

GMSD Work Session
January 13, 2020 5:30 PM
Board Room, GMSD Office

1. Annual Policy Review / Revision
2. Updated 2019-20 School Fees and Activity Costs
3. Miscellaneous FY 2019-20 Budget Amendment # 16
4. 2020-2021 School Calendar Options
5. Amendment 2 to Professional Services Agreement with Evans, Taylor, Foster, and Childress Architects for Bathroom Renovations at GMSD Schools
6. Second Amendment to Option and Land Lease Agreement with Tower Ventures for the Relocation of Cell Phone Tower at Dogwood Elementary School
7. Further Business

Germantown Municipal School District

Monitoring: Review: Annually, in August	Descriptor Term: <h2 style="text-align: center;">Inter-District Open Enrollment</h2>	Descriptor Code: 6.2061	Issued Date: 09/16/19 01/13/20
		Rescinds: 6.2061	Issued: 12/18/18

1 The Germantown Municipal School Board understands the demand for a quality education and
 2 continuity of educational services. In an effort to allow open enrollment for current non-resident
 3 students and prospective students who live outside the Germantown Municipality, the Superintendent
 4 will set open enrollment guidelines based on the following priorities:

- 5 1. Germantown Municipal School District Employee’s children
- 6 2. Academy Students-
 - 7 a. **Honors Academy**- Those who have been accepted into the program as new students.
 - 8 b. **Leadership Academy Students**- Those who have been accepted into the program as
 - 9 new students.
 - 10 c. **Fine Arts Academy**- Those who have been accepted into the program as new students.
- 11 3. **City of Germantown employee’s children** and currently enrolled student(s) in a GMSD school
- 12 regardless of zone. Priority will be given based on the number of years the students have
- 13 attended Germantown schools.
- 14 4. Sibling(s) of Current GMSD student
- 15 ~~5. City Employee of Germantown who has a school aged child(ren) and prefers that they attend a~~
- 16 ~~GMSD school.~~
- 17 6. Non-resident children of Shelby County
- 18 7. Children of in state, out of county residents
- 19 8. Children of out of state residents
- 20
- 21 • The school system shall have the right to reject the application of any student who fails to
- 22 demonstrate a satisfactory academic and attendance record and who does not exhibit good
- 23 citizenship qualities. Students expelled or suspended from other schools shall not be accepted
- 24 without prior written approval by the Director of Schools.
- 25 • Intra-district transfers will be given first priority before inter-district transfers
- 26 ○ #2-8 will be granted.
- 27 • Applications will be made available for interested parties during the second semester of each
- 28 school year. Dates may vary yearly at a time set by the District Administration. There will be
- 29 at least a 30-day period between the announcement of Open Enrollment and the closing of the
- 30 Open Enrollment application period. Applications will be made available online and online
- 31 computer support will also be available at the District office. Grade bands will be evaluated
- 32 yearly to determine if programmatic capacity or staffing issues are evident for the following
- 33 school year.
- 34 • All applications need to be submitted on or before the designated conclusion of Open
- 35 Enrollment.

- 1 • Applications received on, or before the deadline, will be processed based on the priorities listed
2 above. If, in a certain priority level, there are more applicants than seats available, the seats will
3 be awarded through a lottery format. Applications received after the deadline will be placed on
4 a wait list until the start of the school year.
- 5 • Parent(s) or guardian(s) will be notified by on or before June 15th each year of their continued
6 transfer status based on Grades, Discipline and /or Attendance.
- 7 • Out-of-county students shall be charged an annual tuition. The Chief Financial Officer will
8 calculate the maximum amount allowed by law in accordance with T.C.A. 49-6-3003. Out-of-
9 county students that are children of employees of Germantown Municipal Schools shall be
10 exempt from tuition.
- 11 • Shelby County Students who are out of district may have tuition fees associated with their
12 enrollment as defined by the Germantown Municipal School Board. Tuition fees established by
13 the Board shall remain in effect until changed
- 14 • Transportation is not provided for any student that is granted an open enrollment transfer.
- 15 • Students who are participating in Open Enrollment (Inter-District Transfers) must maintain
16 acceptable behavior, attendance and academic standing. If behavior, attendance or academic
17 standing is not acceptable, the principal reserves the right to rescind the transfer at the end of
18 the school year and the student will return to his/her school of zoning for the following year.
19 The Superintendent, or his designee, has the authority to rescind or modify a transfer for
20 reasons other than those listed above.
- 21 • Such alternatives to the above qualifications as the Superintendent may find appropriate or
22 acceptable.

23 Contingencies that affect inter-district transfers include, but are not limited to, the following:

- 24 • The number of inter-district transfers per elementary or middle school shall not exceed 20% of
25 the school's preceding year's resident enrollment. For new schools, we will use projected
26 enrollments.
- 27 • Transfers are limited based on optimal learning capacity of the school
- 28 • The restrictions on a number of students in a program due to circumstances unique to that
29 specific program, or financial or operating conditions of the District.

30 The Superintendent, or his designee, will set procedures that support this policy.

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Germantown Municipal School District
School Fees - Requested Student Fees
2019-20 School Year

01.13.20

REQUESTED STUDENT FEES - Fees for a class/course which are part of a grade and/or credit course

School	REQUESTED Fees	Purpose	Course	Requester	Notes
Dogwood Elementary	\$35.00	ALEKS Math Program 3-5	Math 3-5	Williams	Voluntary Enrichment Program
Dogwood Elementary	\$25.00	Choir Fee	Honor Choir	Simons	Shirts, Music, Cd's
Dogwood Elementary	\$30.00	Instructional Fee	School Wide	Price	Consumable materials/computer programs/novels/AR
Dogwood Elementary	\$100.00	Orchestra Fee	5th	Short	This fee covers their 2 shirts, method book, buses for concert festival and field trips, NAFME membership dues, and miscellaneous supplies.
Dogwood Elementary	\$50.00	Perennial Math	4th and 5th	Williams	Covers competitions, practice material, t-shirts
Dogwood Elementary	\$100.00	Kindergarten Camp	K	Price	1 week Camp for incoming Kindergarten students
Farmington Elementary	\$100.00	Orchestra Fee	5th	Short	This fee covers their 2 shirts, method book, buses for concert festival and field trips, NAFME membership dues, and miscellaneous supplies.
Farmington Elementary	\$50.00	Perennial Math	3-5 selected students	Harlan	Competition entry fees, materials, t-shirts
Forest Hill Elementary	\$35.00	ALEKS	Gifted Program	Grow	Advanced Math Practice
Forest Hill Elementary	\$30.00	Instructional Fee	Schoolwide	Percoski	Consumable materials/computer programs/novels/AR
Forest Hill Elementary	\$50.00	Perennial Math	students	Grow	Math entry fees and materials for competition
Forest Hill Elementary	\$100.00	Orchestra Fee	5th	Smith	This fee covers their 2 shirts, method book, buses for concert festival and field trips, NAFME membership dues, and miscellaneous supplies.
Houston High	\$40.00	Advanced Film & Video	AdvFilm&Video	Hamilton	Batteries, CDs, memory sticks
Houston High	\$40.00	Film & Video 2	Film & Video 2	Hamilton	Materials and supplies
Houston High	\$50.00	Course Fee	All Students	All courses	Laptop insurance for 1:1 initiative
Houston High	\$96.00	Course Fee	All AP Courses	Varies	AP Registration/Exam
Houston High	\$35.00	Course Fee	Anat&Phys	M Smith	Lab fees
Houston High	\$35.00	Course Fee	Hon A & P	M Smith	Lab Fees
Houston High	\$15.00	Course Fee	DE A & P	M Smith	Lab Fees
Houston High	\$35.00	Course Fee	AP Bio	Phillips	Lab fees

Germantown Municipal School District
School Fees - Requested Student Fees
2019-20 School Year

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Houston High	\$35.00	Course Fee	AP Chem	Canady	Lab fees
Houston High	\$30.00	Course Fee	Art 1	Schulter	Materials and supplies
Houston High	\$122.00	Course Fee	Art 1 Honors	Schulter	Materials and supplies
Houston High	\$103.00	Course Fee	Art 2 Honors	Schulter	Materials and supplies
Houston High	\$135.00	Course Fee	Art 3	Schulter	Materials and supplies
Houston High	\$140.00	Course Fee	Art 3 Honors	Schulter	Materials and supplies
Houston High	\$30.00	Course Fee	Art 4	Schulter	Materials and supplies
Houston High	\$45.00	Course Fee	AP Art	Schulter	Materials and supplies
Houston High	\$725.00	Course Fee	Band	Taylor	Uniforms, instruments, repairs instruction, transportation, music, color guard, percussion
Houston High	\$35.00	Course Fee	Bio2 DE	Poole	Lab fees
Houston High	\$40.00	Course Fee	BioMed App	Mullings	Lab fees, trip fees
Houston High	\$40.00	Course Fee	Diagnostic Med	Mullings	Lab fees, trip fees
Houston High	\$10.00	Course Fee	Family Studies	Boggan	Activities, egg babies
Houston High	\$30.00	Course Fee	Fashion Design	DavisA	Sewing kits, patterns, fabric
Houston High	\$60.00	Course Fee	Health Sci Ed	Mullings	Lab fees, trip fees, scrubs, lab coats
Houston High	\$20.00	Course Fee	Human Services	Boggan	Sewing, cooking supplies, egg babies, activities
Houston High	\$5.00	Course Fee	Latin	Purcell/Simone	National Latin Exam fees
Houston High	\$40.00	Course Fee	Life Skills Lab	C. Jones	Supplies, activities, and materials
Houston High	\$15.00	Course Fee	Lifespan Development	Boggan	Supplies, activities, Baby maintenance
Houston High	\$15.00	Course Fee	Lifetime Wellness	Pendleton/McCarter/ Buford/Thomas	Uniform
Houston High	\$50.00	Course Fee	Nutrition	Snellenberger/Davis	Supplies and materials
Houston High	\$200.00	Course Fee	Orchestra	Kang	Uniforms, membership fees, music
Houston High	\$22.00	Course Fee	Spanish 3	Crotty	workbook
Houston High	\$35.00	Course Fee	STEM 1	Phillips/Minton	Supplies and equipment
Houston High	\$25.00	Course Fee	STEM 2	Minton	Supplies and equipment
Houston High	\$20.00	Course Fee	Teaching as Prof	Snellenberger	Workbook and portfolio supplies
Houston High	\$144.00	Course Fee	AP Capstone	Traverse/Robinson	AP Registration/Exam
Houston High	\$850.00	Course Fee	Indoor Color Guard - A	M. Taylor	Uniforms, instruments, repairs, music, transportation
Houston High	\$150.00	Course Fee	Indoor Color Guard - B	M. Taylor	Uniforms, instruments, repairs, music, transportation
Houston High	\$425.00	Course Fee	Indoor Drumline	M. Taylor	Uniforms, instruments, repairs, music, transportation
Houston High	\$40.00	Film & Video	Film & Video	Hamilton	Batteries, CDs, memory sticks
Houston High	\$9.00	Foreign Language Fair	German Honors	Penrod	Foreign Language Fair fees

Germantown Municipal School District
School Fees - Requested Student Fees
2019-20 School Year

01.13.20

Houston High	\$8.00	Foreign Language Fair	French classes	McClellan	Foreign Language Fair
Houston High	\$4.00	French National Contest	French Honors	McClellan	French National Contest
Houston High	\$6.00	National German Exam	German Honors	Penrod	National German Exam fees
Houston High	\$5.00	National Spanish Exam	Spanish Honors	Purcell/Ferryman	National Spanish Exam
Houston High	\$20.00	PSAT	PSAT	None	Cost of test and processing fee
Houston Middle	\$30.00	1:1 Blended Learning	All 7th & 8th grade	GMSD	iPad insurance for 1:1 initiative
Houston Middle	\$20.00	Art Fee	Art	Higginbotham	Paint, clay, canvases, poster print materials
Houston Middle	\$20.00	Graphic Art Fee	Art	Wroblewski	Premium card stock, mat boards, colored ink, ipad apps, general art supplies
Houston Middle	\$150.00	Band Fee	Band	Nesvick	WTSBOA fees, NAIME fee, festivals, travel, sub, instrumental material, instrument maintenance, tshirt
Houston Middle	\$75.00	Choir Fee	Choir	Moses	Polo shirts, sheet music, audition, accompanist, sub, professional organization dues
Houston Middle	\$70.00	Honor Choir-new	Chorus	Moses	Polo shirts, sheet music, audition, accompanist, sub, professional organization dues, venue space
Houston Middle	\$60.00	Honor Choir-returning	Chorus	Moses	Polo shirts, sheet music, audition, accompanist, sub, professional organization dues
Houston Middle	\$15.00	Instructional Fee	School-wide	Dias	Student incentives to support academic rigor and character development as part of the House System
Houston Middle	\$150.00	Orchestra Fee	Orchestra	Kang	WTSBOA membership, NAFME membership, GPAC rental fee, instrument maintenance, registration, method books, sheet music, polo/orchestra shirts, sub, music festivals, bus
Houston Middle	\$15 or \$30	PE uniform singles or set	PE school-wide	Cook/Day/Spurlock	Shorts, t-shirt
Riverdale Elementary	\$30.00	1:1 Blended Learning	All 7th & 8th grade	GMSD	iPad insurance for 1:1 initiative
Riverdale Elementary	\$20.00	Art Supplies/Clay	6th-8th	Sammons	Art Supplies for advanced art students
Riverdale Elementary	\$100.00	Orchestra Fee	5th	Short	field trips, NAFME membership dues, and miscellaneous supplies.
Riverdale Elementary	\$100.00	Orchestra Fee	6th-8th	Short	This fee covers their 2 shirts, method book, buses for concert festival and field trips, NAFME membership dues, and miscellaneous supplies.

