registered agent/office

CURRENT FISCAL YEAR CLOSING MONTH: 09 IF DIFFERENT, CORRECT MONTH IS 06 (June 30)

THIS REPORT IS DUE ON OR BEFORE 01/01/01

(1) SECRETARY OF STATE CONTROL NUMBER: 0049459

(2A.) NAME AND MAILING ADDRESS OF CORPORATION:

MEMPHIS CENTER CITY REVENUE FINANCE CORPORATION
114 N. MAIN STREET

MEMPHIS, TN 38103

D 03/17/1978 NON-PROFIT

(2B.) STATE OR COUNTRY OF INCORPORATION:
TENNESSEE

(2C.) ADD OR CHANGE MAILING ADDRESS:

(3) A. PRINCIPAL ADDRESS INCLUDING CITY, STATE, ZIP CODE:
22 N. FRONT STREET, SUTIE 580, MEMPHIS, TN 38103

B. CHANGE OF PRINCIPAL ADDRESS:

STREET	CITY	STATE	ZIP CODE + 4
114 N. Main Street	Memphis	TN	38103

(4) NAME AND BUSINESS ADDRESS, INCLUDING ZIP CODE, OF THE PRESIDENT, SECRETARY AND OTHER PRINCIPAL OFFICERS. (ATTACH ADDITIONAL SHEET IF NECESSARY.)

TITLE	NAME	BUSINESS ADDRESS	CITY, STATE, ZIP CODE + 4
PRESIDENT	Jeff Sanford	114 N. Main Street	Memphis TN 38103
SECRETARY	Paul Brown	5384 Poplar Suite 308	Memphis TN 38187-041

(5) BOARD OF DIRECTORS (NAMES, BUSINESS ADDRESS INCLUDING ZIP CODE). (ATTACH ADDITIONAL SHEET IF NECESSARY.) ☐ SAME AS ABOVE ☐ NONE

OR LISTED BELOW: NAME	BUSINESS ADDRESS	CITY, STATE, ZIP CODE + 4
Attached.		

RECEIVED SEP 08 2000

(6) A. NAME OF REGISTERED AGENT AS APPEARS ON SECRETARY OF STATE RECORDS:
JEFF SANFORD

B. REGISTERED ADDRESS AS APPEARS ON SECRETARY OF STATE RECORDS:
THE CRUPM BLDG, 114 N MAIN ST, MEMPHIS, TN 38103

C. INDICATE BELOW ANY CHANGES TO THE REGISTERED AGENT NAME AND/OR REGISTERED OFFICE.

(I). CHANGE OF REGISTERED AGENT:

(II). CHANGE OF REGISTERED OFFICE:

STREET	CITY	STATE	ZIP CODE + 4	COUNTY
		TN		

(7) A. THIS BOX APPLIES ONLY TO NONPROFIT CORPORATIONS. OUR RECORDS REFLECT THAT YOUR NONPROFIT CORPORATION IS A PUBLIC BENEFIT OR A MUTUAL BENEFIT CORPORATION AS INDICATED: IF BLANK OR INCORRECT, PLEASE CHECK APPROPRIATE BOX: ☐ PUBLIC ☐ MUTUAL

PUBLIC

B. IF A TENNESSEE RELIGIOUS CORPORATION, PLEASE CHECK BOX IF BLANK. ☐ RELIGIOUS

(8) SIGNATURE

(9) DATE 9/26/00

(10) TYPE PRINT NAME OF SIGNER: Jeff Sanford

(11) TITLE OF SIGNER President CEO

* * THIS REPORT MUST BE DATED AND SIGNED * *

CONTINUED ON BACK

Center City Revenue Finance Corporation Board

Quorum = 4

Lee Askew, III (Vice Chair)
Askew, Nixon, Ferguson Architects
1500 Union Avenue
Memphis, TN 38104
Phone: 278-6868
Fax: 278-6884

Paul W. Brown (Secretary)
5384 Poplar Avenue
Suite 308
P.O. Box 17464
Memphis, TN 38187-0464
Phone: 767-3534
Fax: 685-0204

Denis J. Duncan (Treasurer)
Midwest Partner in Charge - Banking
PricewaterhouseCoopers, LLP
50 North Front Street
Suite 1000
Memphis, TN 38103
Phone: 523-2903
Fax: 523-2045

G. Douglas Edwards (Chairman)
President, Fixed Income Capital Mkts
Morgan Keegan and Company
50 North Front
16th Floor
Memphis, TN 38103
Phone: 579-4205
Fax: 529-5444
Asst: Karen

Tara Elliott
Vice President of Finance
AutoZone, Inc.
123 S. Front Street
Memphis, TN 38103
Phone: 495-7178
Fax: 495-8317
E-Mail: tara.elliott@autzone.com

Wesley G. Grace
2969 Elmore Park Rd.
P.O. Box 34068
Memphis, TN 38184
Phone: 388-5253; 761-5783
Fax: 372-6335

Gene Holcomb
3340 Poplar Avenue
Suite 111
Memphis, TN 38111
Phone: 327-7437
Fax: 327-7875

James B. McLaren, Jr. (Counsel)
Managing Partner
Armstrong, Allen, et al
80 Monroe
Suite 700
Memphis, TN 38103
Phone: 524-4947
Fax: 524-4936
E-mail: jmclaren@armstrongallen.com
Asst: Rae Myerd

David Ramsey
President
Methodist Hospitals of Memphis
1265 Union Avenue
Suite 101
Memphis, TN 38104
Phone: 726-8274
Fax: 726-7770
Asst: Gloria Fisher

As of August 8, 2000

Tennessee Corporation Annual Report Form

File online at: http://TNBear.TN.gov/AR

Due on/Before:10/01/2010

AR Filing #: 02384355
Status: Complete

Annual Report Filing Fee Due:
$20 if no changes are made in block 3 to the registered agent/office, or
$40 if any changes are made in block 3 to the registered agent/office

This Annual Report has been successfully paid for and submitted. Your Annual Report will be reviewed by Business Services and filed within 48 hours. Please keep this report for your records.

SOS Control Number: 49459
Corporation Non-Profit - Domestic Date Formed: 03/17/1978 Formation Locale: Shelby County

(1) Name and Mailing Address:
MEMPHIS CENTER CITY REVENUE FINANCE CORPORATION
114 N. MAIN STREET
MEMPHIS, TN 38103-0000 USA

(2) Principal Office Address:
114 N. MAIN STREET
MEMPHIS, TN 38103-0000 USA

Image #: A0047-2924

(3) Registered Agent (RA) and Registered Office (RO) Address: Agent Changed: Yes
Paul Morris
THE CRUMP BLDG
114 N MAIN ST
MEMPHIS, TN 38103-0000 USA

(4) Name and business address (with zip code) of the President, Secretary and other principal officers.

Title	Name	Business Address	City, State, Zip
Secretary	Robert Spence	One Commerce Square, Ste 2200,	
President	Paul Morris	114 N MAIN STREET	MEMPHIS, TN 38103

(5) Board of Directors names and business address (with zip code). (___None)

Name	Business Address	City, State, Zip
LUCY SHAW	1847 FOSTER aVE	MEMPHIS, TN 38114
WESLEY G GRACE	2342 TURPINS GLEN	GERMANTOWN, TN 38138
MARTIN TRUITT	6689 WALTER FOREST COVE	MEMPHIS, TN 38141
LUKE YANCEY	114 N MAIN STREET	MEMPHIS, TN 38103
DANA BURKETT	114 N MAIN STREET	MEMPHIS, TN 38103
ROBERT SPENCE	ONE COMMERCE SQUARE SUITE 2200	MEMPHIS, TN 38103
WALTER PERSON	165 MADISON AVE, 15TH FLOOR	MEMPHIS, TN 38103
BRANDY JOHNSON-WARD	8690 RIVERWOOD FARMS PKWY	CORDOVA, TN 38016
CARLA PREACHER-RYAN	BAKER DONALDSON, 165 MADISON AVE	MEMPHIS, TN 38103

(6) This section applies to non-profit corporations ONLY.

A. Our records reflect that your non-profit corporation is a public benefit or a mutual benefit corporation as indicated.
If blank or incorrect, please check appropriately: _X_Public ___Mutual

B. If a Tennessee religious corporation, please check here if blank: ___Religious

(7) Signature: Electronic (8) Date: 10/04/2010 2:27 PM

(9) Type/Print Name: JAMES M STREET (10) Title: VP ADM & FINANCE, CFO

SS-4444 RDA 1678

FILED

SECRETARY OF STATE

STATE OF TENNESSEE
CHARTER OF INCORPORATION
MEMPHIS CENTER CITY REVENUE FINANCE CORPORATION

BE IT KNOWN that Samuel B. Hollis, W. D. Galbreath and Charles A. Scruggs, all of Memphis, Shelby County, Tennessee, each of them being an elector and taxpayer in said City and County, are hereby constituted a Body Politic and Corporate by the name and style of

MEMPHIS CENTER CITY REVENUE FINANCE CORPORATION

permission to organize said Corporation having been granted by resolution adopted by the Council of the City of Memphis and the County Court of Shelby County, Tennessee, on the 27th day of September, 1977 and the 27th day of September, 1977 respectively.

The location of the principal office of the Corporation will be 18th Floor, Exchange Building, Memphis, Tennessee.

1. The purposes for which the Corporation is organized are those specified in Title VI, Chapter 28, Industrial Development Corporations, being Sections 6-2801 through 6-2821, inclusive, of Tennessee Code Annotated, as amended from time to time (herein the "Act"), and in connection therewith to acquire, own, lease and dispose of properties in order to maintain and increase employment opportunities by promoting industry, trade, commerce, tourism and recreation by inducing manufacturing, industrial, governmental, educational, financial, service, commercial and recreational enterprises to locate in and remain in said County and to further the use of its agricultural products and natural resources, and to promote the control and elimination of all types of pollution which may result from the existence, development or expansion of commerce and industry within the state.

2. The Corporation shall be managed by a Board of not less than nine (9) Directors.

3. The Corporation shall have perpetual existence.

4. The Corporation shall have all of the powers of an Industrial Development Corporation as set forth in the Act and shall have all powers incidental to or necessary for the performance of those purposes enumerated herein and in the Act and in addition those specific powers enumerated below.

5. The Corporation shall have the power to make all rules and regulations not inconsistent with this Charter or the provisions of the Act which the Board of Directors deems expedient for the management of the Corporation's affairs. The By-Laws of the Corporation and the amendments thereto shall not become effective until the same have first been approved by the Memphis City Council and the County Court of Shelby County by resolution duly adopted.

6. The acquisition of real property by this Corporation shall be limited to property lying within that area bounded generally by the Mississippi River on the West, North Parkway on the North, East Parkway on the East and South Parkway on the South to and including the back property lines of all property located on such streets and specifically including the entire property comprising the Mid-South Fairgrounds.

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SECRETARY OF STATE

7. Upon entering into any lease agreement as lessor of its properties, the Corporation shall provide in such lease that the lessee shall annually pay to all political subdivisions within the boundaries of which the Project lies a sum of money as a payment in lieu of taxes if such property or a leasehold interest in such property would be otherwise exempt from ad valorem taxation. The amount of this sum of money shall be based on an assessment of the value of the property leased by the Corporation at least equal to the ad valorem tax assessment of such property prior to its acquisition and by the Corporation. The Corporation may, in its discretion, add to this pre-acquisition assessment a sum representing the enhancement of the value of the property planned by the Corporation on the lessee and reduced by the appropriate percentages called for in Article 2, Section 28 of the Constitution of Tennessee for the assessment of property for taxation, or may, if it finds such action to be in the public interest retain the pre-acquisition assessment, or establish an assessment greater than the pre-acquisition assessment but less than the full enhanced value of the property or may provide for varying assessments over time. The instrument requiring the payment in lieu of taxes shall also provide that such payment shall be computed annually by applying the then current millage rate of the said political subdivisions to the assessment called for in such instrument. The payment in lieu of taxes shall be collected in the same manner and at the same time as are ad valorem taxes in the respective political subdivisions within the boundaries of which the Project is located. If for any reason the taxing authorities of the City of Memphis or Shelby County shall fail or refuse to cooperate in the collection of payments in lieu of taxes then the lease shall provide that the Corporation shall collect the payment in lieu of taxes in the manner provided herein and pay over the moneys collected to the respective political subdivisions.

8. Each director, officer, employee or agent of this Corporation, or any person who may have served at the request of this Corporation as a director, officer, employee or agent of another corporation in which the Corporation owns shares of stock, or of which the Corporation is a creditor, shall be indemnified and held harmless by the Corporation against all judgments, liabilities, cost and expenses reasonably incurred by him or on his behalf (including attorney fees actually and necessarily incurred by him and reasonable compensation for time spent by the person indemnified) in connection with any civil or criminal action or proceeding to which he may be a party by reason of his being of having been a director, officer, employee or agent of this Corporation or such other corporation or by reason of any action alleged to have been taken or omitted by him in such capacity, provided, however, that such indemnification shall be made only if such director, officer, employee or agent acted in good faith for a purpose which he reasonably believed to be in the best interest of such Corporation and, in criminal actions or proceedings, in addition, had no reasonable cause to believe that his conduct was unlawful. In the event of actions or proceedings in which a director, officer, employee or agent has not been wholly successful on the merits or otherwise in the defense of a civil or criminal action of the character described above (including actions terminated by judgment, settlement, conviction or upon a plea of nolo contendere, or its equivalent), any indemnification shall be made only after authorization as provided in T.C.A. 48-409.

Such indemnity shall be effected only in the event the Corporation shall have actual notice of such action of proceeding within a reasonable time after its institution in the form of written notice from the interested director, officer, employee or agent or otherwise; such indemnity shall be applicable whether or not the person claiming the benefit thereof continues to be a

director, officer, employee or agent of the Corporation at the time the liabilities, costs of expenses in respect of which indemnity is claimed or incurred; such indemnity shall inure to the benefit of the heirs, executors or administrators of each director, officer, employee or agent; such indemnity shall not be exclusive of any other right of any director, officer, employee or agent; and notwithstanding the amendment or repeal of this Charter provision, the same shall continue to bind the Corporation to provide indemnity to the extent above specified in respect of all such liabilities, costs and expenses incurred to and including the date of such amendment or repeal. In no event shall the rights contained herein be construed to enlarge the rights of indemnification permitted under the laws of the State of Tennessee.

We the undersigned, further certify that we are residents of Shelby County, Tennessee, and live within the boundaries thereof at the address indicated.

WITNESS our hands this 26th day of September, 1977.

NAME	ADDRESS	CITY
[illegible]	5955 Fairwood Ln	Memphis
[illegible]	[illegible]	[illegible]
[illegible]	994 N. Parkway St.	Memphis, Tenn.

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned Notary Public in and for the aforesaid State and County, the within named incorporators, with whom I am personally acquainted, and who acknowledged that they executed the within application for a Charter of Incorporation for the purposes therein contained and expressed.

WITNESS my hand and official seal at office in Memphis, Tennessee, this 26th day of September, 1977.

NOTARY PUBLIC

(SEAL)
My Commission Expires:
MY COMMISSION EXPIRES NOV. 23, 1977

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SECRETARY OF STATE

RESOLUTION APPROVING INCORPORATION OF
MEMPHIS CENTER CITY REVENUE FINANCE CORPORATION

WHEREAS, the City Council has received certain reports indicating the need for new business investment in the Memphis Center City Area and in certain areas adjacent thereto; and

WHEREAS, it appears that the present lack of such investment is related in part to the lack of available industrial revenue bond financing and this will be in the future a substantial drawback to the attracting of new business investment to the Memphis Center City Area and in certain areas adjacent thereto; and

WHEREAS, the unemployment level of the Memphis Center City Area needs to be reduced through the attraction of new job creating commercial activity and the expansion of existing activity; and

WHEREAS, the City Council has also received reports that certain persons or corporations have expressed an interest in making an investment in the Memphis Center City Area and certain areas adjacent thereto if revenue bond financing were available; and

WHEREAS, the City Council has received additional reports concerning the need for financing, construction, acquisition, furnishing and equipping of real and personal property for commercial, industrial, distributing, warehousing, financial services, office building and other purposes in the Memphis Center City Area and certain areas adjacent thereto; and

WHEREAS, it has been established to the satisfaction of the City Council that the attracting of industry to and the promotion of growth in the Memphis Center City Area at certain areas adjacent thereto through the financing, constructing, acquiring, furnishing

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SECRETARY OF STATE

and equipping of facilities generally described above which will promote the ultimate redevelopment of the Memphis Center City Area will serve a public purpose and will result in a substantial economic benefit to Memphis; and

WHEREAS, the proposed Charter of Incorporation of the Memphis Center City Revenue Finance Corporation, a non-profit corporation to be formed pursuant to the statutes of the State of Tennessee, has been presented to and is now before this City Council; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MEMPHIS, THAT, it is hereby determined to be proper and in the public interest to approve, and this City Council does hereby approve the incorporation of a non-profit corporation sponsored by this City Council for the following purposes: to acquire, own, lease and dispose of properties in order to maintain and increase employment opportunities by promoting industry, trade, commerce, tourism and recreation by inducing manufacturing, industrial, governmental, educational, financial, service, commercial, recreational and other enterprises to locate in and remain in the Memphis Center City Area and certain areas adjacent thereto.

BE IT FURTHER RESOLVED, that the proposed Charter of Incorporation of the Memphis Center City Revenue Finance Corporation presented to and now before the City Council is hereby approved.

BE IT FURTHER RESOLVED, that the proposed activities of the Memphis Center City Revenue Finance Corporation which activities will promote the ultimate development of the Memphis Center City Area are in the public interest of the citizens of Memphis, Tennessee, and are proper public purposes for which the City Council agrees to cooperate.

BE IT FURTHER RESOLVED, that it is a condition of this approval that the operation of the Memphis Center City Revenue Finance Corporation be non-profit and that it conduct its affairs in such a manner as to ultimately vest title to its assets in Memphis and Shelby County, Tennessee as tenants in common, subject

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SECRETARY OF STATE

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only to the lawful claims against such assets incurred by the Memphis Center City Revenue Finance Corporation, provided, however, that Memphis and Shelby County shall have no financial responsibility of liability for such claims, the rights of all such claimants being specifically limited to their interest in the assets so vested.

BE IT FURTHER RESOLVED AND ORDERED, that the approval of the proposed Charter and By-Laws of the Memphis Center City Revenue Finance Corporation is subject to the approval of the City Bond Attorneys.

I hereby certify that the foregoing is a true copy and said document was adopted, approved by the council of the city of Memphis in regular [redacted] session on

SEP 27 1977

Robert Tamboli
Comptroller

BOOK 01277

I, GENTRY CROWELL, Secretary of State, do certify that this Charter, with certificate attached, the foregoing of which is a true copy, was this day registered and certified to by me.

This the 17th day of March, 1978.

GENTRY CROWELL

SECRETARY OF STATE

FEE: $10.00

MEMPHIS CENTER CITY REVENUE FINANCE CORPORATION
(AMENDMENT TO BY-LAWS)

WHEREAS, MEMPHIS CENTER CITY REVENUE FINANCE CORPORATION (this "Corporation") is a public, nonprofit corporation existing under Sections 7-53-101 et. seq., Tennessee Code Annotated, as amended (the "Act"); and

WHEREAS, by Resolution adopted December 16, 1997, this Corporation authorized and approved the execution and delivery of a Collateral Trust Indenture (the "Collateral Trust Indenture") with First Tennessee Bank National Association, as trustee (the "Collateral Trustee"), pursuant to which this Corporation agreed to pledge all rents to be received under certain payment in lieu of tax leases (the "PILOT Leases") to form a collateral pool; and

WHEREAS, Deutsche Bank National Trust Company, has succeeded to the interest of First Tennessee Bank National Association as trustee under the Collateral Trust Indenture; and

WHEREAS, all revenues received by the Collateral Trustee from the PILOT Leases have been pledged to Deutsche Bank National Trust Company (the "Master Trustee") under Master Trust Indenture (the "Master Indenture") between this Corporation and the Master Trustee; and

WHEREAS, on December 20, 2004, this Corporation issued its Taxable Revenue Bonds, Series 2004 (Peabody Place Garage Project Refinancing) in an aggregate principal amount of $10,465,000 (the "2004 Bonds"), the proceeds of which were loaned to the Parking Authority of the City of Memphis and County of Shelby, Tennessee, a public, nonprofit corporation existing under Sections 7-65-101 et. seq., Tennessee Code Annotated (the "Borrower"), in connection with the refinancing of a parking garage owned by the Borrower and located in the area generally bounded by Third Street, Peabody Place Avenue, Fourth Street and Gayoso Avenue (the "250 Garage").

