

## SECOND AMENDMENT/ADDENDUM TO LEASE AGREEMENT

**THIS SECOND AMENDMENT TO LEASE AGREEMENT** (hereinafter referred to as the "Second Amendment") made and entered into this 5<sup>th</sup> day of June 2006 by **SIGNATURE CENTER, L.P.** (Landlord), as successor in interest to Signature Center, G.P. and **METROPOLITAN POLICE DEPARTMENT OF NASHVILLE AND DAVIDSON COUNTY, D/B/A PASS/VIP** (Tenant).

**WHEREAS**, Landlord and Tenant have previously entered into that certain Lease Agreement dated June 4, 1996 and the First Amendment dated June 15, 2001 (the Original Lease and all Amendments shall hereby be referred to as the "Lease"), pursuant to which Landlord agreed to lease the demised premises located on the Fifth (5<sup>th</sup>) floor of 1900 Church Street, Nashville, Tennessee, Davidson County, to Tenant pursuant to the terms and conditions set forth therein.

**WHEREAS**, Landlord and Tenant desire to modify the Lease as set forth herein;

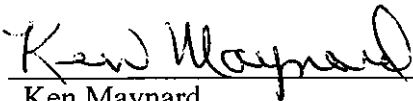
- A. Lease Extension: Tenant and Landlord hereby agree to extend the term of the Original Lease for an additional five (5) years (the "Extension Period").
- B. The Extension Period Term: The term of the Extension Period shall commence on July 1, 2006 and shall terminate on June 30, 2011.
- C. New Base Rent Schedule: The new Base Rental for the Extension Period shall be **\$19.89 per rentable square foot** and shall hereby replace Article C of the First Amendment and shall be paid in accordance with Article 4 of the Original Lease.
- D. Termination Option: Tenant and/or Landlord shall have a one time option to terminate the Lease Agreement at the end of the first eighteen months of the Extension Term with 120 days prior written notice (the "Termination Option"). Notice for such Termination Option must be given in writing, by either Tenant or Landlord, prior to September 1, 2007 or such Termination Option shall be null and void.
- E. Tenant Improvements: Landlord shall provide Tenant with an allowance of \$12,000.00 to be used towards improvements to the Leased Premises (the "Improvement Allowance"). The Improvement Allowance shall not be given to Tenant if the Termination Option as mentioned above is exercised and may not be used until September 1, 2007. It is expressly understood that if Tenant exercises such Termination Option, Landlord shall not be obligated to make any improvements to the space or provide Tenant with any allowance for such improvements.
- F. Tenant agrees and acknowledges that Tenant has no knowledge as of the date of this Amendment of any claim by Tenant against Landlord or any agent of Landlord arising out of the Lease or its Amendment.
- G. Subject to the modifications set forth herein and interpretation of the Lease consistent with the terms hereof, the terms and provisions of the Lease and its Amendment shall remain in full force and effect.

H. Effective Date: This contract shall not be binding on the parties until it has been signed by the parties, and approved by the Metropolitan County Council.


This instrument has been executed effective as of the day and date set forth above.

**TENANT: METROPOLITAN POLICE DEPARTMENT OF NASHVILLE AND  
DAVIDSON COUNTY D/B/A PASS/VIP**

Approved:

By:   
Ken Maynard  
Title: Director of Public Property

Approved as to Insurance Requirements:

By:   
Abigail Hudgens  
Title: Risk Manager

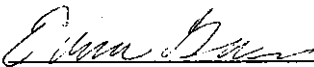
Approved as to availability of funds:

By: David L. Manning  
Title: Director of Finance

Approved:

By: Bill Purcell  
Title: Mayor

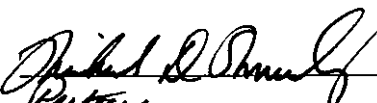
Approved as to form and legality:

By:   
Title: Metropolitan Attorney

ATTEST:

By: Marilyn S. Swing  
Title: Metropolitan Clerk

**LANDLORD: SIGNATURE CENTER, L.P.**

By:   
Title: Partner