Germantown Municipal School District

School Fees - Requested Student Fees

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Riverdale Elementary	\$50.00	Choir Fee	6th-8th	Caudle	Music/Supplies/T-shirt
Riverdale Elementary	\$150.00	Band Fee	6th-8th	Hopper	Music/Supplies/T-shirt
Riverdale Elementary	\$20.00	PE Uniform	5th-8th	Thompson	Required PE uniform for all 5th-8th grade students
Riverdale Elementary	\$50.00	1:1 Blended Learning-8th graders	8th	GMSD	Laptop insurance for 1:1 initiative

Germantown Municipal School District
School Fees - Activity Costs
2019-20 School Year

01.13.20

ACTIVITY COSTS - Costs for activities which occur outside the regular school day and are not part of a credited course

School	ACTIVITY COSTS	Purpose	Club/Athletic Team/Booster Club	Sponsor/Coach	Notes
Dogwood Elementary	\$65.00	Sports Club	3rd - 5th	Fredrick, Van Voorst	Meet fees, motivational items, trophies, banquet
Dogwood Elementary	\$30.00	Student Ambassadors	4th and 5th	Fitchpatric	T-shirts, meeting refreshments, parties
Dogwood Elementary	\$20.00	Spanish Club	3rd-5th	Van Voorst	t-shirt, other supplies
Dogwood Elementary	\$35.00	Safety Patrol	4th & 5th	Martin/Guntharp	Belts, badges, t-shirts, meeting refreshments, parties
Farmington Elementary	\$150.00	Costumes, uniforms, operations	Falcon Footlights (play)	Lowry	Participants will be asked to sell at least one advertisement
Farmington Elementary	\$150.00	Materials	FES 5K club	Deaton	Entrance into races and materials - uniforms, warm ups, water bottles, etc.
Forest Hill Elementary	\$25.00	Supplies	Choir	Simons	Shirts and Materials
Forest Hill Elementary	\$25.00	Supplies	Farmington Farmers	House	Gardening supplies and plants
Forest Hill Elementary	\$15.00	Supplies	Composting Club	Sullivan	Supplies to build compost bins
Houston High	\$250.00	Annual Dues	Basketball Boys	Leonard	Travel, equipment, supplies, miscellaneous
Houston High	\$250.00	Annual Dues	Basketball Girls	Moore	Travel, equipment, supplies, miscellaneous, officials
Houston High	\$160.00	Annual Dues	Bowling Boys	Schneider	Uniforms, entry fees, team gear, miscellaneous
Houston High	\$160.00	Annual Dues	Bowling Girls	Schneider	Uniforms, entry fees, team gear, miscellaneous
Houston High	\$250.00	Annual Dues	Cross Country Boys	Daniels	Team gear, greens fees
Houston High	\$250.00	Annual Dues	Cross Country Girls	Daniels	Team gear, greens fees
Houston High	\$650.00	Annual Dues	Football	J. Thomas	Travel, equipment, supplies, miscellaneous, officials
Houston High	\$395.00	Annual Dues	Golf Boys	Bell	Travel, equipment, supplies, gear, miscellaneous
Houston High	\$395.00	Annual Dues	Golf Girls	Bell	Travel, equipment, supplies, gear, miscellaneous
Houston High	\$600.00	Annual Dues	Soccer Girls	Wolff	Uniforms, entry fees, team gear, miscellaneous
Houston High	\$815.00	Annual Dues	Volleyball	Pendleton	Uniforms, entry fees, team gear, miscellaneous
Houston High	\$425.00	Annual Dues	Wrestling	B. McCarter	Entry fees, TSSAA weight management fees, travel, uniforms, miscellaneous
Houston High	\$4,500.00	Annual Dues Cheer	Cheer Black & Silver	Jones/Gray	Tumbling, uniforms, entry fees, instruction, travel, competition fees
Houston High	\$4,250.00	Annual Dues Cheer	Cheer Silver	Jones/Gray	Uniforms, entry fees, instruction, travel, competition fees
Houston High	\$4,700.00	Annual Dues Pom	Pom	H. Thomas	Uniforms, entry fees, instruction, travel, competition fees
Houston High	\$15.00 (underclass); \$20.00 (seniors)	Club Dues 30+	30 and Above	Traverse/Kinney/Kreitz	Tees, zoo trip, graduation cords

Germantown Municipal School District
School Fees - Activity Costs
2019-20 School Year

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Houston High	\$20.00	Club Dues Art Honors	Art Honor Society	Schulter	Dues, activities, supplies, materials
Houston High	\$25.00	Club Dues Badminton	Badminton Club	Minton	Tees, equipment, and supplies
Houston High	\$25.00	Club Dues Beautifully Unique	Beautifully Unique	Fisher	Tees & Activities
Houston High	\$25.00	Club Dues Best Buddies	Best Buddies	C. Jones	Membership fees
Houston High	\$40.00	Club Dues BETA	BETA	Crowe/Plaisance	National membership, honor cords
Houston High	\$10.00	Club Dues Book	Book Club	Wilder/Underwood	Activities, materials
Houston High	\$15.00	Club Dues Chess	Chess	Claude Jones	Materials, tees
Houston High	\$50.00	Club Dues Cyber	Cyber Patriot	Brommer	Registration fees, competitions, competition expenses
Houston High	\$25.00	Club Dues Debate	Debate	McKinney	Membership fees
Houston High	\$35.00	Club Dues DECA	DECA	Boyer	Membership dues
Houston High	\$25.00	Club Dues DECA	DECA	Boyer	Regional competition
Houston High	125.00 (plus hotel costs)	Club Dues DECA	DECA	Boyer	State competition
Houston High	195.00 (plus hotel costs)	Club Dues DECA	DECA	Boyer	National competition
Houston High	\$30.00	Club Dues FBLA	FBLA	TBD	Local, state competitions
Houston High	\$15.00	Club Dues FCA	FCA	Perry	Tees, materials, activities
Houston High	\$30.00	Club Dues FCCLA	FCCLA	Davis/Boggan/Snellenger	Local and national dues, tees
Houston High	\$30.00	Club Dues FFA	FFA	Rose	Membership, dues
Houston High	\$25.00	Club Dues French	French Club	McClellan	Tees, supplies
Houston High	\$30.00	Club Dues Horizons	Horizons	H. Thomas	Tees, field day
Houston High	\$30.00	Club Dues HOSA	HOSA	Mullings	National & state membership dues, tees
Houston High	\$20.00	Club Dues International	International	Penrod	Tees, consumables, gift cards, Extravaganza, Project Grad
Houston High	\$25.00	Club Dues Key	Key Club	Flowers	Fees, activities, materials
Houston High	\$30.00	Club Dues Latin	Latin Club	Simone	Dues, National Latin Exam
Houston High	\$10.00	Club Dues Latin Honor	National Latin Honor Society	Simone	Supplies, honor cords
Houston High	\$20.00	Club Dues Mentors	Houston Mustang Mentors	Fisher	Tees, activities
Houston High	\$20.00	Club Dues Model UN	Model UN	TBD	Conference fees
Houston High	\$20.00	Club Dues MUT	Mu Alpha Theta	Reeder	Membership, honor cords
Houston High	\$30.00	Club Dues NHS	Nat'l Honor Society	Berry/Seboldt	Membership, honor cords, tees
Houston High	\$20.00	Club Dues RAK	RAK	Crotty	Monies used to randomly help people
Houston High	\$25.00	Club Dues RK	Rho Kappa	Robinson	Honor cords, lecture series
Houston High	\$20.00	Club Dues SADD	SADD	Fisher	Tees, activities, materials
Houston High	\$25.00	Club Dues SGA	SGA	Spain	Activities, supplies, materials
Houston High	\$25.00	Club Dues SJCRH	St. Jude Club	Elliott	Tees, activities, service project supplies
Houston High	\$20.00	Club Dues Skills	Computer Skills USA	Juneau/Uhiren/Houston	Activities, supplies, competitions
Houston High	\$35.00	Club Dues Spanish	Spanish Club	Stewardson	Membership, fees, activities & materials
Houston High	\$20.00	Club Dues Spanish Honor	Spanish Honor Society	Ferryman	National dues, induction expenses, Quia, supplies
Houston High	\$20.00	Club Dues Student Impact	Student Impact	Ryan	Dues, donations, tees
Houston High	\$775.00	Club Dues Trap	Trap	Stevens	Full membership, practice materials, competitions
Houston High	\$100.00	Club Dues TSA	TSA	Phillips	State and national dues/fees; competitions
Houston High	\$100.00	Club Dues VEX	VEX	Ducey	National fees and competitions

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Houston High	\$10.00	Club Fees	Folk Dancing	Penrod	Folk Dance Outfits
Houston High	\$25.00	Club Fees German	German Club	Penrod	Tees, gift cards, consumables, folk dance outfits
Houston High	\$20.00	Club Fees Knowledge Bowl	Knowledge Bowl	Poole/Kennon	Competition fees, tees
Houston High	\$10.00	Club Science	Science Club	Canady	Activities, materials
Houston High	\$95.00	Course Fee	1st & 2nd 4-hour DE course	Varied/Akey	University tuition
Houston High	\$98.00	Course Fee	3rd 3-hour DE course	Varied/Akey	University tuition
Houston High	\$195.00	Course Fee	3rd 4-hour DE course	Varied/Akey	University tuition
Houston High	\$298.00	Course Fee	4th 3-hour DE course	Varied/Akey	University tuition
Houston High	\$364.00	Course Fee	4th+ 4-hour DE course	Varied/Akey	University tuition
Houston High	\$198.00	Course Fee	5th+ 3-hour DE course	Varied/Akey	University tuition
Houston High	\$110.00	Graduation Fee	12th Grade Students	Taylor	Costs associated with graduation
Houston High	\$20.00	Knowledge Bowl Fee	Knowledge Bowl	Poole	Competition fees
Houston High	\$5.00	Latin Fall Festivus	Latin Club	Simone	Latin Fall Festivus
Houston High	\$8.00	U of M Language Fair	Latin	Simone	Entry fee
Houston High	\$5.00	Optional Exam	Latin	Purcell/Simone	National Classical Etymology Exam fees
Houston High	\$5.00	Optional Exam	Latin	Purcell/Simone	National Classical Civilization Exam fees
Houston High	\$5.00	Optional Exam	Latin	Purcell/Simone	National Latin Vocabulary Exam fees
Houston High	\$5.00	Optional Exam	Mythology	Purcell/Simone	National Mythology Exam fees
Houston High	\$5.00	Optional Exam	Translation	Purcell/Simone	CAMWS Translation Contest fees
Houston High	\$25.00	Lit Mag Fee	Literary Magazine	Garrison	Materials for magazine/final product
Houston High	\$5.00	Locker Fee	Students Using Lockers	LeGault	Locker rental
Houston High	\$30.00	Membership, dues, tees	National Technical Honor Society	DavisA	National membership, induction services
Houston High	\$50.00	Parking Fee	Students Parking on Campus	Ross	Parking pass
Houston High	\$75.00	Reserved Parking Fee	Top GPA seniors (75)	Ross	Reserved parking pass
Houston High	\$250.00	TJCL Latin Convention	Latin Club	Simone	TJCL Convention fees
Houston High	\$200.00	Annual Dues	Choir	Moline	Women's Choir and Concert Choir
Houston High	\$500.00	Annual Dues	Choir	Moline	Fifth Measure and Dolce Bella
Houston High	\$18.00	Annual Dues	Tri-M (Music Honors)	Hagan	Membership and Initiation fes
Houston High	\$250.00	Annual Dues	Boys Track	Gibbs	Field maintenance, uniforms, equipment, officials
Houston High	\$250.00	Annual Dues	Girls Track	M. Thomas	Field maintenance, uniforms, equipment, officials
Houston High	\$325.00	Annual Dues	Boys Tennis	Benzing	Field maintenance, uniforms, equipment, officials
Houston High	\$325.00	Annual Dues	Girls Tennis	Benzing	Field maintenance, uniforms, equipment, officials
Houston High	\$150.00	Annual Dues	Baseball	McCarter	Field maintenance, uniforms, equipment, officials
Houston High	\$400.00	Annual Dues	Softball	C. Gibbs	Field maintenance, uniforms, equipment, officials
Houston High	\$100.00	Annual Dues	Boys Soccer	Wolff	Field maintenance, uniforms, equipment, officials
Houston Middle	\$25.00	Artfully	Club	Higginbotham	Club shirt, art materials, meeting snacks
Houston Middle	\$250.00	Basketball	Athletic Team	Lambert	Apparel package
Houston Middle	\$15.00	Battle of the Books	Club	Squires	Annual fee

Germantown Municipal School District
School Fees - Activity Costs
2019-20 School Year

01.13.20

Houston Middle	\$20.00	Best Buddies	Club	Little	Club shirt, game supplies
Houston Middle	\$25.00	Beta	Club	Lieske	Annual fee
Houston Middle	\$4,800.00	Cheer	Booster Club	Spurlock	Coaching fee, sponsor fee, camps, Pride tumbling, practice clothes, uniforms, bag, travel, Nationals airfare and Land Package
Houston Middle	\$50.00	Math Counts	Club	Davis	Competition fees
Houston Middle	\$25.00	NJHS	Club	Howell	Chapter dues, club shirt, reception supplies
Houston Middle	\$4,500.00	Pom	Booster Club	Washington	Coaching fee, sponsor fee, camps, uniforms, practice outfits, competition fees, National airfare, music
Riverdale Elementary	\$4,000.00	Cheer	Booster Club	Woolfolk	Coaching fee, sponsor fee, camps, Pride tumbling, practice clothes, uniforms, bag, travel, Nationals airfare and Land Package
Riverdale Elementary	\$20.00	Dues	NJHS	Young	Annual Dues-certificates/pins
Riverdale Elementary	\$15.00	Dues	Beta Club	Harbin	Dues
Riverdale Elementary	\$20.00	Fee	Kids Care	Padgett	T-shirt/supplies/pizza party
Riverdale Elementary	\$75.00	Fee	Riverdale Theatre	Moss	Participation fee for Spring Musical to help cover expenses
Riverdale Elementary	\$150.00	JV Basketball	6th/7th	Freeman	League Fees, shirt, awards/party
Riverdale Elementary	\$276.00	Girls Basketball	6-8th	Owsley	Warm up shirt, warmup pants/jacket, shoes, socks, and athletic bag
Riverdale Elementary	\$15.00	Glee Club	1-5th	Caudle	Shirt, decorations for show
Riverdale Elementary	\$100.00	Raider Theater	1-8th	Moss/Stevens	T-shirt, costumes, set, material
Riverdale Elementary	\$20.00	Production Club	5-8th	Moss/Stevens	T-shirt, materials
Riverdale Elementary	\$5.00	Riverdale Rocks	3-5th	Sutton	Paint, supplies
Riverdale Elementary	\$15.00	Intramural Club	4-6th	Huggins	Shirt, supplies
Riverdale Elementary	\$80.00	Cross Country	3-8th	Faught	MYA fees and supplies
Riverdale Elementary	\$75.00	Track	3-8th	Dodge	MYA fees, jersey
Riverdale Elementary	\$6.00	Junior Honors Academy	8th	Ward/Ponder	Optional shirt
Riverdale Elementary	\$25.00	Ambassadors	8th	Fisher	2 shirts
Riverdale Elementary	\$3.00	Pay It Forward Club	6-7th	Dodson/Curtis/Edens	Supplies, end of year party
Riverdale Elementary	\$140.00	Honors Choir	6-8th	Caudle	Shirt, music, festivals, busses, attire rental (trip is separate)
Riverdale Elementary	\$10.00	Girls Club	3-5th	Greenberg	Art supplies, snacks
Riverdale Elementary	\$255.00	Swim Team	6-8th	Fristick	League Fees, shirt, cap, t-shirt, Germantown Athletic Club use
Riverdale Elementary	\$255.00	Soccer	6-8th	Lawton	Equipment, uniforms and fees
Riverdale Elementary	\$150.00	Band Dues	6-8th	Hopper	2 shirts, music tutors, instruments, during school travel, music
Riverdale Elementary	\$220.00	Golf	6-8th	Young/Byrd	Equipment, uniforms and fees
Riverdale Elementary	\$500.00	Volleyball A/B teams	6th-8th	Carlyle	Equipment, uniforms and fees
Riverdale Elementary	\$300.00	Volleyball Blue and Gray Team	6th-8th	Carlyle	Equipment, uniforms and fees
Riverdale Elementary	\$85.00	Tennis	6th-8th	Darder	Uniforms and fees
Riverdale Elementary	\$950.00	Trap	6th-8th	Edens	Equipment, uniforms and fees



Germantown Municipal School District Budget Amendment

Fiscal Year: 2019 - 2020

Amendment # 16

GMSD Acct #	GMSD Acct	Original Budget	Approved Changes	Requested Changes	Amended Budget
177-44990	County Commission Revenues - Capital Projects	1,300,000	-	574,863	1,874,863
177-39000	Reserves	1,000,000	-	1,315,151	2,315,151
177-91300-707	Building Improvements	2,200,000	-	1,990,014	4,190,014
177-49100	Bond proceeds - City of Germantown	2,350,000	-	2,100,000	4,450,000
177-91300-304	Architects	50,000	-	50,000	100,000
177-91300-706	Building construction - FHES	2,350,000	-	2,000,000	4,350,000

REASON FOR AMENDMENT:

To adjust appropriations for capital projects.