WHEREAS, under the terms of the Master Indenture, this Corporation and the Master Trustee entered into Supplemental Master Indenture No. 1 ("Supplemental Master Indenture No. 1") pursuant to the terms of which the Issuer has issued its Direct Note Obligation, Series 2004 (the "Series 2004 Obligation") to the Bond Trustee to secure payment of the Series 2004 Bonds; and

WHEREAS, it is proposed that the Parking Authority construct an approximately 205 space parking garage (the "100 South Main Parking Garage") on the property generally bounded by Main Street Mall, Gayoso Avenue, November 6th Alley and Barbaro Alley (the "Main Street Property"); and

WHEREAS, the Issuer has previously loaned the Parking Authority $1,600,000, for acquisition of the Main Street Property and preconstruction cost incurred in connection with the 100 South Main Parking Garage (the "Main Street Loan"); and

WHEREAS, the Parking Authority owns the Main Street Property; and

WHEREAS, it is proposed that, subject to the terms thereof approved by this Board of Directors, this Corporation enter into a loan or issue its bonds for the refinancing of the acquisition of the Main Street Property and financing of the construction of the 100 South Main Parking Garage (the "Financing") to be secured in part by the pledge of revenues of this Corporation received under the Collateral Trust Indenture; and

WHEREAS, it is anticipated that the total project cost for the construction of the 100 South Main Parking Garage shall not exceed $6,000,000 and the total amount of such financing shall be up to $11,000,000 including the debt service reserve fund and capitalized interest; and

WHEREAS, the approval of the Mayor of the City of Memphis and the Mayor of Shelby County is required for use of the rents received by this Corporation pursuant to the Collateral Trust Indenture; and

WHEREAS, the Board of Commissioners of Shelby County has requested that this Corporation not use rents collected under the Collateral Trust Indenture without its' approval and the approval of the Memphis City Council; and

WHEREAS, it is proposed that the By-Laws of this Corporation be amended pursuant to Amendment to the By-Laws in the form attached to this Resolution to provide for such consents.

NOW, THEREFORE, BE IT RESOLVED by this Board of Directors as follows:

1. The Amendment to the By-Laws of this Corporation attached hereto is hereby adopted and approved in all respects.

2. All prior resolutions of this Board of Directors or any parts thereof in conflict with any or all of this Resolution are hereby repealed to the extent of such conflict but are otherwise ratified and approved.

3. The Secretary or any other officer of this Corporation is hereby authorized to certify to the due adoption of this Resolution and to provide certified copies of this Resolution and any other Resolutions to any party in connection with the transactions contemplated by this Resolution and to attest the execution of any document or instrument by any other officer on behalf of this Corporation.

Adopted this 12th day of August, 2008.

MEMPHIS CENTER CITY REVENUE FINANCE CORPORATION

By: Paul A. Brown

Its: SECRETARY

AMENDMENT TO THE

BY-LAWS

OF

MEMPHIS CENTER CITY REVENUE FINANCE CORPORATION

PART 1. Article V of the Bylaws are amended by deleting the period at the end of such article, inserting a comma in its place and then adding the following clause:

> *provided however*, that any amendment to Article _ shall not become effective until the same has first been approved by the Memphis City Council and the Board of Commissioners of Shelby County by resolution duly adopted.

PART 2. The Bylaws are amended by adding a new Article, as follows:

ARTICLE _

LIMITATION OF POWERS

The Corporation shall not have the power to utilize funds received by the Corporation as rent from any Lease, as such term is defined by Section 7-53-101(6) of Tennessee Code Annotated, unless the use of such funds has been approved by the Memphis City Council and the Board of Commissioners of Shelby County by resolution duly adopted.

Adopted: _____, 2008.

_____

SECRETARY

317576-2

CHAPTER 2-84. - CENTER CITY COMMISSION[18]

Sections:

Footnotes:

--- (**18**) ---

State Law reference— Centrol Business Improvement District Act of 1971, T.C.A. § 7-84-101 et seq.

Sec. 2-84-1. - Definitions.

As used in this chapter, the following terms shall have the following meanings:

Center city area means that area bounded generally by the Tennessee state line on the west to the Interstate 55 bridge on the south, thence east along the Interstate 55 bridge, thence south along the shore line of the Mississippi River to a line extended from the ICC Railroad tracks to the Mississippi River, thence following the railroad tracks to I-55, thence north along the center of I-55 to Crump Avenue, thence following Crump Avenue to Danny Thomas, thence along Danny Thomas to Linden Avenue, thence east along Linden Avenue to Watkins Street, thence north generally along Watkins Street to Poplar Avenue, thence generally west along Poplar Avenue to Danny Thomas, thence north along Danny Thomas to the Wolf River, thence along the Wolf River to the point there it turns south, thence along the centerline of the Wolf River Riverfront Channel and following such line to the Tennessee state line.

Commission means the center city commission as established.

Council means the city council of the City of Memphis.

County commission means the Shelby County Board of Commissioners.

District No. I means the central business improvement district created by chapter 12-32.

District No. II means central business improvement district No. II created by chapter 12-44.

Mall or *common mall* means the Main Street Mall.

President means the person acting from time to time as the president and chief executive officer of the commission.

(Code 1985, § 7-11; Ord. No. 4468, § 1, 1-7-1997)

Sec. 2-84-2. - Created; established.

There is created and established a center city commission in and for the city to be known as the Memphis Center City Commission.

(Code 1985, § 7-12; Ord. No. 4468, § 1, 1-7-1997)

Sec. 2-84-3. - Purpose.

The commission shall represent an official partnership between city and county government and the private business community. The commission shall manage and coordinate the comprehensive and coordinated redevelopment of the center city area as the economic, cultural and governmental heart of the city and county. In formulating and implementing plans the commission will consult with public agencies and private interests within the center city area, and will integrate the economic, physical and environmental needs of business and residential districts within the center city area. The commission shall act as the district management corporation for District No. II and as mall management agency for District No. I so long as such district shall exist. The commission shall act as a vacant property review

commission for the center city area pursuant to T.C.A. § 13-21-201 et seq. The commission shall perform such other duties and functions as shall be delegated to it from time to time.

(Code 1985, § 7-13; Ord. No. 4468, § 1, 1-7-1997)

Sec. 2-84-4. - Appointment of commission as mall management agency and district management corporation.

The commission, as now created within this chapter, is appointed as the regulatory body for District No. I for the purpose of regulating businesses and shops, food establishments, arts and crafts, vehicular traffic, and any and all other services as may be offered on the Main Street Mall for so long as such district shall exist. The commission is appointed as the district management corporation for District No. II pursuant to T.C.A. § 7-84-519, as the same may be amended, or any successor statute thereto.

(Code 1985, § 7-14; Ord. No. 4468, § 1, 1-7-1997)

Sec. 2-84-5. - Membership; terms and compensation.

A. The center city commission shall be composed of 16 voting members.

B. Ten members shall be appointed on recommendation of the mayor of the city and the mayor of the county, with approval by the city council and the county commission, who shall hold office for a term of three calendar years and thereafter until their successors are appointed and qualified. A term shall commence on the date of approval of such appointee by both the city council and county commission. The date of approval shall be the day on which the last of the clerks of the city council and the county commission certify that their respective legislative body has approved the appointment. No members shall serve more than two consecutive three-year terms. Such members shall serve without salary. In the event of a vacancy in such appointed members, whether by reason of resignation, death or other cause, the center city commission shall recommend a successor who shall be appointed by the mayors of both the city and county, with approval of the city council and county commission, to fill such unexpired term or terms.

C. The mayor of the city or his or her designee, the mayor of the county or his or her designee, one member of the city council appointed by the chairperson thereof and one member of the county commission appointed by the chairperson thereof shall serve as ex officio members of the commission with benefit of vote. The chairperson of the city council and the chairperson of the county commission shall serve as ex officio members of the commission without vote.

D. The speakers of the Senate and the House of Representatives of Tennessee shall each appoint one member of the general assembly from their respective houses in accordance with the provision of T.C.A. § 7-84-519, as amended from time to time, to serve as ex officio members of the commission with the benefit of vote.

E. All ex officio members shall serve for the terms of their office.

F. The members of the commission shall be the board of directors of the commission in its capacity as "district management corporation" within the meaning of and for purposes of T.C.A. § 7-84-519, as same may be amended, or any successor statute thereto. The members of the commission shall be the members of the vacant property review commission created by section 2-84-9. The members of the general assembly appointed pursuant to subsection D of this section shall serve on any executive committee or management committee of the commission.

G. The chairperson of the commission shall be elected by the commission from its own membership to serve for a term of one year with the right of succession at the option of the commission. The commission shall likewise appoint a secretary who shall be a member of the commission. The commission shall have the power to appoint such other officers as determined by the commission from time to time.

(Code 1985, § 7-15; Ord. No. 4468, § 1, 1-7-1997; Ord. No. 4782, 7-25-2000; Ord. No. 4825, 11-07-2000; Ord. No. 5322, § 1, 8-4-2009)

Sec. 2-84-6. - Meetings; quorum; records.

A. The commission shall conduct regular meetings at such time and place as the commission may fix by resolution. Such meetings will be open to the public with proper public notification.

B. Special meetings may be called from time to time by the chairperson. Eight of the voting members of the commission, including the ex officio members of the commission with benefit of vote, shall constitute a quorum for the transaction of business. The commission shall cause a proper record to be kept of the proceedings. Written notice of any meeting of the commission shall be given to the members at least 24 hours prior to the date set for the meeting. In the event that all 20 voting members of the commission are present and voting on an item, the president of the commission shall cast a tie-breaking vote, if necessary.

(Code 1985, § 7-16; Ord. No. 4468, § 1, 1-7-1997; Ord. No. 4782, 7-25-2000)

State Law reference— Open meetings act, T.C.A. § 8-44-101 et seq.

Sec. 2-84-7. - Powers and functions.

A. *Powers.* The commission shall have all powers necessary and requisite to effectuate the purposes of the commission, including, but not limited to, the following:

1. To adopt bylaws for the regulation of its affairs and the conduct of its business and to prescribe rules, regulations, and policies in connection with the performance of its functions and duties;

2. To employ such persons as may be required and to fix and pay their compensation from funds available to the commission;

3. To accept, administer and comply with the conditions and requirements respecting any appropriation of funds or any gift, grant, or donation of any property or money;

4. To make and execute agreements which may be necessary or convenient to the exercise of the powers and functions of the commission, including contracts with any person firm, corporation, governmental agency or other entity;

5. To administer and manage its own funds and accounts and to pay its own obligations;

6. To serve as district management corporation for any central business improvement district to the extent so appointed pursuant to T.C.A. § 7-84-501 et seq., as same may be amended, or any statute successor thereto or similar thereto, and to exercise any and all powers and authority delegated to the commission in such capacity or otherwise inherent in such capacity;

7. To assist and act as the agent of the president in exercising the powers and functions delegated to the president pursuant to T.C.A. § 13-2-107 and this chapter;

8. To serve as the vacant property review commission for the center city area pursuant to T.C.A. § 13-21-201 et seq., as same may be amended, and to exercise any and all powers and authority delegated to the commission in such capacity or otherwise inherent in such capacity;

9. To review on behalf of the city and the County of Shelby any net earnings of Memphis Center City Revenue Finance Corporation and to contribute such net earnings to Memphis Center City Development Corporation without any further authorization of or approval by the city or County of Shelby or the council or county commission;

10. To exercise any other power delegated to the commission or to exercise any other powers necessary to carry out or incidental to the powers delegated to and the purposes of the commission specified above. Such specific powers shall not be considered as a limitation upon any power necessary or appropriate to carry out the purposes and intent of this chapter.

B. *Functions.* The functions of the commission will include advising the city council and the county commission, together with the mayors of both the city and county and all other interested public officials, as to all steps which are necessary and proper in the administration, promotion and redevelopment of the center city area, including District No. I and District No. II, and to see that all public activities in connection with the implementation of the plans for the creation of the districts are properly coordinated. In addition, the commission shall:

1. Develop and present an annual operating budget for the consideration and approval of the city and county;

2. Employ a salaried staff, including without limitation a president and chief executive officer;

3. Maintain a close liaison with all city and county divisions, including, but not limited to, public works public service, general services, police services, fire services, budget finance and administration, executive office, community development department, and the city and county office of planning and development;

4. Conduct the business necessary for the management and operation of the Main Street Mall, including, but not limited to, promotions, maintenance, security transportation and parking coordination, special events, and any other functions in connection with the operation of the mall;

5. Coordinate planning studies in the center city area;

6. Determine priorities for improvement projects within the center city area;

7. Serve as district management corporation for District No. II, including full authority to:

a. Carry out the functions and activities delegated to the commission pursuant to chapter 12-44; and

b. Make recommendation for use of special assessment revenues, administer activities, make improvements, provide services and projects in and for the district and carry out all functions and activities to the fullest extent contemplated pursuant to T.C.A. § 7-84-501 et seq., as same may be amended;

8. Develop implementation strategies for specific projects, such as, but not limited to:

a. Promenade Gateway;

b. New public/private transportation modes for the center city area;

c. New housing districts, services and amenities for the center city area;

d. New hotel/motel facilities, parking facilities and office buildings in the center city area;

e. New pedestrian systems in the center city area;

9. Prepare the feasibility and marketing data necessary for development of first priority projects;

10. Study and recommend, in concert with the financial agencies of the city and county administration, innovations in public/private financing for center city renewal and secure appropriate financial commitments from public/private sectors to implement first-priority projects;

11. Study and recommend necessary legislative authority to implement first-priority projects, such as, but not limited to:

a. Tax incentives; and

b. Revision of building and zoning codes;

12. Develop an implementation tracking system for improvements monitoring;

13. Determine the specific development plan's critical path system for first-priority projects;

14. Coordinate with private developers to expedite first-priority projects;

15. Develop an evaluation system to measure economic, social and environmental impacts and the effectiveness of completed projects;

16. Provide for an audit and annual report to the official agencies and private interests contributing to the commission.

(Code 1985, § 7-17; Ord. No. 4468, § 1, 1-7-1997)

Sec. 2-84-8. - Slum clearance and redevelopment.

A. It is found that there exists within the center city area structures which are unfit for human occupation or use due to dilapidation, defects increasing the hazards of fire, accidents or calamities, lack of ventilation, light or sanitary facilities, or due to other conditions rendering such structures unsafe or unsanitary, are dangerous or detrimental to the health, safety or morals, or otherwise inimical to the welfare of the residents of the center city area.

B. The president is designated and appointed to exercise the powers prescribed by the provisions of this section pursuant to T.C.A. § 13-21-101 et seq.

C. Whenever a petition is filed with the president by a public authority or by at least five residents of the city charging that any structure within the center city area is unfit for human occupation or use, or whenever it appears to the president (on the president's own motion) that any structure within the center city area is unfit for occupation or use, the president shall, if the president's preliminary investigation discloses a basis for such charges, issue and cause to be served upon the owner and any parties in interest of such structure a complaint stating the charges in that respect and containing a notice that a hearing will be held before the president (or the president's designated agent) at a place therein fixed, not less than ten nor more than 30 days after the serving of the complaint that:

1. The owner and parties in interest shall be given the right to file an answer to the complaint and appear in person, or otherwise, and give testimony at the place and time fixed in the complaint; and

2. The rules of evidence prevailing in courts of law or equity shall not be controlling in the hearings before the president (or his or her designee).

D. If, after such notice and hearing, the president determines that the structure under consideration is unfit for human occupation or use, the president shall state in writing the president's findings of fact in support of such determination and shall issue and cause to be served upon the owner thereof an order:

1. If the repair, alteration or improvement of the structures can be made at reasonable cost in relation to the value of the structure (50 percent of the value of such structure being found reasonable for such purpose); provided, however, if such structure is located within a local historic district designated pursuant to chapter 14-24 (100 percent of the value of such structure being found reasonable for such purpose), requiring the owner, within the time specified in the order, to repair, alter or improve such structure to render it fit for human occupation or use or to vacate and close the structure as a place of human occupation or use; or

2. If the repair, alteration or improvement of the structure cannot be made at a reasonable cost in relation to the value of the structure (50 percent of the value of the structure being considered reasonable for such purposes); provided, however, if such structure is located within a local historic district designated pursuant to chapter 14-24 (100 percent of the value of such structure being found reasonable for such purpose), requiring the owner, within the time specified in the order, to remove or demolish such structure.

E. If the owner fails to comply with an order to repair, alter or improve or to vacate and close the structure, the president may use such structure to be repaired, altered or improved, or to be vacated and closed; the president may cause to be posted on the main entrance of any structure so closed, a placard with the following words: "This building is unfit for human occupation or use. The use or occupation for human occupation or use is prohibited and unlawful."

F. If the owner fails to comply with an order to remove or demolish the structure, the president may cause such structure to be removed or demolished.

G. The amount of the cost of such repairs, alterations or improvements, or vacation and closing, or removal or demolition by the president shall be assessed against the owner of the property, and shall, upon the filing of the notice with the office of the register of deeds of Shelby County be a lien on the property in favor of the city and the commission, as agent thereof second only to liens of the state, Shelby County and city for taxes, any lien on the city for special assessments, and any valid lien, right or interest in such property duly recorded or duly perfected by filing, prior to the filing of such notice. These costs shall be collected by the tax collector of the city at the same time and in the same manner as property taxes are collected. If the owner shall fail to pay the costs, such costs may be collected at the same time and in the same manner as delinquent property taxes are collected and shall be subject to the same penalty and interest as delinquent property taxes. In addition, the city or the commission on its behalf may collect the cost assessed against the owner through an action for debt filed in any court of competent jurisdiction. The city or the commission on its behalf may bring one action for debt against more than one or all of the owners of property against whom such costs have been assessed, and the fact that multiple owners have been joined in one action shall not be considered by the court as a misjoinder parties. If the structure is removed or demolished by the president, the president shall sell the materials of such structure and shall credit the proceeds of such sale against the cost of the removal or demolition, and any balance remaining shall be deposited in the Chancery Court by the president, shall be secured in such manner as may be directed by such court and shall be distributed by such court to the persons found to be entitled thereto by a final order or decree of such court. Nothing in this section shall be construed to impair or limit in any way the power of the city or the commission define and declare nuisances and to cause the removal or abatement by summary proceedings or otherwise.

H. 1. Terms used in this section which are defined in T.C.A. § 13-21-101 are intended to have the meanings set forth in said T.C.A. § 13-21-101, as same may be amended.

2. Complaints and orders may be served in the manner set forth in T.C.A. § 13-21-104, as same may be amended.

3. In addition to other powers set forth in this section, the president is authorized to exercise such powers as may be necessary or convenient to carry out and effectuate the purposes and provisions of this section, including without limitation those powers set forth in T.C.A. § 13-21-107, as same may be amended.

(Code 1985, § 7-18; Ord. No. 4468, § 1, 1-7-1997)

Sec. 2-84-9. - Acquisition of vacant properties within center city area.

A. It is found that there exists within the center city area blighted or deteriorated properties and that there is need within the center city area for the exercise of powers functions and duties conferred by T.C.A. § 13-21-201 et seq.

B. The commission is appointed as vacant property review commission with respect to the property within the center city area, which shall certify blighted properties as blighted or deteriorated to the council or the county commission, acting singularly or jointly.

C. The commission is established and appointed as the vacant property review commission of the center city area pursuant to T.C.A. § 13-21-201 et seq., as the same may be amended and the commission shall have powers provided to make written determination of blighting and deterioration within the center city area, to certify such property o the council or the county commission, acting singularly or jointly, as blighted or deteriorated and to exercise any and all powers and authorities delegating a vacant property review commission pursuant to T.C.A. § 13-21-201 et seq.

