

SUBLEASE AGREEMENT

This Sublease Agreement (“**Agreement**”) is made and entered into as of this ___ day of _____, 2016, by and between ACTIVE NETWORK, LLC, a Delaware limited liability company and successor in interest to THE ACTIVE NETWORK, INC., a Delaware corporation, for all purposes set forth herein (“**Sublessor**”), and THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, a metropolitan government, organized and existing under the laws of the State of Tennessee (“**Sublessee**”):

ARTICLE 1 DEMISE AND DESCRIPTION

1.01 Grant of Sublease. Subject to and upon the terms and conditions set forth in this Agreement, during the Term (as defined in Section 3.01), Sublessor hereby grants a sublease right to Sublessee to use the Subleased Premises (defined below) for general office purposes only and for no other purposes whatsoever. The “**Subleased Premises**” means approximately 32,546 rentable square feet, consisting of (a) an approximately 20,439 rentable square foot portion of the third floor, (b) an approximately 6,829 rentable square foot portion of the second floor, and (c) an approximately 5,278 rentable square foot portion of the first floor, located in the building commonly known as Donelson Corporate Centre II, 3055 Lebanon Road, in the City of Nashville, County of Davidson, State of Tennessee, depicted on Exhibit “A”, attached hereto and incorporated herein by reference. Sublessor currently leases the Subleased Premises from Donelson Corporate Centre, L.P., a Tennessee limited partnership (“**Master Landlord**”), pursuant to an office lease with Sublessor dated September 24, 1999, as amended by that certain First Amendment to Office Lease Agreement dated April 28, 2005, that certain Second Amendment to Office Lease Agreement dated June 29, 2005, that certain Third Amendment to Office Lease Agreement dated January 10, 2007, that certain Fourth Amendment to Office Lease Agreement dated March 25, 2008, and that certain Fifth Amendment to Office Lease Agreement dated February 11, 2011 (collectively as amended referenced herein as the “**Prime Lease**”). The Prime Lease is attached hereto as Exhibit “A-1” and incorporated herein by reference.

1.02 Condition of the Subleased Premises. Sublessee acknowledges and agrees that it has inspected the Subleased Premises and agrees to accept the Subleased Premises in its present condition, “**AS IS**” and “**WITH ALL FAULTS**”. Without limitation on the foregoing, Sublessor will have no obligation to construct any tenant improvements to the Subleased Premises or make any repairs or modifications to the Subleased Premises. Subtenant acknowledges that the Subleased Premises have not undergone an inspection by a Certified Access Specialist (“**CASp**”).

1.03 Disclaimer of Warranties. SUBLESSEE ACKNOWLEDGES THAT NEITHER SUBLESSOR NOR MASTER LANDLORD HAS MADE OR WILL MAKE ANY WARRANTIES TO SUBLESSEE WITH RESPECT TO THE QUALITY OF TENANT FINISH WITHIN THE SUBLEASED PREMISES OR AS TO THE CONDITION OF THE SUBLEASED PREMISES, EITHER EXPRESS OR IMPLIED, AND THAT SUBLESSOR AND MASTER LANDLORD EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE SUBLEASED PREMISES ARE OR WILL BE SUITABLE FOR

SUBLESSEE'S INTENDED PURPOSES. SUBLESSEE'S OBLIGATION TO PAY RENTALS UNDER THIS AGREEMENT IS NOT DEPENDENT UPON THE CONDITION OF THE SUBLEASED PREMISES OR THE PROJECT (NOW OR IN THE FUTURE) OR THE PERFORMANCE BY SUBLESSOR OF ITS OBLIGATIONS OWED TO SUBLESSOR, AND SUBLESSEE WILL CONTINUE TO PAY THE RENTALS UNDER THIS AGREEMENT WITHOUT ABATEMENT, SETOFF, OR DEDUCTION NOTWITHSTANDING ANY BREACH BY SUBLESSOR OF ITS DUTIES OR OBLIGATIONS UNDER THIS AGREEMENT OR BY MASTER LANDLORD OF ITS DUTIES OR OBLIGATIONS UNDER THE PRIME LEASE, WHETHER EXPRESS OR IMPLIED.

1.04 Defined Terms. Unless otherwise defined in this Agreement, capitalized terms will have the meanings given to such terms in the Prime Lease. Sublessor and Sublessee are sometimes individually referred to as a "Party" and collectively referred to as the "Parties".

1.05 Master Landlord Approval. Sublessee expressly acknowledges and agrees that this Agreement requires the consent of Master Landlord. Accordingly, the obligations of Sublessor and Sublessee contained herein are subject and contingent upon the approval by Master Landlord of this Agreement, and the execution by Master Landlord of the Consent by Lessor to Sublease, attached hereto as **Exhibit "B"** and incorporated herein by reference ("**Master Landlord Consent**"). Sublessor and Sublessee agree to execute the Master Landlord Consent within two (2) business days of the approval of this Agreement by Master Landlord. In the event that the Master Landlord does not consent to this Agreement within sixty (60) days of the date hereof, Sublessor shall have the right to terminate this Agreement by delivering written notice thereof to Sublessee, and neither party shall have any further rights or obligations hereunder. Should the Master Landlord not approve the Sublease, Sublessor shall return the Prepaid Rent (as defined in Section 8.03 below) to Sublessee within ten (10) days of Master Landlord's refusal to approve the Sublease.

1.06 Enforcement of Prime Lease. Sublessor shall use its commercially reasonable efforts to cause Master Landlord to perform its obligations under the Prime Lease. However, Sublessee shall not have any claim against Sublessor by reason of the Master Landlord's failure or refusal to comply with any provisions of the Master Lease, unless such failure or refusal is a result of Sublessor's failure to exercise such commercially reasonable efforts.

ARTICLE 2 USE

2.01 Generally. Sublessee will use the Subleased Premises only for general office purposes, and for no other purpose without Sublessor's and Master Landlord's prior written consent. Sublessee will not do or permit any act to be done within the Subleased Premises that is unlawful or would be inconsistent with the standards of a first class office project. Upon receipt of notice from Sublessor, Sublessee will cease any act that Sublessor reasonably determines would give rise to a breach of the Prime Lease. Sublessee hereby covenants and agrees to promptly deliver to Sublessor copies of any and all notices or other

correspondence received by Sublessee from Sublessor that might affect Sublessor in any manner. If the Prime Lease is terminated for any reason whatsoever, then, notwithstanding any provision to the contrary contained in this Agreement: (i) this Agreement will terminate simultaneously with such termination of the Prime Lease; and (ii) Sublessor will have no liability to Sublessee in connection with such termination, unless Sublessor willingly terminates the Prime Lease and no Sublessee Default then exists.

2.02 Services. Sublessee hereby acknowledges and agrees that Sublessor will have no obligation to provide any services or amenities to Sublessee under this Agreement including, without limitation, beverage services, copier services, document destruction services, first aid, office supplies, etc. Without limiting the foregoing, Sublessor will have no obligation to maintain, repair or replace any portion of the Subleased Premises under any circumstances whatsoever. In addition, Sublessor will in no event be liable to Sublessee for Sublessor's failure to provide services, amenities, and rights nor will any such failure be construed as a breach of this Agreement by Sublessor or an eviction of Sublessee or entitle Sublessee to an abatement of any of the rentals under this Agreement, except and only to the extent that Sublessor receives an abatement applicable to the Subleased Premises under the Prime Lease with respect thereto.

2.03 Telecommunications and Utilities. Sublessee shall provide its own cabling and circuitry for voice and internet connectivity, together with any other equipment required for Sublessee's use of the Subleased Premises, except as otherwise expressly provided herein, and Sublessee shall comply with the provisions of the Primary Lease (including, without limitation, Section 16(c)) with respect to any such cabling and circuitry and other equipment), excluding exceptions noted in Section 9.02 of the Sublease. Sublessee acknowledges that Master Landlord furnishes utility and other services to the Subleased Premises pursuant to Section 8 of the Prime Lease. To the extent Sublessee incurs services in excess of Building Standard Services (as defined below), Sublessee shall be responsible for any excess charges billed by Master Landlord with respect to the Subleased Premises. Without limiting the foregoing, in the event Sublessor is required to pay any bill for services furnished to the Subleased Premises during the Term hereof, Sublessee shall be obligated to reimburse Sublessor for such amounts immediately upon demand.

2.04 Building Security. Sublessor agrees to coordinate with Master Landlord to procure keys for Sublessee to gain entry into the Subleased Premises, at Sublessee's cost and in accordance with Paragraph 9 of the Prime Lease.

2.05 No Privity of Contract with Master Landlord. Sublessee is not a party to and has no rights under the Primary Lease. Accordingly, and without limiting the generality of the foregoing, Sublessee will not have the right to exercise any of Sublessor's options, rights of renewal or options to renew or extend the term, rights of first refusal, or elections permitted or authorized under the Prime Lease, or to institute any action or proceeding against Sublessor for the enforcement of the Prime Lease.

2.06 Maintenance. Sublessee shall, at Sublessee's sole cost and expense, clean, keep and maintain the Subleased Premises in good condition and repair, and in compliance with the Prime Lease.

ARTICLE 3
TERM; SURRENDER OF POSSESSION; ALTERATIONS

3.01 **Term.** Unless the Prime Lease is terminated sooner pursuant to the terms thereof, the term of this Agreement and Sublessee's sublease to use the Subleased Premises will commence on the later of (a) June 1, 2016, or (b) the date Master Landlord has executed the Master Landlord Consent (the "**Commencement Date**"), and expire on May 22, 2018 ("**Term**").

3.02 **Surrender of the Subleased Premises.** At the termination of this Agreement, by lapse of time or otherwise, Sublessee will (i) deliver up the Subleased Premises to Sublessor in as good condition as existed on the first date of possession by Sublessee, ordinary wear and tear only excepted; and (ii) without expense to Sublessor or Master Landlord, remove or cause to be removed from the Subleased Premises all debris and rubbish, and such items of trade fixtures, furniture, equipment (including, without limitation, the Existing FF&E as defined below), free-standing cabinet work, cabling, wiring, and other articles of personal property owned by Sublessee or installed or placed by Sublessee at its expense in the Subleased Premises, and such similar articles of any other persons claiming under Sublessee, as Sublessor or Master Landlord may, reasonably require to be removed (collectively, "**Sublessee's Personal Property**"), and Sublessee will repair at its own expense all damage to the Subleased Premises and the Buildings resulting from such removal; and (iii) surrender the Subleased Premises in the condition required under the Prime Lease. If Sublessee fails to remove Sublessee's Personal Property and repair and restore the affected areas as provided in the immediately preceding sentence at the time of surrender of the Subleased Premises, then (a) all such Sublessee's Personal Property shall be considered abandoned and shall become the property of Sublessor, and (b) Sublessor may perform such work, and all costs and expenses incurred by Sublessor in so performing such work and all reasonable and documented costs incurred by Sublessor pursuant to the Prime Lease as a result of Sublessee's breach of its obligations hereunder will be reimbursed by Sublessee to Sublessor within 20 days after Sublessee's receipt of invoice therefor. Upon termination of this Agreement, Sublessor will have the right to re-enter and resume possession of the Subleased Premises.

3.03 **No Right to Hold Over.** Sublessee shall have no right to hold over after the expiration or termination of this Agreement and any such hold over after the expiration or termination of this Agreement shall be a material breach of this Agreement. In the event Sublessee remains in the Subleased Premises after the expiration of earlier termination of this Agreement in violation of this Agreement, such holdover shall not be construed to extend the term of this Sublease, and Sublessee shall be deemed a tenant at will, terminable on five (5) days' notice from Sublessor or Master Landlord.

3.04 **Alterations.** Sublessee will not make any improvements, alterations, additions, or changes to the Subleased Premises (collectively, the "**Alterations**") without the prior written consent of Sublessor and Master Landlord, which will not be unreasonably withheld, except to the extent such Alterations impact or effect building systems or structure in which case Sublessor and Master Landlord may withhold consent to such Alterations in their sole and absolute discretion. Sublessee will comply with all reasonable conditions, rules

and regulations imposed by Sublessor and Master Landlord in connection with the performance of any Alterations. All Alterations, improvements, fixtures and/or equipment that may be permanently affixed in or about the Subleased Premises, from time to time, will be at the sole cost of Sublessee and will be and become the property of Master Landlord and will remain upon and be surrendered with the Subleased Premises at the end of the Term; provided, however, Sublessor or Master Landlord may, by written notice delivered to Sublessee concurrently with the approval of the final working drawings for any Alterations, identify those Alterations that Sublessor or Master Landlord will require Sublessee to remove at the expiration or earlier termination of this Agreement. Sublessor or Master Landlord may also require Sublessee to remove Alterations that Sublessor or Master Landlord did not have the opportunity to approve as provided above. If Sublessor or Master Landlord requires Sublessee to remove any such Alterations, Sublessee, at its sole cost and expense, agrees to remove the identified Alterations on or before the expiration or earlier termination of this Agreement and repair any damage to the Subleased Premises caused by such removal. If Sublessee fails to complete such removal and/or to repair any damage caused by the removal of any Alterations, Sublessor or Master Landlord may do so and may charge the cost thereof to Sublessee. The immediately preceding sentence will survive the expiration or earlier termination of this Agreement.

ARTICLE 4 RENT

4.01 Base Rental. Sublessee hereby agrees to pay to Sublessor, as monthly base rental under this Agreement ("**Base Rental**"), the monthly amount of Forty Thousand Six Hundred Eighty-Two Dollars and 50/100 Dollars (\$40,682.50) (calculated based on an annual rental rate of \$15.00 per rentable square foot, divided into twelve equal monthly installments). Sublessee will pay Base Rental to Sublessor monthly, in advance, without demand, for each and every month during the Term, and prorated on a daily basis for any partial month. Base Rental and Additional Rental is payable commencing as of the Commencement Date; there is no rent abatement provided pursuant to this Agreement. In addition to the foregoing, Sublessee agrees to pay Sublessor the sum of \$6,100 upon the execution of this Sublease

4.02 Increase in Base Rent. The Base Rental payable pursuant to Section 4.01 above, shall increase 3.0% on June 1, 2017. Accordingly, the monthly Base Rental for the period from June 1, 2017 to May 31, 2018 shall be Forty-One Thousand Nine Hundred Two and 98/100 Dollars (\$41,902.98) per month.

4.03 Payment of Rentals. Each monthly installment of Base Rental due to Sublessor under this Agreement will be payable by Sublessee on the Commencement Date and on the first day of each calendar month thereafter occurring during the Term. All payments under this Agreement must be delivered to Sublessor at Sublessor's address set forth in this Agreement or at such other place as Sublessor designates in writing from time to time. If less than all of any calendar month or year occurs during the Term, rents for such month or year will be prorated based on the actual number of days during such month or year occurring within the Term.

4.04 Additional Rental. All amounts that are payable by Sublessee to Sublessor pursuant to the terms of this Agreement, other than and in addition to Base Rental, collectively constitute “**Additional Rental**”. In the event that Sublessor shall make any expenditure for which Sublessee is liable under this Sublease (whether as the result of a Sublessee Default or otherwise), the amount thereof shall be deemed Additional Rental and payable by Sublessee to Sublessor with the succeeding installment of Base Rental or, if no installment of Base Rental is payable, within thirty (30) days of Sublessor’s demand therefor, together with interest thereon at the Applicable Rate (as hereinafter defined). The provisions of this Section 4.04 shall survive the expiration or earlier termination of this Agreement for a period of three (3) years.

ARTICLE 5 QUIET ENJOYMENT

5.01 Covenant of Quiet Enjoyment. Provided Sublessee has performed all of the terms, covenants, agreements, and conditions of this Agreement, including the payment of rental and all other sums due under this Agreement, Sublessee will peaceably and quietly hold and enjoy the Subleased Premises against Sublessor and all persons claiming by, through, or under Sublessor, but not otherwise, for the term described in this Agreement, subject to the provisions and conditions of this Agreement, the Rules and Regulations attached to the Prime Lease as Exhibit F, and such reasonable additional or modified rules and regulations as Sublessor may subsequently make from time to time.

5.02 Limitation. It is understood and agreed that the provisions of Section 5.01 and any and all other covenants of Sublessor contained in this Agreement will be binding upon Sublessor and its successors only with respect to breaches occurring during its and their respective ownership of the Sublessor’s interest under this Agreement. This Agreement is subject to and subordinate to all matters of public record in Davidson County, Tennessee, and all applicable laws.

ARTICLE 6 ASSIGNMENT AND SUBLETTING

6.01 Restriction. Sublessee shall not assign, transfer, mortgage, pledge, hypothecate, or encumber this Agreement or any interest in this Agreement or sublet the Subleased Premises or any part thereof, or permit the use of the Subleased Premises by any party other than Sublessee. Any such assignment or subletting without such consent by Sublessor and Master Landlord (which consent may be withheld in Master Landlord’s sole and absolute discretion) will be void.

ARTICLE 7 INDEMNIFICATION AND EXCULPATION

Sublessee acknowledges and agrees that Sublessor will have no responsibility to prevent third party criminal acts. Sublessor will not be liable to Sublessee or any of the Sublessee Parties for any liability or loss to Sublessee or any of the other Sublessee Parties arising out of or in connection with any criminal activity or damage or injury to persons or

property caused by persons gaining access to the Project except to the extent Sublessor's own negligence may contribute thereto; provided, however, in no event will Sublessor be liable for any indirect or consequential losses or damages suffered by Sublessee.

ARTICLE 8 DEFAULTS AND REMEDIES

8.01 **Default by Sublessee; Remedies of Sublessor.** In case of any failure to pay rent or other sums when due hereunder, or any other breach of this Agreement by Sublessee, or any "Event of Default" under the Prime Lease or under the Master Landlord Consent due to an act or omission of Sublessee, including, without limitation, Sublessee's failure to vacate the Subleased Premises pursuant to section 1(g) thereof (each, a "**Sublessee Default**"), then immediately upon the occurrence of any such Sublessee Default, Sublessor may exercise any and all rights and remedies available under this Agreement, all rights and remedies available to Master Landlord under the Prime Lease, and all rights and remedies available to Sublessor at law or equity, including, without limitation, the following:

(a) Sublessor may terminate this Agreement by notice to Sublessee, which termination shall be effective immediately upon the delivery of such notice, and Sublessee must quit and surrender the Subleased Premises to Sublessor in the condition required in Section 3.02 above, no later than ten (10) days after such termination. Notwithstanding any such termination of this Agreement, Sublessee shall remain fully liable for all of its obligations under this Agreement during any period of time in which Sublessee remains in possession of the Subleased Premises until such time as Sublessee surrenders the Subleased Premises as required hereunder. In addition, Sublessor shall be entitled to reimbursement by Sublessee, immediately upon demand, for the actual loss or costs incurred by Sublessor in connection with this Agreement, including, without limitation, any brokerage commissions paid by Sublessor.

(b) If this Agreement shall have been terminated as provided in this Section 8.01, then Sublessor may re-enter the Subleased Premises, by any lawful means, and remove and dispossess Sublessee and all other persons and any and all property from the same.

(c) If this Agreement shall have been terminated as provided in this Section 8.01, Sublessee shall pay Base Rental hereunder up to the time of such termination, and thereafter Sublessee, until the end of what would have been the Term of this Agreement in the absence of such termination, and whether or not the Subleased Premises shall have been relet, shall be liable to Sublessor for, and shall pay to Sublessor, as liquidated current damages: the Base Rental due hereunder if such termination had not occurred, less the net proceeds, if any, of any reletting of the Subleased Premises, after deducting all expenses in connection with such reletting, including, without limitation, all repossession costs, , advertising, expenses of employees, alteration costs and expenses of preparation for such reletting. Sublessee shall pay such liquidated current damages to Sublessor monthly on the days which the Base Rental would have been payable hereunder if this Agreement had not been terminated.

(d) [Deleted.].

(e) In case of any Sublessee Default, re-entry, expiration and dispossession by summary proceedings or otherwise, Sublessor may, at its option (i) relet the Subleased Premises or any part or parts thereof, either in the name of Sublessor or otherwise, for a term or terms which may at Sublessor's option be equal to, less than, or in excess of the period which would otherwise have constituted the balance of the Term of this Agreement and may grant concessions or free rent to the extent that Sublessor considers necessary or advisable to relet the same, and (ii) make such alterations, repairs and decorations in the Subleased Premises as Sublessor considers necessary or advisable for the purpose of reletting the Subleased Premises; and the making of such alterations, repairs and decorations shall not operate or be construed to release Sublessee from liability hereunder as aforesaid. Sublessee hereby expressly waives any and all rights of redemption granted by or under applicable law in the event of Sublessee being evicted or dispossessed, or in the event of Sublessor obtaining possession of the Subleased Premises, by reason of the violation by Sublessee of any of the terms, covenants or conditions of this Agreement.