APPROVAL / DENIAL:

_____ Budget revision is approved effective _____.

_____ Budget revision is denied for the following reason(s):

_____ GMSD Board Chair _____ Date

_____ GMSD Superintendent _____ Date

AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 25th day of September in the year 2018
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Germantown Municipal School District
6685 Poplar Avenue, Suite 202
Germantown, TN 38138
Voice: 901.752.7906
Fax: 901.757.6479

and the Architect:
(Name, legal status, address and other information)

Evans Taylor Foster Childress Architects, Professional Corporation
343 North Main Street
Memphis, TN 38103
Telephone Number: (901) 525-5344
Fax Number: (901) 525-5420

for the following Project:
(Name, location and detailed description)

Germantown Municipal School District
Existing Toilet Renovations
ETFC Project Number: 21832

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1.

1.1.1 The initial work task is identified as an analysis of the Owner's proposed project scope of work including a preliminary construction budget estimate. Preliminary construction budget is \$1,000,000.00

(Paragraph deleted)

1.1.2 Upon completion of the Conceptual Scope Definition Phase, the Architect and the Owner shall reach an understanding of the resulting Project Scope of Work, Budget and Schedule Requirements. Based on the approved project requirements, the Architect shall develop a design and upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating the requirements for construction of the Project(s). The Architect shall assist the Owner in filing documents required for the approval of governmental authorities.

1.1.3 During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the contract between the Owner and Contractor. Generally, the Architect's Services during Construction include interpreting the Contract Documents, reviewing the Contractor's submittals, visiting the site, reviewing and certifying payments and reviewing nonconforming work.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

to be determined

.2 Substantial Completion date:

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to be determined

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

2.5.1.1 Architect shall maintain a policy of commercial general liability insurance with Policy Limits not less than \$1,000,000 each occurrence and \$2,000,000 aggregated for bodily injury and damage to property. Owner is to be included under such policy as additional insured to the extent of liability assumed by Architect, with coverage to be primary and not contributory with any such coverage maintained by Owner. The policy shall contain a severability of interests provision in favor of the additional insureds.

.2 Automobile Liability

2.5.2.1 Architect shall maintain automobile liability insurance covering all owned, rented, and non-owned vehicles operated by Architect with policy limits of not less than \$1,000,000 combined single limit and aggregate for bodily injury and property damage combined.

.3 Workers' Compensation

2.5.3.1 Architect shall provide required Workers' Compensation Insurance. Architect shall maintain coverage for employers' liability with a policy limit of not less than \$500,000.00.

.4 Professional Liability

2.5.4.1 Architect shall maintain professional errors and omissions liability insurance covering liability of Architect arising out of negligent acts, errors, or omissions in the rendering of the professional services to be provided under the Agreement in the amount of \$2,000,000 per claim and in the aggregate.

.5 As soon as practicable, on execution of this Agreement before commencing any performance under this Agreement, Architect shall deposit with Owner certificates of coverage in the amounts set forth above. The insurance policies described above shall be kept in force for the periods specified below: (a)

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comprehensive general liability insurance shall be kept in force until formal written acceptance of the work by Architect and Owner; (b) workers' compensation and employer's liability insurance shall be kept in force until formal written acceptance of the work by Architect and owner; (c) Architect's professional liability insurance shall be kept in force to two years after final payment for construction.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, plumbing, fire protection and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.4 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.5 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

(Paragraph deleted)

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

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§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work

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completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or,

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unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

Additional Services	Responsibility <i>(Architect, Owner or Not Provided)</i>	Location of Service Description <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
4.1.1 Landscaping	Architect	
<i>(Rows deleted)</i>		
4.1.2 Civil engineering	Architect	
<i>(Rows deleted)</i>		
4.1.3 Food Service Equipment Consulting	Architect	
<i>(Row deleted)</i>		
4.1.4 Hazardous Material Consultant	Architect	
4.1.5 Development of existing facility drawings	Architect	

(Paragraphs deleted)

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner’s written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner’s request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;
- .5 Preparing digital data for transmission to the Owner’s consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor’s submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor’s requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and

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- comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
 - .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
 - .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
 - .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 The Architect, as a representative of the Owner, shall visit the site at least once per week (or more when deemed necessary by Owner) to inspect the progress, quantity and quality of the portion of the work completed in order to become generally familiar with and to keep the Owner informed about the progress, quantity and quality of the work and to guard the owner against defects and deficiencies in the work. The Architect shall determine if the work is being performed in the manner indicated that the work, when fully completed, will be in accordance with the Contract Documents. The Architect shall reject work that does not conform to the Contract Documents, and the Architect shall require the Contractor to come into compliance with the Contract Documents. The Architect is required to attend all major pours and all major installations of equipment and systems.
- .3 two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within thirty (30) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. The Owner's representative is to be Josh Cathey, Chief of Operations.

§ 5.4 The Owner through the Architect shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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§ 5.5 The Owner through the Architect shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work; or
- .2 authorize rebidding or renegotiating of the Project within a reasonable time; or
- .3 terminate in accordance with Section 9.5; or
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

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ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 The parties shall endeavor to resolve any claim, dispute or other matter in question arising out of or related to this Agreement by mediation in accordance with Article 8.2. The mediation shall be a condition precedent to litigation arising out of any such claims, disputes or other matters in question. If the parties do not resolve a dispute through mediation pursuant to this section 8.2, the method of binding dispute resolution shall be litigation. The venue for any claims, disputes and other matters in question between the parties that are not resolved by mediation shall be in the court of appropriate jurisdiction in St. Francis County, Arkansas.

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[X] Litigation in a court of competent jurisdiction
(Paragraphs deleted)

§ 8.3 CONSOLIDATION OR JOINDER

§ 8.3.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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(Paragraph deleted)

§ 8.3.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of Germantown, Shelby County, Tennessee.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written

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consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 The Architect shall execute such certifications, as requested by Owner, which shall include but not be limited to certifications that the Architect has to the best of its knowledge, information and belief designed the Project in accordance with applicable building codes and to meet or exceed the design criteria as established by the Arkansas State Board of Education and the Arkansas Department of Education.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

§ 10.9 The Owner and Architect shall at all times have access to the work whenever it is in preparation or progress.

§ 10.10 Modifications to this agreement shall not be construed against the maker of the modifications. To the extent of conflicts between the Contract Documents, amendments shall prevail over original forms.

§ 10.11 Architect agrees to indemnify and hold harmless Owner and Owner's officers, directors, and employees, against claims against any of them for personal injury or wrongful death or property damages arising out of the negligence, act, error or omission to act under the performance of architect services or by negligence act, error or omission to act under the performance of any consultant to Architect in the execution or performance of this Agreement, except as covered herein.

§ 10.12 Architect shall keep accurate books of records and accounts in accordance with sound accounting principals of all expenditures made and all project costs, liabilities and obligations incurred under this agreement. These accounts shall be available on reasonable request to the Owner for examination and audit.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Compensation for the Conceptual Scope Definition Phase will be a lump sum amount of \$15,000.00.
- .2 Compensation for the Architectural/Engineering Basic Design Services will be a lump sum amount of \$70,000.00 based on a Project Budget of \$1,000,000.00. Compensation for basic design services shall include Consultant costs for structural, mechanical, plumbing, fire protection and electrical design services.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Paragraph deleted)

Compensation for the Additional Services provided will be based upon a lump sum fee to be determined at a later date once the Conceptual Design is complete and Budget Estimates established. Additional Services include Civil Engineering, Food Service Equipment Consulting, Landscape Architecture and Hazardous Material Consultant.

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§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

To be determined by mutual agreement between the Owner and Architect.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15 %),

§ 11.5 Compensation for each phase of services shall be as follows:

Schematic Design Phase	fifteen	percent (15	%)
Design Development Phase	twenty	percent (20	%)
Construction Documents Phase	forty	percent (40	%)
Bidding or Negotiation Phase	five	percent (5	%)
Construction Phase	twenty	percent (20	%)
<hr/>				
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

To be determined by mutual agreement between the Owner and the Architect.

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§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Authorized out-of-town travel and subsistence;
- .2 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 Printing, reproductions, plots, standard form documents;
- .4 Postage, handling and delivery;
- .5 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .6 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .7 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .8 Environmental Studies
- .9 Special Construction Testing and Inspection Services
- .10 Independent Construction Quality Observation Services
- .11 Off-Site Utility System Design

§ 11.8.2 For Reimbursable Expenses the compensation shall be the actual expenses incurred by the Architect and the Architect's consultants with a ten percent (10%) mark-up.

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§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

to be determined by mutual agreement between the Owner and Architect

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal National Prime rate prevailing from time to time at the principal place of business of the Architect in West Memphis, Arkansas. *(Insert rate of monthly or annual interest agreed upon.)*

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 11.11 There shall be no increase in compensation or expenses payable to Architect for work performed or expenses incurred due to the Architect's own fault or error. The parties agree that the Architect's compensation and/or expenses may be subject to a possible downward adjustment due to the own fault or error of Architect in the Architect's performance under this Agreement.

§ 11.12 Owner shall have no obligation to pay for any change in services performed in the absence of a written agreement signed by both parties.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2

(Paragraphs deleted)


ETFC Revised Proposal Letter dated September 25, 2018, attached as Exhibit "A."

This Agreement entered into as of the day and year first written above.

OWNER


(Signature)
 Jason Manuel, Superintendent

(Printed name and title)

ARCHITECT


(Signature)
 Michael Childress, AIA, Principal

(Printed name and title)

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EVANS TAYLOR FOSTER CHILDRESS ARCHITECTS

September 25, 2018

Mr. Josh Cathey, Chief of Operations

Germantown Municipal School District
6685 Poplar Avenue, Suite 202
Germantown, TN 38138

RE: Architectural/Engineering Design Fee Proposal - REVISED
Existing Toilet Renovations Project

Dear Mr. Cathey,

Responding to your request and per our meeting of September 12, 2018, we are pleased to submit our Architectural/Engineering Design Fee proposal for the referenced project.

A. Project Scope:

1. Project is to include toilet renovations at all of the District's five (5) schools. Scope of work would include cosmetic improvements including but not limited to design, tile, new fixtures, new stalls, and at some of the schools there would also be an ADA element.
2. Initial Project Budget for Phase 1 has been established as \$1,000,000.00.

B. Preliminary Development of Existing Drawings and Project Budget:

1. Conceptual Scope Definition Phase
 - a. Develop accurate current CAD Floor Plans of the existing building toilet areas involved in the total project as a basis for further Architectural development as well as for Architect's Engineering Consultants.
 - b. Establish a preliminary cost estimate for the project and meet with GMSD to determine actual Scope of Work for Phase 1.
 - c. Proposed Fee: \$15,000.00

C. Overview of Design Services:

1. Schematic Design Phase
 - a. Once the Phase 1 Scope of Work has been identified, prepare preliminary Proposed Floor Plans illustrating the intent and direction of the Phase 1 Project.
2. Design Development Phase
 - a. Prepare Design Development Documents consisting of further developed drawings to establish and describe the general size and character of the project.
3. Construction Document Phase
 - a. Prepare Architectural/Engineering Bid Documents in order for GMSD to obtain construction pricing for the Phase 1 Project.
 - b. Coordinate Documents (Drawings and Specifications) with other Engineering Design Consultants to include, but not limited to, Structural, Mechanical, Plumbing and Electrical Engineers.
 - c. Assist the Owner in the filing of the required documents for the approval of governmental authorities having jurisdiction over the project.
 - d. Assist the Owner with the Bidding and Contracts Phase of the Project.
4. Construction Phase
 - a. Provide periodic observation of the construction work for conformance to Architectural/Engineering Documents.
 - b. Review and certify Contractor's Pay Applications.
 - c. Review Contractor's Architectural/Engineering Shop Drawings, Product Data, Submittals and Samples.
 - d. Proposed Fee: \$70,000 plus \$2,500 in anticipated reimbursable costs



EVANS TAYLOR FOSTER CHILDRESS ■ ARCHITECTS

The above fee reflects our standard \$2,000,000.00 Professional Liability coverage. I trust this adequately responds to your request. We appreciate the opportunity to respond to this proposal and look forward to working with you on this project. If this fee proposal is accepted, we will draw up an Owner/Architect Contract to be executed by all parties prior to the commencement of any services being performed. If you have any questions or comments, please feel free to call or contact our office.

Regards,

Michael Childress, AIA, Principal
Ladd Garey, AIA, Principal



AIA® Document G802™ – 2007

Amendment to the Professional Services Agreement

Amendment Number: 001

TO: Mr. Josh Cathey, Chief of Operations

(Owner or Owner's Representative)

In accordance with the Agreement dated: 25 September 2018

BETWEEN the Owner:

(Name and address)

Germantown Municipal School District

6685 Poplar Avenue, Suite 202

Germantown, TN 38138

Voice: 901.752.7906

Fax: 901.757.6479

and the Architect:

(Name and address)

Evans Taylor Foster Childress Architects, Professional Corporation

343 North Main Street

Memphis, TN 38103

Telephone Number: (901) 525-5344

Fax Number: (901) 525-5420

for the Project:

(Name and address)

Germantown Municipal School District

Existing Toilet Renovations

ETFC Project Number: 21832

Authorization is requested

to proceed with Additional Services.

to incur additional Reimbursable Expenses.

As follows:

Renovate existing Locker Rooms / Offices into new Classrooms along with the removal of four (4) Portable Classroom Buildings and associated site work at Farmington Elementary.

The following adjustments shall be made to compensation and time.

(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:

Lump sum amount of Eleven Thousand and no/100 Dollars (\$11,000.00)

Time:

As soon as realistically possible

SUBMITTED BY:

Michael Childress
(Signature)

Michael Childress, Principapl
(Printed name and title)

1-31-2019
(Date)

AGREED TO:

Joshua Cathey
(Signature)

Josh Cathey, Chief of Operations
(Printed name and title)

2-1-2019
(Date)

DRAFT AIA® Document G802™ – 2007

Amendment to the Professional Services Agreement

Amendment Number: 002

TO: Mr. Josh Cathey, Chief of Operations

(Owner or Owner's Representative)

In accordance with the Agreement dated: 25 September 2018

BETWEEN the Owner:

(Name and address)

Germantown Municipal School District
6685 Poplar Avenue, Suite 202
Germantown, TN 38138
Voice: 901.752.7906
Fax: 901.757.6479

and the Architect:

(Name and address)

Evans Taylor Foster Childress Architects, Professional Corporation
343 North Main Street
Memphis, TN 38103
Telephone Number: (901) 525-5344
Fax Number: (901) 525-5420

for the Project:

(Name and address)

Germantown Municipal School District
Existing Toilet Renovations
ETFC Project Number: 21832

Authorization is requested

- [X] to proceed with Additional Services.
[] to incur additional Reimbursable Expenses.

As follows:

Provide construction documents for the renovation of Student Toilets at Houston High School, Houston Middle School, Riverdale Elementary and Farmington Elementary School. The total approximate construction cost is anticipated to be \$1,700,000.00. The Owner's budget for the project is \$1,000,000.00.

The following adjustments shall be made to compensation and time.