(Code 1985, § 7-19; Ord. No. 4468, § 1, 1-7-1997)

Sec. 2-84-10. - Expenses; annual budget.

A. As the regulating body for District No. I, the commission shall receive any annual service fee which may be assessed against the property owners within such district to pay administrative operating, upkeep, and maintenance expenses of the district. As district management corporation for District No. II, the commission shall receive all funds from assessments for such district. Contributions from the general operating funds of the city and county and from other governmental and private sources shall be added to the general operating budget of the center city commission to maintain additional planning and administrative activities of the entire center city area.

B. The commission shall furnish to the city and county an annual budget, showing in detail the manner in which all of the funds received or to be received are to be expended during the ensuing year, within the time and manner as now provided by law; such budget shall contain a listing of all proposed expenditures. Funding shall be accomplished by contributions from the private business community and appropriations from both the city and county governments, as may hereinafter be mutually agreed to by the respective entities.

(Code 1985, § 7-20; Ord. No. 4468, § 1, 1-7-1997)

Sec. 2-84-11. - Annual reports.

The commission shall make to the city and county, during the month of January of each year or at such time as may be set by the commission, an annual report giving a resume of its work and duties during the preceding year; and in such report it shall make such recommendations as to future projects to be undertaking for public improvement, with reference to overall area improvements which, in its judgment, should be undertaken for the betterment of the city relating thereto.

(Code 1985, § 7-21; Ord. No. 4468, § 1, 1-7-1997)

Sec. 2-84-12. - Assistance and cooperation from city and county departments, commissions or authorities.

It shall be the duty of all city and county departments, commission and authorities to render assistance to the commission in the way of information advice and cooperation and to otherwise cooperate with the commission so that the commission may engage in the performance of its duties and functions.

(Code 1985, § 7-22; Ord. No. 4468, § 1, 1-7-1997)

Sec. 2-84-13. - Enforcement; injunction or other relief.

Enforcement of any power or authority granted the commission under this chapter or as mall management agency of District I or district management corporation of District II or any rules or regulations issued by the commission pursuant to such authority shall be delegated by the commission to any employee of the commission staff, who may obtain a summons through the city municipal court, and also to any city police officer, who may issue a summons or misdemeanor citation or effect a physical arrest for violations. In addition to the remedies provided herein, the commission may issue an order requiring any violator to cease or suspend the facility causing such violation and/or initiate court proceedings to enjoin such violation.

(Code 1985, § 7-23; Ord. No. 4468, § 1, 1-7-1997)

Sec. 2-84-14. - Transition provisions.

After the establishment of District No. II, no assessment shall be made as to District No. I except assessments to pay for improvements as provided in section 12-32-5. Upon the adoption by the commission of rules and regulations pursuant to section 12-44-7(E), chapter 12-36 is repealed. Upon the adoption by the commission of rules and regulations pursuant to section 12-44-7(G), chapter 12-48 is

repealed. The references to the central business improvement district in sections 12-40-1 through 12-40-6 shall refer to District No. I.

(Code 1985, § 7-24; Ord. No. 4468, § 1, 1-7-1997)

Item # 44 Prepared By: David H. Lillard Jr., Attorney

Commissioner FAIR Approved By: Donnie Wilson, County Attorney

RESOLUTION APPROVING LOAN OF $9.7 MILLION
TO THE PUBLIC PARKING AUTHORITY

WHEREAS, Peabody Place L.P., or an affiliate thereof (the "Developer"), shall develop certain retail space immediately east of the Peabody Hotel (the "Peabody Place Element E"); and

WHEREAS, additional public parking is necessary in connection with development of Peabody Place Element E and other downtown facilities; and

WHEREAS, pursuant to the provisions of Sections 7-65-101 through 7-65-124 of the Tennessee Code Annotated, Shelby County, Tennessee and the City of Memphis, Tennessee have hereto established a Parking Authority; and

WHEREAS, the City has appropriated $5.4 million of Capital Improvement Program ("CIP") Funds for the development of a parking garage adjacent to the Peabody Place Element E; and

WHEREAS, it is proposed that the Parking Authority develop an approximately 1,600 space parking garage (the "Parking Structure") on property generally bounded by 3rd Street on the west, Peabody Place Avenue on the south, 4th Street on the east, and Gayoso Avenue on the north (the "Project Site"); and

WHEREAS, the City of Memphis has authorized the transfer of $5.4 million in CIP Funds to Memphis Center City Development Corporation ("CCDC") for the development of the Parking Structure and other activities related to Peabody Place Element E; and

WHEREAS, it has been requested that the County loan $9.7 million to the proposed Parking Authority to finance the construction of the Parking Structure by the Parking Authority; and

WHEREAS, it is deemed to be in the best interest of Shelby County that the proposed Parking Authority develop and construct the proposed Parking Structure; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, that the loan of $9.7 million to the Parking Authority to finance the construction and equipping of the Parking Structure by the Parking Authority is hereby approved under the terms and conditions hereinafter set forth; and

BE IT FURTHER RESOLVED, that the proceeds of the loan shall be used to finance the construction of a Parking Structure by the Parking Authority on the Project Site; the Parking Authority shall divide the Parking Structure into three condominium units, to wit: (I) a condominium unit constituting approximately 600 spaces and (ii) a further condominium unit constituting approximately 16,000 square feet of retail space, which shall both be transferred in fee simple to the Developer in return for the transfer of the Project Sites for the Parking Structure by the Developer in fee simple to the Parking Authority, and (iii) a third condominium unit of approximately 1,000 spaces constituting the public parking condominium unit which shall be retained and owned by the Parking Authority; and

BE IT FURTHER RESOLVED, that said loan shall be for a term of not more than 25 years at a fixed rate of interest to be determined by the Director of Administration and Finance not to exceed the maximum rate of interest permitted by law and not less than the cost of funds to Shelby County of funding such loan and related expenses, and payments of principal and interest on the said loan shall be amortized over the term of the loan with payments due not less frequently than annually and the said loan shall be secured by an irrevocable direct pay letter of credit issued by a reputable financial institution with offices in Shelby County, which financial institutions shall be subject to approval by the Director of Administration and Finance in his sole discretion and such letter of credit shall at all times during the term of the loan remain in full force and effect as security for payment of the loan in an amount not less than the then unpaid principal balance of the loan; the Memphis Center City Revenue Finance Corporation shall pledge certain payment in lieu of taxes ("PILOT") payment extensions it will

receive in the future as collateral for the issuance of said letter of credit; and the loan shall be further secured by a deed of trust and security interest in favor of Shelby County on the public parking condominium unit of the garage structure and such deed of trust and security agreement shall be subordinated to the rights of a senior lender of the Developer; the Parking Authority shall grant to the Developer in an Operating Agreement certain rights to receive reduced rates or free parking for customers of the tenants of the Developer in accordance with such terms as may be contained in the Operating Agreement as further consideration for the Project Site; and

BE IT FURTHER RESOLVED, that the loan shall be made by Shelby County on such further terms, conditions and provisions as shall be negotiated by and between the County and the Parking Authority without the necessity of further concurrence by the County Commission, and the County Mayor is hereby authorized to execute and deliver a Loan Agreement and such other and further documents which are necessary to evidence and secure the said loan (hereinafter the "Loan Documents"); provided further that if the County shall use proceeds of tax-exempt bonds to fund such loan, the loan shall be structured in a manner that shall not jeopardize the tax-exempt status of such bonds; and

BE IT FURTHER RESOLVED, that notwithstanding approval by the County Commission of this resolution with respect to the contemplated loan transaction, the County may, at any time prior to the closing of the loan transaction and execution and delivery by the County of the Loan Documents, terminate the proposed loan for any reason that the County, without further concurrence by the County Commission, deems appropriate in its sole discretion, and the County shall have no liability to any person or entity for any such termination.

Jim Rout
County Mayor

Date 12-5-97

Attest:
Emily L. Phillips
Clerk of County Commission

ADOPTED NOVEMBER 24, 1997

Item # 40 Prepared by _____

Commissioner FAIR Approved by Thomas R. Russell

ORDINANCE NO. 187

AN ORDINANCE TO REPEAL A RESOLUTION ENTITLED "RESOLUTION ESTABLISHING A JOINT CENTER CITY COMMISSION BY AND BETWEEN THE CITY OF MEMPHIS AND COUNTY OF SHELBY AND APPROPRIATING THE SUM OF $50,000 AS THE COUNTY'S CONTRIBUTION TO THE CENTER CITY COMMISSION" AND TO ESTABLISH ARTICLE VI., CHAPTER 16, OF THE CODE OF SHELBY COUNTY, TENNESSEE

WHEREAS, By Resolution dated November 4, 1977, the Quarterly County Court of Shelby County, Tennessee enacted a Resolution entitled "Resolution Establishing a Joint Center City Commission By and Between the City of Memphis and County of Shelby and appropriating the sum of $50,000 as the County's Contribution to the Center City Commission"; and

WHEREAS, the said Center City Commission was established to assist and promote the redevelopment of downtown Memphis; and

WHEREAS, the scope of the duties performed by the Center City Commission has expanded over the years as the redevelopment of downtown Memphis continues; and

WHEREAS, the provisions governing the operation and organization of the Center City Commission need to be revised to better enable that entity to continue to assist in and promote the redevelopment of downtown Memphis; and

WHEREAS, pursuant to Section 2.06 of the Shelby County Charter, the Board of Commissioners of Shelby County is authorized to exercise its legislative authority by adoption of Ordinances; and

WHEREAS , T.C.A. Section 7-84-201 authorizes any municipality including a county as defined in T.C.A. Section 7-84-103 to create

49

a central business improvement district by Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF SHELBY COUNTY, TENNESSEE:

SECTION 1. That the Resolution adopted October 31, 1977 entitled "Resolution Establishing a Joint Center City Commission By and Between the City of Memphis and County of Shelby and Appropriating the Sum of $50,000 as the County's Contribution to the Center City Commission" and all County resolutions amendatory thereto are hereby repealed and in lieu thereof the following new Article in Chapter 16 of the Code of Shelby County, Tennessee is hereby enacted:

CHAPTER 16
JOINT CITY-COUNTY PROJECTS
ARTICLE VI. CENTER CITY COMMISSION

Sec. 16-131. Definitions.

As used in this article, the following terms shall have the following meanings:

1. *Center City Area* shall mean that area bounded generally by the Tennessee state line on the west to the Interstate 55 bridge on the south, thence east along the Interstate 55 bridge, thence south along the shore line of the Mississippi River to a line extended from the ICC Railroad tracks to the Mississippi River, thence following the railroad tracks to I-55, thence north along the center of I-55 to Crump Avenue, thence following Crump Avenue to Danny Thomas, thence along Danny Thomas to Linden Avenue, thence east along Linden Avenue to Watkins Street, thence north generally along Watkins Street to Poplar Avenue, thence generally west along Poplar Avenue to Danny Thomas, thence north along Danny Thomas to the Wolf River, thence along the Wolf River to the point where it

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turns south, thence along the centerline of the Wolf River Riverfront Channel and following such line to the Tennessee state line.

2. *Commission* shall mean the Center City Commission as hereinafter established.

3. *Council* shall mean the City Council of the City of Memphis.

4. *County Commission* shall mean the Shelby County Board of Commissioners.

5. *District No. I* shall mean the Central Business Improvement District created by Article III of Chapter 7 of the City of Memphis Code of Ordinances.

6. *District No. II* shall mean Central Business Improvement District No. II created by Article V of Chapter 7 of the City of Memphis Code of Ordinances.

7. *Mall or common mall* shall mean the Main Street Mall.

8. *President* shall mean the person acting from time to time as the President and Chief Executive Officer of the Commission.

Sec. 16-132. Created; established.

There is hereby created and established a Center City Commission in and for the City and the County to be known as the Memphis Center City Commission.

Sec. 16-133. Purpose.

The Commission shall represent an official partnership between City and County government and the private business community. The Commission shall manage and coordinate the comprehensive and

coordinated redevelopment of the Center City Area as the economic, cultural and governmental heart of the City and County. In formulating and implementing plans the Commission will consult with public agencies and private interests within the Center City Area, and will integrate the economic, physical and environmental needs of business and residential districts within the Center City Area. The Commission shall act as the district management corporation for District No. II and as mall management agency for District No. I so long as such District shall exist. The Commission shall act as a vacant property review commission for the Center City Area pursuant to Tennessee Code Annotated Section 13-21-201 et seq. The Commission shall perform such other duties and functions as shall be delegated to it from time to time.

Sec. 16-134. Appointment of Commission as mall management agency and district management corporation.

The Commission, as now created within this Article, is hereby appointed as the regulatory body for District No. I for the purpose of regulating businesses, shops, food establishments, arts and crafts, vehicular traffic, and any and all other services as may be offered on the Main Street Mall for so long as such District shall exist. The Commission is hereby appointed as the district management corporation for District No. II pursuant to Tennessee Code Annotated § 7-84-519 as the same may be amended or any successor statute thereto.

Sec. 16-135. Membership; terms, compensation.

(a) The Center City Commission shall be composed of thirteen (13) voting members.

(b) Seven (7) members shall be appointed on recommendation of

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the Mayor of the City and the Mayor of the County, with approval by the City Council and the County Commission, who shall hold office for a term of three (3) calendar years and thereafter until their successors are appointed and qualified. No members shall serve more than two (2) consecutive three (3) year terms. Such members shall serve without salary. In the event of a vacancy in such appointed members, whether by reason of resignation, death or other cause, the Center City Commission shall recommend a successor who shall be appointed by the Mayors of both the City and County, with approval of the City Council and County Commission, to fill such unexpired term or terms.

(c) The Mayor of the City or his designee, the Mayor of the County or his designee, a member of the City Council appointed by the Chairman thereof, and a member of the County Commission appointed by the Chairman thereof shall serve as ex-officio members of the Commission with benefit of vote. The Chairman of the City Council and the Chairman of the County Commission shall serve as ex-officio members of the Commission without vote.

(d) The speakers of the Senate and the House of Representatives of Tennessee shall each appoint one (1) member of the General Assembly from their respective house in accordance with the provision of Tennessee Code Annotated § 7-84-519, as amended from time to time, to serve as ex-officio members of the Commission with the benefit of vote.

(e) All ex-officio members shall serve for the terms of their office.

(f) The members of the Commission shall be the Board of Directors of the Commission in its capacity as "district management corporation" within the meaning of and for purposes of Tennessee

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Code Annotated § 7-84-519, as same may be amended, or any successor statute thereto. The members of the Commission shall be the members of the vacant property review commission created by Section 16-139 of Article VI. The members of the General Assembly appointed pursuant to subsection (d) above, shall serve on any executive committee or management committee of the Commission.

(g) The Chairman of the Commission shall be elected by the Commission from its own membership to serve for a term of one year with the right of succession at the option of the Commission. The Commission shall likewise appoint a secretary who shall be a member of the Commission. The Commission shall have the power to appoint such other officers as determined by the Commission from time to time.

Sec. 16-136. Meetings; quorum; records.

(a) The Commission shall conduct regular meetings at such time and place as the Commission may fix by resolution. Such meetings will be open to the public with proper public notification.

(b) Special meetings may be called from time to time by the Chairman. Five (5) of the voting members of the Commission, including the ex-officio members of the Commission with benefit of vote, shall constitute a quorum for the transaction of business. The Commission shall cause a proper record to be kept of the proceedings. Written notice of any meeting of the Commission shall be given to the members at least twenty-four (24) hours prior to the date set for the meeting.

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Sec. 16-137. Powers and functions.

(a) *Powers.* The Commission shall have all powers necessary and requisite to effectuate the purposes of the Commission, including, but not limited to, the following:

(1) To adopt bylaws for the regulation of its affairs and the conduct of its business and to prescribe rules, regulations, and policies in connection with the performance of its functions and duties.

(2) To employ such persons as may be required and to fix and pay their compensation from funds available to the Commission.

(3) To accept, administer and comply with the conditions and requirements respecting any appropriation of funds or any gift, grant, or donation of any property or money.

(4) To make and execute agreements which may be necessary or convenient to the exercise of the powers and functions of the Commission, including contracts with any person, firm, corporation, governmental agency or other entity.

(5) To administer and manage its own funds and accounts and to pay its own obligations.

(6) To serve as district management corporation for any Central Business Improvement District to the extent so appointed pursuant to Tennessee Code Annotated §§ 7-84-501 et seq., as same may be amended, or any statute successor thereto or similar thereto, and to exercise any and all powers and authority delegated to the Commission in such capacity or otherwise inherent in such capacity.

(7) To assist and act as the agent of the President in exercising the powers and functions delegated to the

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President pursuant to Tennessee Code Annotated §13-2-107 and this Article VI.

(8) To serve as the vacant property review commission for the Center City Area pursuant to Tennessee Code Annotated § 13-21-201 et seq., as same may be amended, and to exercise any and all powers and authority delegated to the Commission in such capacity or otherwise inherent in such capacity.

(9) To review on behalf of the City of Memphis and the County of Shelby any net earnings of Memphis Center City Revenue Finance Corporation and to contribute such net earnings to Memphis Center City Development Corporation without any further authorization of or approval by the City of Memphis or County of Shelby or the Council or County Commission.

(10) To exercise any other power delegated to the Commission or to exercise any other powers necessary to carry out or incidental to the powers delegated to and the purposes of the Commission specified above. Such specific powers shall not be considered as a limitation upon any power necessary or appropriate to carry out the purposes and intent of this Article.

(b) *Functions*. The functions of the Commission will include advising the City Council and the County Commission, together with the Mayors of both the City and County and all other interested public officials, as to all steps which are necessary and proper in the administration, promotion and redevelopment of the Center City Area, including District No. I and District No. II, and to see that all public activities in connection with the implementation of the

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plans for the creation of the Districts are properly coordinated. In addition, the Commission shall:

(1) Develop and present an annual operating budget for the consideration and approval of the City and County.

(2) Employ a salaried staff, including without limitation a President and Chief Executive Officer.

(3) Maintain a close liaison with all City and County divisions, including, but not limited to, Public Works, Public Service, General Services, Police Services, Fire Services, Budget, Finance and Administration, Executive Office, Community Development Department, and the City and County Office of Planning and Development.

(4) Conduct the business necessary for the management and operation of the Main Street Mall, including, but not limited to, promotions, maintenance, security, transportation and parking coordination, special events, and any other functions in connection with the operation of the mall.

(5) Coordinate planning studies in the Center City Area.

(6) Determine priorities for improvement projects within the Center City Area.

(7) Serve as district management corporation for District No. II, including full authority to:

a. Carry out the functions and activities delegated to the Commission pursuant to Article V. of Chapter 7 of the City of Memphis Code of Ordinances, and

b. Make recommendations for use of special assessment revenues, administer activities, make improvements, provide services and projects in and for the District and

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carry out all functions and activities to the fullest extent contemplated pursuant to Tennessee Code Annotated Sections 7-84-501 et. seq., as same may be amended.

(8) Develop implementation strategies for specific projects, such as, but not limited to:

a. Promenade Gateway;

b. New public/private transportation modes for the Center City Area;

c. New housing districts, services and amenities for the Center City Area;

d. New hotel/motel facilities, parking facilities and office buildings in the Center City Area;

e. New pedestrian systems in the Center City Area.

(9) Prepare the feasibility and marketing data necessary for development of first-priority projects.

(10) Study and recommend, in concert with the financial agencies of the City and County Administrations, innovations in public/private financing for center city renewal and secure appropriate financial commitments from public/private sectors to implement first-priority projects.

(11) Study and recommend necessary legislative authority to implement first-priority projects, such as, but not limited to:

a. Tax incentives; and

b. Revision of building and zoning codes.

(12) Develop an implementation tracking system for improvements monitoring.

(13) Determine the specific development plan's critical path system for first-priority projects.

(14) Coordinate with private developers to expedite first-

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priority projects.

(15) Develop an evaluation system to measure economic, social and environmental impacts and the effectiveness of completed projects.

(16) Provide for an audit and annual report to the official agencies and private interests contributing to the Commission.

Sec. 16-138. Slum Clearance and Redevelopment.

1. It is hereby found that there exists within the Center City Area structures which are unfit for human occupation or use due to dilapidation, defects increasing the hazards of fire, accidents or calamities, lack of ventilation, light or sanitary facilities, or due to other conditions rendering such structures unsafe or unsanitary, are dangerous or detrimental to the health, safety or morals, or otherwise inimical to the welfare of the residents of the Center City Area.