(f) Sublessor shall have the right, but not the obligation to pay such sums or do any act which requires the expenditure of monies which may be necessary or appropriate by reason of the failure or neglect of Sublessee to perform any of the provisions of this Agreement or the Master Landlord Consent, regardless of the nature thereof, and in the event of the exercise of such right by Sublessor, Sublessee agrees to pay to Sublessor forthwith upon demand all such sums, together with interest thereon per annum at the lesser of (i) twelve percent (12%), or (ii) the maximum lawful rate, as Additional Rental (the "**Applicable Rate**").

The specified remedies to which Sublessor may resort hereunder are not intended to be exclusive of any remedies or means of redress to which Sublessor may at any time be entitled lawfully, and Sublessor may invoke any remedy (including the remedy of specific performance) allowed at law or in equity as if this Agreement did not provide for specific remedies.

Sublessee shall pay to Sublessor for all reasonable costs incurred in connection with any Sublessee Default, Failure on the part of Sublessor to claim or complain of any action or non-action on the part of Sublessee, no matter how long the same may continue, shall not constitute a waiver by Sublessor of any of its rights hereunder. Further, no waiver at any time of any of the provisions hereof by Sublessor shall be construed as a waiver of any of the other provisions hereof, and a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval of Sublessor to or of any action by Sublessee requiring such consent or approval shall not be construed to waive or render unnecessary Sublessor's consent or approval to or of any subsequent similar act by the other. No payment by Sublessee, or acceptance by Sublessor, of a lesser amount than that due from Sublessee to Sublessor hereunder shall be treated otherwise than as a payment on account of the earliest installment of any payment due from Sublessee hereunder. The acceptance by Sublessor of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Sublessor may accept such check without prejudice to any other rights or remedies which Sublessor may have against Sublessee.

8.02 **[Deleted.]**

8.03 **Prepaid Rent.** On the date of execution of this Agreement, Sublessee will pay in advance the first and last monthly installments of rent under this Agreement in the total amount of Sixty-Nine Thousand One Hundred Ninety-Two and 55/100 Dollars (\$69,192.55) ("**Prepaid Rent**").

ARTICLE 9 INCORPORATION OF TERMS OF PRIME LEASE

9.01 **Subordination to Prime Lease.** This Agreement is subject and subordinate to the Prime Lease. Sublessee shall have no greater rights to the use and occupancy of the Subleased Premises than Sublessor has under the Prime Lease; in particular, Sublessee's Term shall not be greater than Sublessor's lease term under the Prime Lease. Except to the extent that they are inapplicable to, inconsistent with, or modified by, the terms of this Agreement, Sublessee is bound to Sublessor in the same manner as Sublessor is bound to the Master Landlord with respect to all lease provisions, as well as any rules and regulations pursuant to the Prime Lease. Sublessee acknowledges that it has reviewed the Prime Lease and is familiar with the terms and conditions thereof, and shall be subject to the terms thereof as modified by this Agreement.

9.02 **Incorporation of Terms.** For the purposes of incorporation herein, solely as between the Sublessor and the Sublessee, the terms of the Prime Lease are subject to the following modifications:

(a) In all provisions of the Prime Lease (under the terms thereof and without regard to modifications thereof for purposes of incorporation into this Agreement) requiring the approval or consent of Master Landlord, Sublessee shall be required to obtain the approval or consent of both Sublessor and Master Landlord.

(b) Sublessor shall have no obligation to restore or rebuild any portion of the Subleased Premises after any destruction or taking by eminent domain.

(c) With respect to work, services, repairs, restoration, insurance, indemnities, representations, warranties or the performance of any other obligation of Master Landlord under the Prime Lease, the sole obligation of Sublessor will be to request the same in writing from the Master Landlord.

(d) In any case where "Tenant" is to indemnify, release or waive claims against Master Landlord, as between Sublessor and Sublessee, such indemnity, release or waiver will not be deemed to run from Sublessee to both Master Landlord and Sublessor.

(e) Sublessor and Sublessee agree that the following provisions in the Prime Lease shall not apply to Sublessee, it being the intent of the parties that this Agreement shall govern as between Sublessor and Sublessee with respect to such matters:

(i) as between the Sublessor and the Sublessee, provisions in the Prime Lease that require Tenant to indemnify and/or hold harmless Landlord shall not apply to Sublessee.

(ii) provisions in the Prime Lease that require Tenant to procure or maintain insurance shall not apply to Sublessee (except to the extent provided in Section 11.06 of this Agreement).

9.03 Liability. Unless caused by the gross negligence or willful misconduct of Sublessor, Sublessor shall not be liable to Sublessee, or any other person, for any damages or business interruption on account of loss, damage, fire or theft of any personal or business property purchased by or belonging to Sublessee.

ARTICLE 10 MISCELLANEOUS

10.01 Amendment. No amendment, modification, or alteration of the terms of this Agreement will be binding unless the same is in writing, dated subsequent to the date of this Agreement and duly executed by the Parties.

10.02 Headings; Interpretation. Descriptive headings are for convenience only and will not control or affect the meaning or construction of any provision of this Agreement. Whenever the context of this Agreement requires, words used in the singular will be construed to include the plural and vice versa and pronouns of whatsoever gender will be deemed to include and designate the masculine, feminine or neutral gender.

10.03 Counterparts. This Agreement may be executed in a number of identical counterparts which, taken together, will constitute collectively one agreement; but in making proof of this Agreement, it will not be necessary to produce or account for more than one such counterpart. Additionally, (i) the signature pages taken from separate individually executed counterparts of this Agreement may be combined to form multiple fully-executed counterparts; and (ii) a facsimile signature page or an electronically scanned signature page will be deemed to be an original signature for all purposes. All executed counterparts of this Agreement will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same agreement.

10.04 Notices. All notices, consent, requests, instructions, approvals, and other communications provided for in this Agreement and all legal process in regard to this Agreement will be validly given, made or served, if in writing and delivered personally or sent by United States certified or registered mail, postage prepaid, return receipt requested, if to:

Sublessor:

Active Network, LLC
Attn: Greg Ingino, Chief Information Officer
717 N. Harwood Street, Ste. 2500
Dallas, TX 75201

With a copy to:

Active Network, LLC
Attn: Jeff Lambert, Chief Legal Officer
717 N. Harwood Street, Ste. 2500
Dallas, TX 75201

With a copy to:

Gresham Savage Nolan & Tilden, PC
Attn: J. Matthew Wilcox, Esq.
550 E. Hospitality Lane, Ste. 300
San Bernardino, CA 92408

All notices, except legal process, shall be delivered to Sublessee as follows:

The Metropolitan Government of
Nashville and Davidson County
Attn: Director of Public Property Administration
P. O. Box. 196300
Nashville, TN 37219-6300

Hand delivery address:
Attn: Director of Public Property Administration
Metropolitan Government of Nashville and Davidson County
700 2nd Avenue South, Suite 310
Nashville, TN 37210

Legal process directed to the Metropolitan Government of Nashville and
Davidson County shall be served via hand delivery to:

The Metropolitan Government of
Nashville and Davidson County
Attn: Director of Law
Department of Law
Metropolitan Historic Courthouse, Suite 108
1 Public Square
Nashville, TN 37201

Or to such other addresses as any Party may, from time to time, designate in writing delivered in a like manner.

10.05 Sublessor's Access. Sublessor or its agents may enter the Subleased Premises at any time and for any reason, but Sublessor agrees to use reasonable efforts not to unreasonably disturb Sublessee's use of the Subleased Premises. To the extent practicable, and excepting any entry for emergencies, Sublessor agrees to provide Sublessee reasonable notice prior to any such entry.

10.06 Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns in accordance with the terms of this Agreement. Sublessee shall not assign this Agreement or any of its rights to the Subleased Premises, without Sublessor's consent, which consent may be withheld in Sublessor's sole and absolute discretion.

10.07 Time of the Essence. Time is of the essence in the performance by Sublessee of its obligations under this Agreement.

10.08 [Deleted.]

10.09 Waivers. Any failure by a Party to insist, or any election by a Party not to insist, upon strict performance by the other Party of any of the terms, provisions, or conditions of this Agreement will not be deemed to be a waiver thereof or of any other term, provision, or condition of this Agreement, and such Party will have the right at any time or times thereafter to insist upon strict performance of any and all of the terms, provisions, and conditions of this Agreement.

10.10 Remedies Cumulative; Applicable Law. All rights and remedies of the parties under this Agreement will be cumulative and none will exclude any other rights or remedies allowed by law. This Agreement will be construed according to the laws of the State of Tennessee.

10.11 Entire Agreement. The terms and provisions of all schedules and exhibits described in this Agreement and attached to this Agreement are hereby made a part of this Agreement for all purposes. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement, and all prior correspondence, memoranda, agreements or understandings (written or oral) with respect to this Agreement are merged into and superseded by this Agreement.

10.12 Authority. Sublessee warrants, represents, and covenants that (a) it is a duly organized and existing legal entity under the laws of the state in which it is organized, and in good standing in the State of Tennessee, (b) it has full right and authority to execute, deliver, and perform this Agreement, (c) the person executing this Agreement on behalf of Sublessee was authorized to do so, and (d) upon request of Sublessor, Sublessee will deliver to Sublessor satisfactory evidence of the due authorization, execution, and delivery of this Agreement by Sublessee.

10.13 Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance, will to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each provision of this Agreement will be valid and will be enforceable to the extent permitted by law.

10.14 No Recording. This Agreement (including any exhibits to this Agreement) will not be recorded.

ARTICLE 11 SPECIAL PROVISIONS

11.01 Parking. Sublessee will be entitled to utilize five (5) surface parking spaces per one thousand (1,000) square feet of the Subleased Premises on a non-exclusive and unreserved basis free of charge during the term of the Sublease.

11.02 Brokerage Commissions. Sublessee represents and warrants that no commission or finder's fee is due to any broker as a representative of Sublessee.

11.03 Existing FF&E. Appurtenant to Sublessee's sublease of the Subleased Premises, during the Term, Sublessee will have the right to use, free of charge, the existing furniture, fixtures, cabling, and equipment located within the Subleased Premises (the "**Existing FF&E**"). Sublessee will accept the Existing FF&E in its present condition, "**AS IS**" and "**WITH ALL FAULTS**". Sublessee acknowledges that neither Sublessor, nor any employee, agent, representative, or contractor of Sublessor, has made any representations with respect to the condition of the Existing FF&E or the suitability of the same for Sublessee's purposes, and Sublessor disclaims any and all warranties, express or implied, with respect to the Existing FF&E. Sublessee will have no right to grant a security interest in the Existing FF&E or otherwise pledge the Existing FF&E as collateral for any loan. Upon the expiration of the Sublease Term, Sublessee must purchase the Existing FF&E, but specifically excluding the eight (8) to ten (10) cubicles located on the second floor of the Subleased Premises and owned by Master Landlord, for the sum of One Dollar and No/100 (\$1.00).

11.04 Standard Tenant Services. Pursuant to Paragraph 8 of the Prime Lease, subject to all governmental rules, regulations and guidelines applicable thereto, Master Landlord shall provide heating, ventilation and air conditioning and lighting (referred to therein as "**Building Standard Services**") when necessary for normal comfort for normal office use in the Subleased Premises from 7:00 a.m. to 6:00 p.m. Monday through Friday and 8:00 a.m. to 1:00 p.m. on Saturday (collectively the "**Building Operating Hours**"), except for nationally and locally recognized holidays designated in the Prime Lease. Sublessee shall have access to Building Standard Services outside of the Building Operating Hours subject to the terms of the Prime Lease. In addition, Master Landlord shall provide janitorial service to the Subleased Premises pursuant to the terms of the Prime Lease.

11.05 Signage. All sign installation must comply with the requirements set forth in Paragraph 10 of the Prime Lease. Sublessor agrees to coordinate with Master Landlord to obtain consent for Sublessee to install reasonable signage for the Subleased Premises.

11.06 Sublessee's Insurance. Sublessee hereby advises Sublessor that Sublessee shall self-insure against the risks of loss which would be covered by commercial general liability insurance, workers compensation insurance and automobile liability insurance. Sublessee shall be responsible for any losses or liabilities which would have been assumed by the insurance company or companies which would have issued such policies. Sublessee's liability in tort is governed by the provisions of the Governmental Tort Liability Act, Sublessee has a self-insurance against such claims which only covers claims and losses against Sublessee.

11.07 [Deleted.]

11.08 Maintenance of Records. Sublessor shall maintain documentation for all charges under this Agreement against Sublessee. The books, records, and documents of Sublessor insofar as they relate to work performed or money received under this Agreement, must be maintained for period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by Sublessee or its duly appointed representative. The records shall be maintained in accordance with generally accepted accounting principles.

11.09 Employment. Sublessor affirms that it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, dismissal or laying off of any individual due to his race, creed, color, national origin, age, sex, or handicapping condition.

11.10 Contingent Fees. Sublessor hereby represents that Sublessor has not been retained or retained any persons to solicit or secure a Metropolitan Government contract upon agreement or understanding for a contingent commission, percentage, or brokerage fee, except for Sublessor's broker for this transaction, CBRE, Inc., and except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

11.11 Gratuities and Kickbacks. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee of the Metropolitan Government or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefor. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract with the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

11.12 Commencement Date. This Agreement shall not be binding upon the parties until it has been signed first by the Sublessor then by the representatives of the Metropolitan Government of Nashville and Davidson County. The Commencement Date is the date set forth in Section 3.01.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned Sublessor and Sublessee have executed this Agreement effective as of _____, 2016.

SUBLESSOR:

ACTIVE NETWORK, LLC, a Delaware limited liability company

By: 

Printed Name: JASON MITCHELL

Title: VP OPERATIONS

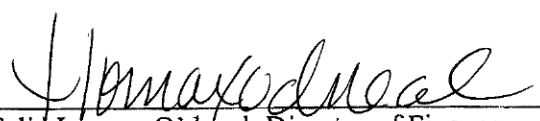
SUBLESSEE:

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:


Director of Public Property

FUNDS:

APPROVED AS TO AVAILABILITY OF


Talia Lomax-O'dreal, Director of Finance

APPROVED AS TO FORM AND LEGALITY:

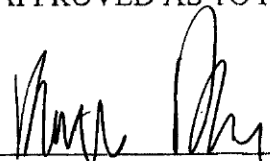
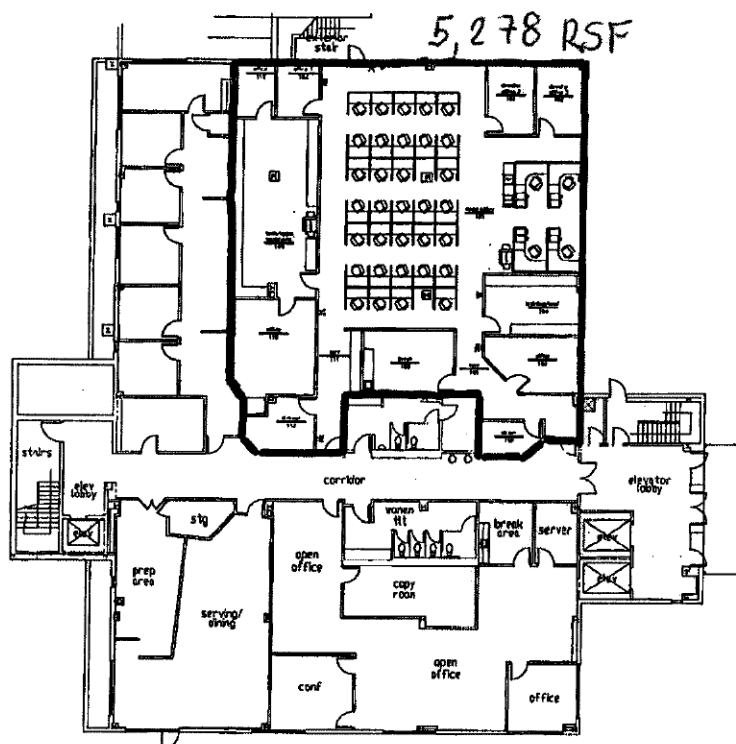

Metropolitan Attorney

EXHIBIT "A"
SUBLEASED PREMISES

[please see attached]

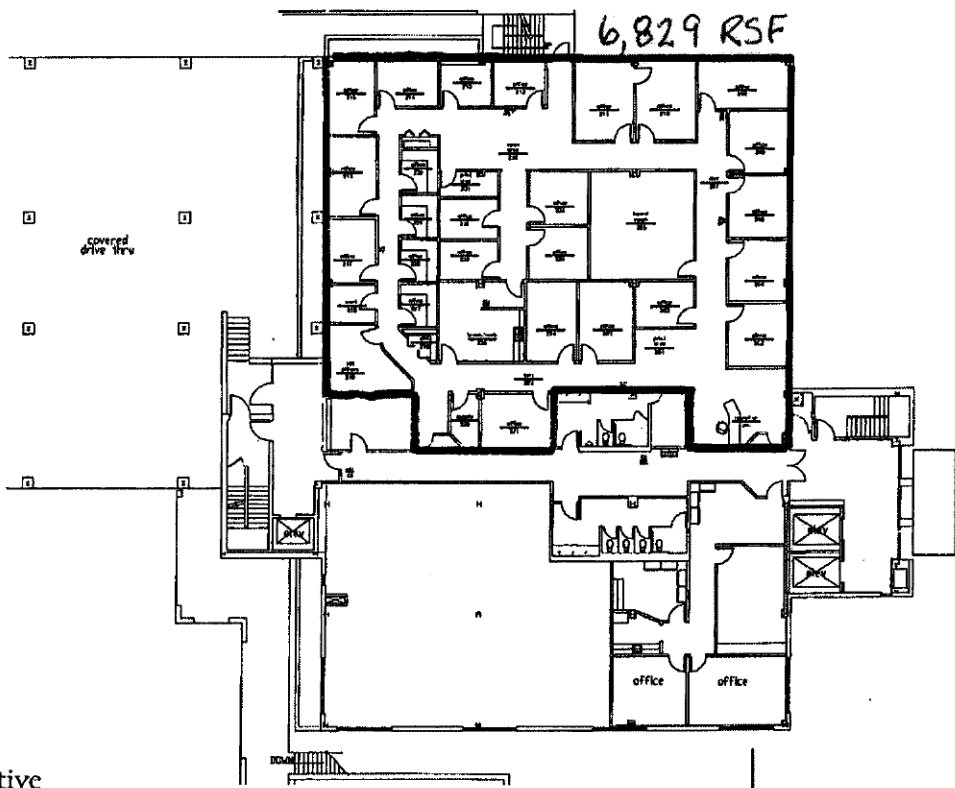


collaborative
studio

Donelson Corporate Center II - floor 1

Issue date: 04 mar 2016

10' 0" 10'