(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:

Lump sum amount of One Hundred Nineteen Thousand and no/100 Dollars (\$119,000.00). If the District elects not to move forward with any construction work over the initial \$1,000,000.00 budget the Architect's Fee will be reduced by the Construction Phase Amount (20%) of this portion of the Fee (maximum amount of \$9,800.00).

Time:

As soon as realistically possible



SUBMITTED BY:

AGREED TO:

(Signature)

Michael Childress, Principapl

(Printed name and title)

(Date)

(Signature)

Josh Cathey, Chief of Operations

(Printed name and title)

(Date)



OPTION AND LAND LEASE AGREEMENT

THIS Agreement is made and entered into this 1st day of October 2018, by and between Germantown Municipal School District., a local education agency of the State of Tennessee, hereinafter collectively called "Lessor" (whether one or more), whose address is 6685 Poplar Ave., Suite 202, Germantown, TN 38138, and TOWER ASSETS NEWCO IX LLC, a Delaware limited liability company whose address is 495 Tennessee Street, Ste. 152 Memphis, Tennessee 38103, hereinafter called "Lessee."

WITNESSETH:

Lessor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, and/or the covenants and agreements herein contained, does hereby option to lease and if exercised pursuant to the terms hereunder lease, let and demise unto Lessee, and Lessee does hereby rent and lease from Lessor, that certain tract or parcel of land situated in Shelby County, Tennessee, as more particularly described in Exhibit "A," attached hereto and made a part hereof by reference for all purposes (said land being hereinafter referred to as the "Leased Premises").

TO HAVE AND TO HOLD the said Leased Premises unto Lessee, its successors and assigns, subject to the terms and provisions hereinafter stated, for the term of years specified below.

A. OPTION

1. Commitment Deposit. In consideration of the sum of Three Thousand (\$3,000.00) Dollars (the "Commitment Deposit") for the initial three (3) year option period, to be paid by Lessee to Lessor upon Lessee's execution of this Agreement, Lessor grants to Lessee the right and option (the "Option") to use designated Premises in accordance with the terms set forth below. During the Option Period and during the Term of the Lease (if the Option is exercised), the Lessor shall not lease the Premises to any person or entity other than Lessee. The right and option (the "Option") to use designated premises is restricted to access for surveys, soil tests, or other evaluations, and subject to the following (a) receipt of at least seventy-two (72) hours advance notice to Lessor's designated agent; (b) Lessor's right to reschedule such activities to avoid interference with Lessor's use of its property; (c) Lessee's repair of any damages directly or indirectly caused by its activities; (d)

Lessee's indemnification of Lessor for any claims arising out of Lessee's evaluations or other activities, and (e) Lessee's inability to change zoning on Lessor's property without Lessor's consent.

2. Option Period. The Option shall be for a term of three (3) years from the date of this Agreement (the "Option Period"), which may be extended for a maximum of three (3) additional one (1) year periods. For each one (1) year extension, Lessee shall pay Lessor an additional sum of One Thousand (\$1,000) Dollars per one (1) year extension period. If Lessee fails to exercise the Option within the Option Period, the Option shall terminate, all rights and privileges granted under this Agreement shall be deemed completely surrendered, Lessor shall retain all money paid for the Option, and no additional money shall be payable by either party to the other, provided, however, that Lessee shall repair all damage caused by the removal of its facilities and will restore Lessor's property to its condition prior to execution of this Lease, ordinary wear and tear excepted.

3. Exercise of Option. Lessee shall exercise the Option by written notice to Lessor (the "Notice to Exercise Option"). On and after the date of such Notice to Exercise Option, this Agreement shall also constitute a lease agreement between Lessor and Lessee, which shall be deemed effective as of the Commencement Date (defined herein) on the following terms and conditions:

B. LEASE AGREEMENT

1. The Leased Premises are hereby leased to Lessee as a site for a communications tower ("Intended Use"). Lessee shall have the right to erect, construct, operate, maintain, repair and replace on the Leased Premises a communications tower and related communication equipment and facilities, together with such other equipment and facilities as may be necessary or convenient to Lessee's Intended Use of the Leased Premises, provided, however, that such use shall not interfere with Lessor's use of property.

2. It is recognized by Lessor that the use of the Leased Premises by Lessee will require certain incidental uses of the lands owned by Lessor adjacent to the Leased Premises. Accordingly, Lessor expressly grants and conveys to Lessee, its successors and assigns, the following non-exclusive easements on, over, across, along and upon the lands owned by Lessor adjacent and contiguous to the Leased Premises so long as such use does not materially or unreasonably interfere with Lessor's normal use of such adjoined or adjacent land: (i) an easement for ingress and egress (24 hours a day/7 days a week) to and from the Leased Premises for all purposes incident to this lease upon a minimum of seventy-two (72) hours notice to Lessor except in cases of a safety emergency, (ii) a landscape easement around the Leased Premises the width as required by the

Lessor JM Lessee 

applicable governmental authorities and (iii) an easement limited to thirty (30) feet in width to install, maintain, repair and operate telephone and electrical lines upon poles, conduits, fiber optics, and underground utility services (with such anchorage and appurtenances as may be necessary or convenient therefore) and transformers, where necessary, for the purpose of supplying electrical power, gas, water and telephone services to the Leased Premises (it being agreed that such easement for electrical, telephone and other communication lines and poles may be utilized by either a public power company, telephone company, cable or fiber optics company or by Lessee). In this regard, it is agreed that the easement herein granted to Lessee for the purpose of ingress and egress shall be limited to thirty (30) feet in width and that Lessee shall have the right to construct an all weather road on such easement and to place gates in Lessor's fences, if necessary; and as approved by Lessor provided, however, that Lessee shall also have the right to use (and to the extent reasonably feasible agrees to use) for such ingress and egress the existing private roads of Lessor and to improve the same as aforesaid but provided, further, that Lessee agrees to repair any damage caused to the existing roads of Lessor as a result of the use thereof by Lessee so as to place such roads of Lessor in as good or better condition as existed prior to the use thereof by Lessee. Lessee shall perform all repairs necessary or appropriate to keep the Leased Premises, any appurtenant rights-of-way or access to the Leased Premises in good and tenantable condition, reasonable wear and tear, damage by fire, the elements and other casualty excepted. In the event any public utility is unable or unwilling to use the above-described easements, Lessor hereby agrees to consider an additional right-of-way, in form satisfactory to Lessor (the "Revised Easement"). Lessor has no obligation to maintain, repair, or otherwise attend to such easements. Any such Access Easement may be recorded among the public records of Shelby County, Tennessee.

3. Lessee shall solely use the Leased Premises for the purpose of constructing, repairing, replacing, maintaining, and operating its Intended Use. All improvements constructed, installed, or removed by Lessee upon the Leased Premises shall be at Lessee's expense. Lessee may make such alterations of the Leased Premises as necessary for the construction of the Tower. The parties hereby acknowledge that the Tower to be constructed by Lessee on the Leased Premises shall be consistent with a monopine tower and in compliance with applicable code requirements.

Lessee shall have the sole obligation to obtain requisite governmental approvals with regard to any license, permit, or other approval necessary or needed by Lessee to construct, maintain, or operate the Tower on the Leased Premises. Lessor agrees to cooperate in connection with applications made by the Lessee to appropriate governmental authorities, to the extent the consent or approval of the Lessor is required during such application process, provided, however, that Lessor shall not be required to expend any money or other resources to do so. Additionally, no permit application shall be submitted in the name of the Lessor without prior written notice to Lessor and Lessor's express

Lessor JM Lessee N

written approval thereof, not to be unreasonably withheld, conditioned, or delayed. Lessee shall also be responsible for payment of all utilities and services for the Leased Premises during the term of the Lease.

4. Lessee shall insure that construction, operation, and/or use of the Tower and and of Lessor's property does not interfere with operation of the school's own radio, wireless, or electronic frequencies or the communication equipment of Lessor or of nearby property owners. Lessee shall immediately cease operation of the Tower and implement and necessary repairs or resolutions to prevent recurrence of such interference. Lessee shall be solely responsible for meeting all Federal Communications Commission requirements.

5. Lessee shall at all times protect and keep the "District's Property" free and clear of all mechanics or other liens, attachments, encumbrances, or claims arising out of Lessee's operation on the Leased Premises. Lessee shall not allow any waste to occur upon either the Leased Premises or adjacent property.

C. TERM

1. This lease shall be for a primary term of five (5) years commencing sixty (60) days after i) issuance of a building permit by Shelby County, Tennessee and ii) the date Lessee is authorized in writing by Lessor to commence construction of the tower ("Commencement Date") and ending on the fifth (5th) anniversary date of the Commencement Date ("Initial Term"); provided, however, that Lessee shall have the right and option to extend the term of this lease for seven (7) five-year periods ("Extension Period"). The first Extension Period shall commence on the fifth (5th) anniversary date of the Commencement Date. The second through the seventh Extension Period shall commence on the fifth (5th) anniversary of the prior Extension Period. The payment by Lessee to Lessor of rental for the first month of any Extension Period, in accordance with Paragraph 4(a) below, shall constitute the exercise by Lessee of its right and option to so extend the term of this lease for such Extension Period.

D. RENT

1. Rent for the Initial Term shall be Twenty-One Thousand and No/100 (\$21,000) per Lease Year, payable annually in advance to Lessor at Lessor's address as specified in Paragraph M, with the payment for the first Lease Year of the Initial Term to be made upon the Commencement Date, and thereafter due and payable on each anniversary of the Commencement Date in advance.

2. In the event that Lessee and Lessor elect to renew this Lease as provided in Paragraph C, Rent shall be paid annually during the Renewal Terms on or before the anniversary of the Commencement Date in accordance with the following schedule:

Renewal Term	Annual Rent
First Renewal Term:	\$24,150 per Lease Year
Second Renewal Term:	\$27,773 per Lease Year
Third Renewal Term:	\$31,939 per Lease Year
Fourth Renewal Term:	\$36,730 per Lease Year
Fifth Renewal Term:	\$42,240 per Lease Year
Sixth Renewal Term:	\$48,576 Per Lease Year
Seventh Renewal Term:	\$55,862 Per Lease year

3. Additional Rent: Lessee shall pay Lessor, as additional rent, 35% of the monthly rent revenue received from each wireless broadband telecommunications carrier (each referred to as a "Carrier"), whose equipment is installed on the tower after the second Carrier (i.e. the third and fourth Carriers attaching equipment) ("Additional Rent"). Such Additional Rent shall be paid to Lessor on the first business day of the month following the month Lessee has received rent from such Carrier and such carrier has installed its equipment on the tower. Partial monthly periods shall be prorated. Lessee shall have no obligation for payment to Lessor of such share of rental, license or similar payments if not actually received by Lessee. Lessee shall have sole discretion as to whether, and on what terms, to lease, license or otherwise allow occupancy of the Premises and there shall be no expressed or implied obligation for Lessee to do so. If any such Carrier's right of use expires or terminates for any reason and payment to Lessee of rental, license or similar payments ceases, Lessee shall no longer be obligated to pay the Additional Rent for such Carrier. Lessee may elect to pay Additional Rent electronically or by direct deposit methods (i.e. ACH). If such method is elected by Lessee, then Lessor shall provide Lessee, at Lessee's request, the necessary account information to facilitate such direct deposit or electronic payment to Lessor.

4. No change in ownership with respect to the Leased Premises or with respect to the rental payments provided for herein shall be effective or binding upon Lessee for any purpose until ten (10) days after the acquiring party shall have furnished Lessee by certified mail, return receipt requested, a copy duly certified by the appropriate public official, of the recorded instrument or instruments evidencing same. Any rental payment made prior to such notice and proof to Lessee of

any change of ownership shall be binding on any new owner, even though payment is made prior to the due date thereof.

5. Failure on the part of Lessee to make any rental payment hereunder on or before its due date shall give Lessor the right (following written notice and an opportunity to cure as provided below) to terminate this lease, which notice of termination shall be made in writing and shall be mailed or delivered to Lessee at the address specified above (or to any other address hereafter specified by Lessee). This lease and all rights of Lessee hereunder shall terminate ten (10) days after receipt by Lessee of such written notice of termination unless on or before the expiration of such ten (10) day period the Lessee shall pay to Lessor the rental then owing hereunder.

E. TAXES

1. It is understood and agreed that during the term of this lease Lessor shall pay all taxes, assessments or charges whatsoever which may be levied upon or assessed against the Leased Premises or any part thereof; provided, however, that any increase in such taxes, assessments or charges levied upon or assessed against the Leased Premises which are due solely to improvements placed on the Leased Premises by Lessee shall be paid by Lessee. In jurisdictions where towers are state assessed property, Lessee shall pay tax amounts associated with that assessment. Lessee shall be responsible for payment of all utilities and services for the Leased Premises.

F. CRIMINAL BACKGROUND CHECKS

1. Lessee shall comply with provisions of Tennessee Code Annotated § 49-5-413(d) by requiring a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee who may have direct contact with school children or who will come on or about school property when children are present. Lessee shall ensure that no employee shall come in direct contact with school children or enter the grounds of a school when children are present if the criminal history records check indicates that the employee has ever been convicted of any of the following offenses, or the same or similar offense in any jurisdiction, including convictions for the solicitation of, attempt to commit, conspiracy, or acting as an accessory to:

- (i) A sexual offense or a violent sexual offense as defined in Tenn. Code Ann. § 40-39-202;
- (ii) Any offense in Tenn. Code Ann., title 39, chapter 13;
- (iii) Tenn. Code Ann. §§ 39-14-301 and 39-14-302;

- (iv) Tenn. Code Ann. § 39-14-401 -- 39-14-404;
- (v) Tenn. Code Ann. §§ 39-15-401 and 39-15-402;
- (vi) Tenn. Code Ann. § 39-17-417;
- (vii) Tenn. Code Ann. § 39-17-1320; or
- (viii) Any other offense in Tenn. Code Ann., title 39, chapter 17, part 13.

G. CONDITIONS OF PERFORMANCE BY LESSEE

1. (a) Lessee's obligation to perform under this Lease shall be subject to and conditioned upon:

(i) Lessee securing appropriate approvals for Lessee's Intended Use of the Leased Premises from the Federal Communications Commission, the Federal Aviation Administration and any other federal, state or local regulatory authority, including the City of Germantown and Shelby County approval ("Approvals"), having jurisdiction over Lessee's proposed use of the Leased Premises. Lessee's inability to successfully satisfy these conditions or the occurrence of any other event which effectively prohibits Lessee's Intended Use of the Leased Premises shall relieve Lessee from any obligation to perform under this Lease;

(ii) Lessee shall have the right to obtain a title report commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Lessee, such title report shows any defects of title or any liens or encumbrances which adversely affect Lessee's use of the Leased Premises or Lessee's ability to obtain leasehold financing, Lessee shall have no obligation to perform under this Lease, provided, however, that Lessee shall repair all damage caused by the removal of its facilities and will restore Lessor's property to its condition prior to execution of this Lease, ordinary wear and tear excepted;

(iii) Lessee shall have the right to have the Leased Premises surveyed at Lessee's sole expense and to have soil borings and analysis tests run. In the event that any defects are shown by the survey or the soil analysis, which in the opinion of the Lessee, may adversely affect Lessee's use of the Leased Premises, Lessee shall have no obligation to perform under this Lease, provided, however, that Lessee shall repair all damage caused by the removal of its facilities and will restore Lessor's property to its condition prior to execution of this Lease, ordinary wear and tear excepted;

(iv) Lessee shall have the right to have an environmental audit of the Leased Premises performed at Lessee's sole expense by an environmental consulting firm of Lessee's choice.