2. The President is hereby designated and appointed to exercise the powers prescribed by the provisions of this Section 16-138 pursuant to Tennessee Code Annotated §13-21-101 et seq.

3. Whenever a petition is filed with the President by a public authority or by at least five residents of the City of Memphis charging that any structure within the Center City Area is unfit for human occupation or use, or whenever it appears to the President (on the President's own motion) that any structure within the Center City Area is unfit for occupation or use, the President shall, if the President's preliminary investigation discloses a basis for such charges, issue and cause to be served upon the owner and any parties in interest of such structure a complaint stating the charges in that respect and containing a notice that a hearing

49

will be held before the President (or the President's designated agent) at a place therein fixed, not less than ten (10) nor more than thirty (30) days after the serving of the complaint, that:

(A) The owner and parties in interest shall be given the right to file an answer to the complaint and appear in person, or otherwise, and give testimony at the place and time fixed in the complaint; and

(B) The rules of evidence prevailing in courts of law or equity shall not be controlling in the hearings before the President (or his designee).

4. If, after such notice and hearing, the President determines that the structure under consideration is unfit for human occupation or use, the President shall state in writing the President's findings of fact in support of such determination and shall issue and cause to be served upon the owner thereof an order:

(A) If the repair, alteration or improvement of the structures can be made at reasonable cost in relation to the value of the structure (50% of the value of such structure being found reasonable for such purpose; provided, however, if such structure is located within a Local Historic District Designated pursuant to § 26-66 et seq. of the Code of Ordinances of the City of Memphis, 100% of the value of such structure being found reasonable for such purpose), requiring the owner, within the time specified in the order, to repair, alter or improve such structure to render it fit for human occupation or use or to vacate and close the structure as a place of human occupation or use; or

(B) If the repair, alteration or improvement of the structure

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cannot be made at a reasonable cost in relation to the value of the structure (50% of the value of the structure being considered reasonable for such purposes; provided, however, if such structure is located within a Local Historic District designated pursuant to § 26-66 et seq. of the Code of Ordinances of the City of Memphis, 100% of the value of such structure being found reasonable for such purpose), requiring the owner, within the time specified in the order, to remove or demolish such structure.

5. If the owner fails to comply with an order to repair, alter or improve or to vacate and close the structure, the President may cause such structure to be repaired, altered or improved, or to be vacated and closed; the President may cause to be posted on the main entrance of any structure so closed, a placard with the following words: "This building is unfit for human occupation or use. The use or occupation for human occupation or use is prohibited and unlawful."

6. If the owner fails to comply with an order to remove or demolish the structure, the President may cause such structure to be removed or demolished.

7. The amount of the cost of such repairs, alterations or improvements, or vacating and closing, or removal or demolition by the President shall be assessed against the owner of the property, and shall, upon the filing of the notice with the office of the register of deeds of Shelby County, be a lien on the property in favor of the City of Memphis and the Commission, as agent thereof, second only to liens of the State, Shelby County and City of Memphis for taxes, any lien of the City of Memphis for special

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assessments, and any valid lien, right or interest in such property duly recorded or duly perfected by filing, prior to the filing of such notice. These costs shall be collected by the tax collector of the City of Memphis at the same time and in the same manner as property taxes are collected. If the owner shall fail to pay the costs, such costs may be collected at the same time and in the same manner as delinquent property taxes are collected and shall be subject to the same penalty and interest as delinquent property taxes. In addition, the City of Memphis or the Commission on its behalf may collect the cost assessed against the owner through an action for debt filed in any court of competent jurisdiction. The City of Memphis or the Commission on its behalf may bring one action for debt against more than one or all of the owners of property against whom said costs have been assessed, and the fact that multiple owners have been joined in one action shall not be considered by the court as a misjoinder parties. If the structure is removed or demolished by the President, the President shall sell the materials of such structure and shall credit the proceeds of such sale against the cost of the removal or demolition, and any balance remaining shall be deposited in the Chancery Court by the President, shall be secured in such manner as may be directed by such court, and shall be distributed by such court to the persons found to be entitled thereto by a final order or decree of such court. Nothing in this Section shall be construed to impair or limit in any way the power of the City of Memphis or the Commission to define and declare nuisances and to cause the removal or abatement by summary proceedings or otherwise.

8. (A) Terms used in this Section 16-138 which are defined in Tennessee Code Annotated § 13-21-101 are intended to

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have the meanings set forth in said §13-21-101, as same may be amended.

(B) Complaints and orders may be served in the manner set forth in Tennessee Code Annotated § 13-21-104, as same may be amended.

(C) In addition to other powers set forth in this Section 16-138, the President is authorized to exercise such powers as may be necessary or convenient to carry out and effectuate the purposes and provisions of this Section 16-138, including without limitation those powers set forth in Tennessee Code Annotated § 13-21-107, as same may be amended.

Sec. 16-139. Acquisition of vacant properties within Center City Area.

1. It is hereby found that there exists within the Center City Area blighted or deteriorated properties, and that there is need within the Center City Area for the exercise of powers, functions and duties conferred by Tennessee Code Annotated § 13-21-201 et seq.

2. The Commission is hereby appointed as vacant property review commission with respect to the property within the Center City Area, which shall certify blighted properties as blighted or deteriorated to the Council or the County Commission, acting singularly or jointly.

3. The Commission is hereby established and appointed as the vacant property review commission for the Center City Area pursuant to Tennessee Code Annotated § 13-21-201 et seq., as the same may be amended, and the Commission shall have powers provided

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thereunder to make written determination of blighting and deterioration within the Center City Area, to certify such property to the Council or the County Commission, acting singularly or jointly, as blighted or deteriorated, and to exercise any and all powers and authorities delegated to a vacant property review commission pursuant to Tennessee Code Annotated § 13-21-201 et seq.

Sec. 16-140. Expenses; annual budget.

(a) As the regulating body for District No. I, the Commission shall receive any annual service fee which may be assessed against the property owners within such District to pay administrative, operating, upkeep, and maintenance expenses of the District. As district management corporation for District No. II, the Commission shall receive all funds from assessments for such District. Contributions from the general operating funds of the City and County and from other governmental and private sources shall be added to the general operating budget of the Center City Commission to maintain additional planning and administrative activities of the entire Center City Area.

(b) The Commission shall furnish to the City and County an annual budget, showing in detail the manner in which all of the funds received or to be received are to be expended during the ensuing year, within the time and manner as now provided by law; such budget shall contain a listing of all proposed expenditures. Funding shall be accomplished by contributions from the private business community and appropriations from both the City and County governments, as may hereinafter be mutually agreed to by the respective entities.

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Sec. 16-141. Annual reports.

The Commission shall make to the City and County, during the month of January of each year or at such time as may be set by the Commission, an annual report giving a resume of its work and duties during the preceding year; and in such report it shall make such recommendations as to future projects to be undertaking for public improvement, with reference to overall area improvements which, in its judgment, should be undertaken for the betterment of the City relating thereto.

Sec. 16-142. Assistance, cooperation from City and County Departments, Commissions or Authorities.

It shall be the duty of all City and County Departments, Commissions and Authorities to render assistance to the Commission in the way of information, advice and cooperation and to otherwise cooperate with the Commission so that the Commission may benefit in the performance of its duties and functions.

Sec. 16-143. Enforcement; Injunction or Other Relief.

Enforcement of any power or authority granted the Commission under this Article or as mall management agency of District I or district management corporation of District II or any rules or regulations issued by the Commission pursuant to such authority shall be delegated by the Commission to any employee of the Commission staff, who may obtain a summons through the City municipal court, and also to any City police officer, who may issue a summons or misdemeanor citation or effect a physical arrest for violations. In addition to the remedies provided herein, the Commission may issue an order requiring any violator to cease or suspend the facility causing such violation and/or initiate court proceedings to enjoin such violation.

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Sec. 16-144. Transition Provisions.

All references herebelow to variously numbered "Article(s)" or "Section(s)" refer to Articles and Sections in the Code of Ordinances of the City of Memphis:

After the establishment of District No. II, no assessment shall be made as to District No. I except assessments to pay for improvements as provided in Section 7-40 of Article III. Upon the adoption of the Commission of rules and regulations pursuant to Section 7-92(5) of Article V, Sections 7-51 through 7-60 of Article III are hereby repealed. Upon the adoptions by the Commission of rules and regulations pursuant to 7-92(7) of Article V, Sections 7-76 through 7-85 of Article IV are hereby repealed. The references to Central Business Improvement District in Sections 7-62 through 7-67 of Article III shall refer to District No. I.

SECTION 2. BE IT FURTHER ORDAINED, that this Ordinance shall take effect 15 days after the date of its final passage, the public welfare requiring it.

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Mark Norris
Chairman of County Commission

Jim Rout
Jim Rout
County Mayor

Date: 4-11-97

ATTEST:

Shirley L. Phillips
Clerk of County Commission

First Reading: March 10, 1997

Second Reading: March 24, 1997

Adopted
Third Reading: APRIL 7, 1997

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0727-96

Item # 18 Prepared by

Commissioner FAIR Approved by Robert B Rolen

RESOLUTION TO APPROVE THE AMENDMENT OF THE CHARTER AND OF THE BY-LAWS OF THE MEMPHIS CENTER CITY REVENUE FINANCE CORPORATION

WHEREAS, the Memphis Center City Revenue Finance Corporation, hereafter the "Corporation", was chartered under Title 6, Chapter 28 of the Tennessee Code Annotated for purpose of maintaining and increasing employment opportunities by promoting industry, trade, commerce, tourism and recreation by inducing manufacturing, industrial, governmental, and other enterprises to locate in and remain in the City of Memphis; and

WHEREAS, the President of the said Corporation proposed certain amendments to the Charter and By-Laws of the Corporation to better facilitate the operation of the Corporation; and

WHEREAS, the Board of Directors of the Corporation, after reviewing the proposed amendments did adopt and approve the Articles of Amendment to the Charter of the Memphis Center City Revenue Finance Corporation and the Amended and Restated By-Laws of the Memphis Center City Revenue Finance Corporation, copies of which are attached hereto as Exhibit A and Exhibit B respectively, and the same being incorporated herein by reference; and

WHEREAS, the referenced approval of the amendment to the Charter of the Memphis Center City Revenue Finance Corporation and the approval of the Amended and Restated By-Laws of the said Corporation are subject to the approval of the City Council of Memphis and the Board of Commissioners of Shelby County.

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To Tamara	From Caroline	
Co./Dept.	Co.	
Phone # 523-7887	Phone # 545-4306	
Fax # 523-7849	Fax # 5121	

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, that:

SECTION 1. The Articles of Amendment to the Charter of Memphis Center City Revenue Finance Corporation and the Amended and restated By-Laws of Memphis Center City Revenue Finance Corporation, incorporated herein by reference, are hereby approved.

Jim Rout
County Mayor

Date: 3-21-97

ATTEST:

Emily R. Phillips
Clerk of County Commission

Adopted MARCH 10, 1997

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181

EXHIBIT A

ARTICLES OF AMENDMENT TO THE CHARTER OF MEMPHIS CENTER CITY REVENUE FINANCE CORPORATION

PURSUANT to the provision of Tennessee Code Annotated Section 7-53-204, the undersigned corporation adopts the following Articles of Amendment to its Charter:

1. The principal office of the Corporation in the State of Tennessee is Suite 680, 22 North Front Street, Memphis, Tennessee 38103.

2. Section 5 is hereby deleted and the following is substituted in its place:

> 5. The Corporation shall have the power to make all rules and regulation not inconsistent with this Charter or the provision of the Act which the Board of Directors shall deem expedient for the management of the Corporation's affairs. Without limitation of any other powers of this Corporation, this Corporation shall have the power to donate and convey any of its assets or properties from time to time to Memphis Center City Development, a Tennessee non-profit corporation, the residuary assets of which shall upon dissolution thereof be turned over to the City of Memphis and County of Shelby.

3. Section 6 of the Charter is hereby deleted and the following is substituted in its place:

> 6. The acquisition of real property by this Corporation shall be limited to property lying within the following area:
>
> That area bounded generally by the Tennessee state line on the west, on the south by South Parkway, on the east by East Parkway, then generally west along North Parkway to Danny Thomas, thence north along Danny Thomas to the Wolf River, then along the Wolf River to the point where it turns south, then along the centerline of the Wolf River Riverfront Channel and following such line to the Tennessee state line, plus all of the property bounded on the west by East Parkway, on the north by Central Avenue, on the east by Hollywood and on the south by Southern Avenue.

4. Section 7 of the Charter is amended by adding the following:

> Such payments in lieu of taxes shall be in addition to rent or other payments to

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the Corporation provided for from time to time in lease agreements with respect to its properties, such rent and other payments to be used as determined from time to time by the Board of Directors of the Corporation.

This Amendment was duly adopted at a meeting of the Board of Directors on August 20, 1996 and approved by the City Council of the City of Memphis and the Shelby County Commission on _____, 1996 and _____, 1996 respectively. This Amendment shall be effective when these articles are filed by the Secretary of State.

DATED: _____

MEMPHIS CENTER CITY REVENUE FINANCE CORPORATION

By: _____

Its: _____

jbm\docs\ccrfc\artiamdt.Ccr

EXHIBIT B

(18)

AMENDED AND RESTATED

BY-LAWS

OF

MEMPHIS CENTER CITY REVENUE FINANCE CORPORATION

ARTICLE I

OFFICE LOCATION

The principal offices of the Corporation shall be at the Center City Commission offices, or as otherwise designated by the Board of Directors. Meetings of the Board of Directors for the transaction of business, except such as are required by law to be transacted at the principal offices, may be held elsewhere within the State of Tennessee. All books, journals and records of the Corporation shall be kept at the principal offices of the Corporation and at such other locations as may be designated by the Board of Directors.

ARTICLE II

BOARD OF DIRECTORS

Section 1. The Board of Directors shall consist of nine (9) members in which all powers of the Corporation are vested. All Directors shall be duly qualified electors of and taxpayers in Shelby County, Tennessee. The Directors shall serve as such without compensation except that they shall be reimbursed for their actual expenses incurred in and about the performance of their duties. No Director shall be an officer or employee of the City of Memphis or Shelby County, Tennessee.

Section 2. The Directors shall be nominated by the Mayor of Shelby County and the Mayor of the City of Memphis. The Mayor of Shelby County shall nominate four (4) Directors to the first Board of Directors; the Mayor of the City of Memphis shall nominate four (4) Directors to the first Board of Directors; and the two Mayors shall jointly nominate one (1) Director. The nominees for the first Board of Directors will be arranged in the following categories: Category A, two (2) years; Category B, four (4) years; Category C, six (6) years. The Mayor of Shelby County will nominate two (2) from Category A, one (1) from Category B, and one (1) from Category C. The Mayor of the City of Memphis will nominate one (1) from Category A, two (2) from Category B, and one (1) from Category C. The Mayor of Shelby County and the Mayor of the City of Memphis will jointly nominate one (1) from Category C.

Section 3. The term of any Director begins when both the Shelby County Board of Commissioners and the Memphis City Council vote to elect such nominee. This date will be computed from the last date that either the Shelby County Board of Commissioners or the Memphis City Council vote for approval. The term of each Director shall run on a calendar

(B)

year basis and, after the initial terms, shall be for six (6) years, and thereafter until a successor is duly elected and qualified. When the terms of office for each of the three groups of Directors expires and three Directors must be elected, the Mayor of Shelby County shall nominate one replacement Director, the Mayor of the City of Memphis shall nominate one replacement Director, and the two Mayors shall jointly nominate one replacement Director.

Section 4. The Directors shall be elected by both the Memphis City Council and the Shelby County Board of Commissioners and they shall be so elected that they shall hold office as set out in Title VII, Chapter 53, Industrial Development Corporations, being Section 7-53-101 through Section 7-53-311, inclusive, of Tennessee Code Annotated, as amended from time to time (the "Act").

Section 5. Should any office of directorship become vacant, the Mayor of the City of Memphis or the Mayor of Shelby County who nominated the Director whose position is vacant shall nominate a successor or, if the Director whose position is vacated was nominated by both the Mayor of the City of Memphis and the Mayor of Shelby County, both Mayors shall jointly nominate a successor and, in either case, the Memphis City Council and the Shelby County Board of Commissioners shall elect a successor at their next regular meeting, and such election shall be for the unexpired term of said office. An office of directorship shall be considered vacant if the Director dies or resigns and may be declared vacant by the Chairman if the Director misses three (3) consecutive meetings.

Section 6. The existence of one or more vacancies in the membership of the Board of Directors, or any delay in the election of a replacement Director or in the election of a successor for any one or more Directors whose term has expired, shall not affect the due organization or existence of the Corporation or invalidate any action of the Corporation or its Board of Directors; and the Directors remaining in office shall, pending election of any such replacement or successor Director or Directors, be the duly constituted Board of Directors of the Corporation.

Section 7. Any or all Directors may participate in either a regular or special meeting by, or conduct a meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during such meeting, a director participating in a meeting by this means is deemed to be present in person at the meeting.

ARTICLE III

OFFICERS OF THE BOARD

Section 1. The Officers of the Board of Directors shall consist of a Chairman, a Vice Chairman, a Secretary and a Treasurer, a President and Chief Executive Officer and may include an Assistant Secretary or such other officers designated by the Board of Directors.

18j

Section 2. The officers shall be elected at each annual meeting of the Board of Directors and shall hold office for a term until the next annual meeting of the Board of Directors and thereafter until their respective successors have been duly elected and qualified. If the annual meeting of the Board of Directors is not held at the time specified in these Bylaws, or if any officer is not elected at an annual meeting, such failure shall not affect the due organization and existence of the Corporation or the validity of any action of the Corporation or the Board of Directors, but the person or persons holding the office of the officer or officers not so elected shall hold over until their successors are elected.

Section 3. The Chairman shall preside at all meetings of the Board of Directors of the Corporation. At each meeting, the Chairman shall submit such recommendations and information as he may consider proper concerning the business affairs and policies of the Board.

Section 4. The Vice Chairman shall perform the duties of the Chairman in the absence or incapacity of the Chairman; and in the case of the resignation, removal or death of the Chairman, the Vice Chairman shall perform such duties as are imposed on the Chairman until such time as a new Chairman shall be selected.

Section 5. The President shall be the Chief Executive Officer of the Corporation and shall be charged with the active management and administration of the affairs of the Corporation. The President shall have the power to make all contracts in the conduct of the regular and ordinary business of the Corporation and may appoint and discharge agents and employees of the Corporation and fix their compensation, subject to the general supervision of the Chairman of the Board and the Board of Directors. The President shall do and perform such other duties as from time to time may be assigned to him by the Board of Directors. The President need not be a director.

Section 6. The Secretary, with such assistance as he or she may deem proper, shall keep the records of the Board, shall act as Secretary of the meetings of the Board of Directors of the Corporation and record all votes, shall keep a record of the proceedings of the Board of Directors of the Corporation in a journal of proceedings to be kept for such purposes, and shall perform all duties incidental to his office. The Board shall have a seal, as provided in the Act, which shall bear the name of the Board and be round. The Secretary shall keep the seal of the Board in safe custody and the Secretary, the Treasurer, or any other officer shall have power to affix such seal to all contracts and instruments authorized to be executed by the Board. Failure to affix the seal, or any irregularity in the affixing of seal, shall not affect the validity of any instrument or other document.

Section 7. The Treasurer shall have the care and custody of all funds of the Corporation and shall deposit the same in the name of the Corporation in such bank or banks as the Board of Directors of the Corporation may select. The Treasurer shall sign all orders and checks for the payment of money and shall pay out and disburse such moneys under the direction of the Board of Directors of the Corporation. Except as otherwise authorized by

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resolution of the Board of Directors of the Corporation, all such orders and checks shall be countersigned by the Chairman or the President or any other person designated by the Board of Directors. The Treasurer shall keep regular books of accounts showing receipts and expenditures and shall render to the Board of Directors of the Corporation quarterly an account of his or her transactions and also of the financial condition of the Board. The Treasurer shall give such bond for the faithful performance of his or her duties as the Board of Directors of the Corporation may designate.