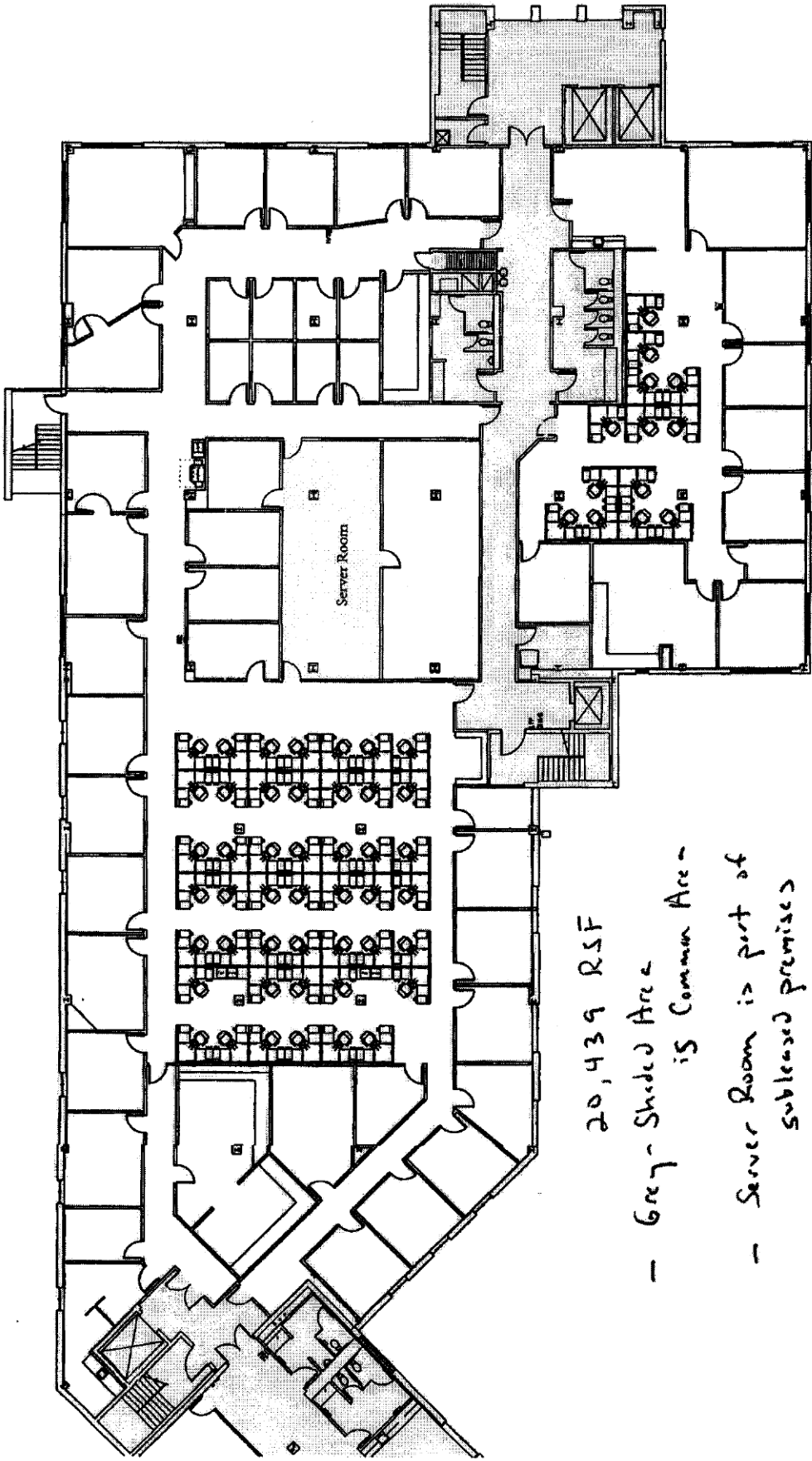


collaborative
studio

Donelson Corporate Center II - floor 2

issue date: 04 mar 2016

10' 8" 0 10'



20,439 RSF

- Grey - Shaded Area is Common Area -
- Server Room is part of subleased premises

collaborative
studio

Issue date: 04 mar 2016

Donelson Corporate Center II - floor 3

1/8" = 1'-0"

EXHIBIT "A-1"

PRIME LEASE

[please see attached]

**DONELSON CORPORATE CENTRE
OFFICE LEASE AGREEMENT
BUILDING TWO**

THIS LEASE is made and entered into on this 24 day of September 1999, by and between Donelson Corporate Centre, L.P., a Tennessee Limited Partnership, ("Landlord"), and Automated License Systems, LLC a Tennessee Limited Liability Company ("Tenant") and James P. Wilson III and Sarah S. Wilson ("Limited Guarantors").

1. Leased Premises

Subject to and upon the terms hereinafter set forth, and in consideration of the sum of Ten Dollars (\$10.00) and the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, Landlord does hereby lease and demise to Tenant and Tenant does hereby lease and take from Landlord those certain premises consisting of twenty thousand ~~seven hundred ninety two~~ ^{four} ~~thirty nine~~ ^{thirty nine} (20,439) square feet* of Rentable Area (the "Demised Premises") located on the third floor of Building Two (consisting of a total of 45,597 Rentable Square Feet) located at 3055 Lebanon Road, Suite 2300 in Davidson County, Tennessee (the "Building"), and more particularly described in Exhibit A, attached hereto and incorporated herein by this reference. The Building is part of a complex known as Donelson Corporate Centre (the "Project"). The project contains 228,109 rentable square feet.

* Tenant shall occupy not less than 16,439 rentable square feet not later than the commencement date and begin paying rent thereon ninety days next following the commencement date. The occupancy of the remaining 4,000 square feet shall occur not later than twelve months next following the commencement date (the "takedown space") at times elected by Tenant. Tenant shall notify Landlord of Tenant's intention to occupy some or all of the takedown space not less than 120 days prior to the date Tenant intends to occupy said space. The tenant improvement allowance on the takedown space shall be paid at the time said space is occupied.

a. "Rentable Area" as used herein, shall refer to (i) the total square footage of all floor area measured from the inside of the dominant portion of the exterior wall of the Building and to the mid-point of walls separating the Premises from areas leased to or held for lease to other tenants (the "Usable Area as defined by BOMA"), plus (ii) an allocation of the square footage of the Interior Common Areas; plus (iii) for multi-tenant floors, an allocation of the square footage of the On-Floor Common Areas. No deductions from Rentable Area shall be made for columns or projections.

b. "Interior Common Areas" shall mean those areas within the Building's elevator machine rooms, mechanical rooms, public lobbies and other areas not leased or held for lease within the Building but which are reasonably necessary for the proper operation of the Building.

[Handwritten signature]
[Handwritten initials]

The allocation of the square footage of the Interior Common Areas shall be equal to the total square footage of the Interior Common Areas multiplied by a fraction, the numerator of which is the Usable Area of the Premises and the denominator of which is the total of all Usable Area contained in the Building.

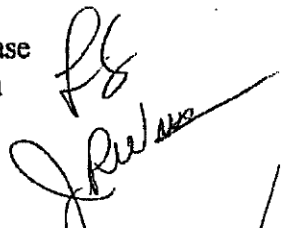
c. "On-Floor Common Areas" shall mean those areas within public corridors, elevator foyers, rest rooms, , janitor closets, telephone and equipment rooms, and other similar facilities for the use of all tenants on the floor on which the Premises are located. The allocation of the square footage of the On-Floor Common Areas shall be equal to the total square footage of the On-Floor Common Areas on said floor multiplied by a fraction, the numerator of which is the Usable Area of the Premises and the denominator of which is the total of all Usable Area contained on the applicable floor.

d. Tenant's taking possession of the Premises or any portion thereof shall be conclusive evidence against Tenant that such portion of the Premises was then in good order and satisfactory condition, excepting those items set forth on a written punch list delivered by Tenant to Landlord within thirty calendar days next following Tenant's taking possession and latent defects, if any. Tenant acknowledges that no promise by or on behalf of Landlord, any of Landlord's beneficiaries, the managing agent of the Building, the leasing agent of the Building or any of their respective agents, partners or employees to alter, remodel, improve, repair, decorate or clean the Premises has been made to or relied upon by Tenant, and that no representation respecting the condition of the Premises or the Building by or on behalf of Landlord, any of Landlord's beneficiaries, the managing agent of the Building, the leasing agent of the Building or any of their respective agents, partners or employees has been made to or relied upon by Tenant, except to the extent expressly set forth in this Lease.

2. Term. Subject to and upon the terms and conditions set forth herein, or in any exhibit hereto, the term of this Lease shall commence on the Commencement Date and shall expire eighty seven (87) months after the Commencement Date at 6:00 P.M. "Commencement Date" shall mean the earlier of (i) thirty (30) days next following the date Landlord delivers possession of the Premises to Tenant with all of Landlord's Work, as such term is defined in Exhibit B, substantially completed; or (ii) the date upon which Tenant commences conducting its business from all or any portion of the Premises. Following the Commencement Date, the parties shall execute Exhibit C, attached hereto and incorporated herein, which shall contain an acknowledgment of the date upon which the Commencement Date of this Lease occurred.

Notwithstanding anything contained herein to the contrary and provided that (i) this Lease is executed by Tenant and returned to Landlord not later than September 25; and, (ii) Tenant requests no material changes to Landlord's work as set forth in Exhibit B herein, then if Landlord is unable to deliver possession of the Premises with all of the Landlord's work, as such term is defined in Exhibit B, substantially completed by February 15, 2000, then the commencement date shall be delayed until April 15, 2000.

Renewal Option. Tenant is granted the option to extend the term of this Lease for one (1) consecutive extended term of Five (5) years, provided that (a) Tenant is not in

Handwritten signature and initials, possibly "FF" and "J. P. [unclear]".

default at the time of exercise of the option; and, (b) Tenant gives written notice of its intent to exercise the option at least 180 days prior to the expiration of the original term. The extension shall be on the same terms and conditions as this lease except (i) Tenant shall have no further right of renewal after the extension term proscribed above; and, (ii) the Rent shall be adjusted to the then prevailing market rate for comparable facilities in the Airport North submarket.

Right of First Refusal. Tenant is granted the ongoing right of first refusal (until said space is leased for the first time) to expand into an adjacent 10,000 square feet to the rear of their space on the second floor of Building Three . Landlord shall provide Tenant written notice of Landlord's intent to lease said space to another party. Tenant shall have a period of twenty days to notify Landlord of Tenant's intent to exercise Tenant's right of first refusal upon the same terms and conditions as are contained in the third party's offer to lease said space.

3. Use . The Premises are to be used and occupied solely for the purpose of office space and for no other purpose. Tenant shall not do or permit anything to be done in or about the Premises that will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or injure or annoy them, or use or allow the Premises to be used for any improper, immoral, disreputable or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance or waste in, on or about the Premises. Tenant shall not use or permit the use of any portion of the Premises as sleeping quarters, lodging rooms, or for any unlawful purposes. Tenant shall not install any radio or television or other similar device exterior to the Premises.

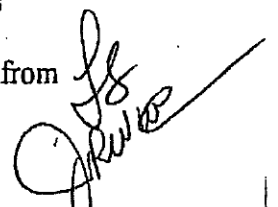
4. Rent. Commencing on the date 90 days next following the Commencement Date and continuing thereafter throughout the full term of this Lease, Tenant hereby agrees to pay the Base Rental in accordance with the schedule attached hereto as Exhibit D., and Additional Rental (as defined below). The Base Rental and Additional Rental shall be due and payable in advance in equal monthly installments on the first (1st) day of each calendar month at Landlord's address as provided herein (or such other address as may be designated by Landlord from time to time). If the Commencement Date is other than the first day of a calendar month or if this Lease expires on other than the last day of a calendar month, then the installments of Base Rental and Additional Rental for such month or months shall be prorated.

5. Additional Rental. Landlord shall absorb and be responsible for paying Operating Expenses during the first calendar year of this lease; and, Landlord shall absorb and be responsible for any other calendar year to the extent such Operating Expenses in any other calendar year are less than or equal to Four Dollars and Fifty Cents per square foot of Rentable Area (the "Expense Stop"). "Additional Rental" for any calendar year shall mean Tenant's Percentage Share of the Operating Expenses for such calendar year in excess of the Expense Stop. "Tenant's Percentage Share" shall mean a fraction, the numerator of which is the total number of square feet of Rentable Area within the Premises (20,439) and the denominator of which is the greater of (i) ninety-five percent (95%) of the total square footage of all Rentable Area in the Building; or (ii) the total square footage of all Rentable Area in the Building actually leased to rent paying tenants.

a. Landlord shall present to Tenant prior to the beginning of each calendar year (or for the calendar year in which the Lease term commences, on the Commencement Date) a statement of Tenant's estimated Additional Rental. Landlord's failure to deliver such a statement of Tenant's estimated Additional Rental shall not operate to excuse Tenant from the payment of the monthly installment of Additional Rental. Rather, Tenant shall continue to pay the monthly installment of Additional Rental based on Landlord's most recent calculation thereof until such a statement is delivered to Tenant, with such statement being applied retroactively to the beginning of the calendar year and Tenant making up any under payments immediately upon its receipt of such statement. Landlord may from time to time, but not more than once during any consecutive 12 calendar month period, recalculate Tenant's estimated Additional Rental in order to more accurately reflect Landlord's good faith estimate of Tenant's Additional Rental, and Tenant shall commence paying the recalculated Additional Rental immediately after receiving notice thereof.

b. Landlord shall provide to Tenant, within one hundred twenty (120) days after the end of each calendar year, a statement detailing the Operating Expenses for each such calendar year (the "Annual Operating Expense Statement"). In the event that Tenant's estimated Additional Rental payments exceed Tenant's actual Additional Rental for said calendar year, Landlord shall pay Tenant (in the form of a credit against rentals next due or, should the overage exceed one month's base rental or in the case of the expiration of this Lease, then in the form of Landlord's check) an amount equal to such excess. In the event that Tenant's actual Additional Rental exceeds Tenant's estimated Additional Rental payments for said calendar year, Tenant hereby agrees to pay Landlord, within thirty (30) days of receipt of the statement, an amount equal to such difference.

c. Tenant, at Tenant's sole cost and expense, shall have the right, to be exercised by written notice given to Landlord within sixty (60) days after receipt of the Annual Operating Expense Statement for any calendar year, to audit Landlord's books and records pertaining only to the Operating Expenses for such calendar year, provided such audit must commence within thirty (30) days after Tenant's notice to Landlord and thereafter proceed regularly and continuously to conclusion and, provided, further, that such audit must be conducted by Lattimore, Morgan, Black and Cain or a nationally recognized independent public accounting firm in a manner that does not unreasonably interfere with the conduct of Landlord's business. Notwithstanding the foregoing, Tenant shall not have the right to audit Landlord's books and records regarding the Operating Expenses for any calendar year if there exists an Event of Default or any circumstance exists that with the giving of notice, the passage of time, or both, would constitute an Event of Default. Tenant (and its agents, employees and accountants) shall hold the results of such audit in strict confidence and not disclose the same to any third party, except as is necessary during any dispute between Landlord and Tenant related thereto or as required by law. A copy of the results of any such audit shall be promptly provided to Landlord, and Landlord may conduct an independent review of the same. If there is any disagreement regarding the results of any such audit, the parties shall select a third party auditor to resolve the dispute. Tenant shall not employ any person or entity to audit Landlord's books and records whose compensation is based, in whole or in part, on a contingency fee or the results of the audit. Provided that Tenant's audit discloses a variance of greater than five (5%) per cent from



the Annual Operating Expense Statement, Landlord shall reimburse Tenant for the reasonable cost of the audit.

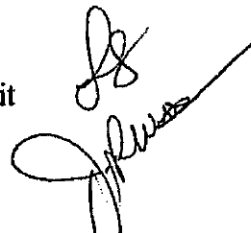
6. Operating Expenses.

a. "Operating Expenses", for each calendar year, shall consist of (i) all Operating Costs for the Building; plus (ii) the proportionate share of the ownership, management, maintenance, repair, replacement and operating costs accruing during each such calendar year for the common areas in the Project allocable to the Building.

b. "Operating Costs" shall mean all expenses, costs and accruals (excluding therefrom, however, specific costs billed to or otherwise incurred for the particular benefit of specific tenants of the Building) of every kind and nature, computed on an accrual basis, incurred or accrued in connection with, or relating to, the ownership, operation, management, maintenance, repair and replacement of the Building and interior and exterior common areas serving the Building during each calendar year, including, but not limited to the following: wages and salaries (including taxes, insurance and benefits) of all on and off-site employees; supplies; tools; equipment; utilities; trash removal; snow and ice removal; maintenance, management and service agreements; inspections; legal and accounting services relating to management and maintenance of the Building; insurance (including all deductible and co-insurance payments made by Landlord in connection therewith); reasonable replacement reserves per BOMA standards (but excluding other items classified as capital costs per Generally Accepted Accounting Procedures "GAAP"); maintaining, striping, repairing, replacing, repaving and lighting grounds, streets, parking areas, sidewalks, curbs and walkways, landscaping, drainage and lighting facilities; and all taxes, assessments and governmental charges, whether or not directly paid by Landlord, attributable to the Building or said common areas, together with consultation, legal fees and costs resulting from any challenge of tax assessments (but excluding federal and state income taxes, franchise taxes, and other taxes imposed on the income of Landlord).

c. Notwithstanding any language contained herein to the contrary, Tenant hereby agrees that, during any calendar year in which the entire Building is not provided with Building Standard Services or is not completely occupied, Landlord shall compute all Variable Operating Costs (defined below) for such calendar year as though the entire Building were provided with Building Standard Services and were completely occupied. For purposes of this Lease the term "Variable Operating Costs" shall mean any operating cost that is variable with the level of occupancy of the Building (e.g. utilities and cleaning services). In the event that Landlord excludes from "Operating Costs" any specific costs billed to or otherwise incurred for the particular benefit of specific tenants of the Building or to other buildings or projects on the Land, Landlord shall have the right to increase "Operating Costs" by an amount equal to the cost of providing standard services similar to the services for which such excluded specific costs were billed or incurred. In no event shall Landlord receive from all tenants of the Building more than one hundred percent (100%) of any Operating Costs.

7. Security Deposit . Tenant hereby agrees to pay to Landlord a security deposit



equal in amount to one month(s) Base Rental on the day this Lease is executed by Tenant (the "Security Deposit"). Upon the occurrence of any Event of Default by Tenant, Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrears of Rental, including, but not limited to, the cost of any damage, injury, expense, or liability caused by any Event of Default by Tenant hereunder. Any remaining balance of the Security Deposit shall be returned by Landlord to Tenant within a reasonable period of time after the termination or expiration of this Lease and the satisfaction of Tenant's obligations hereunder. The Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Tenant shall not be entitled to receive and shall not receive any interest on the Security Deposit, and Landlord may commingle the same with other monies of Landlord. In the event Landlord applies the Security Deposit or any portion thereof to the payment of any sum described above and this Lease is not terminated, Tenant shall immediately deposit with Landlord an amount of money equal to the amount so applied and such amount shall be deemed to be part of the Security Deposit. In the event of a sale or transfer of Landlord's interest in the Premises or the Building, Landlord shall have the right to transfer the Security Deposit to the purchaser or lessor, as the case may be, and upon any such transfer Landlord shall be relieved of all liability to Tenant for the return of the Security Deposit, and Tenant shall look solely to the new owner or lessor for the return of the Security Deposit.

8. Services. Landlord shall furnish the following services to Tenant during the term of this Lease ("Building Standard Services"):

- a. Hot and cold domestic water and common use rest rooms and toilets at locations provided for general use, in such amounts as are reasonably determined by Landlord.
- b. Subject to curtailment as required by governmental laws, rules or mandatory regulations, central heat and air conditioning as reasonably required.
- c. Electric lighting service for all public areas and special service areas of the Building in such amounts and locations as are reasonably determined by Landlord.
- d. Janitor service five (5) days per week, exclusive of holidays, in such manner as Landlord reasonably determines; provided, however, if Tenant's floor coverings or other improvements are other than Building standard, Tenant shall pay one hundred and fifteen percent (115%) of the actual additional cleaning cost, if any, attributable thereto.
- e. Access control for the Building to the extent and in the manner reasonably determined by Landlord; provided, however, Landlord shall have no responsibility to prevent, and shall not be liable to Tenant for, any liability or loss to Tenant, its agents, employees and visitors arising out of losses due to theft, burglary, or damage or injury to persons or property caused by persons gaining access to the Premises, and Tenant hereby releases Landlord from all liability for such losses, damages or injury.
- f. Sufficient electrical capacity to operate (i) incandescent lights, typewriters,



calculating machines, photocopying machines and other machines of similar low voltage electrical consumption (120/208 volts), provided that the total rated electrical design load for said lighting and machines of low electrical voltage shall not exceed eight (8.00) watts per square foot of Usable Area; and (ii) lighting and equipment of high voltage electrical consumption (277/480 volts), provided that the total rated electrical design loan for said lighting and equipment of high electrical voltage shall not exceed eight (8.00) watts per square foot of Usable Area. If Tenant's electrical consumption exceeds the foregoing standards, then Landlord shall have the right to install a separate meter for the Premises at Tenant's expense, such that Tenant shall be billed the costs associated with electricity consumed in excess of Building standard. If Tenant requires that certain areas within the Premises operate in excess of the normal Building Operating Hours (as defined in Exhibit E), the electrical service to such areas shall be separately circuited and metered such that Tenant shall be billed the costs associated with electricity consumed during hours other than Building Operating Hours.