If the environmental audit reveals that the Leased Premises is contaminated with hazardous materials, Lessee shall have no obligation to perform under this Lease. If after Lessee takes possession of the Leased Premises hazardous materials are discovered to exist on, under or beneath the Leased Premises, Lessee may terminate this Lease and Lessee shall owe no further duties, obligations or liability to Lessor, provided, however, that Lessee shall repair all damage caused by the removal of its facilities and will restore Lessor's property to its condition prior to execution of this Lease, ordinary wear and tear excepted; and

(v) Lessee agrees that it will comply with all federal, state, and local laws regarding hazardous materials and will indemnify Lessor from any claims arising from such hazardous material contamination caused by Lessee.

H. TERMINATION

1. Lessee may terminate this lease at any time by giving Lessor thirty (30) days prior written notice without further liability if Lessee does not obtain all Approvals required from any governmental authority or any easements required from Lessor or any third party for Lessee's Intended Use, or if any such Approval is canceled, expires or is withdrawn or terminated. If Lessee elects to terminate this Lease for any other reason, Lessee shall give Lessor thirty (30) days written notice and shall pay liquidated damages in the amount of twenty-five percent (25%) of the then-current annual rental amount. Upon termination, all prepaid rent will be retained by Lessor unless such termination is a result of Lessor's default. Other than as stated in this Agreement, Lessor shall not have the right to terminate, revoke or cancel this Lease Agreement.

2. In the event of the insolvency of Lessee, or the adjudication of Lessee as bankrupt, voluntary or involuntary, or in the event of a partial or general assignment for the benefit of a creditor or creditors by Lessee, or in the event Lessee should be successfully proceeded against in any general creditor's bill, or in the event Lessee makes an offer in or out of court for the compromise of Lessee's debts, or any substantial part thereof, by reduction in amount or in preference or security or by postponement of payment date or dates or in the event any court proceedings are instituted by, for or against Lessee in contemplation of any such offer, Lessor shall have the right and privilege to immediately terminate this lease and, to the extent allowed by law, declare the then remaining unpaid balance of the rent to be paid by Lessee to Lessor during the term hereof immediately due and payable. All other obligations of Lessee upon termination of Lease shall continue.

I. ASSIGNMENT OR SUBLEASE; REMOVAL OF LESSEE'S PROPERTY

1. Without Lessor's consent, Lessee may assign this lease or sublet the Leased Premises in whole or in part to any person which is (a) in the same or a substantially similar business as Lessee or is otherwise licensed by the FCC to operate wireless communication facilities or systems, (b) is a parent, subsidiary or affiliate of Lessee or otherwise controls, is controlled by or is under common control with the Lessee, (c) purchases a majority or controlling interest in the ownership or assets of Lessee, (d) is merged or consolidated with Lessee, or (e) has a net worth equal to or greater than the net worth of Lessee as of the date of this Agreement. Lessee may not otherwise assign this Lease or sublet the Leased Premises in whole or in part without Lessor's prior written consent, not to be unreasonably withheld, conditioned or delayed upon written notification to Lessor of any permitted assignment of this lease by Lessee (together with a copy of such assignee's obligation hereunder), Lessor shall look solely to such assignee for the satisfaction of Lessee's obligations hereunder, and Lessee shall be released from any further obligations under the lease.

2. Additionally, Lessee may mortgage or grant a security interest in Lessee's leasehold estate under this Lease and any of Lessee's personal property, and may assign this Lease and any of Lessee's personal property to any such mortgagees or holders of security interests including their successors or assigns (hereinafter collectively referred to as "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Lessor shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Lessor agrees simultaneously to notify in writing Lessee and the Mortgagee of Lessee having first priority as to Lessee's leasehold interest and which has requested notice from Lessor of any default by Lessee and to give such Mortgagee the same right to cure any default as Lessee, except the cure period for any Mortgagee shall not be less than thirty (30) days after receipt of the default notice.

3. Lessee has the right at any time during any term of this lease to, and shall within a reasonable period, not to exceed 90 days after the termination of this Lease, dismantle and remove to two (2) feet below grade all property and improvements placed by Lessee on the Leased Premises or on the lands of Lessor adjacent and contiguous to the Leased Premises, regardless of the manner in which such property and improvements may be affixed thereto, provided, however, that Lessee shall repair all damage caused by the removal of its facilities and will restore Lessor's property to its condition prior to execution of this Lease, ordinary wear and tear excepted.

J. INDEMNIFICATION AND INSURANCE

1. Lessee agrees to compensate Lessor for damages and to indemnify and hold Lessor harmless from all claims, including costs and expenses in defending against such claims, including reasonable attorney's fees arising from the negligence or willful misconduct of Lessee or Lessee's agents or employees in or about the Leased Premise or arising from Lessee's default pursuant to this lease or breach of any representation or warranty made by Lessee under this lease. In addition, Lessee shall indemnify, defend, reimburse and hold harmless Lessor from and against any and all environmental damages arising from the presence of hazardous materials upon, about or beneath the Leased Premise, including radio frequency (RF) emissions in excess of applicable permitted federal levels and standards, arising in any manner whatsoever out of the violation of any environmental requirements pertaining to the Leased Premise and any activities therein, which conditions are a result of any act or omission of Lessee. The indemnities described in this section 10 shall survive termination of the lease.

2. Neither party shall be liable to the other under the terms of this lease for consequential or special damages. This paragraph shall not be deemed to limit or deny any remedies by which Lessee may have in the event of default by Lessor hereunder.

3. During the term of this lease and all Extension Periods, Lessee shall maintain, at its own expense, insurance covering claims for the following:

(a) Commercial General Liability Insurance in the amount of \$1,000,000 per occurrence. This must include Products/Completed Operations, Explosion/Collapse/Underground Coverage and Contractual Liability. The Germantown Municipal School District must be named Additional Insured using a CG 2010 (11/85) endorsement (or equivalent) and this must be noted on the Certificate of Insurance. The Insurance Company agrees to waive their right of Subrogation against the Germantown Municipal School District and this must be noted on the Certificate of Insurance.

(b) Auto Liability Insurance in the amount of \$1,000,000 Combined Single Limit. The Germantown Municipal School District must be named Additional Insured and the Insurance Company agrees to waive their Right of Subrogation against the Germantown Municipal School District and this must be noted on the Certificate of Insurance.

(c) Statutory Workers Compensation with Employers Liability- the Insurance Company agrees to waive their Right of Subrogation against the Germantown Municipal School District and this must be noted on the Certificate of Insurance.

Site Name: DOGWOOD

(d) Umbrella Liability in the amount of \$2,000,000 per occurrence- the terms and conditions of the Umbrella must conform to the primary insurance.

K. NOTICES

1. All notices pertaining to this lease by Lessee to Lessor shall be considered as duly delivered when mailed to Lessor at the address of Lessor specified below by certified mail, or by overnight carrier. All notices pertaining to this lease by Lessor to Lessee shall be considered as duly delivered when mailed to Lessee at the address of Lessee specified above by certified mail, or by overnight carrier. Either party may from time to time designate a different address for such party by written notice to the other party.

LESSOR: Jason Manuel, Superintendent
Germantown Municipal School District
6685 Poplar Ave. Ste. 202
Germantown, TN 38138

LESSEE: Tower Assets Newco IX LLC
495 Tennessee Street, Ste. 152
Memphis, TN 38103

L. DUE AUTHORIZATION

1. Lessor represents and warrants that Lessor has the full right and authority to execute this lease and to grant the estate herein demised and that Lessee, upon payment of the rent and performance of the terms, covenants and agreements contained herein, shall peaceably and quietly have, hold and enjoy the Leased Premises during the full term of this lease without hindrance or interruption by Lessor or any other person or persons whomsoever. Lessor agrees to compensate Lessee for damages and to indemnify and hold Lessee harmless from all claims, including costs and expenses in defending against such claims, including reasonable attorney's fees arising from Lessor's default pursuant to this Lease Agreement or breach of this representation and warranty made by Lessor under this Lease Agreement. The indemnities described in sections J and L shall survive termination of this Lease Agreement.

M. SHORT FORM MEMORANDUM

Lessor JM Lessee W

1. A short-form memorandum of this Lease Agreement, in the form set forth as Exhibit "B" may be recorded at Lessor or Lessee's option.

N. SUCCESSORS AND ASSIGNS

1. This lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This lease may be executed in counterparts and may be ratified by separate instrument referring hereto and shall be binding upon each party who executes or ratifies it without regard to whether it is executed or ratified by all those named herein as Lessor or whether such executing or ratifying party is named herein as a Lessor.

O. SUBORDINATION

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

P. ESTOPPEL AGREEMENT

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

Q. RIGHT OF FIRST REFUSAL

1. If Lessor elects to sell, lease, assign, grant an easement, or transfer all or any portion of, or interest in this Agreement or the Leased Premises, whether separate or as part of a larger parcel or Lessor's property, Lessee shall have the right of first refusal to meet any bona fide offer of sale, lease, assignment, grant of easement or transfer on the same terms and conditions of such offer, excluding those terms which are not imposed in good faith or which are designed to defeat the parties intent hereunder by imposing terms that require Lessee to share any part or all of Lessee's revenues, of any nature, generated from Lessee's use of the Leased Premises. If Lessee fails to meet such bona fide offer within thirty (30) days after written notice thereof from Lessor, Lessor may sell that property or portion thereof to such third person in accordance with the terms and conditions of the offer, which sale, lease, assignment, grant of easement or transfer shall be under and subject to this Lease and Lessee's rights hereunder. If Lessee fails or declines to exercise its right of first refusal as hereinabove provided, then this Lease shall continue in full force and effect, and Lessee's right of first refusal shall survive any such sale, lease, assignment, grant of easement, transfer, and conveyance and shall remain effective with respect to any subsequent offer to purchase all or any portion of, or interest in, this Agreement or the Leased Premises, whether separate or as part of a larger parcel of property; and if such bona fide offer of sale, lease, assignment, grant an easement or transfer is for, or includes, all or any portion of, or interest in, this Lease Agreement or Leased Premises in a transaction for less than all of the larger parcel of Lessor's property of which the Leased Premises is a part, then the number of Extension Periods as set forth in Section 3 shall increase from seven (7) to twenty (20) upon the execution of such transaction documents without any further action by Lessee.

R. CONFIDENTIALITY

1. Without the prior written consent of the Lessee, Lessor will not disclose, and will not permit its representatives to disclose, to any person other than its officers, directors and advisors who have a need to know any of the terms, conditions or other facts with respect to this Lease (other than information that is of public record), including the status thereof, except to the extent that Lessor has, prior to any such disclosure, determined in good faith upon advice of its legal counsel that such disclosure is required by applicable law.

S. AUDIT

1. Upon reasonable notice, Lessee shall permit Lessor or its duly authorized representatives, to enter Lessee's offices, during regular business hours, to interview employees and to inspect and/or copy Lessee's records and books of accounts together with any and all documents specifically pertaining hereto that may be kept, maintained or possessed by Lessee. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places.

T. NO OWNERSHIP INTEREST

1. This agreement is a lease that does not convey ownership interests of any kind to the Lessee.

U. ENTIRE AGREEMENT

1. This Lease and any attached exhibits signed or initialed by the parties constitute the entire agreement between Lessor and Lessee; no prior written or prior, contemporaneous or subsequent oral promises or representations shall be binding. This Lease shall not be amended or changed except by written instrument signed by both parties hereto. Paragraph captions herein are for convenience only, and neither limit nor amplify the provisions of this Lease.

V. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be interpreted and controlled by the laws of the State of Tennessee. Should a dispute that requires legal resolution arise, it is agreed upon by Lessor and Lessee that litigation will take place in a court of competent jurisdiction in Shelby County, TN and both parties expressly consent to the jurisdiction of such Court in Shelby County, TN.

Site Name: DOGWOOD

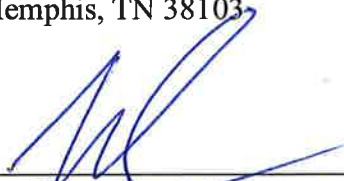
WITNESS the execution hereof as of the date first above written.

LESSEE:

TOWER ASSETS NEWCO IX LLC

495 Tennessee Street, Ste. 152

Memphis, TN 38103



William Orgel
Its: President

State of Tennessee
County of Shelby

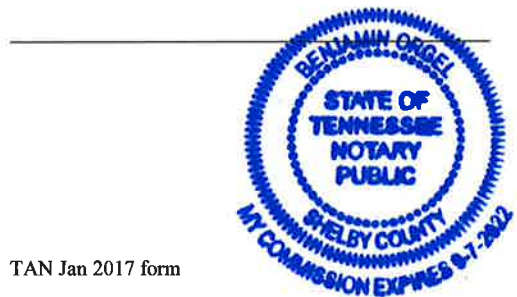
Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared William Orgel, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of TOWER ASSETS NEWCO IX LLC, a limited liability company, and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such officer.

Witness my hand, at office, this 28 day of September, 2018.



Notary Public

My Commission Expires:



Lessor JM Lessee [Signature]

Site Name: DOGWOOD

LESSOR:

Germantown Municipal School District, a local education agency of the State of Tennessee

6685 Poplar Ave., Suite 202

Germantown, TN 38138

By: [Signature]

Its: Superintendent

TAX ID/FEIN: 46-4230642

State of Tennessee
County of Shelby

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared _____, with whom I am personally acquainted, and who, upon oath, acknowledged herself/himself to be the _____ of _____, and that she/he executed the foregoing instrument for the purposes therein contained, by signing the name of the company by herself/himself as such officer.

Witness my hand, at office, this 1 day of Oct, 2018.