Section 8. The Assistant Secretary, if any, may perform any of the functions of the Secretary in the absence or incapacity of the Secretary; and in the case of the resignation, removal or death of the Secretary, the Assistant Secretary shall perform such duties as are imposed upon the Secretary until such time as a new Secretary is elected. The Assistant Secretary need not be a Director.

Section 9. Any person may hold more than one office except that the offices of President and Secretary may not be combined and occupied by the same person.

Section 10. This Corporation shall have such other officers as shall be designated from time to time by the Board of Directors. Such other officers need not be Directors.

Section 11. The officers of this Corporation shall perform such other duties and functions as may from time to time be required by the Board of Directors of the Corporation or bylaws or rules and regulations of the Board.

Section 12. Any officer may resign by written notice to the Board of Directors. Any officer may be removed by majority vote of all Directors then in office. Any vacancy in any office shall be filled by the Board of Directors. The existence of any such vacancy or any delay in filling such vacancy shall not affect the due organization or existence of the Corporation or the validity of any action of the Corporation or the Board of Directors.

Section 13. The Board may, from time to time, employ a President or other personnel as it deems necessary to exercise its powers, duties, and functions as prescribed by the Act and all other laws of the State of Tennessee applicable thereto. The selection and compensation of such personnel shall be determined by the Board of Directors of the Corporation, subject to the laws of the State of Tennessee.

ARTICLE IV

MEETINGS

Section 1. The place, date, and time of the holding of regular meetings of the Board shall be set by the Board and may be changed from time to time, by resolution, without a requirement of an amendment to these Bylaws and without any requirement of further notice

18)

to the Directors. The regular meeting in November or December of each year shall constitute the annual meeting of the Board of Directors.

Section 2. Special meetings of the Board of Directors may be called by the Chairman or any two Directors, by giving at least five (5) days written notice to each Director. Notice shall be deemed given when delivered to a Director by hand or by facsimile or similar means of transmission or when deposited in the United States mail, postage prepaid, addressed to a Director at his address of record as maintained by the Secretary of the Corporation.

Section 3. It shall be the policy of this Corporation to comply with all laws relating to meetings of public bodies, to the extent applicable, including requirements of public notice. Regular or special meetings (other than special meetings called by Board members other than the Chairman) may be canceled by the Chairman, without the necessity for public notice of such cancellation, if the Chairman shall determine that there is no business to come before such meeting.

Section 4. The powers of the Corporation shall be vested in the Directors thereof in office from time to time. A majority of the Directors then in office shall constitute a quorum for the purpose of conducting its business and exercising its powers and for all other purposes, but a smaller number may adjourn from time to time until a quorum is obtained. The affirmative vote of a majority of Directors present is the act of the Board unless the Charter or these Bylaws or law requires the vote of a greater number of Directors. When a quorum is in attendance, but one or more of the Directors present is forced to recuse himself or herself on account of a potential conflict of interest and fewer than a quorum of Directors actually vote on a matter, action may be taken by the Board upon an affirmative vote of a majority of the directors voting, provided that such action, to be effective, must be approved by resolution of City Council and County Commission if such action was taken with three (3) or fewer Directors actually voting, or by the Mayors of the City of Memphis and County of Shelby if such action was taken with four (4) Directors actually voting.

Section 5. All resolutions shall be in writing and shall be copied in a journal of the proceedings of the Board of Directors of the Corporation.

Section 6. Every required notice to Directors of a meeting of the Board of Directors shall state the time and place but need not state the purpose of the meeting. A Director may waive any such notice either before or after the meeting in writing and signed by the Director, which waiver shall be filed with the minutes or other corporate records. A Director may also waive such notice by attendance at or participation in a meeting unless the Director at the beginning of the meeting, or promptly upon his or her arrival, objects to the holding of the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting. Notice of an adjourned meeting need not be given if the time and place to which the meeting is adjourned is fixed at the meeting at which the adjournment is taken, and if the period of adjournment does not exceed one month in any one adjournment.

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Section 7. The Chairman shall have the power to appoint such committees as he, in his discretion, may deem advisable; said committees shall have the power to recommend a course of conduct to the Board, but shall have no extraordinary powers to act.

Section 8. Subject to compliance with applicable laws relating to meetings of public bodies, any or all Directors may participate in either a regular or special meeting by, or conduct a meeting through the use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting; a Director participating in a meeting by this means is deemed to be present in person at the meeting.

ARTICLE V

ADOPTION AND AMENDMENT

The Bylaws of this Corporation shall be promulgated and established by the Board of Directors. The Bylaws may be amended only with the approval of at least a majority of the Directors of the Corporation then in office at an annual or other regular meeting or at a special meeting duly called for that purpose.

Revised and Adopted: August 20, 1996.

_____
SECRETARY

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FILED

SECRETARY OF STATE

STATE OF TENNESSEE
CHARTER OF INCORPORATION
MEMPHIS CENTER CITY REVENUE FINANCE CORPORATION

BE IT KNOWN that Samuel B. Hollis, W. D. Galbreath and Charles A. Scruggs, all of Memphis, Shelby County, Tennessee, each of them being an elector and taxpayer in said City and County, are hereby constituted a Body Politic and Corporate by the name and style of

MEMPHIS CENTER CITY REVENUE FINANCE CORPORATION

permission to organize said Corporation having been granted by resolution adopted by the Council of the City of Memphis and the County Court of Shelby County, Tennessee, on the 27th day of September, 1977 and the 27th day of September, 1977 respectively.

The location of the principal office of the Corporation will be 18th Floor, Exchange Building, Memphis, Tennessee.

1. The purposes for which the Corporation is organized are those specified in Title VI, Chapter 28, Industrial Development Corporations, being Sections 6-2801 through 6-2821, inclusive, of Tennessee Code Annotated, as amended from time to time (herein the "Act"), and in connection therewith to acquire, own, lease and dispose of properties in order to maintain and increase employment opportunities by promoting industry, trade, commerce, tourism and recreation by inducing manufacturing, industrial, governmental, educational, financial, service, commercial and recreational enterprises to locate in and remain in said County and to further the use of its agricultural products and natural resources, and to promote the control and elimination of all types of pollution which may result from the existence, development or expansion of commerce and industry within the state.

2. The Corporation shall be managed by a Board of not less than nine (9) Directors.

3. The Corporation shall have perpetual existence.

4. The Corporation shall have all of the powers of an Industrial Development Corporation as set forth in the Act and shall have all powers incidental to or necessary for the performance of those purposes enumerated herein and in the Act and in addition those specific powers enumerated below.

5. The Corporation shall have the power to make all rules and regulations not inconsistent with this Charter or the provisions of the Act which the Board of Directors deems expedient for the management of the Corporation's affairs. The By-Laws of the Corporation and the amendments thereto shall not become effective until the same have first been approved by the Memphis City Council and the County Court of Shelby County by resolution duly adopted.

6. The acquisition of real property by this Corporation shall be limited to property lying within that area bounded generally by the Mississippi River on the West, North Parkway on the North, East Parkway on the East and South Parkway on the South to and including the back property lines of all property located on such streets and specifically including the entire property comprising the Mid-South Fairgrounds.

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SECRETARY OF STATE

7. Upon entering into any lease agreement as lessor of its properties, the Corporation shall provide in such lease that the lessee shall annually pay to all political subdivisions within the boundaries of which the Project lies a sum of money as a payment in lieu of taxes if such property or a leasehold interest in such property would be otherwise exempt from ad valorem taxation. The amount of this sum of money shall be based on an assessment of the value of the property leased by the Corporation at least equal to the ad valorem tax assessment of such property prior to its acquisition and by the Corporation. The Corporation may, in its discretion, add to this pre-acquisition assessment a sum representing the enhancement of the value of the property planned by the Corporation on the lessee and reduced by the appropriate percentages called for in Article 2, Section 28 of the Constitution of Tennessee for the assessment of property for taxation, or may, if it finds such action to be in the public interest retain the pre-acquisition assessment, or establish an assessment greater than the pre-acquisition assessment but less than the full enhanced value of the property or may provide for varying assessments over time. The instrument requiring the payment in lieu of taxes shall also provide that such payment shall be computed annually by applying the then current millage rate of the said political subdivisions to the assessment called for in such instrument. The payment in lieu of taxes shall be collected in the same manner and at the same time as are ad valorem taxes in the respective political subdivisions within the boundaries of which the Project is located. If for any reason the taxing authorities of the City of Memphis or Shelby County shall fail or refuse to cooperate in the collection of payments in lieu of taxes then the lease shall provide that the Corporation shall collect the payment in lieu of taxes in the manner provided herein and pay over the moneys collected to the respective political subdivisions.

8. Each director, officer, employee or agent of this Corporation, or any person who may have served at the request of this Corporation as a director, officer, employee or agent of another corporation in which the Corporation owns shares of stock, or of which the Corporation is a creditor, shall be indemnified and held harmless by the Corporation against all judgments, liabilities, cost and expenses reasonably incurred by him or on his behalf (including attorney fees actually and necessarily incurred by him and reasonable compensation for time spent by the person indemnified) in connection with any civil or criminal action or proceeding to which he may be a party by reason of his being of having been a director, officer, employee or agent of this Corporation or such other corporation or by reason of any action alleged to have been taken or omitted by him in such capacity, provided, however, that such indemnification shall be made only if such director, officer, employee or agent acted in good faith for a purpose which he reasonably believed to be in the best interest of such Corporation and, in criminal actions or proceedings, in addition, had no reasonable cause to believe that his conduct was unlawful. In the event of actions or proceedings in which a director, officer, employee or agent has not been wholly successful on the merits or otherwise in the defense of a civil or criminal action of the character described above (including actions terminated by judgment, settlement, conviction or upon a plea of nolo contendere, or its equivalent), any indemnification shall be made only after authorization as provided in T.C.A. 48-409.

Such indemnity shall be effected only in the event the Corporation shall have actual notice of such action of proceeding within a reasonable time after its institution in the form of written notice from the interested director, officer, employee or agent or otherwise; such indemnity shall be applicable whether or not the person claiming the benefit thereof continues to be a

director, officer, employee or agent of the Corporation at the time the liabilities, costs of expenses in respect of which indemnity is claimed or incurred; such indemnity shall inure to the benefit of the heirs, executors or administrators of each director, officer, employee or agent; such indemnity shall not be exclusive of any other right of any director, officer, employee or agent; and notwithstanding the amendment or repeal of this Charter provision, the same shall continue to bind the Corporation to provide indemnity to the extent above specified in respect of all such liabilities, costs and expenses incurred to and including the date of such amendment or repeal. In no event shall the rights contained herein be construed to enlarge the rights of indemnification permitted under the laws of the State of Tennessee.

We the undersigned, further certify that we are residents of Shelby County, Tennessee, and live within the boundaries thereof at the address indicated.

WITNESS our hands this 26th day of September, 1977.

NAME	ADDRESS	CITY
[illegible]	5955 Fairwood Ln	Memphis
[illegible]	[illegible]	[illegible]
[illegible]	994 N. Parkway St.	Memphis, Tenn.

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned Notary Public in and for the aforesaid State and County, the within named incorporators, with whom I am personally acquainted, and who acknowledged that they executed the within application for a Charter of Incorporation for the purposes therein contained and expressed.

WITNESS my hand and official seal at office in Memphis, Tennessee, this 26th day of September, 1977.

NOTARY PUBLIC

(SEAL)
My Commission Expires:
MY COMMISSION EXPIRES NOV. 23, 1977

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SECRETARY OF STATE

RESOLUTION APPROVING INCORPORATION OF
MEMPHIS CENTER CITY REVENUE FINANCE CORPORATION

WHEREAS, the City Council has received certain reports indicating the need for new business investment in the Memphis Center City Area and in certain areas adjacent thereto; and

WHEREAS, it appears that the present lack of such investment is related in part to the lack of available industrial revenue bond financing and this will be in the future a substantial drawback to the attracting of new business investment to the Memphis Center City Area and in certain areas adjacent thereto; and

WHEREAS, the unemployment level of the Memphis Center City Area needs to be reduced through the attraction of new job creating commercial activity and the expansion of existing activity; and

WHEREAS, the City Council has also received reports that certain persons or corporations have expressed an interest in making an investment in the Memphis Center City Area and certain areas adjacent thereto if revenue bond financing were available; and

WHEREAS, the City Council has received additional reports concerning the need for financing, construction, acquisition, furnishing and equipping of real and personal property for commercial, industrial, distributing, warehousing, financial services, office building and other purposes in the Memphis Center City Area and certain areas adjacent thereto; and

WHEREAS, it has been established to the satisfaction of the City Council that the attracting of industry to and the promotion of growth in the Memphis Center City Area at certain areas adjacent thereto through the financing, constructing, acquiring, furnishing

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SECRETARY OF STATE

and equipping of facilities generally described above which will promote the ultimate redevelopment of the Memphis Center City Area will serve a public purpose and will result in a substantial economic benefit to Memphis; and

WHEREAS, the proposed Charter of Incorporation of the Memphis Center City Revenue Finance Corporation, a non-profit corporation to be formed pursuant to the statutes of the State of Tennessee, has been presented to and is now before this City Council; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MEMPHIS, THAT, it is hereby determined to be proper and in the public interest to approve, and this City Council does hereby approve the incorporation of a non-profit corporation sponsored by this City Council for the following purposes: to acquire, own, lease and dispose of properties in order to maintain and increase employment opportunities by promoting industry, trade, commerce, tourism and recreation by inducing manufacturing, industrial, governmental, educational, financial, service, commercial, recreational and other enterprises to locate in and remain in the Memphis Center City Area and certain areas adjacent thereto.

BE IT FURTHER RESOLVED, that the proposed Charter of Incorporation of the Memphis Center City Revenue Finance Corporation presented to and now before the City Council is hereby approved.

BE IT FURTHER RESOLVED, that the proposed activities of the Memphis Center City Revenue Finance Corporation which activities will promote the ultimate development of the Memphis Center City Area are in the public interest of the citizens of Memphis, Tennessee, and are proper public purposes for which the City Council agrees to cooperate.

BE IT FURTHER RESOLVED, that it is a condition of this approval that the operation of the Memphis Center City Revenue Finance Corporation be non-profit and that it conduct its affairs in such a manner as to ultimately vest title to its assets in Memphis and Shelby County, Tennessee as tenants in common, subject

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only to the lawful claims against such assets incurred by the Memphis Center City Revenue Finance Corporation, provided, however, that Memphis and Shelby County shall have no financial responsibility of liability for such claims, the rights of all such claimants being specifically limited to their interest in the assets so vested.

BE IT FURTHER RESOLVED AND ORDERED, that the approval of the proposed Charter and By-Laws of the Memphis Center City Revenue Finance Corporation is subject to the approval of the City Bond Attorneys.

I hereby certify that the foregoing is a true copy and said document was adopted, approved by the council of the city of Memphis in regular [redacted] session on

SEP 27 1977

Robert Tamboli
Comptroller

BOOK 01277

I, GENTRY CROWELL, Secretary of State, do certify that this Charter, with certificate attached, the foregoing of which is a true copy, was this day registered and certified to by me.

This the 17th day of March, 1978.

GENTRY CROWELL

SECRETARY OF STATE

FEE: $10.00

Economic Development Growth Engine

Item #: 14

Moved by: RITZ

Prepared by: Kim Hackney

Seconded by: THOMAS

Approved by: _____

JOINT RESOLUTION OF THE BOARD OF COMMISSIONERS OF SHELBY COUNTY AND THE COUNCIL OF THE CITY OF MEMPHIS, TENNESSEE, ESTABLISHING THE AUTHORIZATION AND FORMATION OF ECONOMIC DEVELOPMENT GROWTH ENGINE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF MEMPHIS AND COUNTY OF SHELBY, TENNESSEE, AS A TENNESSEE NOT-FOR-PROFIT CORPORATION AND ESTABLISHING A BOARD WITH PERMISSION TO ORGANIZE AND OPERATE; AND APPROVING AND DIRECTING THREE EXISTING ENTITIES, NAMELY (I) THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF MEMPHIS AND COUNTY OF SHELBY, TENNESSEE; (II) DEPOT REDEVELOPMENT CORPORATION OF MEMPHIS AND SHELBY COUNTY; AND (III) MEMPHIS AND SHELBY COUNTY PORT COMMISSION, TO TAKE ALL SUCH ACTIONS APPROPRIATE TO EFFECTUATE COORDINATION AND CONSOLIDATION WITHIN THE ECONOMIC DEVELOPMENT GROWTH ENGINE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF MEMPHIS AND COUNTY OF SHELBY, TENNESSEE. SPONSORED BY COMMISSIONER MIKE RITZ.

WHEREAS, It is the collective desire of the legislative bodies of the City of Memphis and County of Shelby to unite economic development programs into a new entity to effectuate this community possessing the most successful means possible in providing a streamlined economic development process with efficiencies and expertise to recruit, retain and expand the employment base and economic wealth base of this community; and

WHEREAS, Such efforts shall require the establishment and formation of a new entity with its own Board of Directors and Certificate of Incorporation, which we direct be done through the establishment of the Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee, the purposes for which the Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee, is organized are all those specified and allowed in Title 7 Chapter 53, Industrial Development Corporations, codified at Section 7-53-101; et seq. of the Tennessee Code Annotated, as amended from time to time ("Act"), and in connection therewith, to acquire, own, lease, and dispose of properties in order to maintain and increase employment opportunities by promoting industry, trade, commerce, technology, tourism, and recreation by inducing manufacturing, industrial, infrastructure,

governmental, educational, health care, retail, technological, financial, service, commercial, residential, and recreational enterprises to locate in and remain in Shelby County, and to further the use of its agricultural products and natural resources, and to promote the control and elimination of all types of pollution and waste which result from the existence, development, or expansion of commerce and industry; and

WHEREAS, It is the further purpose of the Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee, to increase the efficiency, effectiveness and impact of existing programs by leading and coordinating the Industrial Development Board of the City of Memphis and County of Shelby, Tennessee, the Depot Redevelopment Corporation of Memphis and Shelby County, Foreign Trade Zone 77, the Memphis and Shelby County Port Commission, the Office of Economic Development of Memphis and Shelby County, the successors of any aforementioned entity, and any and all such other offices, corporations, and commissions relating to economic development and growth as designated from time to time by the City of Memphis and Shelby County, Tennessee, to the extent allowed by the laws of the United States of America and the State of Tennessee; and

WHEREAS, It is a highest priority of this community that our municipal governments take a lead role in the establishment, recruitment and retention of well paying jobs, and a participation in economic development for the benefit of all citizens of this community, so that there shall be equal access to all races, genders, and economic classes to equally participate in the rewards and benefits of such development of wealth within our community, without prejudices of any kind; and

WHEREAS, By establishing a united vision to shape our region's economic future with a competitive edge focused on collaboration, cooperation and collective success, the public welfare is well served.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE BOARD OF COUNTY COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, AND CITY COUNCIL OF THE CITY OF MEMPHIS, TENNESSEE:

That, it is wise, expedient, necessary, advisable, and in the public interest to approve, and this City Council and Board of Commissioners do hereby approve the following as united actions to further economic development with equal access to well paying jobs and wealth by all citizens of Memphis and Shelby County, as follows:

1. The Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee, shall be established, and organized as an Industrial Development Board, pursuant to Tennessee Code Annotated, Section 7-53-201, with all powers and authority allowed by statute, now existing or as may be modified and/or supplemented, and the proposed Certificate of Incorporation, as attached hereto, is hereby adopted

and approved, and the incorporators are hereby directed to file the Certificate of Incorporation with the appropriate entities, and such initial Board of Directors shall consist of those individuals listed and approved by these Joint bodies;

2. Three existing legal entities, namely (i) Industrial Development Board of the City of Memphis and County of Shelby, Tennessee, (ii) Depot Redevelopment Corporation of Memphis and Shelby County; and (iii) Memphis and Shelby County Port Commission shall merge, as expeditiously as possible, into the Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee:

   a. The Industrial Development Board of the City of Memphis and County of Shelby, Tennessee, and Depot Redevelopment Corporation of Memphis and Shelby County shall seek resignations of their respective directors and officers, and in whose place shall be elected the directors and officers of the Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee, and shall seek amendment of their Charter or Certificate of Incorporation to be consistent with those specimen Amendments to Certificate or Charter of Incorporation attached hereto and approved by these Joint bodies for each of these two entities;

   b. Effective upon the election of the Board of Directors of the Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee, the Commissioners of the Memphis and Shelby County Port Commission shall be removed by the City Council of Memphis and Board of Commissioners of Shelby County, and five members of the Board of Directors of the Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee, shall be appointed to the Memphis and Shelby County Port Commission; and

      i. The City of Memphis and County of Shelby, Tennessee, shall request that the,Tennessee General Assembly amend the Private Act legislation enabling the Memphis and Shelby County Port Commission to conform the size, qualification, and appointment process of commissioners of the Memphis and Shelby County Port Commission to the size, qualification, and appointment process of board members of the Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of

Shelby, Tennessee;

ii. The Memphis City Council and Board of Commissioners of Shelby County shall thereafter ratify such changes to the Memphis and Shelby County Port Commission by whatever means required by law;

3. All authority of the Office of Economic Development shall be transferred, both as to authority and functions, to such newly created Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee;

4. Title to Frank C. Pidgeon Industrial Park, and all assets thereto and powers and authorities be transferred as promptly as practical to the Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee;

5. The Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee, shall provide common management under a Service Agreement to the entities in Article 2 and in connection with this directive and in order to effectuate this directive, this shall serve as a Joint approval to authorize the dissolutions of the three above named industrial development boards and their merger into the Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee, at such time as the Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee Board and the Boards of the respective Industrial Development Boards determine merger may be safely made and effectively and efficiently accomplished, taking into consideration any and all outstanding bonds, obligations, contracts and transferability issues;

6. In order to provide the Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee, with the financial resources to accomplish its mission:

   a. All existing debt owed by the Memphis and Shelby County Port Commission to Shelby County and the City of Memphis shall be waived.

   b. The Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee, is to receive all operating revenues from the Memphis and Shelby County Port Commission, Depot Redevelopment Corporation of Memphis and Shelby County, Industrial Development Board of the

City of Memphis and County of Shelby, Tennessee, Foreign-Trade Zone 77, the Frank C. Pidgeon Industrial Park, their successors, and any and all new activities originated by Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee, except that:

i. The Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee, shall not be allowed to retain a cash balance in excess of $15,000,000.00, as determined by its annual financial audit;

ii. Any cash balance in excess of $15,000,000.00 shall be divided equally between the City of Memphis and County of Shelby, Tennessee; and

iii. Until the Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee, accumulates a $15,000,000.00 cash balance any annual net proceeds transferred by the Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee, to the City of Memphis and County of Shelby as required by statute shall be immediately and automatically returned to the Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee, by the City and County.