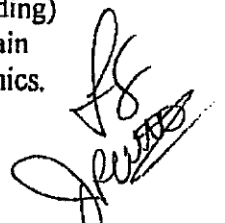
g. Building standard fluorescent bulb replacement in all areas and all incandescent bulb replacement in General Common Areas and On-Floor Common Areas.

h. Non-exclusive multiple cab passenger service to the Premises during Building Operating Hours (as defined in Exhibit E) and at least one (1) cab passenger service to the Premises twenty-four (24) hours per day.

i. Failure by Landlord to furnish the services described in this Section, or any cessation thereof, shall not render Landlord liable for damages to either person or property, nor be construed as an eviction of Tenant, nor work an abatement of rent, nor relieve Tenant from fulfillment of any covenant or agreement hereof. In addition to the foregoing, should any of the equipment or machinery, for any cause, fail to operate, or function properly, Tenant shall have no claim for rebate of rent or damages on account of an interruption in service occasioned thereby or resulting therefrom; provided, however, Landlord agrees to use reasonable efforts to repair said equipment or machinery promptly and to restore said services.

9. Keys and Locks . Landlord shall furnish Tenant with two (2) keys for each Building standard lockset on code required doors entering the Premises from public areas. Additional keys will be furnished by Landlord upon an order signed by Tenant and at Tenant's expense. All such keys shall remain the property of Landlord. No additional locks shall be allowed on any door of the Premises without Landlord's permission, and Tenant shall not make or permit to be made any duplicate keys. Upon termination of this Lease, Tenant shall surrender to Landlord all keys to any locks on doors entering or within the Premises, and give to Landlord the explanation of the combination of all locks for safes, safe cabinets and vault doors, if any, in the Premises.

10. Graphics, Building Directory and Name . Landlord shall provide and install all graphics, letters, and numerals at the entrance to the Premises and strips (based on the ratio that the Net Rentable Area of the Premises bears to the total Net Rentable Area of the Building) containing a listing of Tenant's name on the Building directory board to be placed in the main lobby of the Building. All such letters and numerals shall be in the Building standard graphics.



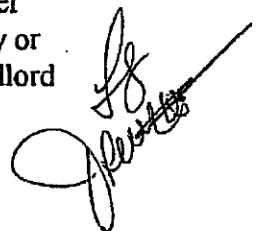
Tenant agrees that Landlord shall not be liable for any inconvenience or damage occurring as a result of any error or omission in any directory or graphics. No signs, numerals, letters or other graphics shall be used or permitted on the exterior of, or may be visible from outside, the Premises, unless approved in writing by Landlord.

11. Parking. Tenant shall have the non-exclusive right to use the parking lot serving the Building. Landlord may make, modify and enforce reasonable rules and regulations relating to the parking of vehicles, and Tenant agrees to abide by such rules and regulations. This Lease does not grant Tenant (or its agents, employees, contractors and visitors) the exclusive right to use any parking areas serving the Building. Landlord may, from time to time, designate specific portions of the parking lot as reserved areas, and Tenant shall have no right to park in such reserved areas. Landlord shall provide on a non-exclusive basis five parking spaces per thousand rentable square feet of building for the entire Project.

12. Entry for Repairs and Inspection. Tenant shall permit Landlord and its contractors, agents or representatives to enter into and upon any part of the Premises during reasonable hours to inspect or clean the same, make repairs, alterations or additions thereto, and, upon reasonable prior notice to Tenant, for the purpose of showing the same to prospective tenants or purchasers. Landlord shall use its reasonable efforts not to interfere materially with the operation of Tenant's business during any such entry.

13. Laws and Regulations; Encumbrances; Rules of Building. Tenant shall comply with, and Tenant shall cause its employees, contractors and agents to comply with, and shall use its best efforts to cause its visitors and invitees to comply with, (i) all laws, ordinances, orders, rules and regulations of all state, federal, municipal and other governmental or judicial agencies or bodies relating to the use, condition or occupancy of the Premises, (ii) all recorded easements, operating agreements, parking agreements, declarations, covenants and instruments encumbering the Premises, and (iii) the rules of the Building reasonably adopted and altered by Landlord from time to time for the safety, care and cleanliness of the Premises and Building and for the preservation of good order therein. The initial rules of the Building are attached hereto and incorporated herein as Exhibit F.

14. Hazardous Substances. Tenant shall comply, at its sole expense, with all laws, ordinances, orders, rules and regulations of all state, federal, municipal and other governmental or judicial agencies or bodies relating to the protection of public health, safety, welfare or the environment (collectively, "Environmental Laws") in the use, occupancy and operation of the Premises. Tenant agrees that no Hazardous Substances shall be used, located, stored or processed on the Premises or be brought onto any other portion of the Building by Tenant or any of its agents, employees, contractors, assigns, subtenants, guest or invitees, and no Hazardous Substances will be released or discharged from the Premises. The term "Hazardous Substances" shall mean and include all hazardous and toxic substances, waste or materials, any pollutant or contaminant, including, without limitation, PCB's, asbestos and raw materials that include hazardous constituents or any other similar substances or materials that are now or hereafter included under or regulated by any Environmental Laws or that would pose a health, safety or environmental hazard. Tenant hereby agrees to indemnify, defend and hold harmless Landlord



from and against any and all losses, liabilities (including, but not limited to, strict liability), damages, injuries, expenses (including, but not limited to, court costs, litigation expenses, reasonable attorneys' fees and costs of settlement or judgment), suits and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, Landlord by any person, entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence in or the escape, leakage, spillage, discharge, emission or release from the Premises of any Hazardous Substances or the presence of any Hazardous Substances placed on or discharged from the Building by Tenant or any of its agents, employees, contractors, assigns, subtenants, guest or invitees.

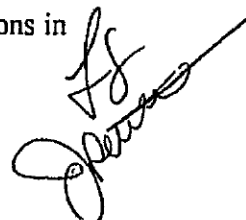
15. Tenant Taxes . Tenant shall pay promptly when due all taxes directly or indirectly imposed or assessed upon Tenant's gross sales, business operations, machinery, equipment, trade fixtures and other personal property or assets, whether such taxes are assessed against Tenant, Landlord or the Building. In the event that such taxes are imposed or assessed against Landlord or the Building, Landlord shall furnish Tenant with all applicable tax bills, public charges and other assessments or impositions and Tenant shall forthwith pay the same either directly to the taxing authority or, at Landlord's option, to Landlord.

16. Leasehold Improvements.

a. Tenant shall receive a tenant improvement allowance of \$18.00 per rentable square foot (the "Allowance"). Landlord will prepare the Premises in accordance with Tenant's approved plans; provided, however, Landlord shall not be required (nor shall Tenant be allowed) to install any improvements that are not compatible with Landlord's plans and specifications for the Building or which are not approved by Landlord or Landlord's architect. The cost of any Tenant Improvements in excess of \$18.00 per rentable square foot shall be borne by Tenant in accordance with the terms of the Work Letter Agreement attached hereto as Exhibit "B".

b. If for any reason the Premises should not be ready for occupancy by the Commencement Date, Landlord shall not be liable or responsible for any claims, damages or liabilities in connection therewith or by reason thereof. Notwithstanding the above, Landlord recognizes that time is of the essence for Tenant to occupy the premises by the Commencement Date stated herein. Landlord will use its best efforts to take, or cause to be taken, any and all reasonable and necessary steps within Landlord's dominion and control to ensure that the leasehold improvements as set forth on the construction documents prepared by Design Collective and dated August 10, 1999 are complete so as to allow Tenant occupancy by the Commencement Date. Should Landlord have cause for concern as to the timely substantial completion of the leasehold improvements as set forth herein, it shall notify Tenant accordingly and permit Tenant the opportunity to prioritize, to the extent practicable, the work on leasehold improvements to facilitate Tenant's possession and occupancy with functionality of the premises most critical to Tenant's business operations. Tenant shall notify Landlord in timely fashion of the improvements most critical to Tenant's operation.

c. Tenant shall not make or allow to be made any alterations or physical additions in or to the Premises, or place safes, vaults or other heavy furniture or equipment within the



Premises, without first obtaining the written consent of Landlord which consent shall not be unreasonably withheld so long as said alterations do not impact on Building systems or structure and are not visible from outside the Premises. All repairs, alterations or additions that affect the Building's structural components or the Building's mechanical, electrical and plumbing systems shall be made solely by Landlord or its contractor.

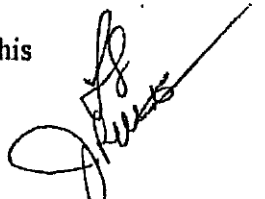
d. Tenant shall indemnify and hold Landlord harmless from and against all costs (including reasonable attorneys' fees and costs of suit), losses, liabilities, or causes of action arising out of or relating to any alterations, additions or improvements made by Tenant to the Premises, including, but not limited to, any mechanics' or materialmen's liens asserted in connection therewith. No portion of Landlord's interest in the Building shall be subject to attachment on account of any work performed by or on account of Tenant, and Tenant shall provide written notice of same to all of its contractors.

Should any mechanic's or other liens be filed against any portion of the Building by reason of Tenant's acts or omissions or because of a claim against Tenant, Tenant shall cause the same to be canceled or discharged of record by bond or otherwise within thirty (30) days after notice by Landlord. If Tenant shall fail to cancel or discharge said lien or liens, within said thirty (30) day period, Landlord may, at its sole option, cancel or discharge the same and upon Landlord's demand, Tenant shall promptly reimburse Landlord for all reasonable costs incurred in canceling or discharging such liens, plus an administrative fee equal to fifteen percent (15%) of such costs.

17. Repairs by Landlord. Landlord shall make such repairs to exterior, roof and structural portions of the Building, the general Building systems and common areas of the Building as Landlord may deem necessary for normal operations, and Landlord shall not otherwise be obligated to make improvements to, or repairs of, the Premises or the Building. The cost of such repairs shall be a part of Operating Expenses; except that Tenant shall pay on demand Landlord's costs for any repairs necessitated by the acts or omissions of Tenant or Tenant's agents, contractors, employees, visitors or invitees, plus an administrative fee of fifteen percent (15%) of such costs.

Should Landlord fail to commence any reasonable and necessary maintenance, repairs, replacements or improvements which it is required to perform hereunder within ten (10) days after written notice from Tenant to Landlord and thereafter diligently proceed with such work until completion, Tenant may, at its option, perform any such maintenance, repairs, replacements or improvements, and Landlord shall pay to Tenant on demand Tenant's reasonable and necessary costs thereof, plus an administrative fee of fifteen (15%) per cent of such costs. In the event that a failure, defect, or interruption of service has occurred for which Landlord is responsible hereunder and said failure, defect, or interruption of service is adversely affecting the functionality of Tenant's computer and/or communications capabilities, Tenant may proceed immediately hereunder in the event that Landlord fails to take or authorize the reasonable and necessary immediate remedial action.

18. Repairs by Tenant. Except for Landlord's express repair obligations under this Lease, Tenant shall at its own cost and expense, keep the Premises and all leasehold



improvements in good and clean condition, and Tenant shall perform all maintenance, repairs and replacements necessary to accomplish the same. In addition, Tenant shall perform all maintenance, repairs, replacements and improvements required by any governmental law, ordination, rule or regulation. If Tenant fails to commence any maintenance, repairs, replacements or improvements which it is required to perform hereunder within ten (10) days after written notice from Landlord to Tenant and thereafter diligently proceed with such work until completion, Landlord may, at its option, perform any such maintenance, repairs, replacements or improvements deemed necessary by Landlord, and Tenant shall pay to Landlord on demand Landlord's cost thereof, plus an administrative fee of fifteen percent (15%) of such costs.

19. Condemnation . If all or substantially all of the Premises, or such portion of the Premises or the Building as would render, in Landlord's reasonable judgment, the continuance of Tenant's business from the Premises impracticable, shall be permanently taken or condemned for any public purpose, then Landlord or Tenant may terminate this Lease. If less than all or substantially all of the Premises or any portion of the Building shall be taken, then Landlord shall have the option of terminating this Lease by written notice to Tenant within ten (10) days following the date of such condemnation or taking. If this Lease is terminated as provided above, this Lease shall cease and expire as of the date of the taking. In the event that this Lease is not terminated and a portion of the Premises is taken, Tenant shall pay the Rental up to the date of the taking, and this Lease shall thereupon cease and terminate with respect to the portion of the Premises so taken. Thereafter the Base Rental and Additional Rental shall be adjusted on an equitable basis. If this Lease is not terminated, Landlord shall promptly repair the Premises or the Building, as the case may be, to an architectural unit, fit for Tenant's occupancy and business; provided, however, that Landlord's obligation to repair hereunder shall be limited to the extent of the net proceeds from such taking made available to Landlord for such repair. In the event of any temporary taking or condemnation for any public purpose of the Premises, the Building or any portion thereof, this Lease shall continue in full force and effect except that Base Rental and Additional Rental shall be adjusted on an equitable basis for the period of such taking, and Landlord shall be under no obligation to make any repairs or alterations. In the event of any taking of the Premises, Tenant hereby assigns to Landlord the value of all or any portion of the unexpired term of the Lease and all leasehold improvements, and Tenant shall not assert a claim for a condemnation award therefor; provided, however, Tenant may pursue a separate award from the condemning authority for (a) relocation and moving expenses, and (b) compensation for loss of Tenant's business.



20. Casualty .

a. In the event any portion of the Premises or any portion of the General Common Areas (or, if Tenant is on a multi-tenant floor, any portion of the On-Floor Common Areas for the floor on which the Premises are located) is damaged by fire or other casualty, earthquake or flood or by any other cause of any kind or nature, and the damage can, in the opinion of the Landlord's architect, be repaired within ninety (90) calendar days from the date of the casualty, then Landlord shall repair the damage. In the event the damage cannot, in the opinion of Landlord's architect, be repaired within ninety (90) days from the date of the casualty, but can be repaired within one hundred eighty (180) days from the date of the casualty, Landlord, at Landlord's sole option, may elect either to terminate this Lease or to repair the damage. If in Landlord's opinion of Landlord's architect, the damage cannot be repaired within one hundred eighty (180) days from the date of the casualty, then both Landlord and Tenant shall have the right to terminate this Lease.


b. Notwithstanding any language herein to the contrary, Landlord, at Landlord's sole option, shall have the right to terminate this Lease if at the time of any such damage, (i) less than two (2) years remain in the term of this Lease; (ii) the cost of repairing and restoring the damage exceeds twenty-five percent (25%) of the replacement cost of the Building; or (iii) Landlord's lender does not make the insurance proceeds available to Landlord to restore the Premises.

c. In the event this Lease is not terminated as provided hereunder (i) Landlord shall be obligated to repair the damage only to the extent of the net insurance proceeds available to Landlord for the purpose of rebuilding and restoration; (ii) to the extent Landlord has rental loss insurance proceeds available, Tenant shall be entitled to a pro rata abatement of Base Rental and Additional Rental during the period of time the Premises, or any portion thereof, are untenable due to such damage; and (iii) if the Premises, the Building, or any portion thereof shall be damaged through the negligence or willful misconduct of Tenant and the cost of repairing the same is not covered by Landlord's insurance, such damage shall be repaired by Landlord at the sole expense of Tenant, plus an administrative fee to Landlord of fifteen percent (15%) of such costs.

d. In the event of any termination of this Lease under this Section, this Lease shall cease and terminate as if the date of such damage were the expiration date of the term of this Lease.

21. Insurance .

a. Landlord shall maintain property insurance coverage on the Building. Said insurance shall be maintained in amounts desired by Landlord and payments for losses thereunder shall be made solely to Landlord. Tenant shall maintain at its expense business interruption insurance and property insurance coverage at full replacement cost on of all its personal property, including removable trade fixtures located in the Premises and on all additions and improvements (including fixtures) made by Tenant.



b. Landlord and Tenant shall each maintain a policy or policies of commercial general liability insurance. Such insurance shall afford minimum protection (which may be affected by primary and/or excess coverage) of not less than \$3,000,000 per occurrence for injury to or death of any person and of not less than \$500,000.00 per occurrence for property damage.

c. If Tenant shall fail to procure and maintain the insurance required herein, Landlord may, but shall not be required to, procure and maintain the same, but at the expense of Tenant, plus a fifteen percent (15%) administrative fee, which Tenant shall pay to Landlord upon demand. Unless otherwise permitted by Landlord, Tenant's insurance required hereunder shall be in companies rated A-, Class XII in "Best's Insurance Guide." Tenant shall deliver to Landlord prior to occupancy of the Premises copies of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Landlord. Tenant shall deliver to Landlord renewals of such policies or certificates at least thirty (30) days prior to their expiration. No policy shall be cancelable or subject to reduction of coverage except after thirty (30) days' prior written notice to Landlord.

d. The cost of Landlord's insurance shall be included in Operating Expenses. However, if the annual premiums to be paid by Landlord shall exceed the standard rates because of Tenant's operations within, or contents of, the Premises, Tenant shall promptly pay the excess amount of the premium upon request by Landlord.

e. Anything in this Lease to the contrary notwithstanding, Landlord and Tenant each hereby waives any and all rights of recovery, claim, action or cause of action, against the other, its agents, servants, partners, shareholders, officers or employees, for personal injury, loss or damage to business, and loss or damage that may occur to the Premises, the Building or the Project or any personal property located thereon arising from any cause that (a) would be insured against under the terms of any insurance required to be carried hereunder; or (b) is insured against under the terms of any insurance actually carried, regardless of whether the same is required hereunder. The foregoing waiver shall apply regardless of the cause or origin of such claim, including but not limited to the negligence of a party, or such party's agents, officers, employees or contractors. The foregoing waiver shall not apply if it would have the effect, but only to the extent of such effect, of invalidating any insurance coverage of Landlord or Tenant. Each party shall obtain any special endorsements, if any, required by their respective insurers to evidence compliance with the aforementioned waiver.

22. Damages from Certain Causes . Landlord shall not be liable or responsible to Tenant for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, riot, strike, insurrection, war, act or omission of any tenant or occupant of the Building, any nuisance or interference caused or created by any tenant or occupant of the Building, requisition or order of governmental body or authority, court order or injunction, or any cause beyond Landlord's control or, except in the case of the gross negligence or intentional misconduct of Landlord, for any damage or inconvenience which may arise through repair or alteration of any part of the Building.



23. Hold Harmless. Landlord shall not be liable to Tenant, its agents, servants, employees, contractors, customers or invitees for any damage to person or property caused by any act, omission or neglect of Tenant. Without limiting or being limited by any other indemnity in this Lease, but rather in confirmation and furtherance thereof, Tenant agrees to indemnify, defend by counsel reasonably acceptable to Landlord and hold Landlord harmless of, from and against any and all losses, damages, liabilities, claims, liens, costs and expenses (including, but not limited to, court costs, reasonable attorneys' fees and litigation expenses) in connection with injury to or death of any person or damage to or theft, loss or loss of the use of any property occurring in or about the Premises, the Building or the Project arising from Tenant's occupancy of the Premises, or the conduct of its business or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Premises, the Building or the Project, or from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Lease, or due to any other act or omission or willful misconduct of Tenant or any of its agents, employees, contractors, assigns, subtenants, guest or invitees.