[Signature]
Notary Public

My Commission Expires:

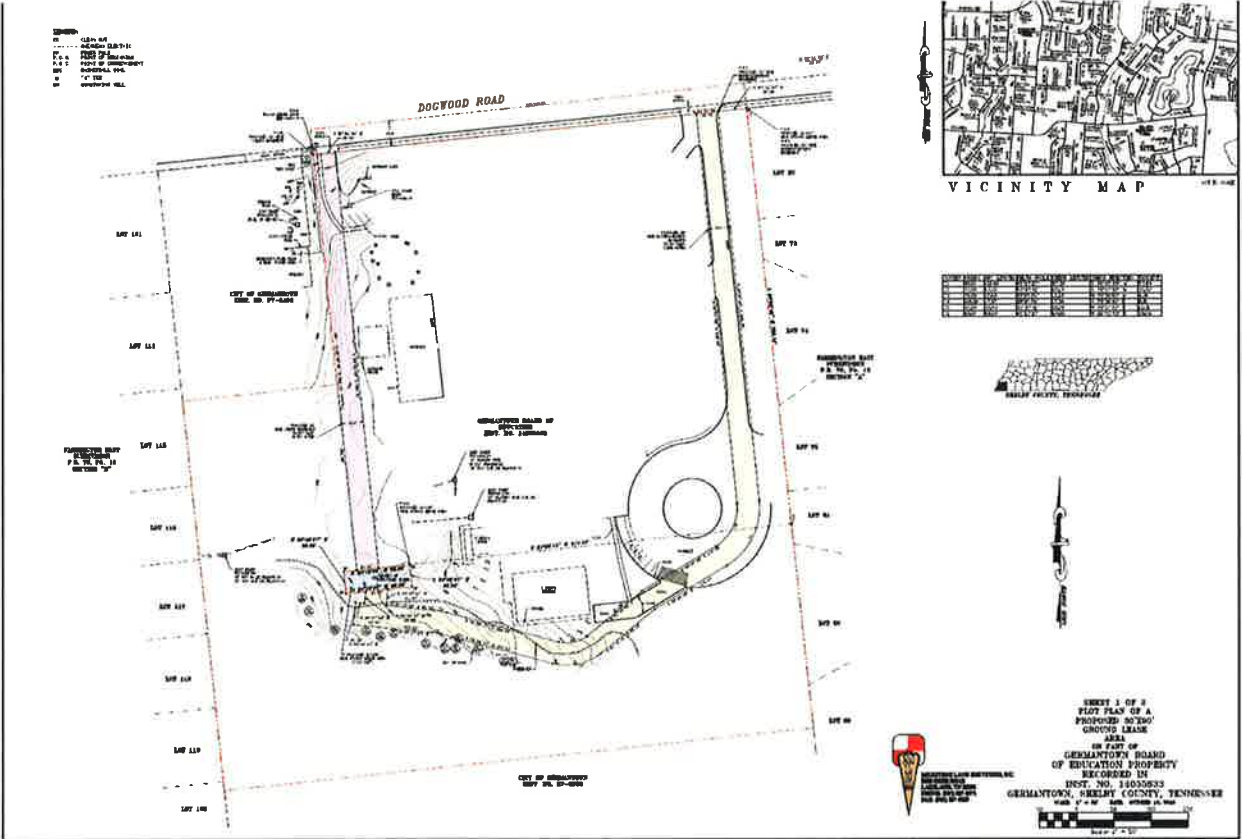
5-1-2022



Lessor JM Lessee [Signature]

EXHIBIT "A"

The Leased Premises is described and/or depicted as follows:



Lessor JM Lessee N



Lessor JM Lessee [Signature]

Description of a 90'x30' Wide Ground Lease Area on part of the Germantown Board of Education property recorded in Instrument No. 14055833 in Germantown, Shelby County, Tennessee:

Commencing at the intersection of the south line of Dogwood Road (34' from centerline) and the west line of Lot 65, Farmington East Subdivision recorded in Plat Book 70, Page 12, Section "A"; thence south 05 degrees 59 minutes 48 seconds east with the west line of said Lot 65 and the west line of Lot 73, Lot 74, Lot 75 and Lot 81 of said subdivision recorded in Plat Book 70, Page 12, 562.12 feet; thence south 84 degrees 00 minutes 12 seconds west across the Germantown Board of Education property recorded in Instrument No. 14055833, 517.47 feet to a set 1/2" rebar with plastic cap and the Point of Beginning; thence continuing across said property recorded in Instrument No. 14055833 the following calls: south 05 degrees 49 minutes 57 seconds east, 30.00 feet to a set 1/2" rebar with plastic cap; south 84 degrees 10 minutes 03 seconds west, 90.00 feet to a set 1/2" rebar with plastic cap; north 05 degrees 49 minutes 57 seconds west, 30.00 feet to a set 1/2" rebar with plastic cap; north 84 degrees 10 minutes 03 seconds east, 90.00 feet to the point of beginning and containing 2,700 square feet of land.

Description of a 30' Wide Ingress-Egress Easement on part of the Germantown Board of Education property recorded in Instrument No. 14055833 in Germantown, Shelby County, Tennessee:

Commencing at the intersection of the south line of Dogwood Road (34' from centerline) and the west line of Lot 65, Farmington East Subdivision recorded in Plat Book 70, Page 12, Section "A"; thence south 84 degrees 01 minutes 54 seconds west with the south line of said Dogwood Road, 39.09 feet to the Point of Beginning; thence southwardly and westwardly across the Germantown Board of Education property recorded in Instrument No. 14055833 the following calls: south 05 degrees 57 minutes 49 seconds east, 526.82 feet to a point of curvature; along a curve to the right having a radius of 90.00 feet, a delta angle of 65 degrees 27 minutes 17 seconds, a chord bearing of south 26 degrees 45 minutes 49 seconds west, a chord distance of 97.32 feet and an

arc distance of 102.82 feet to a point of tangency; south 59 degrees 29 minutes 28 seconds west, 115.41 feet; south 51 degrees 14 minutes 02 seconds west, 95.12 feet to a point of curvature; along a curve to the right having a radius of 72.00 feet, a delta angle of 53 degrees 47 minutes 41 seconds, a chord bearing of south 78 degrees 07 minutes 52 seconds west, a chord distance of 65.14 feet and an arc distance of 67.60 feet to a point of tangency; north 74 degrees 58 minutes 17 seconds west, 153.21 feet to a point of curvature; along a curve to the left having a radius of 78.00 feet, a delta angle of 09 degrees 19 minutes 26 seconds, a chord bearing of north 79 degrees 38 minutes 00 seconds west, a chord distance of 12.68 feet and an arc distance of 12.69 feet to a point of tangency; north 84 degrees 17 minutes 43 seconds west, 107.14 feet; north 05 degrees 42 minutes 17 seconds east, 30.00 feet; south 84 degrees 17 minutes 43 seconds east, 12.00 feet; north 05 degrees 42 minutes 17 seconds east, 15.85 feet to a point in the south line of the above described Proposed 90'x30' Wide Ground Lease Area; thence north 84 degrees 10 minutes 03 seconds east with the south line of said Proposed 90'x30' Wide Ground Lease Area, 30.62 feet; thence eastwardly and northwardly across said property recorded in Instrument No. 14055833 the following calls: south 05 degrees 42 minutes 17 seconds west, 21.97 feet; south 84 degrees 17 minutes 43 seconds east, 65.14 feet to a point of curvature; along a curve to the right having a radius of 108.00 feet, a delta angle of 09 degrees 19 minutes 26 seconds, a chord bearing of south 79 degrees 38 minutes 00 seconds east, a chord distance of 17.56 feet and an arc distance of 17.57 feet to a point of tangency; south 74 degrees 58 minutes 17 seconds east, 153.21 feet to a point of curvature; along a curve to the left having a radius of 42.00 feet, a delta angle of 53 degrees 47 minutes 41 seconds, a chord bearing of north 78 degrees 07 minutes 52 seconds east, a chord distance of 38.00 feet and an arc distance of 39.43 feet to a point of tangency; north 51 degrees 14 minutes 02 seconds east, 97.28 feet; north 59 degrees 29 minutes 28 seconds east, 117.58 feet to a point of curvature; along a curve to the left having a radius of 60.00 feet, a delta angle of 65 degrees 27 minutes 17 seconds, a chord bearing of north 26 degrees 45 minutes 49 seconds east, a chord distance of 64.88 feet and an arc distance of 68.54 feet to a point of tangency; north 05 degrees 57 minutes 49 seconds west, 526.82 feet to a point in the south line of said Dogwood Road; thence north 84 degrees 01 minutes 54 seconds east with the south line of said Dogwood Road, 30.00 feet to

Lessor  Lessee 

Site Name: DOGWOOD

the point of beginning and containing 35,193 square feet or 0.808 acres of land.

Description of a 30' Wide Utility Easement on part of the Germantown Board of Education property recorded in Instrument No. 14055833 in Germantown, Shelby County, Tennessee:

Beginning at the intersection of the south line of Dogwood Road (34' from centerline) and the east line of the City of Germantown property recorded in Instrument No. P7-6498; thence north 84 degrees 01 minutes 54 seconds east with the south line of said Dogwood Road, 30.00 feet; thence south 05 degrees 59 minutes 48 seconds east across the Germantown Board of Education property recorded in Instrument No. 14055833, 562.27 feet to a point in the north line of the above described Proposed 90'x30' Wide Ground Lease Area; thence south 84 degrees 10 minutes 03 seconds west with the north line of said above described Proposed 90'x30' Wide Ground Lease Area, 30.00 feet; thence north 05 degrees 59 minutes 48 seconds west across said property recorded in Instrument No. 14055833 and with the east line of said property recorded in Instrument No. P7-6498, 562.20 feet to the point of beginning and containing 16,867 square feet or 0.387 acres of land.

Setback of the Leased Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.

Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.

Width of the landscaping easement shall be the width required by the applicable governmental authorities.

Lessor JM Lessee N

Site Name: DOGWOOD

EXHIBIT "B"
Memorandum

Lessor JM Lessee N

After Recording Return to:
TOWER ASSETS NEWCO IX LLC
Attn: Jay Lindy
495 Tennessee Street, Ste. 152
Memphis, Tennessee 38103

MEMORANDUM OF OPTION AND LAND LEASE AGREEMENT

MEMORANDUM OF LAND LEASE AGREEMENT, dated October 1st, 2018 by and between Germantown Municipal School District (the "Lessor") and TOWER ASSETS NEWCO IX LLC, a Delaware limited liability company, ("Lessee") covering that certain premises located in the County of Shelby, State of Tennessee (the "Premises"), which tower site is more particularly described on Exhibit "A", attached hereto and made a part hereof by reference.

AGREEMENT

1. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor leases the Premises, together with all easements, rights, improvements and appurtenances thereto, to Lessee and Lessee leases the Premises from Lessor for the Terms and subject to the conditions contained in the Option and Land Lease Agreement dated October 1st, 2018 between Lessor and Lessee (the "Lease").
2. The terms, provisions, covenants, conditions and agreements set forth in the Lease are incorporated herein as if fully set forth.
3. Lessee has the exclusive right to operate a communications tower on the Premises.
4. The Initial Term of the Lease, once commenced, shall continue for a period of five (5) years. Lessee has the right to extend the Initial Term of the Lease by exercising 7 options of 5 years each.
5. If Lessor elects, during the Initial Term of any Extension Period, to grant to a third party by easement or other legal instrument an interest in that portion of the Property occupied by Lessee, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Lease Agreement to that third party, Lessee shall have the right of first refusal to meet the third-party offer of transfer on the same terms and conditions of that offer, excluding those terms which are not imposed in good faith or which are designed to defeat the parties intent hereunder by imposing terms that require LESSEE to share any part or all of Lessee's revenues, of any nature, generated from Lessee's use of the Leased Premises.
6. This Agreement is executed for recording purposes only and is not intended to be a summary of the Lease, and is subject to the terms of that the Lease. In the event of conflict between this Agreement and the Lease, the Lease shall control.
7. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, representatives, successors and assigns.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

LESSEE:

TOWER ASSETS NEWCO IX LLC

495 Tennessee Street, Ste. 152

Memphis, TN 38103



William Orgel
Its: President

State of Tennessee
County of Shelby

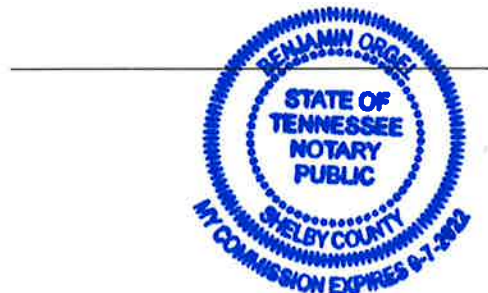
Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared William Orgel, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of TOWER ASSETS NEWCO IX LLC, a limited liability company, and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such officer.

Witness my hand, at office, this 28 day of September, 2018.



Notary Public

My Commission Expires:



LESSOR:

Germantown Municipal School District, a local education agency of the State of Tennessee

6685 Poplar Ave., Suite 202

Germantown, TN 38138

By: J. J. Marshall

Its: Superintendent

TAX ID/FEIN: 46-4230642

State of Tennessee

County of Shelby

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared _____, with whom I am personally acquainted, and who, upon oath, acknowledged herself/himself to be the _____ of _____, a _____, and that she/he executed the foregoing instrument for the purposes therein contained, by signing the name of the company by herself/himself as such officer.

Witness my hand, at office, this 1 day of Oct, 2018.

Chrystal Epps-Bean
Notary Public

My Commission Expires:
5-1-2022



Site Name: TN2735
Site No: Dogwood

After recording return to:
Tower Assets Newco IX LLC
Attn: Site Management
495 Tennessee Street, Suite 152
Memphis, TN 38103

Property Address:

AMENDMENT TO OPTION AND LAND LEASE AGREEMENT

This AMENDMENT TO LEASE AGREEMENT (the "Amendment") is made and entered into this 28 day of May, 2019, by and between Germantown Municipal School District, a local education agency of the State of Tennessee, whose address is 6685 Poplar Avenue, Suite 202, Germantown, TN 38138, hereinafter called "Lessor" and Tower Assets Newco IX LLC, a Delaware limited liability company, whose address is 495 Tennessee Street, Suite 152, Memphis, TN 38103, hereinafter called "Lessee."

WITNESSETH:

WHEREAS, Lessor and Lessee entered into that certain unrecorded Option and Land Lease Agreement dated October 1, 2018 (the "Lease");

WHEREAS, the Lease relates to certain real property located in, County of Shelby, State of Tennessee, more particularly described in Exhibit A to the Lease (the "Real Property"); and

WHEREAS, Lessor and Lessee deem it appropriate to amend the Lease as of the date first above written.

NOW THEREFORE, in consideration of the foregoing, Lessor and Lessee do hereby agree as follows:

1. Exhibit "A" to the Lease is hereby amended by substituting in its place Exhibit "A" to this Amendment to Option and Land Lease Agreement.
2. Except as amended hereby, all of the other terms, agreements and provisions of the Lease are hereby ratified and confirmed by Lessor and Lessee. This Amendment or a short-form memorandum of this Amendment may be recorded at Lessor or Lessee's option the office of the recorder of deeds for the county in which the Real Property is located. To the extent the Lease or a memorandum thereof has not previously been recorded, this Amendment shall constitute a "memorandum of lease" under applicable State law and may be recorded in the applicable public records. In the event of any inconsistencies between the Lease and this Amendment, the terms of this Amendment shall control. The Lease, as amended, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. Except as amended hereby, all of the capitalized terms used herein shall have the same meaning as contained in the Lease.

Site Name: TN2735
Site No: Dogwood

[Signature Pages to Follow.]

Site Name: TN2735
Site No: Dogwood

IN WITNESS WHEREOF, this Amendment has been executed as of the day and year first above written.

LESSEE:

Tower Assets Newco IX LLC
495 Tennessee Street, Suite 152
Memphis, TN 38103

By: 
William Orgel
Its: President

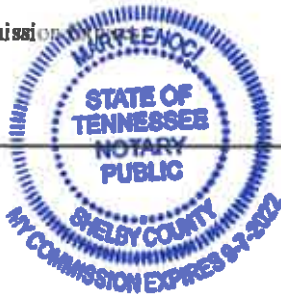
STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared William Orgel, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of Tower Assets Newco IX LLC, a limited liability company, and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such officer.

Witness my hand, at office, this 28 day of May, 2019.


Notary Public

My Commission



Site Name: TN2735
Site No: Dogwood

IN WITNESS WHEREOF, this Amendment has been executed as of the day and year first above written.

LESSOR:

Germantown Municipal School District, a local
education agency of the State of Tennessee
6685 Poplar Avenue, Suite 202
Germantown, TN 38138

By: *Jason Manuel*
Its: *Superintendent*

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared *Jason Manuel*, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the *Superintendent* of Germantown Municipal School District, a local education agency of the State of Tennessee, and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such officer.

Witness my hand, at office, this *28* day of *May*, 2019.