8. All programs, funds and initiatives allowable by local, state and federal laws shall be utilized to further the success of the Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee, including but not limited to establishment of an Economic Development Finance Corporation to be organized under 13 CFR 120.1; et seq., to originate SBA-504 loans, among other allowable functions; establish a new Rail Authority as the Memphis and Shelby County Rail Authority, with all powers and authority authorized at Tennessee Code Annotated, Section 7-56-201, et seq.; and to take all necessary actions to access and use all current and future development related programs, funds, initiatives, including those made available by local, state and federal governments, quasi-governmental agencies, and for profit and not for profit entities.

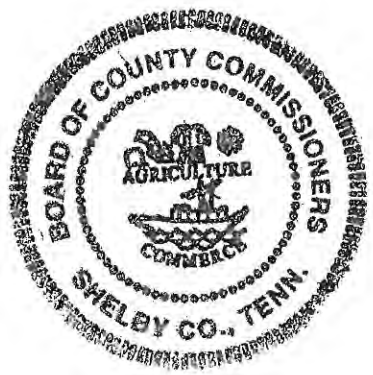
9. In order to effectuate these plans and endeavors, the Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee, and all entities and persons

related thereto shall coordinate and collaborate with a large, diverse and impartial group of government, businesses, non-profit and other entities of all kinds throughout Shelby County, as well as with federal and state and other local and regional governments. Further, where appropriate to advance development related opportunities for Shelby County, the Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee, shall work with other organizations and governments to position this community as an economic force within the entire region and country.

BE IT FURTHER RESOLVED AND ORDERED, That these actions and authorities shall be approved and effective immediately upon approvals granted by these joint bodies.

Approved:
The Council of the City of Memphis, adopted the _____ day of _____, 2011;

Approved:
The Board of Commissioners of Shelby County, TN, adopted the _____ day of _____, 2011.



Mark H. Luttrell, Jr.
County Mayor

Date: 1-31-11

ATTEST:

Clerk of County Commission

ADOPTED: January 24, 2011

JOINT RESOLUTION OF THE BOARD OF COMMISSIONERS OF SHELBY COUNTY AND THE COUNCIL OF THE CITY OF MEMPHIS, TENNESSEE, ESTABLISHING THE AUTHORIZATION AND FORMATION OF ECONOMIC DEVELOPMENT GROWTH ENGINE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF MEMPHIS AND COUNTY OF SHELBY, TENNESSEE, AS A TENNESSEE NOT-FOR-PROFIT CORPORATION AND ESTABLISHING A BOARD WITH PERMISSION TO ORGANIZE AND OPERATE; AND APPROVING AND DIRECTING THREE EXISITING ENTITIES, NAMELY (I) THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF MEMPHIS AND COUNTY OF SHELBY, TENNESSEE; (II) DEPOT REDEVELOPMENT CORPORATION OF MEMPHIS AND SHELBY COUNTY; AND (III) MEMPHIS AND SHELBY COUNTY PORT COMMISSION, TO TAKE ALL SUCH ACTIONS APPROPRIATE TO EFFECTUATE COORDINATION AND CONSOLIDATION WITHIN the ECONOMIC DEVELOPMENT GROWTH ENGINE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF MEMPHIS AND COUNTY OF SHELBY

WHEREAS, it is the collective desire of the legislative bodies of the City of Memphis and County of Shelby to unite economic development programs into a new entity to effectuate this community possessing the most successful means possible in providing a streamlined economic development process with efficiencies and expertise to recruit, retain and expand the employment base and economic wealth base of this community; and

WHEREAS, such efforts shall require the establishment and formation of a new entity with its own Board of Directors and Certificate of Incorporation, which we direct be done through the establishment of the Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee; the purposes for which the Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee, is organized are all those specified and allowed in Title 7 Chapter 53, Industrial Development Corporations, codified at Section 7-53-101; et seq. of the Tennessee Code Annotated, as amended from time to time ("Act"), and in connection therewith, to acquire, own, lease, and dispose of properties in order to maintain and increase employment opportunities by promoting industry, trade, commerce, technology, tourism, and recreation by inducing manufacturing, industrial, infrastructure, governmental, educational, health care, retail, technological, financial, service, commercial, residential, and recreational enterprises to locate in and remain in Shelby County, and to further the use of its agricultural products and natural resources, and to promote the control and elimination of all types of pollution and waste which result from the existence, development, or expansion of commerce and industry; and

WHEREAS, it is the further purpose of the Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee, to increase efficiency, effectiveness and impact of existing programs by leading and coordinating the Industrial Development Board of the City of Memphis and Shelby County, Tennessee, the Depot Redevelopment Corporation of Memphis and Shelby County, Tennessee, Foreign Trade Zone 77, the Memphis and Shelby County Port Commission, the Office of Economic Development of Memphis and Shelby County, the successors of any aforementioned entity, and any and all such other offices, corporations, and commissions relating to economic development and growth as designated from time to time by the City of Memphis and Shelby County, Tennessee, to the extent allowed by the laws of the United States of America and the State of Tennessee; and

#29 Revised Copy

WHEREAS, by establishing a united vision to shape our region's economic future with a competitive edge focused on collaboration, cooperation and collective success, the public welfare is well served.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF SHELBY COUNTY, TENNESSEE, AND COUNCIL OF THE CITY OF MEMPHIS, TENNESSEE, that it is wise, expedient, necessary, advisable and in the public interest to approve, and this City Council and Board of Commissioners do hereby approve the following as united actions to further economic development with equal access to well-paying jobs and wealth by all citizens of Memphis and Shelby County, as follows:

1. The Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee, shall be established and organized as an Industrial Development Board, pursuant to Tennessee Code Annotated Section 7-53-101, with all powers and authority allowed by statute, now existing or as may be modified and/or supplemented, and the proposed Certificate of Incorporation, as attached hereto, is hereby adopted approved, and the incorporators are hereby directed to file the Certificate of Incorporation with the appropriate entities, and such initial Board of Directors shall consist of those individuals listed and approved by these Joint bodies;

2. Three existing legal entities, namely (i) Industrial Development Board of the City of Memphis and County of Shelby, Tennessee, (ii) Depot Redevelopment Corporation of Memphis and Shelby County; and (iii) Memphis and Shelby County Port Commission shall merge, as expeditiously as possible, into the Economic Develo9pment Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee:

    a. The Industrial Development Board of the City of Memphis and County of Shelby, Tennessee, and Depot Redevelopment Corporation of Memphis and Shelby County shall seek resignations of their respective directors and officers, and in whose place shall be elected the directors and officers of the Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee, and shall seek amendment of their Charter or Certificate of Incorporation to be consistent with those specimen Amendments to Certificate or Charter of Incorporation attached hereto and approved by these Joint bodies for each of these two entities;

    b. Effective upon the election of the Board of Directors of the Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee, the Commissioners of the Memphis and County of Shelby, Tennessee, the Commissioners of the Memphis and Shelby County Port Commission shall be removed by the City Council of Memphis and Board of Commissioners of Shelby County, and five members of the Board of Directors of the Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee, shall be appointed to the Memphis and Shelby County Port Commission; and

        i. The City of Memphis and County of Shelby, Tennessee, shall request that the Tennessee General Assembly amend the Private Act legislation enabling the Memphis and Shelby County Port Commission to conform the size, qualification, and appointment

process of commissioners of the Memphis and Shelby County Port Commission to the size, qualification, and appointment process of board members of the Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee;

ii. The Memphis City Council and Board of Commissioners of Shelby County shall thereafter ratify such changes to the Memphis and Shelby County Port Commission by whatever means required by law;

3. All authority of the Office of Economic Development shall be transferred, both as to authority and functions, to such newly created Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee;

4. Title to Frank C. Pidgeon Industrial Park, and all assets thereto and powers and authorities be transferred as promptly as practical to the Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee;

5. The Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee, shall provide common management under a Service Agreement to the entities in Article 2 and in connection with this directive and in order to effectuate this directive, this shall serve as a Joint approval to authorize the dissolutions of the three above named industrial development boards and their merger into the Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee, at such time as the Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee Board and the Boards of the respective Industrial Development Boards determine merger may be safely made and effectively and efficiently accomplished, taking into consideration any and all outstanding bonds, obligations, contracts and transferability issues;

6. In order to provide the Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee, with the financial resources to accomplish its mission:

   a. All existing debt owed by the Memphis and Shelby County Port Commission to Shelby County and the City of Memphis shall be waived.

   b. The Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee, is to receive all operating revenues from the Memphis and Shelby County Port Commission, Depot Redevelopment Corporation of Memphis and Shelby County, Industrial Development Board of the City of Memphis and County of Shelby, Tennessee, Foreign-Trade Zone 77, the Frank C. Pidgeon Industrial Park, their successors, and any and all new activities originated by Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee, except that:

i. The Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee, shall not be allowed to retain a cash balance in excess of $15,000,000.00, as determined by its annual financial audit;

ii. Any cash balance in excess of $15,000,000.00 shall be divided equally between the City of Memphis and County of Shelby, Tennessee; and

iii. Until the Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee, accumulates a $15,000,000.00 cash balance any annual net proceeds transferred by the Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee, to the City of Memphis and County of Shelby as required by statute shall be immediately and automatically returned to the Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee, by the City and County.

7. All programs, funds and initiatives allowable by local, state and federal laws shall be utilized to further the success of the Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee, including but not limited to establishment of an Economic Development Finance Corporation to be organized under 13 CFR 120.1; et seq., to original SBA-504 loans, among other allowable functions; establish a new Rail Authority as the Memphis and Shelby County Rail Authority, with all powers and authority authorized at Tennessee Code Annotated, Section 7-56-201, et seq.; and to take all necessary actions to access and use all current and future development related programs, funds, initiatives, including those made available by local, state and federal governments, quasi-governmental agencies, and for profit and not for profit entities.

8. In order to effectuate these plans and endeavors, the Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee, and all entities and persons related thereto shall coordinate and collaborate with a large, diverse and impartial group of government, businesses, non-profit and other entities of all kinds throughout Shelby County, as well as with federal and state and other local and regional governments. Further, where appropriate to advance development related opportunities for Shelby County, the Economic Development Growth Engine Industrial Development Board of the City of Memphis and County of Shelby, Tennessee, shall work with other organizations and governments to position this community as an economic force within the entire region and country.

I hereby certify that the foregoing is a true copy and document was adopted, approved by the Council of the City of Memphis in regular session on

Date JAN 18 2011

Valerie C. Sayles

Deputy Comptroller-Council Records

STATE OF TENNESSEE
CERTIFICATE OF INCORPORATION OF
ECONOMIC DEVELOPMENT GROWTH ENGINE
INDUSTRIAL DEVELOPMENT BOARD OF
THE CITY OF MEMPHIS AND COUNTY OF SHELBY, TENNESSEE

BE IT KNOWN that Mark H. Luttrell, Jr., A C Wharton, Jr., and Kim Hackney, all of Shelby County, Tennessee, each of them being an elector and taxpayer in said County, are hereby constituted a Body Politic and Corporate, by the name and style of

ECONOMIC DEVELOPMENT GROWTH ENGINE
INDUSTRIAL DEVELOPMENT BOARD OF
THE CITY OF MEMPHIS AND COUNTY OF SHELBY, TENNESSEE,

with permission to organize said Corporation having been granted by resolution adopted by the Memphis City Council and Shelby County Board of Commissioners on the 1st day of February, 2011, and the 24th day of January, 2011, respectively.

The location of the principal office shall be: Economic Development Growth Engine of the City of Memphis and County of Shelby, Tennessee, c/o Thomason Hendrix Law Firm, 40 South Main Street, Suite 2900, Memphis, Shelby County, Tennessee, 38104. The incorporators shall be Mark H. Luttrell, Jr., A C Wharton, Jr., and Kim Hackney. The Registered Agent of the Corporation shall be CT Corporation, 530 South Gay Street, Knoxville, Tennessee 37902.

1. The purposes for which The Economic Development Growth Engine of the City of Memphis and County of Shelby, Tennessee is organized are all those specified and allowed in Title 7 Chapter 53, Industrial Development Corporations, codified at section 7-53-101; et seq. of the Tennessee Code Annotated, as amended from time to time ("Act"), and, in connection therewith, to acquire, own, lease, and dispose of properties in order to maintain and increase employment opportunities by promoting industry, trade, commerce, technology, tourism, and recreation by inducing manufacturing, industrial, infrastructure, governmental, educational, health care, retail, technological, financial, service, commercial, residential, and recreational enterprises to locate in and remain in Shelby County, and to further the use of its agricultural products and natural resources, and to promote the control and elimination of all types of pollution and waste which result from the existence, development, or expansion of commerce and industry within the State.

Whereas, it is the further purpose of The Economic Development Growth Engine of the City of Memphis and County of Shelby, Tennessee to increase the efficiency, effectiveness and impact of existing programs by leading and coordinating the Industrial Development Board of the City of Memphis and County of Shelby, Tennessee, the Depot Redevelopment Corporation of Memphis and Shelby County, Foreign-Trade Zone 77, the Memphis and Shelby County Port Commission, the Office of Economic Development of Memphis and Shelby County, the successors of any aforementioned entity, and any and all such other offices, corporations, and commissions relating to economic development and growth as

designated from time to time by the City of Memphis and Shelby County, Tennessee, to the extent allowed by the laws of the United States of America and the State of Tennessee.

2. The Economic Development Growth Engine of the City of Memphis and County of Shelby, Tennessee shall be managed by a Board of eleven (11) individuals.

3. The Economic Development Growth Engine of the City of Memphis and County of Shelby, Tennessee shall have perpetual existence, and the fiscal year end of The Economic Development Growth Engine of the City of Memphis and County of Shelby, Tennessee shall be June 30.

4. The Economic Development Growth Engine of the City of Memphis and County of Shelby, Tennessee shall have all of the powers of an Industrial Development Corporation as set forth in the Act and shall have all powers incidental thereto and all powers necessary for the performance of the purposes enumerated herein.

5. The Economic Development Growth Engine of the City of Memphis and County of Shelby, Tennessee is a public benefit corporation and is not for profit. The Economic Development Growth Engine of the City of Memphis and County of Shelby, Tennessee is irrevocably dedicated to and operated exclusively for nonprofit purposes; and no part of the income or assets of The Economic Development Growth Engine of the City of Memphis and County of Shelby, Tennessee shall be distributed or inure to the benefit of any individual. Notwithstanding any other provision of this Certificate, The Economic Development Growth Engine of the City of Memphis and County of Shelby, Tennessee shall not carry on any other activities not permitted by an organization exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States Internal Revenue Law.

6. Upon entering into any lease agreement as lessor of its properties, The Economic Development Growth Engine of the City of Memphis and County of Shelby, Tennessee shall provide in such lease that the lessee shall annually pay to all political subdivisions within the boundaries of which the Project lies a sum of money as a payment in lieu of taxes if such property or a leasehold interest in such property would be otherwise exempt from ad valorem taxation. The amount of this sum of money shall be based on an assessment of the value of the property leased by The Economic Development Growth Engine of the City of Memphis and County of Shelby, Tennessee at least equal to the ad valorem tax assessment of such property as of January 1 prior to its acquisition by The Economic Development Growth Engine of the City of Memphis and County of Shelby, Tennessee; provided, however, such assessment shall not include the value of any improvements added to the property after January 1 pursuant to applicable laws of the State of Tennessee, including, without limitation, Tennessee Code Annotated Section 67-5-603 et. seq., but shall reflect the final assessment resulting from any property tax appeal filed on behalf of the property owner, except as hereinafter provided. The Economic Development Growth Engine of the City of Memphis and County of Shelby, Tennessee may, however, in specified circumstances as determined by The Economic Development Growth Engine of the City of Memphis and County of Shelby, Tennessee set the payment in lieu of taxes at a figure less than the said existing ad valorem tax assessment of real

and personal property, as long as it is consistent with the applicable laws of the State of Tennessee: (1) when an application for payment in lieu of taxes has been approved by The Economic Development Growth Engine of the City of Memphis and County of Shelby, Tennessee and any construction or improvement takes place thereafter that subjects the property to a partial assessment pursuant to Tennessee Code Annotated Section 67-5-603, et. seq.; or (2) when such property is to be used as the primary North American corporate headquarters facility as determined by The Economic Development Growth Engine of the City of Memphis and County of Shelby, Tennessee, and no prior payment in lieu of taxes concession for a corporate headquarters facility on the subject property has ever been received by the applicant currently requesting such concession. The Economic Development Growth Engine of the City of Memphis and County of Shelby, Tennessee may, in its discretion, add to this pre-acquisition assessment a sum representing the enhancement of the value of the property planned by The Economic Development Growth Engine of the City of Memphis and County of Shelby, Tennessee or the lessee and reduced by the appropriate percentages called for in Article 2, Section 28, of the Constitution of Tennessee for the assessment of property for taxation, or may, if it finds such action to be in the public interest, retain the pre-acquisition assessment, or establish an assessment greater than the pre-acquisition assessment but less than the full enhanced value of the property or may provide for varying assessments over time; provided, however, that the particular assessment base determined by The Economic Development Growth Engine of the City of Memphis and County of Shelby, Tennessee for any property must be approved by the Mayor of the County of Shelby and, if but only if the property involved is located within the corporate limits of the City of Memphis; the Mayor of the City of Memphis. Such lease agreements may call for payments in lieu of taxes based on a particular assessment base less than the full enhanced value of the property for periods not to exceed fifteen years unless a longer period is approved by the Shelby County Board of Commissioners and if within the City of Memphis, by the Memphis City Council. The instrument requiring the payment in lieu of taxes shall also provide that such payment shall be computed annually by applying the then current millage rate of the said political subdivisions to the assessment called for in such instrument. The payment in lieu of taxes shall be collected in the same manner and at the same time as are ad valorem taxes in the respective political subdivisions within the boundaries of which the property is located. If for any reason the taxing authorities of the City of Memphis or Shelby County shall fail or refuse to cooperate in the collection of payments in lieu of taxes, then the lease shall provide that The Economic Development Growth Engine of the City of Memphis and County of Shelby, Tennessee shall collect the payment in lieu of taxes in the manner provided herein and pay over the monies collected to the respective political subdivisions. The Economic Development Growth Engine of the City of Memphis and County of Shelby, Tennessee shall file a report with the Memphis City Council ("Council") and Shelby County Board of Commissioners ("Commission") by March 1 of each year, summarizing the activities of The Economic Development Growth Engine of the City of Memphis and County of Shelby, Tennessee under this Article 5 in the previous calendar year. The Council and Commission may revoke The Economic Development Growth Engine of the City of Memphis and County of Shelby, Tennessee's authority to exercise the powers contained in this Article 5 at any time by joint resolution passed after no less than thirty (30) days written notice to The Economic Development Growth Engine of the City of Memphis and County of Shelby, Tennessee.