24. Default and Remedies.

a. The occurrence of any of the following shall constitute a default under and breach of this Lease by Tenant (an "Event of Default"):

- i) Failure by Tenant to pay any Rental within (5) days after written notice that the same is past due;
- ii) Abandonment of the Premises;
- iii) Failure by Tenant to observe or perform any of the covenants in respect of assignment and subletting;
- iv) Failure by Tenant to cure forthwith, immediately after receipt of notice from Landlord, any hazardous condition which Tenant has created or permitted in violation of law or of this Lease;
- v) Failure by Tenant to complete, execute and deliver any instrument or document required to be completed, executed and delivered by Tenant within twenty (20) days after the initial written demand therefor to Tenant;
- vi) Failure by Tenant to observe or perform any other covenant, agreement, condition or provision of this Lease, if such failure shall continue for thirty (30) days after written notice thereof from Landlord to Tenant; provided that such thirty (30) day period shall be extended for the time reasonably required to complete such cure, if such failure cannot reasonably be cured within said thirty (30) day period and Tenant commences to cure such failure within said thirty (30) day period and thereafter diligently and continuously proceeds to cure such failure;



- vii) The levy upon execution or the attachment by legal process of the leasehold interest of Tenant, or the filing or creation of a lien in respect of such leasehold interest, which lien shall not be released or discharged within thirty (30) days from the date of such filing;
- viii) Tenant or any guarantor of Tenant's obligations under this Lease becomes insolvent or bankrupt or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of a trustee or receiver for all or a major part of its property;
- ix) A trustee or receiver is appointed for Tenant, any guarantor of Tenant's obligations under this Lease or for a major part of either party's property and is not discharged within sixty (60) days after such appointment;
- x) Any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding, or other proceeding for relief under any bankruptcy law or similar law for the relief of debtors, is instituted (A) by Tenant or any guarantor of Tenant's obligations under this Lease, or (B) against Tenant or any guarantor of Tenant's obligations under this Lease and is allowed against it or is consented to by it or is not dismissed within sixty (60) days after such institution;
- xi) Tenant's repeated or continued failure to timely pay any Rental due Landlord hereunder where such failure shall continue or be repeated for two (2) consecutive months, or for a total of four (4) months in any period of twelve (12) consecutive months; or
- xii) Tenant's repeated failure to observe or perform any of the other covenants, terms or conditions hereof more than six (6) times, in the aggregate, in any period of twelve (12) consecutive months.

b. Upon the occurrence of an Event of Default, Landlord shall have the option to do and perform any one or more of the following in addition to, and not in limitation of, any other remedy or right permitted it by law or in equity or by this Lease:

- a. Landlord, with or without terminating this Lease, may immediately or at any time thereafter re-enter the Premises and correct or repair any condition which shall constitute a failure on Tenant's part to keep, observe, perform, satisfy, or abide by any term, condition, covenant, agreement, or obligation of this Lease, and Tenant shall fully reimburse and compensate Landlord on demand.
- b. Landlord, with or without terminating this Lease, may immediately or at

any time thereafter demand in writing that Tenant vacate the Premises and thereupon Tenant shall vacate the Premises and remove therefrom all property thereon belonging to or placed on the Premises by, at the direction of, or with consent of Tenant within ten (10) days of receipt by Tenant of such notice from Landlord, whereupon Landlord shall have the right to re-enter and take possession of the Premises.

- c. Landlord, with or without terminating this Lease, may immediately or at any time thereafter, re-enter the Premises and remove therefrom Tenant and all property belonging to or placed on the Premises by, at the direction of, or with consent of Tenant. Any such re-entry and removal by Landlord shall not of itself constitute an acceptance by Landlord of a surrender of this Lease or of the Premises by Tenant and shall not of itself constitute a termination of this Lease by Landlord.
- d. Landlord, with or without terminating this Lease, may immediately or at any time thereafter relet the Premises or any part thereof for such time or times, at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable, and Landlord may make any alterations or repairs to the Premises which it may deem necessary or proper to facilitate such reletting; and Tenant shall pay all costs of such reletting including but not limited to the cost of any such alterations and repairs to the Premises, attorneys' fees, leasing inducements, and brokerage commissions; and if this Lease shall not have been terminated, Tenant shall continue to pay all rent and all other charges due under this lease up to and including the date of beginning of payment of rent by any subsequent tenant of part or all of the Premises, and thereafter Tenant shall pay monthly during the remainder of the term of this Lease the difference, if any, between the rent and other charges collected from any such subsequent tenant or tenants and the rent and other charges reserved in this Lease, but Tenant shall not be entitled to receive any excess of any such rents collected over the rents reserved herein.
- e. Landlord may immediately or at any time thereafter terminate this Lease, and this Lease shall be deemed to have been terminated upon receipt by Tenant of written notice of such termination; upon such termination Landlord shall recover from Tenant all damages Landlord may suffer by reason of such termination including, without limitation, unamortized sums expended by Landlord for leasing commissions and construction of tenant improvements, all arrearages in rentals, costs, charges, additional rentals, and reimbursements, the cost (including court costs and attorneys' fees) of recovering possession of the Premises, the cost of any alteration of or repair to the Premises which is necessary or proper to prepare the same for reletting and, in addition thereto, Landlord at its election shall



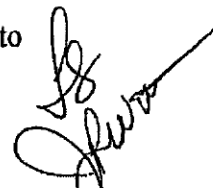
have and recover from Tenant either (A) an amount equal to the excess, if any, of the total amount of all rents and other charges to be paid by Tenant for the remainder of the term of this Lease over the then reasonable rental value of the Premises for the remainder of the term of this Lease, or (B) the rents and other charges which Landlord would be entitled to receive from Tenant pursuant to the provisions of subsection (iv) if the Lease were not terminated. Such election shall be made by Landlord by serving written notice upon Tenant of its choice of one of the two said alternatives within thirty (30) days of the notice of termination.

- f. The exercise by Landlord of any one or more of the rights and remedies provided in this Lease shall not prevent the subsequent exercise by Landlord of any one or more of the other rights and remedies herein provided. All remedies provided for in this Lease are cumulative and may, at the election of Landlord, be exercised alternatively, successively, or in any other manner and are in addition to any other rights provided for or allowed by law or in equity.
- g. No act by Landlord with respect to the Premises shall terminate this Lease, including, but not limited to, acceptance of the keys, institution of an action for detainer or other dispossessory proceedings, it being understood that this Lease may only be terminated by express written notice from Landlord to Tenant, and any reletting of the Premises shall be presumed to be for and on behalf of Tenant, and not Landlord, unless Landlord expressly provides otherwise in writing to Tenant.

25. Late Payments . In the event any installment of any Rental owed by Tenant hereunder is not paid within five (5) days of the date when due, Tenant shall pay a late charge equal to the greater of \$100.00 or two (2.0%) per cent of the amount due. The parties agree that such charge is a fair and reasonable estimate of Landlord's administrative expense incurred on account of late payment. Should Tenant make a partial payment of past due amounts, the amount of such partial payment shall be applied first to reduce all accrued and unpaid late charges, in inverse order of their maturity, and then to reduce all other past due amounts, in inverse order of their maturity.

26. Attorney's Fees . If either party initiates any action to enforce its rights under this Lease or the terms hereof, the prevailing party shall be entitled to collect from the non-prevailing party all court costs, reasonable attorneys fees and litigation expenses, including, but not limited to, costs of depositions and expert witnesses, that the prevailing party incurs in connection with such action.

27. No Waiver of Rights . No failure or delay of Landlord to exercise any right or power given it herein or to insist upon strict compliance by Tenant of any obligation imposed on it herein and no custom or practice of either party hereto at variance with any term hereof shall constitute a waiver or a modification of the terms hereof by Landlord or any right it has herein to



demand strict compliance with the terms hereof by Tenant. No waiver of any right of Landlord or any default by Tenant on one occasion shall operate as a waiver of any of Landlord's other rights or of any subsequent default by Tenant. No express waiver shall affect any condition, covenant, rule, or regulation other than the one specified in such waiver and then only for the time and in the manner specified in such waiver. No person has or shall have any authority to waive any provision of this Lease unless such waiver is expressly made in writing and signed by an authorized officer of Landlord.

28. Holding Over. In the event of holding over by Tenant after expiration or termination of this Lease without the written consent of Landlord, Tenant shall pay as rent for such holdover period one hundred twenty-five percent (125%) of the Rental that would have been payable if this Lease had not so terminated or expired). No holding over by Tenant after the term of this Lease shall be construed to extend this Lease, and Tenant shall be deemed a tenant at will, terminable on five (5) days notice from Landlord. In the event of any unauthorized holding over, Tenant shall indemnify Landlord against all claims for damages by any other tenant to whom Landlord shall have leased all or any part of the Premises effective upon the termination of this Lease.

29. Subordination.

a. This Lease and the rights of Tenant hereunder shall be and are hereby expressly made subject to and subordinate at all times to any deed of trust or mortgage (a "Mortgage") or ground lease now or hereafter existing on the Building, and to all amendments, modifications, renewals, extensions, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security thereof; provided, however, that the holder of the deed of trust or mortgage (the "Mortgagee") or the ground lessor, as applicable, shall, so long as no Event of Default has occurred, not disturb Tenant in its possession of the Premises. Upon request, Tenant agrees to execute and deliver to Landlord such further instruments consenting to or confirming the subordination of this Lease to the Mortgage or ground lease and containing such other provisions which may be requested in writing by Landlord, the Mortgagee or the ground lessor. Notwithstanding anything to the contrary contained herein, any Mortgagee may subordinate, in whole or in part, its Mortgage to this Lease without joinder of Tenant by sending Tenant notice in writing.

b. Tenant agrees that if Landlord defaults in the performance or observance of any covenant or condition of this Lease required to be performed or observed by Landlord hereunder, Tenant will give written notice specifying such default by certified or registered mail, postage prepaid, to any Mortgagee or any ground lessor of which Tenant has been notified in writing, and before Tenant exercises any right or remedy which it may have on account of any such default of Landlord, such party shall have a reasonable amount of time to cure such default of Landlord, including but not limited any time required to obtain possession of the mortgaged or leased estate. Whether or not any Mortgage is foreclosed or any ground lease is terminated, or any Mortgagee or ground lessor succeeds to any interest of Landlord under this Lease, no Mortgagee or ground lessor shall have any liability to Tenant for any security deposit paid to Landlord by Tenant hereunder, unless such security deposit has actually been received by such Mortgagee or

Handwritten signature and date: JS, 7/11/00

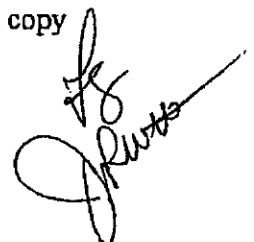
ground lessor. No Mortgagee or ground lessor of which Tenant has been notified, in writing, shall be bound any amendment or modification of this Lease made without the written consent of such Mortgagee or ground lessor, nor shall any such party be liable for any defaults of Landlord under this Lease.

30. Estoppel Certificate . Tenant agrees that, from time to time upon request by Landlord, or any existing or prospective Mortgagee or ground lessor, Tenant will complete, execute and deliver a written estoppel certificate certifying (a) that this Lease is unmodified and is in full force and effect (or if there have been modifications, that this Lease, as modified, is in full force and effect and setting forth the modifications); (b) the amounts of the monthly installments of Base Rental, Additional Rental and other sums then required to be paid under this Lease by Tenant; (c) the date to which the Base Rental, Additional Rental and other sums required to be paid under this Lease by Tenant have been paid; (d) that Landlord is not in default under any of the provisions of this Lease, or if in default, the nature thereof in detail and what is required to cure same; and (e) such other information concerning the status of this Lease or the parties' performance hereunder reasonably requested by Landlord or the party to whom such estoppel certificate is to be addressed.

31. Sublease or Assignment by Tenant .

a. The Tenant shall not, without the Landlord's prior written consent, which will not be unreasonably withheld, (i) assign, convey, mortgage, pledge, encumber, or otherwise transfer (whether voluntarily, by operation of law, or otherwise) this Lease or any interest hereunder; (ii) allow any lien to be placed upon Tenant's interest hereunder; (iii) sublet the Premises or any part thereof; or (iv) permit the use or occupancy of the Premises or any part thereof by anyone other than Tenant. Any attempt to consummate any of the foregoing without Landlord's consent shall be void and of no force or effect. For purposes hereof, the transfer of the ownership or voting rights in a controlling interest of the voting stock of Tenant (if Tenant is a corporation) or the transfer of a general partnership interest or a majority of the limited partnership or membership interest in Tenant (if Tenant is a partnership or limited liability company), at any time throughout the term of this Lease, shall be deemed to be an assignment of this Lease. Notwithstanding anything hereinabove to the contrary alteration by Tenant of its form of business entity, including but not limited to changing from a limited liability company to a corporation, shall not be deemed an assignment of this Lease provided that: 1) notice of Tenant's intent to change the form of its business entity is provided to Landlord not less than thirty (30) days prior to any such change; and, 2) all assets of Tenant are transferred to the successor Tenant entity and there are no actions taken to transfer assets formerly belonging to Tenant from the successor Tenant entity or to transfer or assume new liabilities by the successor Tenant entity; and, 3) the successor Tenant entity specifically assumes in writing all of the obligations of Tenant hereunder in writing effective as of the date and time of the transfer of assets.

b. For any proposed assignment or subletting Tenant shall submit to Landlord a copy of the proposed sublease or assignment, and such additional information concerning the business, reputation and creditworthiness of the proposed sublessee or assignee as shall be



sufficient to allow Landlord to form a commercially reasonable judgment with respect thereto. If Landlord approves any proposed sublease or assignment, Landlord shall receive from Tenant as additional rent hereunder fifty percent (50%) of any rents or other sums received by Tenant pursuant to said sublease or assignment in excess of the rentals payable to Landlord by Tenant under this Lease (after deducting all of Tenant's reasonable costs associated therewith, including reasonable brokerage fees and the reasonable cost of remodeling or otherwise improving the Premises for said sublessee or assignee), as such rents or other sums are received by Tenant from the approved sublessee or assignee. Landlord may require that any rent or other sums paid by a sublessee or assignee be paid directly to Landlord.

c. Notwithstanding the giving by Landlord of its consent to any subletting, assignment or occupancy as provided hereunder or any language contained in such lease, sublease or assignment to the contrary, unless this Lease is expressly terminated by Landlord, Tenant shall not be relieved of any of Tenant's obligations or covenants under this Lease and Tenant shall remain fully liable hereunder.

32. Quiet Enjoyment. Landlord covenants that Tenant shall and may peacefully have, hold and enjoy the Premises free from hindrance by Landlord or any person claiming by, through or under Landlord but subject to the other terms hereof, provided that Tenant pays the Rental and other sums herein recited to be paid by Tenant and performs all of Tenant's covenants and agreements herein contained. It is understood and agreed that this covenant and any and all other covenants of Landlord contained in this Lease shall be binding upon Landlord and its successors only with respect to breaches occurring during the ownership of the Landlord's interest hereunder.

33. Landlord's Relocation Right. If the Premises contain less than twenty (20%) per cent of the rentable square feet of Building Two, upon one hundred twenty (120) days written notice to Tenant, Landlord may substitute for the Premises other premises in the Building (the "New Premises"), in which event the New Premises shall be deemed to be the Premises for all purposes hereunder, provided:

a. The New Premises shall be similar in size and shall either have substantially the same configuration as the Premises or a configuration substantially as usable for the purposes for which the Premises are being used by Tenant or, if possession of the Premises has not yet been delivered to Tenant, then for the purposes for which the Premises are to be used by Tenant, and the cost of which, together with Tenant's reasonable and necessary moving expenses shall be borne by Landlord.

b. Upon substitution of the New Premises for the Premises, the Net Rentable Area of the New Premises shall control for purposes of this Lease, and Tenant Percentage Share and the Base Rental shall be recalculated and adjusted based on the Net Rentable Area of the New Premises.

c. Tenant shall not be entitled to any compensation for any inconvenience or interference with Tenant's business, nor to any abatement or reduction in rent or other sums



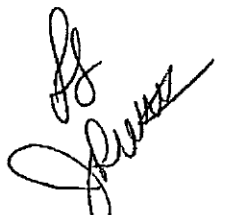
payable by Tenant hereunder, nor shall Tenant's obligations under this Lease be otherwise affected, as a result of the substitution of the New Premises, except as otherwise expressly provided in this Section. Tenant agrees to cooperate with Landlord so as to facilitate the prompt completion by Landlord of its obligations under this Section. At Landlord's request, Tenant shall execute a supplement to this Lease confirming the substitution of the New Premises for the Premises.

34. Assignment by Landlord. Landlord shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder, in the Premises and the Building, and in such event and upon such transfer no further liability or obligation shall thereafter accrue against Landlord hereunder.

35. Limitation of Landlord's Personal Liability. Tenant specifically agrees to look solely to Landlord's equity interest in the Building for the recovery of any monetary judgment against Landlord, it being agreed that Landlord (and its partners, members and shareholders) shall never be personally liable for any such judgment. The provision contained in the foregoing sentence is not intended to, and shall not, limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or Landlord's successors in interest or any suit or action in connection with enforcement or collection of amounts which may become owing or payable under or on account of insurance maintained by Landlord.

36. Force Majeure. Landlord and Tenant (except with respect to the payment of Rental or any other monetary obligation under this Lease) shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease when prevented from so doing by a cause or causes beyond the Landlord's or Tenant's (as the case may be) control (excluding financial inability to perform), which shall include, without limitation, all labor disputes, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, acts of God, or any other cause not within the reasonable control of Landlord or Tenant (as the case may be).

37. Surrender of Premises. Upon the termination of this Lease by lapse of time or otherwise or upon the earlier termination of Tenant's right of possession, Tenant shall quit and surrender possession of the Premises to Landlord, broom clean, in the same condition as upon delivery of possession to Tenant hereunder, normal wear and tear excepted. Before surrendering possession of the Premises, Tenant shall, without expense to Landlord, remove all signs, furnishings, equipment, trade fixtures, merchandise and other personal property installed or placed in the Premises and all debris and rubbish, and Tenant shall repair all damage to Premises resulting from such removal. If Tenant fails to remove any of the signs, furnishings, equipment, trade fixtures, merchandise and other personal property installed or placed in the Premises by the expiration or termination of this Lease, then Landlord may, at its sole option, (i) treat Tenant as a holdover, in which event the provisions of this Lease regarding holding over shall apply; (ii) deem any or all of such items abandoned and the sole property of Landlord; or (iii) remove any and all such items and dispose of same in any manner. Tenant shall pay Landlord on demand any and all expenses incurred by Landlord in the removal of such items, including, without limitation, the cost of repairing any damage to the Premises or the Building caused by



such removal and storage charges (if Landlord elects to store such property).

38. Notices . Any notice or other communications required or permitted to be given under this Lease must be in writing and shall be effectively given or delivered if (a) hand delivered to the addresses for Landlord and Tenant stated below, (b) sent by certified or registered United States Mail, return receipt requested, to said addresses, or (c) sent by nationally recognized overnight courier (such as Federal Express, UPS Next Day Air or Airborne Express), with all delivery charges paid by the sender and signature required for delivery, to said address. Any notice mailed shall be deemed to have been given upon receipt or refusal thereof. Notice effected by hand delivery shall be deemed to have been given at the time of actual delivery. Either party shall have the right to change its address to which notices shall thereafter be sent and the party to whose attention such notice shall be directed by giving the other party notice thereof in accordance with the provisions of this Section.

a.

Landlord:

Donelson Corporate Centre
c/o Mr. Floyd Shechter
Cumberland Financial Services
631 Second Avenue South, Suite 1R
Nashville, TN 37210

with a copy to:

Mr. Robert E. Wood, Esq.
Boult, Cummings, Connors & Berry
414 Union Street, Suite 1600
Nashville, TN 37219

A handwritten signature in black ink, appearing to be "F. Shechter", is located in the bottom right corner of the page.

Tenant:

Automated License Systems, LLC
Attn: James P. Wilson, III
Donelson Corporate Centre
3055 Lebanon Road
Building Two, Suite 301
Nashville, TN 37214

with a copy to:

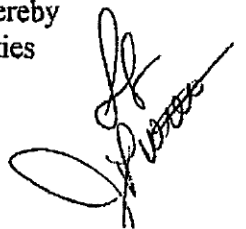
Ernest D. Bennett III, Esq.
Taylor, Pigue, Marchetti, Bennett & McCaskill, PLLC
2908 Poston Avenue
Nashville, TN 37203

Mr. Timothy Stowell
Corporate Real Estate Advisors
5115 Maryland Way, Suite 100
Brentwood, TN 37027

39.

Miscellaneous

- a. This Lease shall be binding upon and inure to the benefit of the successors and assigns of Landlord, and shall be binding upon and inure to the benefit of Tenant, its successors, and, to the extent assignment may be approved by Landlord hereunder, Tenant's assigns.
- b. All rights and remedies of Landlord and Tenant under this Lease shall be cumulative and none shall exclude any other rights or remedies allowed by law. This Lease is declared to be a Tennessee contract, and all of the terms hereof shall be construed according to the laws of the State of Tennessee.
- c. This Lease may not be altered, changed or amended, except by an instrument in writing executed by all parties hereto.
- d. If Tenant is a corporation, partnership, limited liability company or other entity, Tenant warrants that all consents or approvals required of third parties (including but not limited to its Board of Directors, partners or members) for the execution, delivery and performance of this Lease have been obtained and that Tenant has the right and authority to enter into and perform its covenants contained in this Lease.
- e. To the extent permitted by applicable law, the parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties



hereto against the other on any matters whatsoever arising out of or in any way connected with this lease, the relationship of landlord and tenant, Tenant's use or occupancy of the Premises and/or any claim of injury or damage. In the event Landlord commences any proceedings for nonpayment of rent or any other amounts payable hereunder, Tenant shall not interpose any counterclaim of whatever nature or description in any such proceeding, unless the failure to raise the same would constitute a waiver thereof. This shall not, however, be construed as a waiver of Tenant's right to assert such claims in any separate action brought by Tenant.

f. If any term or provision of this Lease, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and shall be enforceable to the extent permitted by law.

g. Time is of the essence in this Lease.