Christal Eggs-Benn
Notary Public

My Commission Expires: *5/1/2002*

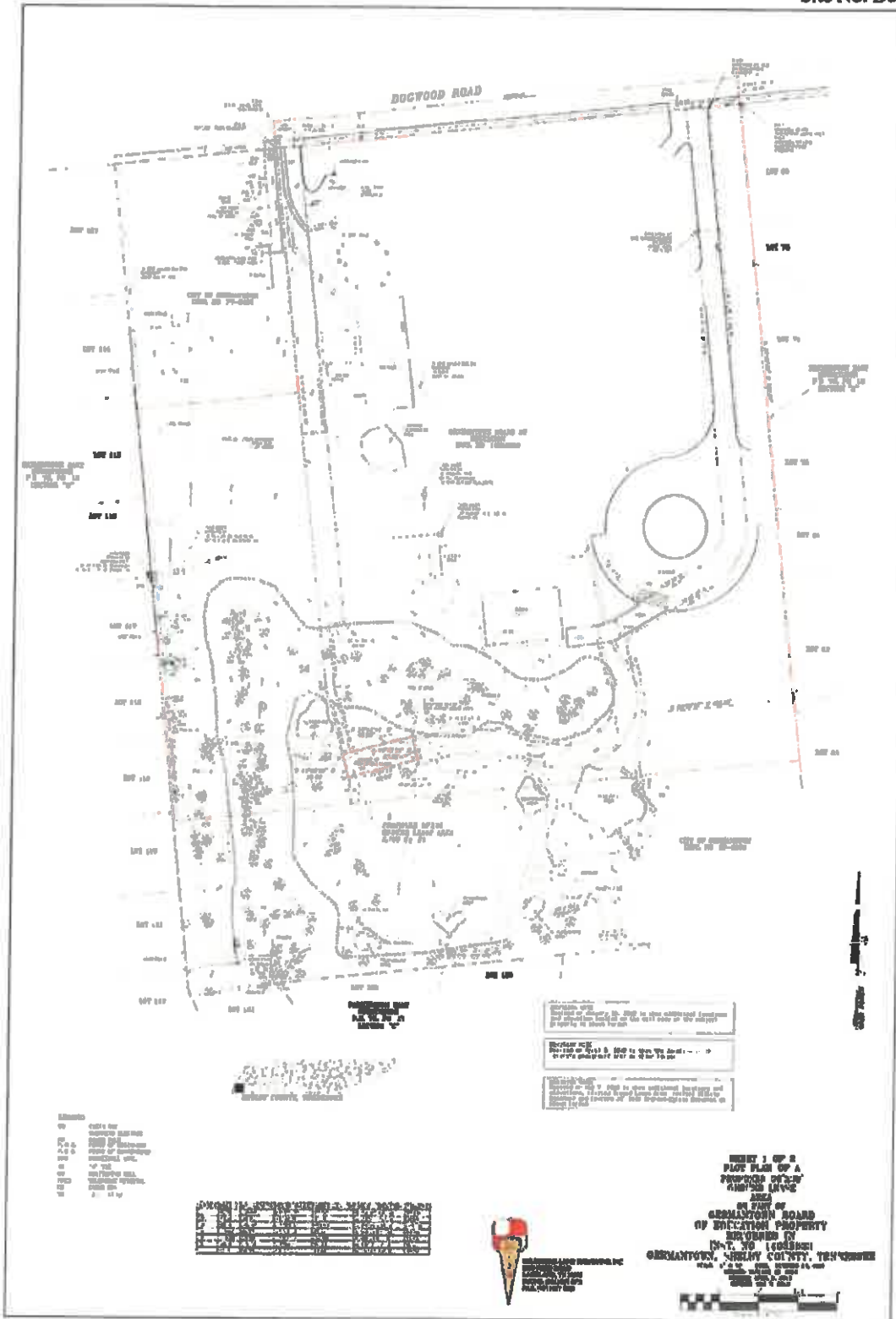


Site Name: TN2735
Site No: Dogwood

Exhibit "A"

The Leased Premises is described and/or depicted as follows:

Site Name: TN2735
 Site No: Dogwood



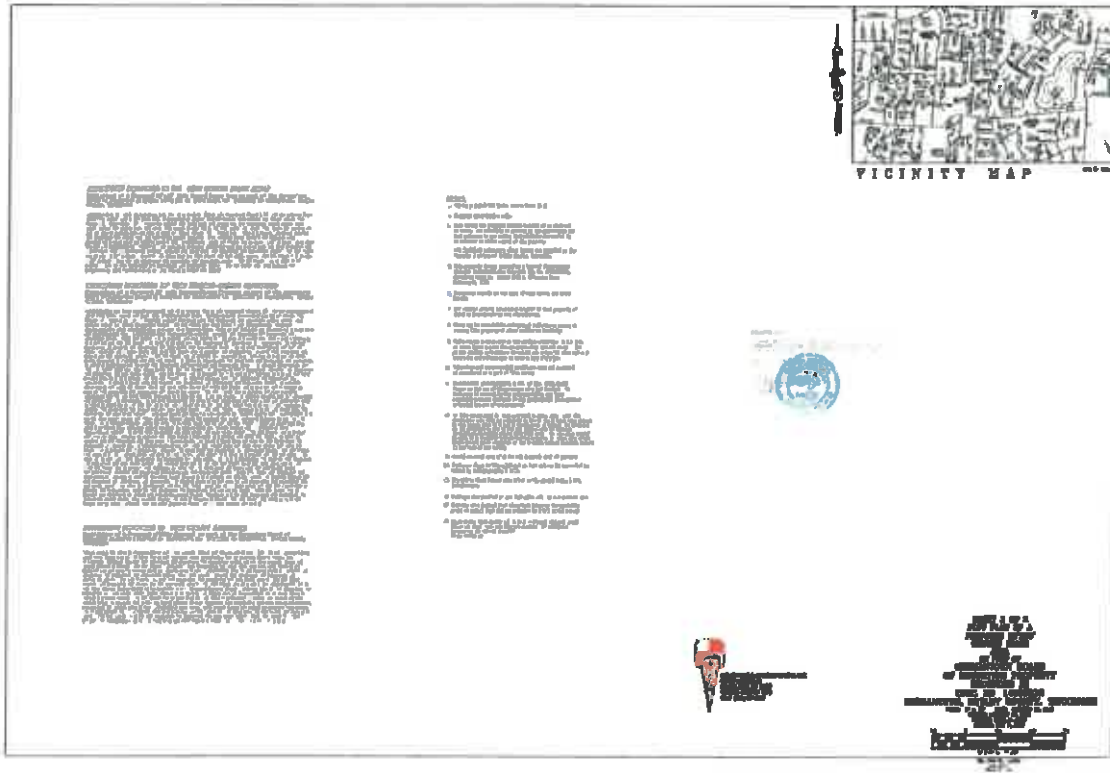
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PLATE 1 OF 2
PLAN OF A
TRUCK STOP
AND DRIVE
ON THE
PROPERTY
OF THE BOARD
OF EDUCATION
OF THE CITY
OF GERMANTOWN,
INDIANA
1978





CONSTRUCTION SPECIFICATIONS TO THE SITE GENERAL NOTES SHALL BE PROVIDED TO THE CONTRACTOR BY THE ARCHITECT PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL MAINTAIN A RECORD OF ALL CONSTRUCTION ACTIVITIES AND MATERIALS USED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL DEBRIS AND WASTE MATERIALS FROM THE SITE. THE CONTRACTOR SHALL MAINTAIN A RECORD OF ALL CONSTRUCTION ACTIVITIES AND MATERIALS USED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL DEBRIS AND WASTE MATERIALS FROM THE SITE.

- 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) HAZARDOUS MATERIALS HANDBOOK.
- 2. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL BUILDING DEPARTMENT.
- 3. ALL UTILITIES SHALL BE LOCATED AND MARKED PRIOR TO CONSTRUCTION.
- 4. ALL EXISTING UTILITIES SHALL BE PROTECTED AND DEEPER THAN THE NEW UTILITIES.
- 5. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) HAZARDOUS MATERIALS HANDBOOK.
- 6. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) HAZARDOUS MATERIALS HANDBOOK.
- 7. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) HAZARDOUS MATERIALS HANDBOOK.
- 8. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) HAZARDOUS MATERIALS HANDBOOK.
- 9. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) HAZARDOUS MATERIALS HANDBOOK.
- 10. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) HAZARDOUS MATERIALS HANDBOOK.



Site Name: TN2735
Site No: Dogwood



Site Name: TN2735
Site No: Dogwood

Description of a 90'x30' Wide Ground Lease Area on part of the Germantown Board of Education property recorded in Instrument No. 14055833 in Germantown, Shelby County, Tennessee:

Commencing at the intersection of the south line of Dogwood Road (34' from centerline) and the west line of Lot 65, Farmington East Subdivision recorded in Plat Book 70, Page 12, Section "A"; thence south 05 degrees 59 minutes 48 seconds east with the west line of said Lot 65 and the west line of Lot 73, Lot 74, Lot 75, Lot 81 and Lot 82 of said subdivision recorded in Plat Book 70, Page 12, 760.27 feet; thence south 84 degrees 00 minutes 12 seconds west across the Germantown Board of Education property recorded in Instrument No. 14055833, 488.27 feet to a set 1/2" rebar and the Point of Beginning; thence continuing across said property recorded in Instrument No. 14055833 the following calls: south 14 degrees 38 minutes 50 seconds east, 30.00 feet to a set 1/2" rebar; south 75 degrees 21 minutes 10 seconds west, 90.00 feet to a set 1/2" rebar; north 14 degrees 38 minutes 50 seconds west, 30.00 feet to a set 1/2" rebar; north 75 degrees 21 minutes 10 seconds east, 90.00 feet to the point of beginning and containing 2,700 square feet of land.

Description of a 30' Wide Ingress-Egress Easement on part of the Germantown Board of Education property recorded in Instrument No. 14055833 in Germantown, Shelby County, Tennessee:

Commencing at the intersection of the south line of Dogwood Road (34' from centerline) and the west line of Lot 65, Farmington East Subdivision recorded in Plat Book 70, Page 12, Section "A"; thence south 84 degrees 01 minutes 54 seconds west with the south line of said Dogwood Road, 39.09 feet to the Point of Beginning; thence southwardly and westwardly across the Germantown Board of Education property recorded in Instrument No. 14055833 the following calls: south 05 degrees 57 minutes 49 seconds east, 526.82 feet to a point of curvature; along a curve to the right having a radius of 90.00 feet, a delta angle of 65 degrees 27 minutes 17 seconds, a chord bearing of south 26 degrees 45 minutes 49 seconds west, a chord distance of 97.32 feet and an arc distance of 102.82 feet to a point of tangency; south 59 degrees 29 minutes 28 seconds west, 108.72 feet to a point of curvature; along a curve to the left having a radius of 25.00 feet, a delta angle of 74 degrees 08 minutes 06 seconds, a chord bearing of south 22 degrees 25 minutes 25 seconds west, a chord distance of 30.14 feet and an arc distance of 32.35 feet to a point of tangency; south 14 degrees 38 minutes 38 seconds east, 39.48 feet to a point of curvature; along a curve to the right having a radius of 88.00 feet, a delta angle of 117 degrees 50 minutes 01 seconds, a chord bearing of south 44 degrees 16 minutes 23 seconds west, a chord distance of 150.73 feet and an arc distance of 180.98 feet to a point of tangency; north 76 degrees 48 minutes 37 seconds west, 54.07 feet to a point of curvature; along a curve to the left having a radius of 179.00 feet, a delta angle of 27 degrees 50 minutes 13 seconds, a chord bearing of south 89 degrees 16 minutes 17 seconds west, a chord distance of 86.11 and an arc distance of 86.97 feet to a point of tangency; south 75 degrees 21

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minutes 10 seconds west, 31.28 feet; thence north 14 degrees 38 minutes 50 seconds west, across said property recorded in Instrument No. 14055833 and with the east line of the above described 90'x30' Ground Lease Area, 4.77 feet to a found rebar and on for a total distance of 30.00 feet; thence eastwardly and northwardly across said property recorded in Instrument No. 14055833 the following calls: north 75 degrees 21 minutes 10 seconds east, 31.28 feet to a point of curvature; along a curve to the right having a radius of 209.00 feet, a delta angle of 27 degrees 50 minutes 13 seconds, a chord bearing of north 89 degrees 16 minutes 17 seconds, a chord distance of 100.55 feet and an arc distance of 101.54 feet to a point of tangency; south 76 degrees 48 minutes 37 seconds east, 54.07 feet to a point of curvature; along a curve to the left having a radius of 58.00 feet, a delta angle of 117 degrees 50 minutes 01 seconds, a chord bearing of north 44 degrees 16 minutes 23 seconds east, a chord distance of 99.34 feet and an arc distance of 119.28 feet to a point of tangency; north 14 degrees 38 minutes 38 seconds west, 81.03 feet; north 59 degrees 29 minutes 28 seconds east, 150.27 feet to a point of curvature; along a curve to the left having a radius of 60.00 feet, a delta angle of 65 degrees 27 minutes 17 seconds, a chord bearing of north 26 degrees 45 minutes 49 seconds east, a chord distance of 64.88 feet and an arc distance of 68.54 feet to a point of tangency; north 05 degrees 57 minutes 49 seconds west, 526.82 feet to a point in the south line of said Dogwood Road; thence north 84 degrees 01 minutes 54 seconds east with the south line of said Dogwood Road, 30.00 feet to the point of beginning and containing 34,594 square feet or 0.794 acres of land.

Description of a Utility Easement on part of the Germantown Board of Education property recorded in Instrument No. 14055833 in Germantown, Shelby County, Tennessee:

Beginning at the intersection of the south line of Dogwood Road (34' from centerline) and the east line of the City of Germantown property recorded in Instrument No. P7-6498; thence north 84 degrees 01 minutes 54 seconds east with the south line of said Dogwood Road, 30.00 feet; thence southwardly across the Germantown Board of Education property recorded in Instrument No. 14055833 the following calls: south 05 degrees 59 minutes 48 seconds east, 607.69 feet; south 84 degrees 00 minutes 12 seconds west, 20.00 feet; south 05 degrees 59 minutes 48 seconds east, 83.92 feet; south 14 degrees 38 minutes 50 seconds east, 81.90 feet to a point in the north line of the above described 90'x30' Ground Lease Area; thence south 75 degrees 21 minutes 10 seconds west with the north line of said above described 90'x30' Ground Lease Area, 10.00 feet to a set rebar at the northwest corner of said above described 90'x30' Ground Lease Area; thence northwardly across said property recorded in Instrument No. 14055833 and with the east line of said property recorded in Instrument No. P7-6498 the following calls: north 14 degrees 38 minutes 50 seconds west, 82.66 feet; north 05 degrees 59 minutes 48 seconds west, 692.38 feet to the point of beginning and containing 19,897 square feet or 0.457 acres of land.

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After recording return to:
TVT I, LLC
Attn: Site Management
495 Tennessee Street, Suite 152
Memphis, TN 38103

SECOND AMENDMENT TO OPTION AND LAND LEASE AGREEMENT

This SECOND AMENDMENT TO LEASE AGREEMENT (the "Amendment") is made and entered into this ____ day of _____, 20__, by and between Germantown Municipal School District, a local education agency of the State of Tennessee, whose address is 6685 Poplar Avenue, Suite 202, Germantown, TN 38138, hereinafter called "Lessor" and TVT I, LLC, a Delaware limited liability company, whose address is 495 Tennessee Street, Suite 152, Memphis, TN 38103 (as successor in interest to Tower Assets Newco IX LLC), hereinafter called "Lessee."