7. Each director, officer, employee, or agent of The Economic Development Growth Engine of the City of Memphis and County of Shelby, Tennessee, or any person who may have served at the request of The Economic Development Growth Engine of the City of Memphis and County of Shelby, Tennessee as a director, officer, employee or agent of another corporation in which The Economic Development Growth Engine of the City of Memphis and County of Shelby, Tennessee owns shares of stock, or of which The Economic Development Growth Engine of the City of Memphis and County of Shelby, Tennessee is a creditor, shall be indemnified and held harmless by The Economic Development Growth Engine of the City of Memphis and County of Shelby, Tennessee against all judgments, liabilities, cost and expenses reasonably incurred by him or on his behalf (including attorney fees actually and necessarily incurred by him) and reasonable compensation for time spent by the person indemnified in connection with any civil or criminal action or proceeding to which he may be a party by reason of his being of having been a director, officer, employee, or agent of The Economic Development Growth Engine of the City of Memphis and County of Shelby, Tennessee or such other corporation or by reason of any action alleged to have been taken or omitted by him in such capacity; provided, however, that such indemnification shall be made only if such director, officer, employee, or agent acted in good faith for a purpose which he reasonably believed to be in the best interest of such corporation and, in criminal actions or proceedings, in addition, had no reasonable cause to believe that his conduct was unlawful. In the event of actions or proceedings in which a director, officer, employee, or agent has not been wholly successful on the merits or otherwise in the defense of a civil or criminal action of the character described above (including actions terminated by judgment, settlement, conviction, or upon a plea of nolo contendere, or its equivalent), any indemnification shall be made only after authorization as provided in Tennessee Code Annotated sections 48-58-501; et seq.

Such indemnity shall be effected only in the event that The Economic Development Growth Engine of the City of Memphis and County of Shelby, Tennessee shall have actual notice of such action of proceeding within a reasonable time after its institution in the form of written notice from the interested director, officer, employee, or agent, or otherwise such indemnity shall be applicable whether or not the person claiming the benefit thereof continues to be a director, officer, employee, or agent of The Economic Development Growth Engine of the City of Memphis and County of Shelby, Tennessee at the time the liabilities, costs, or expenses in respect of which indemnity is claimed or incurred; such indemnity shall inure to the benefit of the heirs, executors, or administrators of each director, officer, employee, or agent; such indemnity shall not be exclusive of any other right of any director, officer, employee, or agent; and notwithstanding the amendment or repeal of this Certificate of Incorporation provision, the same shall continue to bind The Economic Development Growth Engine of the City of Memphis and County of Shelby, Tennessee to provide indemnity to the extent above specified in respect of all such liabilities, costs, and expenses incurred to and including the date of such amendment or repeal. In no event shall the rights contained herein be construed to enlarge the rights of indemnification permitted under the laws of the State of Tennessee.

The Economic Development Growth Engine of the City of Memphis and County of Shelby, Tennessee shall indemnify and hold harmless its directors and officers to the fullest extent possible under the Tennessee Nonprofit Corporation Act and any amendment thereto.

8. The Board of Directors of the Economic Development Growth Engine of the City of Memphis and County of Shelby, Tennessee, consisting of eleven (11) members, shall be duly qualified electors of and taxpayers in Shelby County, Tennessee. The Directors shall serve without compensation, except that they shall be reimbursed for their actual expenses incurred in and about the performance of their duties.

The Directors shall be nominated by the Mayor of the City of Memphis and by the Mayor of Shelby County. The Mayor of the City of Memphis shall nominate five (5) Directors to the Board of Directors, which shall consist of residents of the City of Memphis from the following categories: one (1) civic representative; one (1) banking representative; and two (2) representatives from business, including accounting, law, real estate development or engineering, or industry, and one non-voting member of the Memphis City Council. The Mayor of Shelby County shall nominate five (5) Directors to the Board of Directors, which shall consist of residents of Shelby County not residing in the City of Memphis, from the following categories: one (1) civic representative; one (1) banking representative; and two (2) representatives from either accounting, law, real estate development or engineering, or industry, and one non-voting member of the Shelby County Board of Commissioners. One Director shall be nominated jointly by the Mayor of the City of Memphis and Mayor of Shelby County, who shall be a resident of Shelby County. The nominees of the first Board of Directors will be arranged in the following categories: Category A, two (2) years; Category B, four (4) years; Category C, six (6) years. The Mayor of the City of Memphis will nominate one (2) from Category A, one (1) from Category B, and one (1) from Category C. The Mayor of Shelby County will nominate two (2) from Category B and two from Category C. The Mayor of the City of Memphis and Mayor of Shelby County will jointly nominate one from Category A.

All persons nominated by the Mayor of the City of Memphis, Mayor of Shelby County, or jointly by the Mayor of the City of Memphis and Mayor of Shelby County shall be subject to the approval of such nomination by both the City Council of Memphis and Shelby County Board of Commissioners.

The term of a Director shall begin when both the Shelby County Board of Commissioners and Memphis City Council vote to approve such Director. This date shall be computed from the last date that either the Shelby County Board of Commissioners or Memphis City Council votes for approval.

The term of each Director shall run on a calendar year basis and, after the initial terms, shall be for six (6) years. The cumulative terms of all Directors shall, however, be limited to the more restrictive term limitation imposed by City of Memphis or Shelby County law at the time of election.

When the term of office for a Director expires, the Mayor of the City of Memphis shall nominate a Director to replace any Director nominated by him/her, and, similarly, the Mayor of Shelby County shall nominate a Director to replace any Director initially nominated by him/her. When the Director initially nominated by both Mayors expires, both Mayors shall jointly nominate a Director to replace that Director.

Should any position of Director nominated by the Mayor of the City of Memphis become vacant, the Mayor of the City of Memphis shall nominate a successor. Similarly, should any position of Director nominated by the Mayor of Shelby County become vacant, the Mayor of Shelby County shall nominate a successor. Should the Director nominated jointly by the Mayor of the City of Memphis and Mayor of Shelby County become vacant, the Mayors shall jointly nominate a successor. Upon such nomination by the Mayor of the City of Memphis, by the Mayor of Shelby County, or by the Mayors jointly, the Memphis City Council and Shelby County Board of Commissioners shall vote to approve such successor at their next regular meeting, and such approval shall be for the unexpired term of said position. A director position shall be considered vacant if the Director dies or resigns, and it may be declared vacant by the Board of Directors if a Director misses three (3) consecutive meetings.

The Directors shall be so elected that they shall hold office as set our in Title 7, Chapter 53, Industrial Development Corporations, codified at Tennessee Code Annotated Section 7-53-101; et seq., as amended from time to time.

9. The Economic Development Growth Engine of the City of Memphis and County of Shelby, Tennessee shall have a President as its chief executive officer. Such President shall be jointly nominated by the Mayor of the City of Memphis and Mayor of Shelby County and approved by the Memphis City Council and Shelby County Board of Commissioners, and the President shall serve as the Mayors' chief economic development officer. The President shall have the duty of managing The Economic Development Growth Engine of the City of Memphis and County of Shelby, Tennessee and its projects, and shall be responsible for engaging and managing staff of The Economic Development Growth Engine of the City of Memphis and County of Shelby, Tennessee. The staff of The Economic Development Growth Engine of the City of Memphis and County of Shelby, Tennessee shall be employed solely by The Economic Development Growth Engine of the City of Memphis and County of Shelby, Tennessee, and not by the City of Memphis or County of Shelby.

10. The Economic Development Growth Engine of the City of Memphis and County of Shelby, Tennessee shall have the power to make all rules and regulations not inconsistent with this Certificate of Incorporation or the provisions of the Act which the Board of Directors deems expedient for the management of the affairs of The Economic Development Growth Engine of the City of Memphis and County of Shelby, Tennessee.

We, the undersigned, further certify that we are residents of Shelby County, Tennessee.

WITNESS our hands, this 14th day of February, 2011.

INCORPORATORS

Mark H. Luttrell, Jr.
Mayor of Shelby County
160 North Main Street
Suite 850
Memphis, TN 38103

A C Wharton
Mayor of City of Memphis
125 North Main Street
Room 700
Memphis, TN 38103

Kim Hackney
Director of Legislative Affairs/Senior
Policy Advisor
160 North Main Street
Suite 800
Memphis, TN 38103

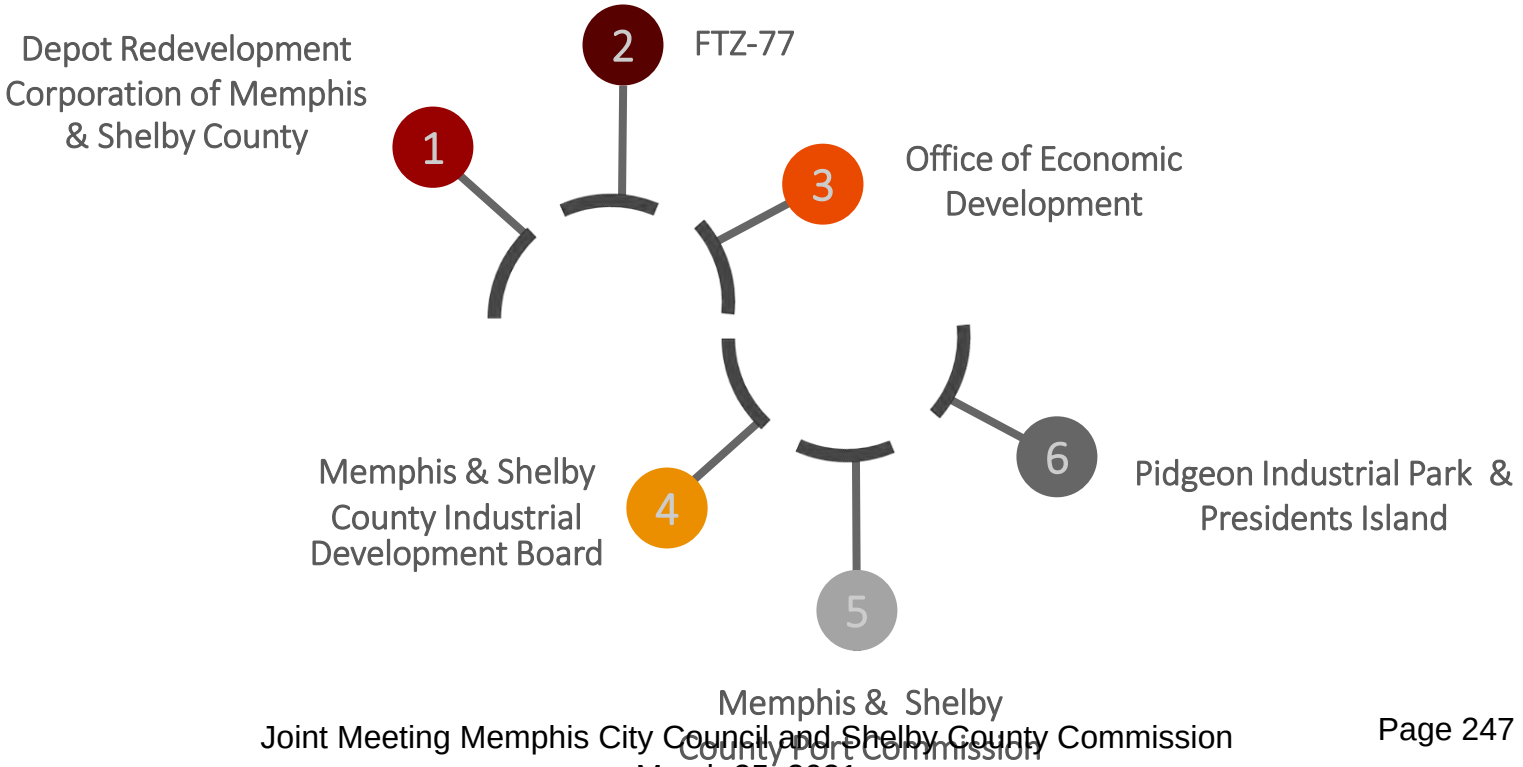
4851-5171-1496, v. 1

Why Create EDGE?

To establish a strong public sector economic development organization to help Memphis and Shelby County accelerate growth and compete for jobs, by centralizing existing and new programs in one entity with the mandate and resources to accomplish the mission.

History

OLD "SYSTEM: FRAGMENTED & LIMITED



History

- EDGE Created in 2011
- Industrial Development Board
  11 Members
- Combine existing
  organizations & programs
- Create a strong public-sector economic development organization
- Centralize resources and responsibilities
- Expand & improve the arsenal of development related tools

EDGE Mission

"To provide and coordinate public resources to drive economic development in Memphis and Shelby County. EDGE does this through ongoing economic activities and projects that provide real value to the community and provide a strong foundation for future economic growth."

Boost industrial development

Leverage the International Port of Memphis to catalyze economic development

Accelerate neighborhood revitalization

Bolster small-business expansion

Foster collaboration for regional economic development

EDGE Structure

PRESIDENT/CEO OF EDGE

Memphis & Shelby County Mayors appoint

Council and Commission approve

Also serves as Chief Economic Development Officer for Memphis and Shelby County

The EDGE Board

Al Bright, Jr.
Bass Berry Sims
Chairman

Gerre Currie
Financial Federal Bank

Natasha Donerson
Regional One Health

Thomas Dyer
Wyatt, Tarrant & Combs
Vice-Chairman

Edmund Ford, SR.
City Councilman

Mark Halperin
Boyle Investment Co.

Larry Jackson
Patriot Bank
Treasurer

Florence Jones
Methodist North Hospital
Secretary

Mikell M. Lowery
County Commissioner

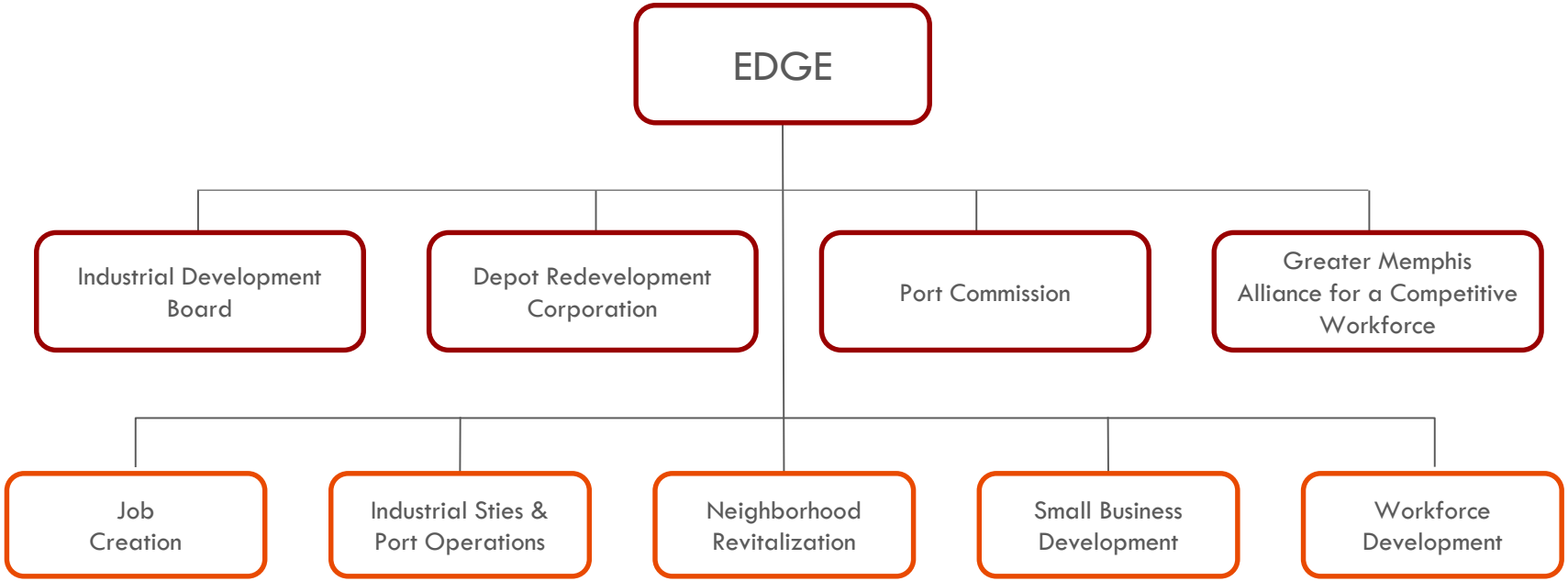
Johnny B. Moore, Jr.
SuntTrust Bank

Cary Vaughn
Love Worth Finding
Ministries, Inc.