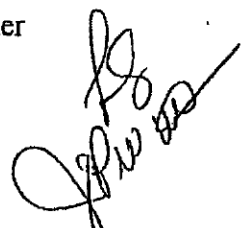
h. Tenant represents and warrants to Landlord that Tenant did not deal with any broker in connection with this Lease other than Corporate Real Estate Advisors and Timothy Stowell ("Principal Broker"), who shall be paid by Landlord per a separate agreement. Tenant shall indemnify, defend and hold Landlord harmless of, from and against any and all losses, damages, liabilities, claims, liens, costs and expenses (including, without limitation, court costs, reasonable attorneys' fees and litigation expenses) arising from any claims or demands of any other broker or brokers or finders for any commission alleged to be due such other broker or brokers or finders claiming to have dealt with Tenant in connection with this Lease or with whom Tenant hereafter deals or whom Tenant employs.

i. If Tenant comprises more than one person, corporation, partnership, limited liability company or other entity, the liability hereunder of all such persons, corporations, partnerships or other entities shall be joint and several.

j. Landlord's receipt of any Rental payable by Tenant hereunder with knowledge of the breach of a covenant or agreement contained in this Lease shall not be deemed a waiver of the breach. No acceptance by Landlord of a lesser amount than the installment of Rental which is due shall be considered, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed, an accord and satisfaction. Landlord may accept a check or payment without prejudice to Landlord's right to recover the balance due or to pursue any other remedy provided in this Lease.

k. Submission of this instrument for examination shall not constitute a reservation of or option to lease the Premises or in any manner bind Landlord, and no lease or obligation on Landlord shall arise until this instrument is signed and delivered by Landlord and Tenant.

l. Any claim, cause of action, liability or obligation arising under the term of this Lease and under the provisions hereof in favor of a party hereto against or obligating the other party hereto and all of Tenant's indemnification obligations hereunder shall survive the

A handwritten signature in black ink, appearing to be "J. Stowell", is located in the bottom right corner of the page.

expiration or any earlier termination of this Lease.

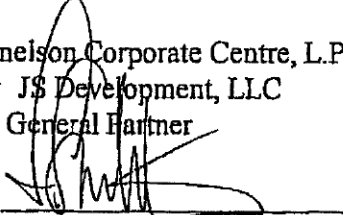
m. **Binding Arbitration.** Notwithstanding anything hereinabove, in the event that any dispute arises between the parties with respect to whether an Event of Default has occurred under this lease agreement, or with respect to the construction, interpretation, or enforcement of any provision of this agreement (other than an Event of Default based upon non payment or under payment of Base Rental, Additional Rental, or any other monetary amount that Landlord assesses to Tenant in accordance with the terms hereof, for which Landlord shall be entitled to any other remedies provided in this Lease) such dispute may (at the option of either party) be submitted to binding arbitration pursuant to the rules of the American Arbitration Association (“AAA”). Once submitted, the Landlord and Tenant shall select a qualified arbitrator from the AAA panel of Nashville based arbitrators of commercial real estate disputes, who shall conduct the arbitration. The Landlord and Tenant shall equally divide all reasonable expenses of the AAA associated with this arbitration. The prevailing party shall be entitled to an award of its reasonable costs and expenses, including attorney’s fees, the AAA arbitrator expenses, and expert fees, from the arbitration. The arbitrator’s decision shall be binding and enforceable in a court of competent jurisdiction.

40. Continuous Operations. Notwithstanding anything hereinabove to the contrary, Landlord understands that maintenance of Tenant’s computer and communications capabilities for continuous operation and provision of electronic data interchange services to its customers is critical and essential to Tenant’s business operation. Accordingly, in the event Tenant’s computer and/or communications capabilities are interrupted Landlord will take or permit to be taken, or allow Tenant to take or permit to be taken, any and all reasonable and necessary actions to restore Tenant’s computer and communications capabilities to full functional capacity, provided that in taking any such action Tenant does not violate any local, state or federal laws, regulations or ordinances and further provided that Tenant pays for the costs of any such actions if the cost of such actions are Tenant’s responsibility pursuant to the terms of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed and sealed this Lease as of the date aforesaid.

LANDLORD:

Donelson Corporate Centre, L.P.
By: JS Development, LLC
Its: General Partner

By: 
Floyd Shechter
Title: Managing Member



TENANT:
Automated License Systems, LLC

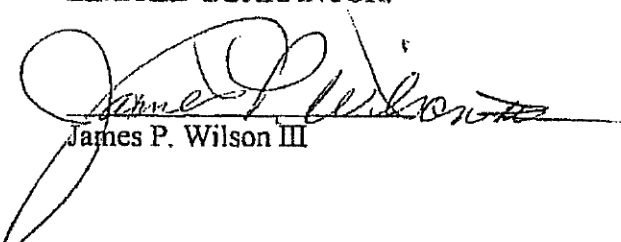
By: 

Print: JAMES P. WILSON, III

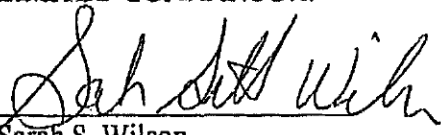
Title: CO-CEO

Limited Guarantors pursuant to the terms of separate guaranty agreements of even date herewith:

LIMITED GUARANTOR:


James P. Wilson III

LIMITED GUARANTOR:


Sarah S. Wilson

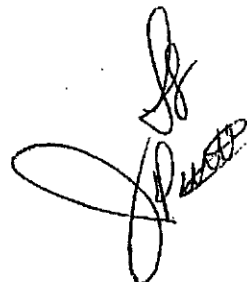


EXHIBIT A-1 — DESCRIPTION OF LAND

Being a certain tract of land located along the east side of Lebanon Pike in the Fourteenth Councilmanic District of Nashville, Davidson County, Tennessee, and being more particularly described according to a survey made by Ragan-Smith Associates, Jackie L. Dillahay, Registered Land Surveyor No. 1417, dated May 21, 1997; Job No. 97069, as follows:

Beginning at a concrete monument (old), said monument being the southeast corner of the herein described tract, a corner to the State of Tennessee Law Enforcement Academy as evidenced in Book 1713, page 90, Register's Office for Davidson County, Tennessee, and in the east right of way of Lebanon Pike;

Thence with the east right of way of Lebanon Pike for the next 7 calls: 1) North 21 degrees 16 minutes 10 seconds East, 414.90 feet to a concrete monument (old); 2) North 22 degrees 16 minutes 10 seconds East 520.26 feet to an iron pin (old); 3) North 23 degrees 54 minutes 10 seconds East, 322.34 feet to an iron pin (old); 4) North 34 degrees 02 minutes 40 seconds East, 107.91 feet to a concrete monument (old); 5) North 61 degrees 02 minutes 50 seconds West, 4.72 feet to a concrete monument (old); 6) North 37 degrees 28 minutes 40 seconds East, 231.14 feet to a concrete monument (old); and 7) North 48 degrees 27 minutes 00 seconds East, 338.87 feet to an iron pin (old), said pin being a corner to Trinet Trust as evidenced in Book 7379, page 10, said Register's Office;

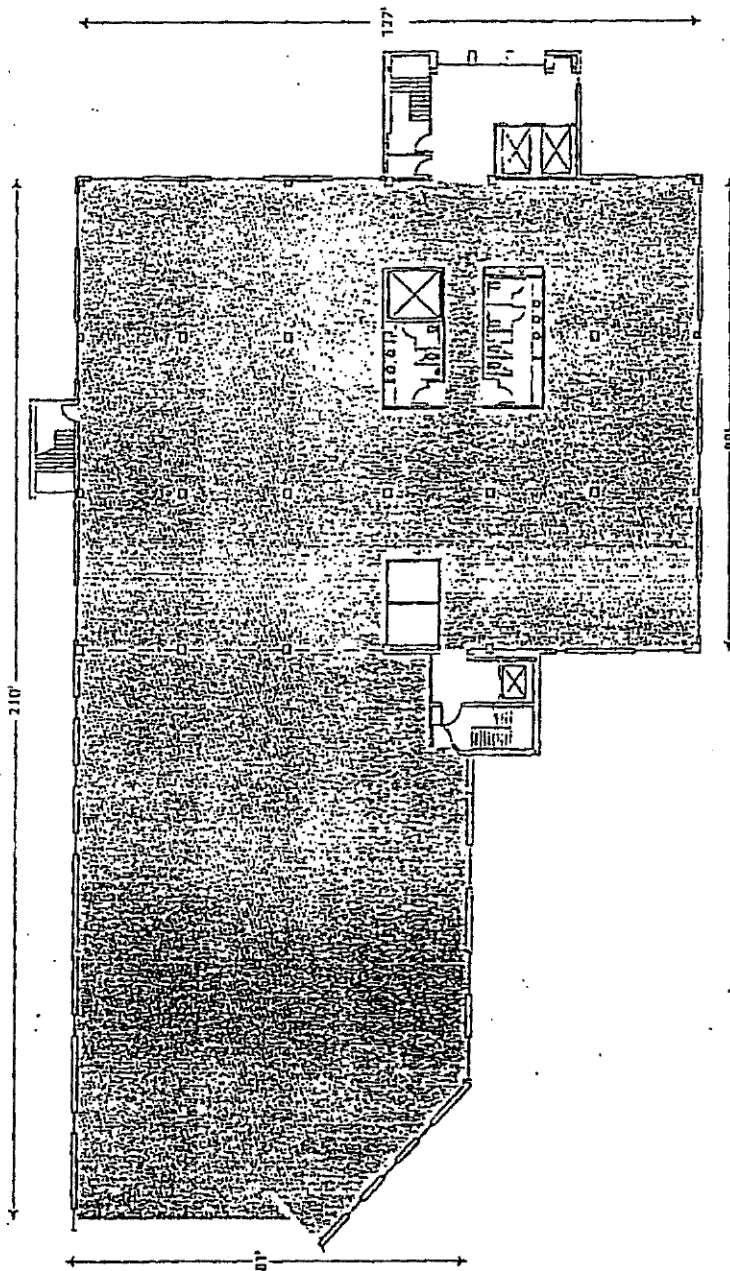
Thence with the line of Trinet Trust for the next 7 calls: 1) South 63 degrees 01 minutes 00 seconds East, 172.55 feet to an iron pin (old); 2) South 21 degrees 56 minutes 20 seconds West, 525.90 feet to a concrete monument (old); 3) South 67 degrees 53 minutes 50 seconds East, 60.00 feet to an iron pin (old); 4) South 22 degrees 06 minutes 10 seconds West, 400.03 feet to an iron pin (old); 5) North 67 degrees 53 minutes 50 seconds West, 60.00 feet to a concrete monument (old); 6) South 22 degrees 06 minutes 10 seconds West, 200.01 feet to an iron pin (old); and 7) South 34 degrees 13 minutes 40 seconds West, 736.78 feet to an iron pin (old), said pin being the line of the aforementioned State of Tennessee Law Enforcement Academy;

Thence with the line of the Academy for the next 2 calls: 1) North 23 degrees 45 minutes 40 seconds West, 139.93 feet to an iron pin (old); and 2) North 67 degrees 50 minutes 00 seconds West, 258.07 feet to the point of beginning and containing 24.15 acres, more or less.

INCLUDED IN THE ABOVE DESCRIPTION, BUT SPECIFICALLY EXCLUDED THEREFROM is the property conveyed to Nashville Educare as evidenced in Book 5287, page 175, said Register's Office, and shown as Lot 1 on the Plat of Donelson Hospital, of record in Book 4395, page 153, said Register's Office.

Being the same property conveyed to HCA Realty, Inc. by deed from HCA Health Services of Tennessee, Inc., a Tennessee corporation, of record in Book 10368, page 786, said Register's Office, and by deed from HCA Hospital Corporation of America, a Delaware corporation, of record in Book 10368, page 790, said Register's Office.

EXHIBIT A-2 — FLOOR PLAN OF PREMISES



[Handwritten signature]

EXHIBIT B — LANDLORD'S WORK

WORK LETTER AGREEMENT

This Work Letter Agreement (this "**WORK LETTER**") is made and entered into as of this 21st day of September, 1994, by and between Donelson Corporate Centre, L. P. ("**Landlord**"), and Automated License Systems, LLC a Tennessee Limited Liability Company ("**Tenant**") under the following circumstances:

A. Landlord and Tenant are entering into a Lease of even date herewith (the "**Lease**") relating to space in a building owned by Landlord, known as Building II of the Donelson Corporate Centre, having a street address of 3055 Lebanon Road, Donelson, Tennessee (the "**Building**"); and

B. Landlord and Tenant desire entering into this Work Letter for the purpose of setting forth their agreements relating to the design and construction of the tenant improvements in such space.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. **Tenant Improvements to Designated Space.** Landlord shall install, furnish and construct in a prompt, good and workmanlike manner, the interior partitions, finishes and other tenant improvement work (the "**Tenant Improvements**") in and for the Demised Premises in accordance with the "T.I. Plans and Specifications" to be produced in accordance with Section 2 herein below. It is intended that the Tenant Improvements will include and the T.I. Plans and Specifications will describe all work, labor, material, installations and construction required to produce in the entirety of the Demised Premises, on a "turn key" basis, a completed space ready for use and occupancy as first class office suites by Tenant, subject only to installation of furniture and equipment of Tenant. Landlord's obligation to fund the cost of Tenant Improvements shall be limited to an allowance of \$18.00 multiplied by the Rentable Area of the Demised Premises (the "**T.I. Allowance**"). For example, if the Rentable Area of the Demised Premises is 1,000 square feet of Rentable Area, then the total T.I. Allowance and obligation of Landlord would be \$18,000.

- (a) Landlord shall not enter into any contract for the construction of the Tenant Improvements unless the proposed contractor has been approved by Tenant, which approval shall not be unreasonably withheld or delayed. The contractor that has been approved by Tenant is hereinafter referred to as the "Contractor"

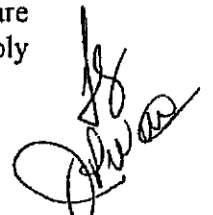


and the contract and contract documents approved by the Tenant is hereinafter referred to as the "Contract." The cost of the Tenant Improvements as set forth in the Contract shall be referred to as the "Contract Sum". In the event that the cost of the Tenant Improvements for the Demised Premises which has been approved by Tenant as aforesaid exceeds the sum equal to \$18.00 times the Rentable Square Feet of the Demised Premises, then the Tenant shall be responsible for the costs in excess of \$18.00 per Rentable Square Foot. The costs approved by Tenant are set forth in the bid from D.F. Chase dated September 21, 1999 and attached hereto as Exhibit B-1.

- (b) Tenant shall pay its share of the costs of the Tenant Finish Work as described above in Section 1 (a) ("Tenant's Share") by paying Tenant's Share directly to the Contractor during the course of the Tenant Finish Work by paying a portion of each "Progress Payment" (as defined in the Contract). Such portion shall be equal to a ratio the numerator of which shall be the amount per rentable square foot that the contract sum exceeds \$18.00 per rentable square foot and the denominator of which shall be the Contract Sum divided by the rentable square feet of the Demised Premises. Tenant's Share shall also include one hundred per cent of the cost of any change orders to the Contract Sum (whether increasing or decreasing the Contract Sum) approved by Tenant. Tenant shall have the right to review each draw request for a Progress Payment and any supporting documentation of each such draw request submitted by the Contractor to the Landlord or Project Architect.

2. Space Plan and Specifications.

- (a) On or before July 2, 1999, Tenant shall cause its consultant, Design Collective Inc. (the "Review Architect") to prepare and deliver to Landlord draft floor plans and outline specifications for the Demised Premises and the Tenant Improvements. Landlord shall not unreasonably withhold or delay its approval of such floor plans and outline specifications. If Landlord has any objections or comments with respect to such draft floor plans and outline specifications, Landlord shall notify Tenant of such objections in writing within 5 (five) days after Landlord's receipt thereof or Landlord shall be deemed to have approved such draft floor plans and outline specifications. Tenant shall promptly cause the requested changes and modifications to be made to the floor plan and outline specifications, and shall promptly resubmit to Landlord the modified floor plan and outline specifications, which shall be subject to the same review, approval and modification procedures set for above. The final floor plans and outline specifications for the Demised Premises and the Tenant Improvements approved by Landlord shall hereinafter be referred to as the "T.I. Outline Specifications."
- (b) Following approval of the T.I. Outline Specifications, Landlord shall cause its project architect, Design Collective, Inc. (the "Project Architect") to prepare and deliver to Tenant for Tenant's approval (which it shall not unreasonably



withhold or delay) within twenty (20) days after Landlord's approval of the T.I. Outline Specifications as set forth above in Section 2(a), any and all necessary construction documents for the Tenant Improvements in the Demised Premises, including but not limited to, 1/4" architectural, mechanical and electrical working drawings to scale together with specifications necessary to complete such Tenant Improvements. The construction documents will be prepared based upon the T.I. Outline Specifications, and shall in all material respects be consistent with the development of such T.I. Outline Specifications. If Tenant has any objections or comments with respect to such construction documents, working drawings and specifications, it shall notify Landlord and the Project Architect in writing such objections within five (5) days after receipt thereof or Tenant shall be deemed to have approved such documents, drawings and specifications. Landlord shall cause the Project Architect in writing to make the requested changes and modifications to the construction documents, working drawings and specifications, and shall resubmit to Tenant and the Review Architect the modified construction documents, working drawings and specifications, which shall be subject to the same review, approval and modification procedures set forth above. The final construction documents, working drawings and specifications for the Tenant Improvements approved by Tenant, shall be referred to as the "T.I. Plans and Specifications." None of the T.I. Plans and Specifications may be changed or otherwise modified without the prior written consent of Tenant. Said documents are Dated August 10, 1999 and have been modified, reviewed and approved by Tenant (a list of said modifications is attached hereto).

3. **Permits.** Landlord shall obtain and maintain all authorizations, approvals and permits required by any governmental entity for the Tenant Improvements described herein to be performed by Landlord. Tenant shall cooperate with Landlord in obtaining such authorizations, approvals or permits.

4. **Completion.** The Tenant Improvements shall be deemed complete when all of the following have occurred: (A) the Project Architect's certificate of Final Completion with respect to the Tenant Improvements shall have been delivered to Landlord and Tenant; (B) Landlord shall have obtained and delivered to Tenant a Temporary Certificate of Occupancy for the Demised Premises from the governmental authority which has authority to issue such certificates in the jurisdiction wherein the Premises are located, which Temporary Certificate of Occupancy shall indicate that the Final Certificate of Occupancy will be issued in due course; and (C) Landlord and Tenant shall have accepted the Tenant Finish Work as being in substantial conformity with the T.I. Plans and Specifications and have executed a written acknowledgment of such acceptance setting forth the T.I. Completion Date (the "T.I. Completion Date Certificate"), excepting punch list items as defined below, which shall also be signed by Landlord.



5. **Access Before Completion.** Tenant shall have access to the Demised Premises in which Tenant Improvements are being performed prior to completion only for the purposes of inspecting Landlord's work or otherwise as agreed to by the parties in writing.

6. **Punch List Work.** Following issuance of the Project Architect's Certificate of Final Completion with respect to the Tenant Improvements, Tenant may inspect the Tenant Improvements and prepare a punch list setting forth all incomplete, defective or other items of construction not in conformity to the T.I. Plans and Specifications and if such punch list is delivered to Landlord, Landlord shall complete or correct all items on the punch list within thirty (30) days of receipt thereof (or within a reasonable period of time if thirty(30) days is insufficient time during which to complete such item). In the event Landlord fails to complete or correct any or all items on the punch list as herein provided, Tenant may complete or correct any or all such items and Landlord shall reimburse Tenant for the cost thereof plus interest thereon within thirty (30) days after receipt from Tenant of written demand for such payment and in the event Landlord fails to reimburse Tenant for such cost and 12% interest within such thirty (30) day period, Tenant may either deduct such cost and interest from the next ensuing installments of rent coming due under the Lease until such costs plus interest are recovered or pursue whatever remedies Tenant may have against Landlord at law or in equity. Landlord shall complete and correct each item set forth on the punch list even if the determination of whether the Tenant Improvements have been constructed in substantial conformity with the T.I. Plans and Specifications has been submitted to arbitration or litigation.