W I T N E S S E T H:

WHEREAS, Lessor and Lessee entered into that certain unrecorded Option and Land Lease Agreement dated October 1, 2018 and into that certain unrecorded Amendment to Option and Land Lease Agreement dated May 28, 2019 (the "Lease");

WHEREAS, Lessee is successor in interest to Tower Assets Newco IX LLC by that certain unrecorded Assignment and Assumption of Ground Lease dated December 11, 2019 as part of a corporate level reorganization of Lessee's holding company;

WHEREAS, the Lease relates to certain real property located in, County of Shelby, State of Tennessee, more particularly described in Exhibit A to the Amendment to Option and Land Lease Agreement (the "Real Property"); and

WHEREAS, Lessor and Lessee deem it appropriate to amend the Lease as of the date first above written.

NOW THEREFORE, in consideration of the foregoing, Lessor and Lessee do hereby agree as follows:

1. Exhibit "A" to the Amendment to Option and Land Lease Agreement is hereby amended by substituting in its place Exhibit "A" to this Second Amendment to Option and Land Lease Agreement.
2. Except as amended hereby, all of the other terms, agreements and provisions of the Lease are hereby ratified and confirmed by Lessor and Lessee. This Amendment or a short-form memorandum of this Amendment may be recorded at Lessor or Lessee's option the office of the recorder of deeds for the county in which the Real Property is located. To the extent the Lease or a memorandum thereof has not previously been recorded, this Amendment shall constitute a "memorandum of lease" under

Site Name: Dogwood
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applicable State law and may be recorded in the applicable public records. In the event of any inconsistencies between the Lease and this Amendment, the terms of this Amendment shall control. The Lease, as amended, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. Except as amended hereby, all of the capitalized terms used herein shall have the same meaning as contained in the Lease.

[Signature Pages to Follow.]

Site Name: Dogwood
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IN WITNESS WHEREOF, this Amendment has been executed as of the day and year first above written.

LESSEE:

TVT I, LLC
495 Tennessee Street, Suite 152
Memphis, TN 38103

By: _____
William Orgel
Its: President

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared William Orgel, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of TVT I, LLC, a Delaware limited liability company, and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such officer.

Witness my hand, at office, this ____ day of _____, 20__.

Notary Public

Name of Notary Public: _____

My Commission Expires:

IN WITNESS WHEREOF, this Amendment has been executed as of the day and year first above written.

LESSOR:

Site Name: Dogwood
Site No: TN2735
Germantown Municipal School District, a
local education agency of the State of
Tennessee
6685 Poplar Avenue, Suite 202
Germantown, TN 38138

By: _____

Its: _____

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared _____, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the _____ of Germantown Municipal School District, a local education agency of the State of Tennessee, and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such officer.

Witness my hand, at office, this ____ day of _____, 20__.

Notary Public

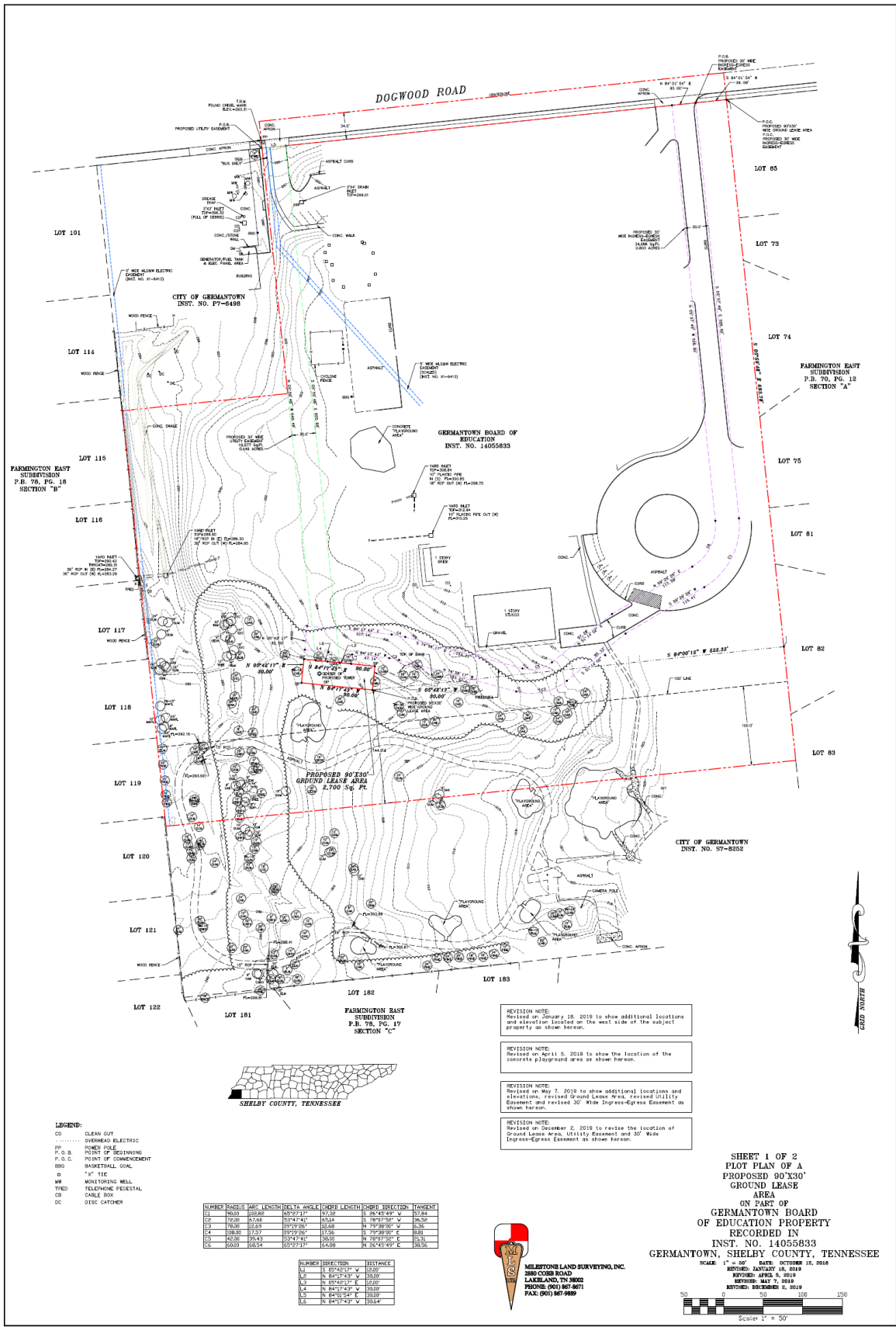
Name of Notary Public: _____

My Commission Expires:

Exhibit "A"

The Leased Premises is described and/or depicted as follows:

Site Name: Dogwood
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- LEGEND:**
- CO CLEAN CUT
 - OVERHEAD ELECTRIC
 - PP POWER POLE
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT
 - BSB BASKETBALL GOAL
 - Ø "X" TIE
 - WE WINDING WELL
 - TYED TELEPHONE PEDESTAL
 - CB CHAIR BOX
 - DC UTILITY CATCHER

NUMBER	BEARING	LENGTH	DELTA ANGLE	CURVED LENGTH	CURVED BEARING	MARKING
101	S 89°11'11" W	17.00	18	S 89°11'11" W	17.00	101
102	S 72°20'00" W	87.60	50°47'41"	65.14	S 78°01'50" W	26.50
103	S 76°20'00" W	10.00	18	S 76°20'00" W	10.00	103
104	S 88°30'00" W	17.00	18	S 88°30'00" W	17.00	104
105	S 89°11'11" W	17.00	18	S 89°11'11" W	17.00	105
106	S 89°11'11" W	17.00	18	S 89°11'11" W	17.00	106

NUMBER	SECTION	BEARING	DISTANCE
11	H	S 87°46'11" W	32.00
12	H	S 84°57'41" W	33.00
13	H	S 87°46'11" E	32.00
14	H	S 84°57'41" E	33.00
15	H	S 87°46'11" E	32.00
16	H	S 84°57'41" E	33.00

- REVISION NOTE:**
Revised on January 15, 2019 to show additional locations and elevation located on the west side of the subject property as shown herein.
- REVISION NOTE:**
Revised on August 5, 2019 to show the location of the concrete playground area as shown herein.
- REVISION NOTE:**
Revised on May 7, 2019 to show additional locations and elevations, revised Ground Lease Area, revised Utility Easement and revised 30' Wide Ingress-Egress Easement as shown herein.
- REVISION NOTE:**
Revised on December 2, 2019 to revise the location of Ground Lease Area, Utility Easement and 30' Wide Ingress-Egress Easement as shown herein.

MILBURN LAND SURVEYING, INC.
2880 CORN ROAD
LAKELAND, TN 38002
PHONE: (901) 887-8071
FAX: (901) 887-9889

SHEET 1 OF 2
PLOT PLAN OF A
PROPOSED 90'X30'
GROUND LEASE
AREA
ON PART OF
GERMANTOWN BOARD
OF EDUCATION PROPERTY
RECORDED IN
INST. NO. 1405833
GERMANTOWN, SHELBY COUNTY, TENNESSEE
SCALE: 1" = 50' DATE: OCTOBER 18, 2016
REVISION: JANUARY 15, 2019
REVISION: AUGUST 5, 2019
REVISION: MAY 7, 2019
REVISION: DECEMBER 2, 2019
NSD 208 706 10066
8/20/16-12-16
Drawn by: LA

Site Name: Dogwood
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Site Name: Dogwood
Site No: TN2735

Description of a 90'x30' Wide Ground Lease Area on part of the Germantown Board of Education property recorded in Instrument No. 14055833 in Germantown, Shelby County, Tennessee:

Commencing at the intersection of the south line of Dogwood Road (34' from centerline) and the west line of Lot 65, Farmington East Subdivision recorded in Plat Book 70, Page 12, Section "A"; thence south 05 degrees 59 minutes 48 seconds east with the west line of said Lot 65 and the west line of Lot 73, Lot 74, Lot 75, Lot 81 and Lot 82 of said subdivision recorded in Plat Book 70, Page 12, 693.78 feet; thence south 84 degrees 00 minutes 12 seconds west across the Germantown Board of Education property recorded in Instrument No. 14055833, 522.32 feet to a set 1/2" rebar and the Point of Beginning; thence continuing across said property recorded in Instrument No. 14055833 the following calls: south 05 degrees 42 minutes 17 seconds west, 30.00 feet to a set 1/2" rebar; north 84 degrees 17 minutes 43 seconds west, 90.00 feet to a set 1/2" rebar; north 05 degrees 42 minutes 17 seconds east, 30.00 feet to a set 1/2" rebar; south 84 degrees 17 minutes 43 seconds east, 90.00 feet to the point of beginning and containing 2,700 square feet of land.

Description of a Proposed 30' Wide Ingress-Egress Easement on part of the Germantown Board of Education property recorded in Instrument No. 14055833 in Germantown, Shelby County, Tennessee:

Commencing at the intersection of the south line of Dogwood Road (34' from centerline) and the west line of Lot 65, Farmington East Subdivision recorded in Plat Book 70, Page 12, Section "A"; thence south 84 degrees 01 minutes 54 seconds west with the south line of said Dogwood Road, 39.09 feet to the Point of Beginning; thence southwardly and westwardly across the Germantown Board of Education property recorded in Instrument No. 14055833 the following calls: south 05 degrees 57 minutes 49 seconds east, 526.82 feet to a point of curvature; along a curve to the right having a radius of 90.00 feet, a delta angle of 65 degrees 27 minutes 17 seconds, a chord bearing of south 26 degrees 45 minutes 49 seconds west, a chord distance of 97.32 feet and an arc distance of 102.82 feet to a point of tangency; south 59 degrees 29 minutes 28 seconds west, 115.41 feet; south 51 degrees 14 minutes 02 seconds west, 95.12 to a point of curvature; along a curve to the right having a radius of 72.00 feet, a delta angle of 53 degrees 47 minutes 41 seconds, a chord bearing of south 78 degrees 07 minutes 52 seconds west, a chord distance of 65.14 feet and an arc distance of 67.60 feet to a point of tangency; north 74 degrees 58 minutes 17 seconds west, 153.21 feet to a point of curvature; along a curve to the left having a radius of 78.00 feet, a delta angle of 09 degrees 19 minutes 26 seconds, a chord bearing of north 79 degrees 38 minutes 00 seconds west, a chord distance of 12.68 feet and an arc distance of 12.69 feet to a point of tangency; north 84 degrees 17 minutes 43 seconds west, 47.14 feet; south 05 degrees 42 minutes 17 seconds west, 12.00 feet to a point in the north line of the above described Proposed 90'x30' Ground Lease Area; thence north

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84 degrees 17 minutes 43 seconds west, across said property recorded in Instrument No. 14055833 and with the north line of the above described Proposed 90'x30' Ground Lease Area, 30.00 feet; thence across said property recorded in Instrument No. 14055833 the following calls: north 05 degrees 42 minutes 17 seconds east, 12.00 feet; north 84 degrees 17 minutes 43 seconds west, 30.00 feet; north 05 degrees 42 minutes 17 seconds east, 30.00 feet; south 84 degrees 17 minutes 43 seconds east, 107.14 feet to a point of curvature; along a curve to the right having a radius of 108.00 feet, a delta angle of 09 degrees 19 minutes 26 seconds, a chord bearing of south 79 degrees 38 minutes 00 seconds east, a chord distance of 17.56 feet and an arc distance of 17.57 feet to a point of tangency; south 74 degrees 58 minutes 17 seconds east, 153.21 feet to a point of curvature; along a curve to the left having a radius of 42.00 feet, a delta angle of 53 degrees 47 minutes 41 seconds, a chord bearing of north 78 degrees 07 minutes 52 seconds east, a chord distance of 38.00 feet and an arc distance of 39.43 feet to a point of tangency; north 51 degrees 14 minutes 02 seconds east, 97.28 feet; north 59 degrees 29 minutes 28 seconds east, 117.58 feet to a point of curvature; along a curve to the left having a radius of 60.00 feet, a delta angle of 65 degrees 27 minutes 17 seconds, a chord bearing of north 26 degrees 45 minutes 49 seconds east, a chord distance of 64.88 feet and an arc distance of 68.54 feet to a point of tangency; north 05 degrees 57 minutes 49 seconds west, 526.82 feet to a point in the south line of said Dogwood Road; thence north 84 degrees 01 minutes 54 seconds east with the south line of said Dogwood Road, 30.00 feet to the point of beginning and containing 34,986 square feet or 0.803 acres of land.

Description of a 30' Wide Utility Easement on part of the Germantown Board of Education property recorded in Instrument No. 14055833 in Germantown, Shelby County, Tennessee:

Beginning at the intersection of the south line of Dogwood Road (34' from centerline) and the east line of the City of Germantown property recorded in Instrument No. P7-6498; thence north 84 degrees 01 minutes 54 seconds east with the south line of said Dogwood Road, 30.00 feet; thence south 05 degrees 59 minutes 48 seconds east across the Germantown Board of Education property recorded in Instrument No. 14055833, 655.68 feet to a point in the north line of the above described Proposed 90'x30' Ground Lease Area; thence north 84 degrees 17 minutes 43 seconds west with the north line of said above described Proposed 90'x30' Ground Lease Area, 30.64 feet; thence north 05 degrees 59 minutes 48 seconds west across said property recorded in Instrument No. 14055833 and with the east line of said property recorded in Instrument No. P7-6498, 649.48 feet to the point of beginning and containing 19,577 square feet or 0.449 acres of land.

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Site No: TN2735