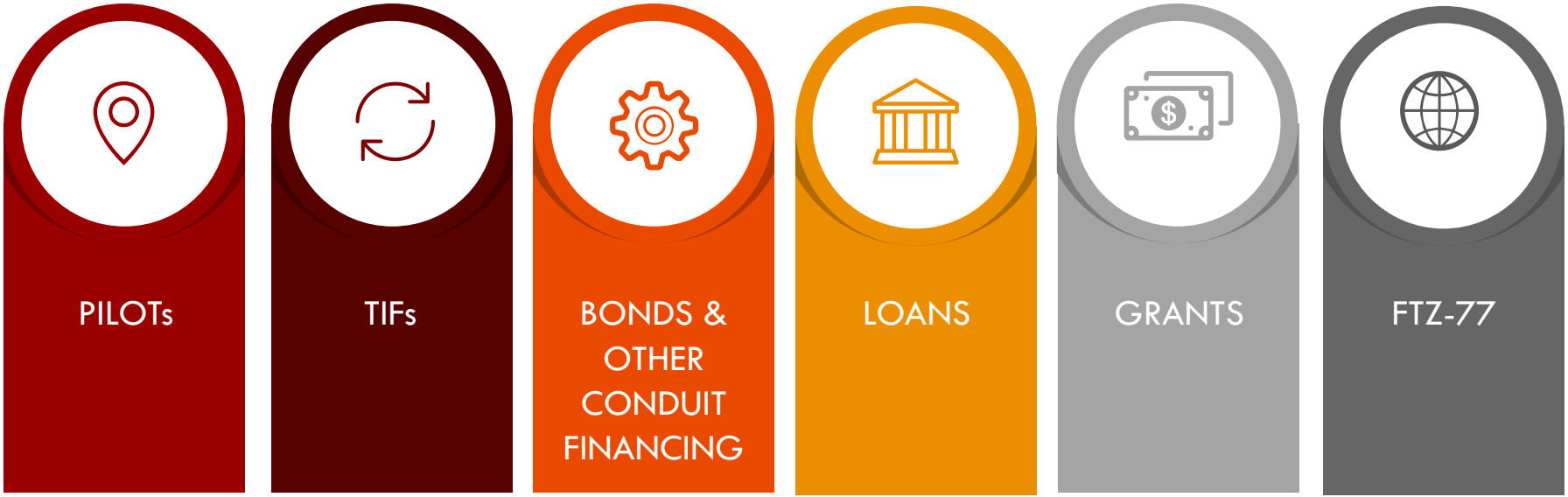
9 Voting Members | 2 ex-officio non-voting Council & Commission members

EDGE

Organizational Chart

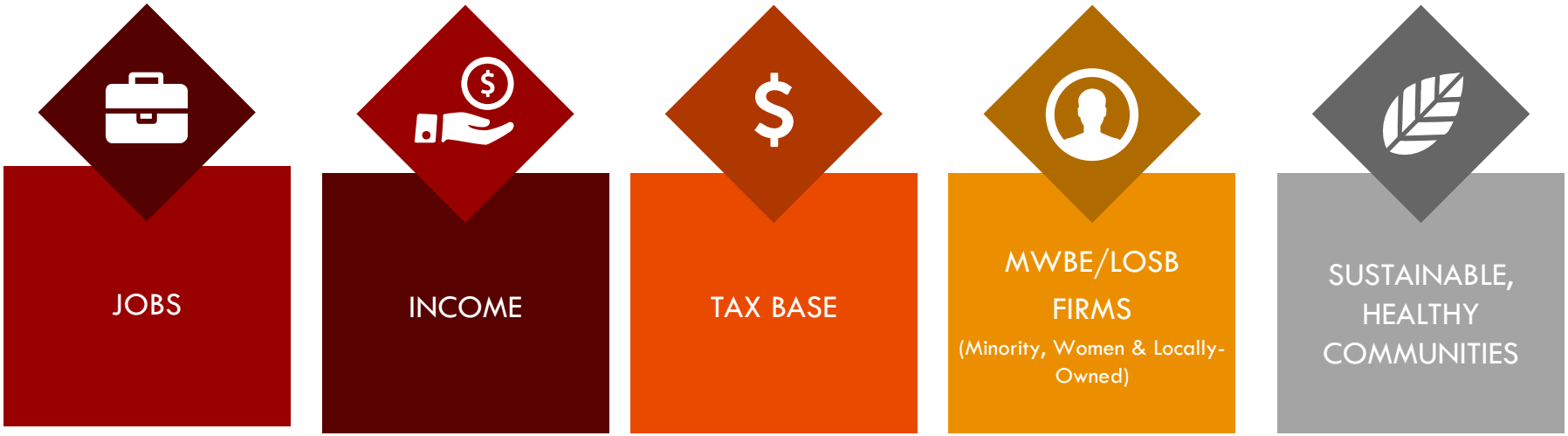


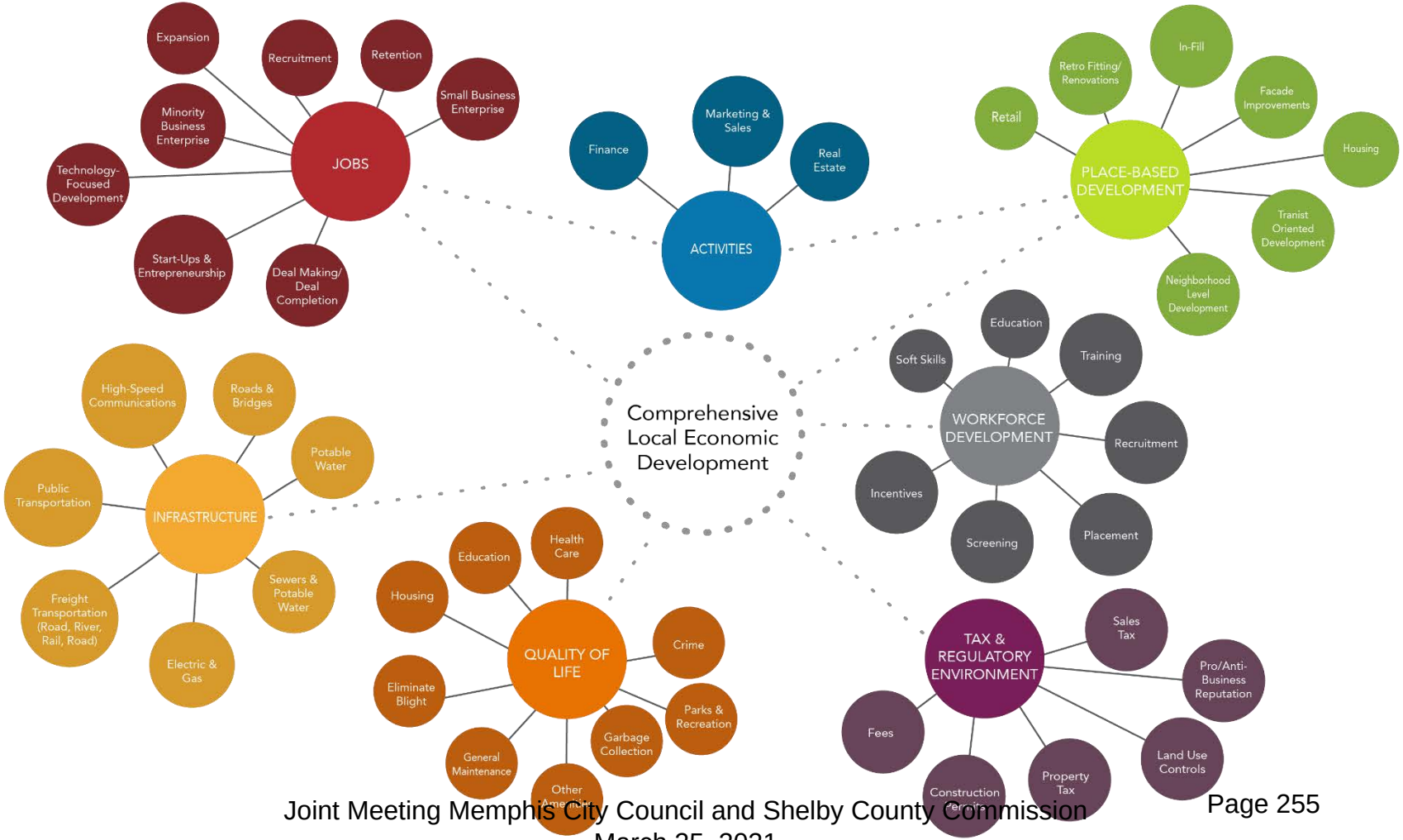
EDGE Development Finance Tools

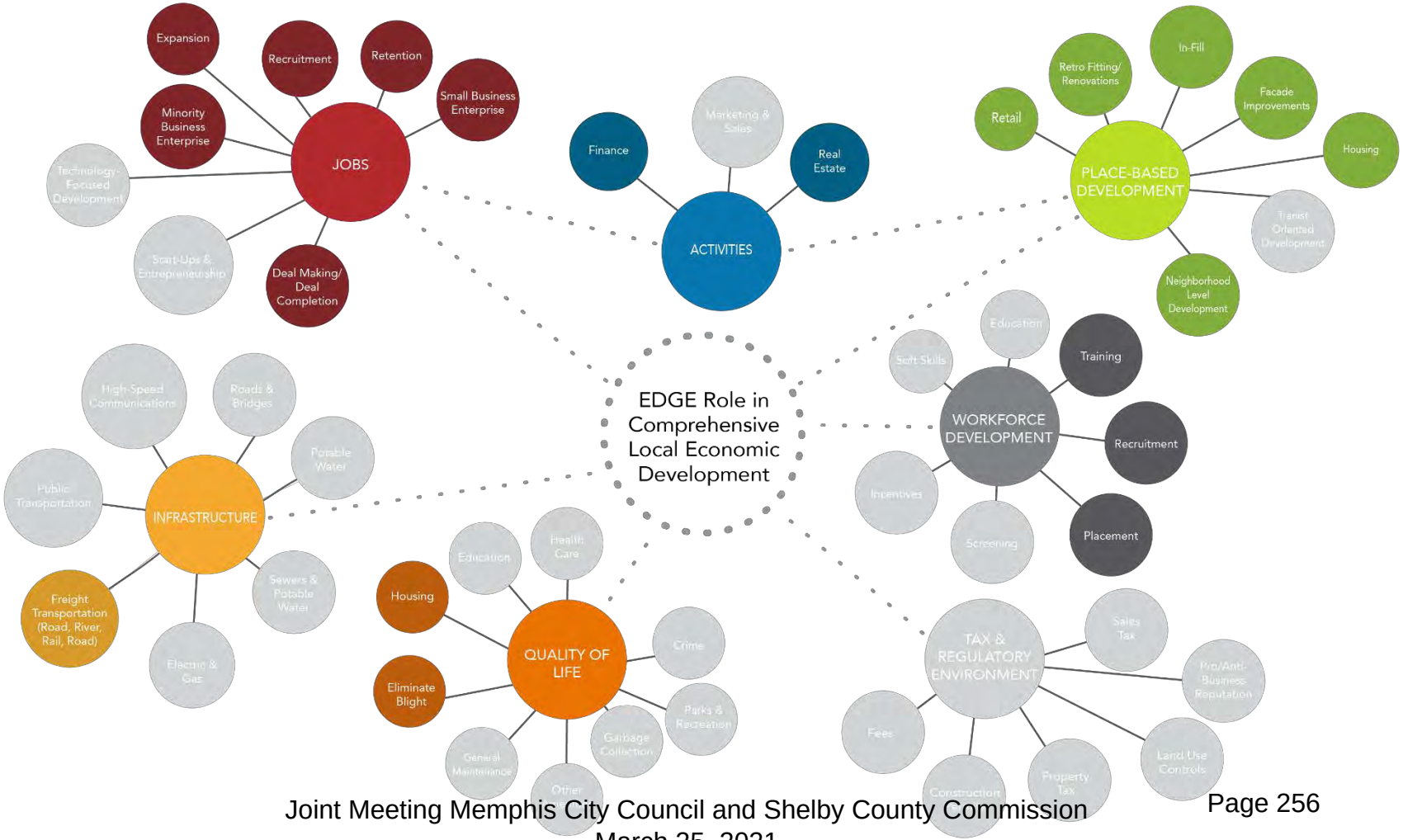


EDGE Programs

IMPACT AREAS




Comprehensive Local Economic Development
JOBS
Expansion
Recruitment
Retention
Small Business Enterprise
Minority Business Enterprise
Technology-Focused Development
Start-Ups & Entrepreneurship
Deal Making/ Deal Completion
ACTIVITIES
Finance
Marketing & Sales
Real Estate
PLACE-BASED DEVELOPMENT
Retail
Retro Fitting/ Renovations
In-Fill
Facade Improvements
Housing
Tranist Oriented Development
Neighborhood Level Development
WORKFORCE DEVELOPMENT
Education
Training
Soft Skills
Recruitment
Incentives
Screening
Placement
INFRASTRUCTURE
High-Speed Communications
Roads & Bridges
Potable Water
Public Transportation
Freight Transportation (Road, River, Rail, Road)
Electric & Gas
Sewers & Potable Water
QUALITY OF LIFE
Education
Health Care
Housing
Crime
Eliminate Blight
Parks & Recreation
Garbage Collection
General Maintenance
Other
TAX & REGULATORY ENVIRONMENT
Sales Tax
Pro/Anti-Business Reputation
Fees
Land Use Controls
Property Tax
Construction


EDGE Role in Comprehensive Local Economic Development
JOBS
Expansion
Recruitment
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Small Business Enterprise
Minority Business Enterprise
Technology-Focused Development
Start-Ups & Entrepreneurship
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EDGE Approvals

2011 - Present

PILOTs
(Payment in Lieu of Taxes)

TIFs
(Tax Increment Financing)

Loans

Bonds

Grants

GENERATING:

Jobs:	37,758
Average Wage:	$64,993*
Capital Investment:	$6.4 Billion

*PILOTs only

PILOT Portfolio Performance

Active PILOTs as of 12.31.2019

2019	Jobs		Average Wage		Capital Investment		MWBE/LOSB	
	Committed	Achieved	Committed	Achieved	Committed	Achieved	Committed	Achieved
Total	24,234	30,624	$62,077	$74,022	$4,231,671,678	$4,935,883,232	$27,157,086	$72,486,466

EDGE Awards and Accolades

2013 — Good Jobs First
EDGE tied for the top organization for transparency in incentive disclosures

2013 — Rebuild Tennessee
Awarded by the Tennessee Development District Association & the Memphis Area Association of Governments for Paul Lowery Road Project

2014 — Southern Economic Development Council
Superior Award for EDGE Database and Merit Award for Regional Economic Development Website

2017 — Good Jobs First
EDGE again selected as one of the top 5 organizations for transparency in incentive disclosures

2018 — Council of Development Finance Agencies
Distinguished Development Finance Local Agency Award

2020 — Site Selection Magazine
Mac Conway Award for Excellence in Economic Development in recognition as one of the nation's top 20 economic development organizations

2020 — International Economic Development Council
Excellence in Economic Development Gold Award for NEED Grant Program

*Economic Development is defined as the efforts that seek to improve the **economic** well-being and quality of life for a community by which people become wealthier, healthier, better educated, and enjoy quality housing. Economic development activities include creating and/or retaining jobs and supporting or growing incomes and the tax base.*

Contextual facts that inform my recommendations:

We are currently experiencing a great national economy and a recent uptick in the local economy noted by $13.5BB invested in projects in the Memphis area. The Memphis MSA saw a reduction in poverty, dropping to the second poorest in the U.S. at 17.1% and 24.6 for just Memphis. Yet, based on the data available, the current growth isn't widespread. The area lags behind in job growth (2011 -2015). 43% of all workers earn less than $15 per hour, compared to 30% nationally. Between 2010 and 2017, Shelby County had a net population loss or migration of 32,751 people. The county has not had a major headquarters relocate here in nearly two decades. In fact, major U.S. corporate expansions and relocations are down 50% from 2000 - 2012. 72% is the share of national job growth that came from existing small to midsize firms, 2009 – 2014. African-American owned businesses in Shelby County are persistently less than one percent of total business receipts. The Memphis area is 253rd out of 274 cities ranked for economic inclusion.

Establish Shared Strategy

1. EDGE in collaboration with its partners are to agree upon and develop a comprehensive economic development strategy that includes target industries and sectors, priorities, and key activities, as well as the staff capacity and the strategic partners necessary to execute the strategy.
    a) A broader strategy – including workforce development, small business development, industrial and commercial corridor development, targeted "workforce" housing, and businesses recruitment and expansion.
    b) The new strategy aligns with Memphis 3.0 and Shelby County's economic development goals.
    c) The new strategy would be adopted by the Memphis City Council and the Shelby County Board of Commissioners.
    d) The Memphis Area Association of Governments is leveraged as an existing (yet underutilized) table for regional economic development partnership and collaboration.

Note: The new strategy should be an inclusive growth model. *Inclusive growth is an economic development approach that advances equitable opportunities for economic participants during economic growth with benefits incurred by every section of a society.*

Strengthen Governance with Mayoral Oversight

2. Both city and county mayors create an economic development ombudsman role to serve as the official representative of the mayors on the EDGE board. These individuals will have a voting seat on the EDGE board of directors.

3. Current EDGE bylaws should be amended to allow the City Council and Shelby County Board of Commissioner's EDGE board members to vote.

4. Both city and county mayors should establish a threshold for tax abatements based on in-depth analysis as to know at what point there are diminishing returns given the number of existing abatements and available property to be abated. There are nine organizations that have the authority to abate taxes.

Roles and Responsibilities

5. EDGE, as the joint city and county quasi-government agency should serve as lead agency for economic development.
   By lead, EDGE should be the primary convener for the establishment of strategies, priorities, values, and coordination of economic development activities as well as maintain its role as the primary authority for delivering economic development incentives for Memphis and Shelby County.

6. As the lead economic development agency EDGE would have the following MOUs:
   - Memphis & Shelby County Division of Planning – ensure communication and alignment with Memphis 3.0 and Shelby County's growth goals.
   - Workforce Investment Network (WIN) – ensure communication and alignment with workforce growth by sector, skills needed, and number of skilled individuals needed for today and in the future.
   - City of Memphis, Division of Housing & Community Development – ensure communication and alignment with its housing and economic development activities.
   - EpiCenter, Mid-South Minority Business Continuum, City of Memphis Office of Business Diversity & Compliance, and a local Community Development Financial Institution – ensure communication and alignment with small and minority business development. (EDGE should revisit its agreement with the National Development Council, which outsources its SBA Loan Program – Impact Loan Program to a non-local entity)
   - Greater Memphis Chamber (The Chamber) - ensure entity plays a supportive role serving as the point of contact for market research as well as marketing and recruitment efforts of companies that align with the goals, priorities, values, targeted industries/sectors as outlined in the shared strategy.
   - Memphis Area Transit Authority – ensure communication and alignment on workforce transportation needs.

Note: *The Chamber should report to EDGE. EDGE, the Chamber, and other key partners should report to both mayors and the city council and county commission three times a year on the collective progress and results toward measureable goals.*

Build Organization Capacity

7. Increase staff capacity – After the new strategy and roles and responsibilities are established, EDGE should evaluate the optimum staff capacity required to deliver on various aspects of the strategy.

8. Establish Teams with partner organizations and government divisions to offset the lack of staff capacity; create working teams to ensure communication, collaboration, and alignment.
   Examples: Business Recruitment Expansion Team; Existing Business Acceleration Team; Real Estate & Core City Investment Team; Site and Brownfields Team; Inclusive Growth Team

Adequate Funding

9. Both Memphis and Shelby County Government should fund EDGE for increased staff capacity, marketing and recruitment (to contract with The Chamber), and accelerating existing business growth. This could be in the form of official fee-for-service contracts with each body.

10. Actively seek national and federal grant funding for innovative programs and strategic activities.

Expanded Suite of Tools

11. Increase usage of a wider range of tools and incentives such as TIFs, New Market Tax Credits, Brownfield Remediation, Opportunity Fund, and Bond Financing.

Conclusion

12. Let's seize the moment and not shrink in the face of our chance to be GREAT. The review of EDGE, with the current positive trend in the economy, along with our stark contextual facts present Memphis and Shelby County with a tremendous opportunity to act with a sense of urgency and boldness.

A Modern Functioning Economic Development Ecosystem

Memphis Mayor & Shelby County Mayor

Memphis City Council & Shelby County Commission

EDGE – Lead Economic Development Entity:

Empowered by government as the primary convener for the establishment for strategy, priorities, values, and coordination of economic development activities along with the primary authority for delivering economic development incentives for Memphis and Shelby County.

- **Existing Business & Small Business Development** – EpiCenter, Office of Business Diversity & Compliance, MMBC, CDFIs, EDGE, Multi-Bank Partnership
- **Workforce Development** – WIN, GMACW, Chamber, Office of Re-entry, Shelby Co. Schools
- **Business Recruitment & Expansion** – Chamber, EDGE, DMC, Div. of Planning, MAAG, HCD, MATA
- **Targeted Housing & Transportation** – HCD, Land Bank, Division of Planning, MATA, Innovate Memphis, Memphis & Shelby Co. Community Redevelopment Authority
- **Commercial & Industrial Corridor Development** – EDGE, Chamber, Division of Planning, HCD, CDFIs

Note: This compilation is not meant to be an exhaustive list of strategic partners.

The Honorable Mike Palazzolo
Mayor, City of Germantown
1920 S. Germantown Rd.
Germantown, TN 38138

March 23, 2021

Mark Billingsley
Chairman Emeritus
Shelby County Commission
Shelby County Government
Vasco A. Smith, Jr. County Administration Building
160 North Main Street, Suite 600
Memphis, TN 38103

Dear Chairman Emeritus Billingsley,

The Payment-In-Lieu-of-Tax (PILOT) Program has been selectively used as an economic development tool to recruit and grow target industries in the City of Germantown. The performance based program has provided benefit to the City and the local economy in the form of increased tax revenue, job creation/retention, and high caliber corporate citizens. The City appreciates the positive working relationship with the County Mayor's office and Economic Development Growth Engine (EDGE) in the implementation of the PILOT program, and places significant value on the continuation of this partnership and program for future economic success in the region. As such, we require participation with any development, modification, or changes with regard to economic entitlement tools and programs. Thank you for your attention to this matter. We look forward to our continued collaboration.

Sincerely,

Mike Palazzolo
Mayor, City of Germantown

Malcolm Baldrige National Quality Award
2019 Award Recipient

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