7. **Defective Work.** Landlord warrants to Tenant that (i) the Tenant Improvements will be constructed in accordance with the T.I. Plans and Specifications, (ii) all materials and equipment furnished will be new, unless otherwise specified, (iii) Tenant Improvements will be of good quality, free from faults and defects, and (iv) the Tenant Improvements shall be in full compliance with all applicable laws, codes and regulations, including by way of example, but not as a limitation, environmental, zoning, building and land use laws, codes and regulations. Without limiting the generality of the foregoing, if within one year after the date of substantial completion of all the Tenant Improvements, or within such longer period of time as may be prescribed by law or the terms of any applicable warranty required by the T.I. Plans and Specifications, the Tenant Improvements or any part or element of either is found to be defective or not in accordance with the T.I. Plans and Specifications, Landlord shall correct same within 30 days after receipt of written notice from Tenant to do so or a longer reasonable period if such correction cannot reasonably be completed within a 30-day period, unless Tenant has previously given Landlord a written acceptance of such condition. Unless such condition is specifically referred to and accepted in a written instrument delivered to Landlord, acceptance by Tenant of the Tenant Improvements pursuant to the lease shall not be deemed to be written acceptance of any such condition.

A handwritten signature in black ink, appearing to be 'J. S. [unclear]', is located in the bottom right corner of the page.

LANDLORD:

Donelson Corporate Centre, L.P.

By: JS Development, LLC,
its General Partner

By:  _____

TENANT:

Automated License Systems, LLC

By:  _____

James P. Wilson III

Received Sep-24-99 11:34am from 615 777 4544 → 6152441143
09/24/99 FRI 11:35 FAX 615 777 4544 D F CHASE

page 2
002

P.O. Box 158837 (37215)
3001 Armory Drive • Suite 200
Nashville, Tennessee 37204
615 777-5900 • FAX: 615 777-4544
1-800-924-2732
e-mail: dfchaseinc@aol.com
website: www.dfchase.com



D.F. CHASE, INC. CONSTRUCTION

September 21, 1999

Mr. Floyd Shechter
Donelson Corporate Centre
631 Second Ave. South, Suite 3F
Nashville, TN 37210

RE: Automatic License Systems
DFC File No. E06698

Dear Floyd:

We are pleased to submit the following proposal for the interior tenant finishes for the Automated License Systems. The price includes all work shown on the drawings labeled COV-1, G1.01, A1.01, A8.01, A9.01, A11.01, F1.01, and PC1.01 dated August 10, 1999 and submitted by Design Collective Interiors. We can complete this scope of work of the interior finishes for a cost of \$375,936. This price is based upon the assumption that all add alternates have been accepted with the exception of the connection to the campus generator and those noted as add alternates at the end of this proposal.

Scope of Work

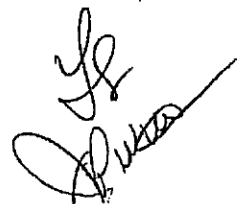
Includes the following general condition items: supervision, general liability insurance, building permits, equipment rentals, ongoing clean-up, project final clean-up, disposal fees, temporary telephone service, and temporary restroom facilities. Final clean-up includes the interior glass surfaces.

1. Includes rough carpentry and hardware for the miscellaneous blocking required at the cabinets.
2. Includes plastic laminate covered base and wall cabinets as shown on sheet A9.01. All cabinets shall be plastic laminate colors as noted on sheet F1.01.
3. Includes plastic laminated shelving, standards, and brackets in space 134 and paint grade shelves, standards, and brackets in space 124.
4. Furnish and install 34, 3'0"x7'0", and one (1), 6'0"x7'0" hollow metal doorframes with 36 solid core wood doors. Includes a lockset as noted, 1-1/2 pair butt hinges, and one (1) doorstop for each door. Note, 2 solid wood doors shall include full glass window kits.
5. Includes hollow metal window frames at space 111, Data Center, with glass, per building code.

A handwritten signature in black ink, appearing to read "Floyd Shechter".

Mr. Floyd Shechter
Donelson Corporate Centre
Page 2 of 4
August 31, 1999

6. Furnish and install 5/8" Type X drywall over 25 gauge metal studs, L-beaded at the top of walls to ceiling grid. R-11 unfaced insulation is included in new walls. One (1) hour walls will be sealed to deck with fire caulk, taped, and finished ready to paint. Scope of work includes:
- a) 787 linear feet of typical wall to ceiling grid
 - b) 32 linear feet of chase wall to ceiling grid
 - c) 35 linear feet of chase wall to six inches (6") above ceiling
 - d) 290 linear feet of one (1) hour wall
 - e) 105 linear feet of non-rated wall to deck
 - f) 32 linear feet of wall to deck with windows
 - g) 283 linear feet of drywall on existing metal studs at perimeter
 - h) 22 each, metal studs and drywall above and below windows at perimeter
 - i) two (2) each, two sided fur outs at conference room, space 105
 - j) seven (7) each, three sided columns wrapped to six inches (6") above ceiling
 - k) 11 each, four sided column wrapped to six inches (6") above ceiling
 - l) 25 linear feet of cabinet fur down
7. Installation of USG #323 Omni, two feet by two feet (2' x 2'), slit edge acoustical ceiling tile with a USG Donn, DX 24, 15/16" suspension system through out the tenant space as shown on plans.
8. Furnish and install standard line, vinyl composition tile as shown, sheet F1.01.
9. Furnish and install standard Roppe, 00 Black, four inch (4") rubber cove base as shown, sheet F1.01
10. Furnish and install Patcraft style, undercover 18454 carpet, color 216, double agent with Mannington appointments C471A Beeswax, C505A Seaspray and C733A Newport Blue as shown, sheet F1.01.
11. Painting of all interior walls with two (2) coats of flat latex paint. Stain doors with one (1) coat stain and one (1) coat sealer. Paint all hollow metal door and window frames with two (2) coats of oil based enamel paint and paint shelves space 124 as shown, sheet F1.01.
12. Furnish and install four (4), 10 pound, fire extinguishers with semi-recessed, clear aluminum cabinets and full glass doors.
13. Furnish and install a fire sprinkler system as required throughout the new space. Includes approximately 130 standard sprinkler heads at main tenant space and 30 standard sprinkler heads at main hall.
14. All mechanical work will be completed per revised project plans dated August 10, 1999 and issued by Design Collective Interiors.



Mr. Floyd Shechter
Donelson Corporate Centre
Page 3 of 4
August 31, 1999

15. All electrical work will be completed per revised project plans dated August 10, 1999 and issued by Design Collective Interiors.
16. Relocation of tenant's 3-ton air conditioning unit.
17. Relocate and reinstall ALS generator.
18. Relocate and reinstall UPS system.
19. Furnish and install floor drains at raised computer floor.
20. Quick ship delivery of HVAC units.

Exclusions

- Builder's risk insurance
- Temporary utilities
- Tap, impact, and capacity fees
- Site temporary fencing
- Exterior glass cleaning
- Any work in the lobbies, restrooms, telephone equipment rooms, stairwells, and elevators of the core building except at the third floor elevator lobby and common corridor
- Any work at the exterior of the building
- Fireproofing of areas or touch-up of existing areas with fireproofing.
- Any work to the existing storefront and curtain wall system
- Major floor prep
- Computer, phone, paging, stereo, and security systems
- Kitchen equipment (refrigerators, coffee machines, etc.)
- Repair of existing equipment
- UPS systems for computer room or other equipment
- Plumbing work or repairs to existing plumbing systems
- Window blinds
- Window sills other than drywall returns
- Low voltage wiring for the tenant space unless indicated on the drawings
- Re-metering of the existing facility
- Utility company work or charges
- Special type of extinguishing systems in the Data Center or UPS/Phone Room



Mr. Floyd Shechter
Donelson Corporate Centre
Page 4 of 4
August 31, 1999

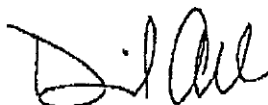
- Relocation of owner furnished generator
- Fire alarm detection devices
- Floor expansion cover
- Specialty fire alarm system for computer room
- Ceiling Insulation

Add Alternates

1. Delete furr out from column to wall as indicated on sheet Add \$450
A1.01, architectural keynote #8.
2. Floor preparation. Add \$9,350

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project.

Sincerely,
D.F. CHASE, INC.



David Allan
Project Manager

DA/mt

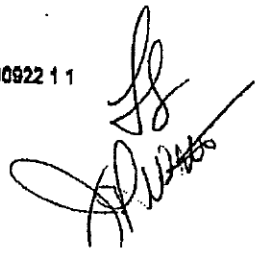
cc: Dean Chase
Hal Matern
Tom Woodard
John Mores



D. F. CHASE, INC.
COST SUMMARY

JOB NAME: Automated License Systems
 LOCATION: Nashville Tennessee
 SQUARE FEET: 18,380
 PRINT DATE: 09/23/99

DIVISION	ITEM	COST	LABOR	MATERIAL	SUBCONTRACT	COST/SF
1	general conditions	24,380	13,338	2,830	3,216	1.48
1	equipment rent	3,248		3,000		0.20
3	cast-in-place concrete	0				0.00
6	rough carpentry	4,324	2,000	1,500		0.26
6	cabinets & casework	17,863			17,863	1.09
7	fireproofing spray	0			0	0.00
7	insulation above ceiling	0				0.00
7	caulking & sealants	500			500	0.03
8	hollow metal doors & frames	4,728	218	4,100	0	0.29
8	wood / plastic doors	9,082		5,814	2,988	0.65
8	door hardware	4,792		4,427		0.29
8	glass at hollow mtl	1,265			1,265	0.08
9	drywall & metal studs	56,816	400	200	54,858	3.40
9	acoustical ceiling	16,000			16,000	0.98
9	carpet, vot, and base	44,000			44,000	2.89
9	minor floor prep	0				0.00
9	computer flooring	0				0.00
8	paint	12,110			12,110	0.74
10	fire extinguishers	400			400	0.02
10	floor expansion cover	0				0.00
10	fire protection system	16,000			16,000	0.98
15	plumbing	6,723			6,723	0.41
15	HVAC	64,244			64,244	3.92
16	electrical	56,498			56,498	3.46
16	fire alarm	0				0.00
	contingency	0				0.00
	subtotal	341,780				20.86
	fee(10%)	34,178				2.09
	TOTAL	\$375,936				\$ 22.95



T.I. Plans and Specifications Modifications

Only one item is to be eliminated from the plans designated at T.I Plans and Specifications and is described below.

The connection of the Project emergency generator to Tenant's computer operation.

The four under floor heaters to be installed will be a Landlord paid item.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to consist of several overlapping loops and lines, possibly representing the initials 'JH' followed by a surname.

EXHIBIT C — COMMENCEMENT DATE AGREEMENT

This Agreement is made and entered into as of the 13th day of July, 2000 between Donelson Corporate Centre, L.P. ("Landlord") and Automated License Systems ("Tenant"), and shall be attached to and made a part of that certain Lease between Landlord and Tenant dated September 25th, 1999 (the "Lease"). Pursuant to the provisions of the Lease, Landlord and Tenant intending to be legally bound hereby, agree to the following:

- a. The Commencement Date of the Lease occurred on the 1st day of March, 2000.
- b. Tenant agrees that, as of and through the date hereof, Landlord has fully and timely complied with and performed each and every of its obligations as set forth in the Lease and that Tenant has no claims or causes of action against Landlord whatsoever and has no right to any setoffs against any and all sums due Landlord.

IN WITNESS WHEREOF, the parties have duly executed this supplement to the Lease as of the day and year first above written

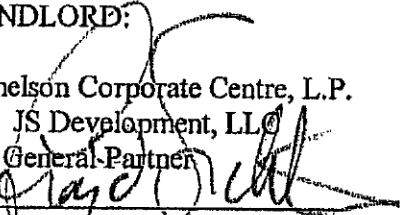
LANDLORD:

Donelson Corporate Centre, L.P.

By: JS Development, LLC

Its: General Partner

By:


Floyd Shechter

Title: Managing Member

TENANT:

By:

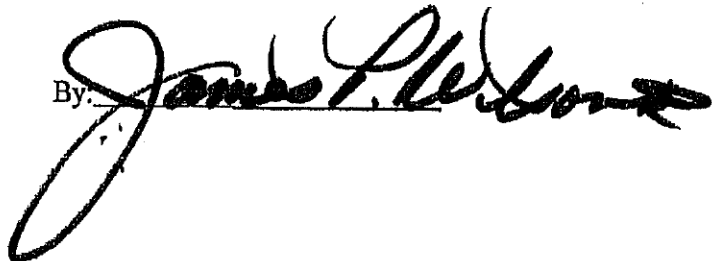


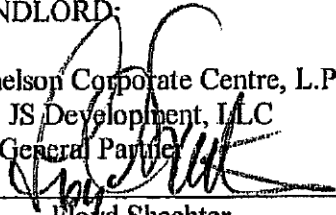
EXHIBIT C — COMMENCEMENT DATE AGREEMENT

This Agreement is made and entered into as of the 13th day of July, 2000 between Donelson Corporate Centre, L.P. ("Landlord") and Automated License Systems ("Tenant"), and shall be attached to and made a part of that certain Lease between Landlord and Tenant dated September 25th, 1999 (the "Lease"). Pursuant to the provisions of the Lease, Landlord and Tenant intending to be legally bound hereby, agree to the following:

- a. The Commencement Date of the Lease occurred on the 1st day of March, 2000.
- b. Tenant agrees that, as of and through the date hereof, Landlord has fully and timely complied with and performed each and every of its obligations as set forth in the Lease and that Tenant has no claims or causes of action against Landlord whatsoever and has no right to any setoffs against any and all sums due Landlord.

IN WITNESS WHEREOF, the parties have duly executed this supplement to the Lease as of the day and year first above written

LANDLORD:

Donelson Corporate Centre, L.P.
By: JS Development, LLC
Its: General Partner
By: 
Floyd Shechter
Title: Managing Member

TENANT:

By: 

EXHIBIT C - COMMENCEMENT DATE AGREEMENT

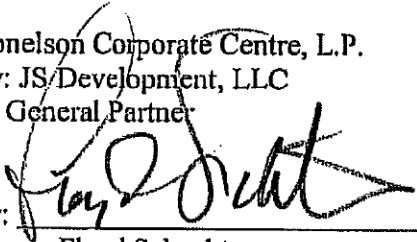
This Agreement is made and entered into as of the 13th day of July, 2000, between Donelson Corporate Centre, L.P. ("Landlord") and Automated License Systems, LLC ("Tenant"), and shall be attached to and made a part of that certain Lease between Landlord and Tenant dated September 25th, 1999 (the "Lease"). Pursuant to the provisions of the Lease, Landlord and Tenant intending to be legally bound thereby, agree to the following:

- a. The Commencement Date of the Lease occurred on the 1st day of March, 2000.
- b. Tenant agrees that, as of and through the date hereof, Landlord has fully and timely complied with and performed each and every of its obligations as set forth in the Lease and that Tenant has no claims or causes of action against Landlord whatsoever and has no right to any setoffs against any and all sums due Landlord.

IN WITNESS WHEREOF, the parties have duly executed this supplement to the Lease as of the day and year first above written.

LANDLORD:

Donelson Corporate Centre, L.P.
By: JS/Development, LLC
Its General Partner

By: 
Floyd Schechter
Title: Managing Member

TENANT:

Automated License Systems, LLC

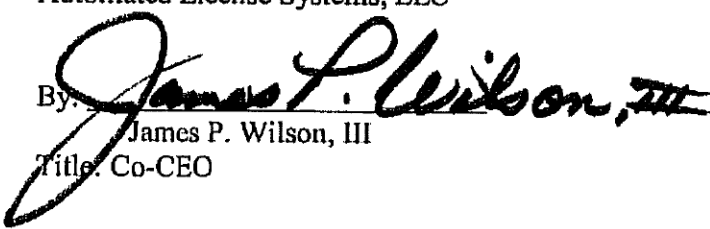
By: 
James P. Wilson, III
Title: Co-CEO

EXHIBIT D — BASE RENTAL

<u>Year</u>	<u>Per Square Foot</u>	<u>Per Annum</u>	<u>Per Month</u>
*1	\$13.75	\$226,036.25**	\$18,836.35**
2	\$13.75	\$281,036.25	\$23,419.69
3-5	\$15.00	\$306,585.00	\$25,548.75
6-7	\$16.25	\$332,133.75	\$27,677.81

*Tenant shall commence paying rent annually in 12 consecutive monthly installments 90 days following the commencement date and shall continue paying rent for 84 consecutive months pursuant to this schedule.

**This amount could increase during the first twelve months of this lease should Tenant occupy the additional 4,000 square feet on the third floor of Building Two incorporated into the term of this lease.



EXHIBIT E — BUILDING SERVICES

Landlord will furnish building standard air conditioning and heating between 7 a.m. and 6 p.m. on weekdays (from Monday through Friday, inclusive) and between 8 a.m. and 1:00 p.m. on Saturdays, all exclusive of Holidays as defined below (the "Building Operating Hours"). Upon request of Tenant made in accordance with the rules and regulations for the Building, Landlord will furnish air conditioning and heating at other times (that is, at times other than the times specified above), in which event Tenant shall reimburse Landlord for Landlord's actual cost of furnishing such services, plus an amount equal to five percent (5%) of such costs to cover Landlord's administrative costs. The current cost is \$3.15 per hour for after hours use and is based upon a charge of \$0.10 per kilowatt hour to Landlord. Landlord shall increase or decrease said after hours cost charges based upon rate changes actually received from utility providers.

The following dates shall constitute "Holidays" as said term is used in this Lease:

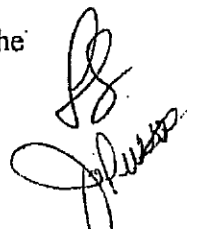
- (a) New Year's Day
- (b) Memorial Day
- (c) Independence Day
- (d) Labor Day
- (e) Thanksgiving Day
- (f) Friday following Thanksgiving Day
- (g) Christmas
- (h) Any other holiday generally recognized as such by landlords of office space in the Metropolitan Nashville, Tennessee office market, as determined by Landlord in good faith.

If in the case of any holiday described in (a) through (h) above, a different day shall be observed than the respective day above-described, then that day which constitutes the day observed by national banks in Nashville, Tennessee on account of such holiday shall constitute the holiday under this Lease.



EXHIBIT F — BUILDING RULES AND REGULATIONS

1. Sidewalks, doorways, vestibules, halls, stairways, and other similar areas shall not be used for the disposal of trash, be obstructed by tenants, or be used by tenants for any purpose other than entrance to and exit from the Premises and for going from one part of the Building to another part of the Building.
 2. Plumbing fixtures shall be used only for the purposes for which they are designed, and no sweepings, rubbish, rags or other unsuitable materials shall be disposed into them. Damage resulting to any such fixtures from misuse by a tenant shall be the liability of said tenant.
 3. Signs, advertisements, or notices visible in or from public corridors or from outside the Building shall be subject to Landlord's prior written approval.
 4. Movement in or out of the Building of furniture, office equipment, or any other bulky or heavy materials shall be restricted to such hours as Landlord shall reasonably designate. Landlord will determine the method and routing of said items so as to ensure the safety of all persons and property concerned. Advance written notice of intent to move such items must be made to the Building management office.
 5. All routine deliveries to a tenant's Premises during 8:00 a.m. to 5:00 p.m. weekdays shall be made through the freight elevators. Passenger elevators are to be used only for the movement of persons, unless an exception is approved by the Building management office. Delivery vehicles shall be permitted only in such areas as are designated by Landlord, from time to time, for deliveries to the Building.
 6. Building management shall have the authority to prescribe the manner that heavy furniture and equipment are positioned.
 7. Corridor doors, when not in use, shall be kept closed.
 8. All freight elevator lobbies are to be kept neat and clean. The disposal of trash or storage of materials in these areas is prohibited.
- No animals shall be brought into or kept in, on or about the Building, except for seeing-eye dogs.
10. Tenant will comply with all security procedures during business hours and after hours and on weekends.
 11. Tenants are requested to lock all office doors leading to corridors and to turn out all lights at the close of their working day.
 12. All requests for overtime air conditioning or heating must be submitted in writing to the Building management office by 2:00 p.m. on the day desired for weekday requests, by



2:00 p.m. Friday for weekend requests and by 2:00 p.m. on the preceding business day for holiday requests.

13. No flammable or explosive fluids or materials shall be kept or used within the Building except in areas approved by Landlord, and Tenant shall comply with all applicable building and fire codes relating thereto.
14. Tenant may not make any modifications, additions or repairs to the Premises and may not install any furniture, fixtures or equipment in the Premises that is in violation of any applicable building and/or fire code governing the Premises or the Building.
15. All vending machines located within the demised premises shall be operated and maintained by Landlord's approved food and beverage vendors.
16. Except in those areas designated by Landlord, if any, smoking is prohibited in the Building (including, but not limited to, the Premises, the main building lobby, public corridors, elevator lobbies, service elevator vestibules, stairwells, restrooms and other common areas within the Building).
17. Attached hereto are Landlord's current janitorial specifications.

Landlord reserves the right to rescind any of these rules and regulations and to make such other and further rules and regulations as in its reasonable judgment shall, from time to time, be required for the safety, protection, care and cleanliness of the Building, the operation thereof, the preservation of good order therein and the protection and comfort of the tenants and their agents, employees and invitees. Such rules and regulations, when made and written notice thereof is given to a tenant, shall be binding upon it in like manner as if originally herein prescribed.

A handwritten signature in black ink, appearing to be 'J. J. [unclear]', located in the bottom right corner of the page.

General Janitorial Specifications

ENTRANCE/RECEPTION/COMMON AREAS

Daily Services:

1. Vacuum carpeted areas.
2. Dust mop and damp mop hard surface floors.
3. Empty waste containers and replace liners as necessary.
4. Clean and disinfect drinking fountains.
5. Spot clean partition window glass.
6. Clean glass entranceway doors, inside and out.
7. Sweep/vacuum entranceway areas.
8. Sweep and clear trash from entranceway areas. (10 feet outside building entry areas.)
9. Neatly arrange and dust lobby area furniture.
10. Clean and remove finger marks from elevator doors, panels and buttons.
11. Police stairwells removing any trash and debris.

Weekly Services:

1. Dust hard to reach areas.
2. Vacuum/sweep stairwell steps.
3. Clean elevator door tracks.

Monthly Services:

1. Dust window blinds.
2. Corner vacuum hard to reach carpeted areas.
3. Spray buff hard surface floors.

RESTROOMS:

Daily Services:

1. Restock restroom supplies (paper towels, toilet tissue, soap, sanitary napkins, etc.)
2. Empty, clean and replace liners in waste containers.
3. Empty, clean and disinfect sanitary napkin containers.
4. Damp mop restroom floors with germicidal cleaner.
5. Clean and disinfect sinks and fixtures.
6. Clean and polish mirrors.
7. Clean and disinfect with a germicidal cleaner, the commodes, commode bowls and tanks, and urinals.
8. Spot clean stall doors and partitions.



Weekly Services:

1. Clean and disinfect with a germicidal cleaner all partition stalls and walls.
2. Vacuum and clean all return air vents.

Monthly Services:

1. Machine scrub with a germicidal cleaner all restroom floors and baseboards.

OFFICE/WORK AREAS/ADMINISTRATIVE AREAS

Daily Services:

1. Vacuum carpeted areas.
2. Sweep and damp mop hard surface floors.
3. Empty waste containers and replace liners as necessary.
4. Spot clean partition glass.
5. Spot clean both sides of clear glass doors.
6. Dust file cabinet top surfaces.
7. Dust desks, furniture, workstations, and partitions. (Cleared areas only)*
8. Spot clean small carpet spots (a carpet spot consists of 3 inches round or smaller). Note: areas consisting of more than 10 spots may require to be shampooed and/or extracted.

Weekly Services:

1. Clean both sides of clear glass doors.
2. Dust hard to reach areas.

Monthly Services:

1. Spray buff hard surface floors to high gloss shine.
2. Dust window blinds.

Semi-Annually:

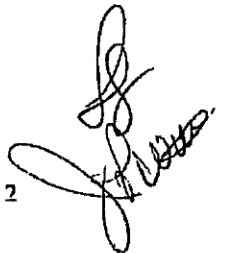
1. Corner vacuum hard to reach areas.

*Note: Company papers or personal items on desks will not be removed or disturbed to clean.

BREAK AREAS

Daily Services:

1. Sweep and damp mop hard surface floors.
2. Vacuum carpeted areas.
3. Empty waste containers and replace liners.
4. Damp clean table and countertop surfaces.
5. Clean sink areas. (Does not include washing of dishes, cups, etc.)

2 

- 6. Spot clean partition windows and door glass.

Weekly Services:

- 1. Clean windows and door glass.

Monthly Services:

- 1. Spray buff hard surface floors.

GENERAL SERVICES

Daily Services

- 1. Check doors upon completion to be sure that they are properly secured.
- 2. Maintain janitor's closets in a neat and orderly fashion.
- 3. Switch off designated lights when finished.
- 4. Remove trash from building to designated dumpster.
- 5. Inform building maintenance department of any problems or repairs needed.

Weekly Services:

- 1. Review work assignments with designated managers.

Monthly Services:


- 1. Perform a detailed written inspection of entire building and forward copy to Property Manager.

GENERAL CONDITIONS:

- 1. Janitorial staff will perform work assignments in a professional and workmanlike manner.
- 2. Janitorial services will be performed as specified in the Janitorial Bid Specifications section.

INSURANCE COVERAGE

General Liability Insurance Coverage (\$2,000,000.00)
 Worker Compensation Coverage (\$100,000.00)
 Automobile Liability Coverage (\$100,000.00)

3 

FIRST AMENDMENT TO OFFICE LEASE AGREEMENT
DONELSON CORPORATE CENTRE

THIS FIRST AMENDMENT TO OFFICE LEASE AGREEMENT (this "Amendment") is made of as April 28th, 2005 by and among Donelson Corporate Centre, L.P., a Tennessee limited partnership ("Landlord"), Automated License Systems Inc., a Tennessee Corporation ("Tenant") and James P. Wilson, III and Sarah S. Wilson, ("Limited Guarantors"), under the following circumstances:

A. Landlord, Tenant and Guarantors have entered into that certain Office Lease Agreement dated as of September 24, 1999 (the "Lease"), whereby Landlord leases to Tenant approximately 20,439 rentable square feet of space (the "Premises") on the third floor of Building Two, Donelson Corporate Centre, 3055 Lebanon Road, Davidson County, Tennessee.

B. Landlord and Tenant wish to amend the Lease in order to amend the size, location and configuration of the Premises and to modify certain other terms of the Lease as set forth herein.

C. Guarantor is willing to acknowledge and consent to this Amendment by joining in the execution hereof as hereinafter provided.

NOW THEREFORE, in consideration of the Premises and the agreements and covenants hereinafter set forth, Landlord, Tenant and Guarantor agree and acknowledge that the Lease is amended as follows:

1. Defined Terms. Any capitalized term not expressly defined in this Amendment shall have the definition for such term set forth in the Lease.

2. Premises.

(a) As of May 1, 2005 3,055 square feet of Net Rentable Area on the second floor of Building Three of Donelson Corporate Centre as shown on Exhibit A attached hereto (the "Building Two Space") shall be added to the Premises and shall be known as the "Additional Premises."

(b) As of May 1, 2005, the total Net Rentable Area of the Premises and the Additional Premises shall be 23,494 square feet.

3. Rent. Tenant shall pay Base Rental for the Additional Premises commencing on May 1, 2005 (the Additional Premises Commencement Date) and continuing for four consecutive calendar months terminating on August 31st, 2005 at the rate of \$16.25 per square foot of Net Rentable Area.

4. Term. Subject to and upon the terms and conditions set forth herein, or in any exhibit hereto, the term of this Lease as to the Additional Premises shall commence on the May 1, 2005 and shall expire 4 consecutive months later on August 31, 2005. Upon expiration of this Lease as to the Additional Premises, in the absence of agreement to the contrary, the parties shall revert to the original Lease referred to in paragraph A. above, as to the Net Rentable Area encompassed therein, for the remainder of its term.

4. Tenant Improvements. Tenant accepts the Additional Premises "as is, where is". There shall be no Tenant Improvement Allowance.

5. Cubicles in Additional Premises. Landlord owns ten (10) cubicles that are currently in the Additional Premises. Landlord will remove two (2) of those cubicles, leaving the remaining eight (8) cubicles intact and in usable condition, and will permit Tenant to use the remaining cubicles during the Term for the Additional Premises.

5. Continuing Effect; Conflict. (a) Except as amended hereby, the Lease shall remain in full force and effect, including without limitation, the provisions regarding expiration date of the initial term of the Lease and any rights that Tenant may have to extend the term thereof.

(b) In the event of a conflict between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall control.

6. Joinder of Guarantor. Guarantor joins in the execution of this Amendment in order to evidence its acknowledgement of and consent to the terms hereof and for no other purpose.

THIS AMENDMENT is signed and is effective as of the date first above written.

LANDLORD:

Donelson Corporate Centre, L.P.

By: JS Development, LLC, general partner

By: 

Floyd Shechter
Managing Member

TENANT:

Automated License Systems, Inc.

By: 

James P. Wilson, III, Chairman

LIMITED GUARANTORS:


James P. Wilson, III

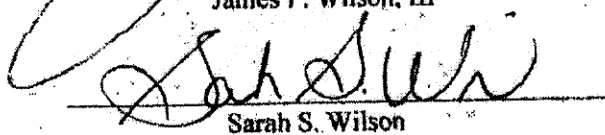
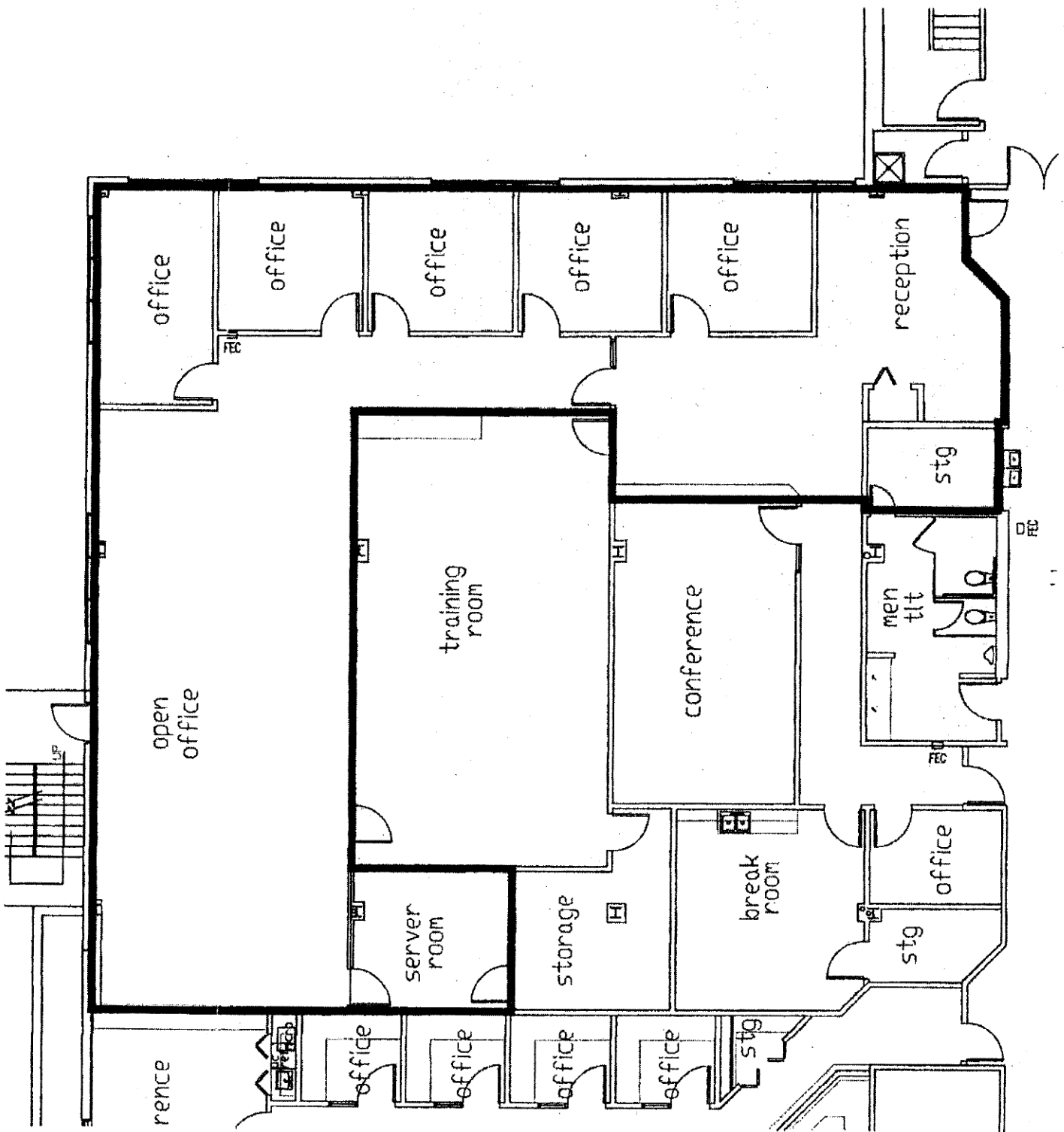

Sarah S. Wilson

Exhibit A

[Attach drawing of Building Three Space]



SECOND AMENDMENT TO OFFICE LEASE AGREEMENT
DONELSON CORPORATE CENTRE

THIS SECOND AMENDMENT TO OFFICE LEASE AGREEMENT (this "Amendment") is made of as June 29, 2005 by and among Donelson Corporate Centre, L.P., a Tennessee limited partnership ("Landlord"), Automated License Systems, Inc., a Tennessee Corporation ("Tenant") and James P. Wilson, III and Sarah S. Wilson, ("Limited Guarantors"), under the following circumstances:

A. Landlord, Tenant and Guarantors have entered into that certain Office Lease Agreement dated as of September 24, 1999 (the "Lease"), whereby Landlord leases to Tenant approximately 20,439 rentable square feet of space (the "Premises") on the third floor of Building Two, Donelson Corporate Centre, 3055 Lebanon Road, Davidson County, Tennessee.

B. Landlord, Tenant and Guarantors have amended that certain Office Lease Agreement dated as of September 24, 1999 by entering into the First Amendment to Office Lease Agreement dated as of April 28th, 2005 ("the First Amendment") whereby Landlord leases to tenant an additional 3,055 square feet of Net Rentable Area on the second floor of Building Two of Donelson Corporate Centre known as the "Additional Premises" so that as of May 1, 2005 the total Net Rentable Area of the Premises and the Additional Premises is 23,494 square feet.

C. Landlord and Tenant wish to further amend the Lease in order to amend the size, location and configuration of the Premises and to modify certain other terms of the Lease as set forth herein.

D. Guarantor is willing to acknowledge and consent to this Amendment by joining in the execution hereof as hereinafter provided.

NOW THEREFORE, in consideration of the Premises and the agreements and covenants hereinafter set forth, Landlord, Tenant and Guarantor agree and acknowledge that the Lease is amended as follows:

1. Defined Terms. Any capitalized term not expressly defined in this Amendment shall have the definition for such term set forth in the Lease.

2. Premises.

(a) As of July 1, 2005 5,278 square feet of Net Rentable Area on the second floor of Building Two of Donelson Corporate Centre as shown on Exhibit A attached hereto (the "Building Two Space") shall be added to the Premises and shall be known as the "Additional Premises." The "Additional Premises" includes the

Net Rentable Area identified in Item B. above, and an additional 2,223 square feet of Net Rentable Area.

(b) As of July 1, 2005, the total Net Rentable Area of the Premises and the Additional Premises shall be 25,717 square feet.

3. Rent. Tenant shall pay Base Rental for the Additional Premises commencing on July 1, 2005 (the Additional Premises Commencement Date) and continuing for 23 consecutive calendar months terminating on May 31st, 2007 at the rate of \$16.25 per square foot of Net Rentable Area.

4. Term. Subject to and upon the terms and conditions set forth herein, or in any exhibit hereto, the term of this Lease as to the Additional Premises shall commence on July 1, 2005 and shall expire 23 consecutive months later on May 31, 2007.

4. Tenant Improvements. Tenant accepts the Additional Premises "as is, where is". There shall be no Tenant Improvement Allowance.

5. Cubicles in Additional Premises. Landlord owns ten (10) cubicles that are currently in the Additional Premises. If Tenant is unable to furnish Landlord with two (2) cubicles that are satisfactory to Landlord in its sole discretion, Landlord reserves the right to remove two (2) of those cubicles, leaving the remaining eight (8) cubicles intact and in usable condition, and will permit Tenant to use the remaining cubicles during the Term for the Additional Premises.

5. Continuing Effect: Conflict. (a) Except as amended hereby, the Lease shall remain in full force and effect, including without limitation, the provisions regarding expiration date of the initial term of the Lease and any rights that Tenant may have to extend the term thereof.

(b) In the event of a conflict between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall control.

6. Joinder of Guarantor. Guarantor joins in the execution of this Amendment in order to evidence its acknowledgement of and consent to the terms hereof and for no other purpose.

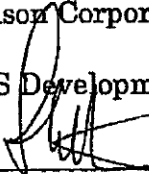
(Remainder of Page Intentionally Left Blank)

THIS AMENDMENT is signed and is effective as of the date first above written.

LANDLORD:

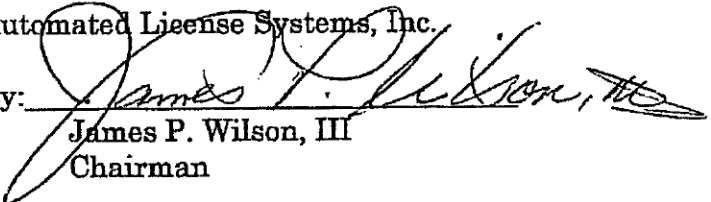
Donelson Corporate Centre, L.P.

By: JS Development, LLC, general partner

By: 
Floyd Shechter
Managing Member

TENANT:

Automated License Systems, Inc.

By: 
James P. Wilson, III
Chairman

LIMITED GUARANTORS:

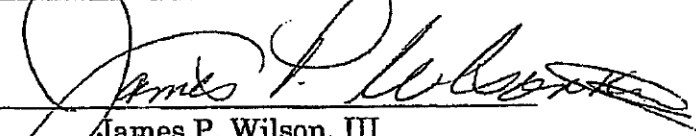
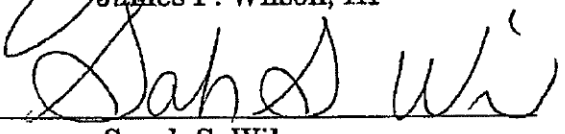

James P. Wilson, III

Sarah S. Wilson

Exhibit A

[Attach drawing of Building Two Space]

THIRD AMENDMENT TO OFFICE LEASE AGREEMENT
DONELSON CORPORATE CENTRE

THIS THIRD AMENDMENT TO OFFICE LEASE AGREEMENT (this "Amendment") is made of as January 10, 2007 by and among Donelson Corporate Centre, L.P., a Tennessee limited partnership ("Landlord"), Automated License Systems LLC, a Tennessee Corporation ("Tenant") and James P. Wilson, III and Sarah S. Wilson, ("Limited Guarantors"), under the following circumstances:

A. Landlord, Tenant and Guarantors have entered into that certain Office Lease Agreement dated as of September 24, 1999 (the "Lease"), whereby Landlord leases to Tenant approximately 20,439 rentable square feet of space (the "Premises") on the third floor of Building Two, Donelson Corporate Centre, 3055 Lebanon Road, Davidson County, Tennessee.

B. Landlord, Tenant and Guarantors have amended that certain Office Lease Agreement dated as of September 24, 1999 by entering into the First Amendment to Office Lease Agreement dated as of April 28th, 2005 ("the First Amendment") and Landlord, Tenant and Guarantors have further amended that certain Office Lease Agreement by entering into the Second Amendment to Office Lease Agreement dated as of July 1, 2005 whereby 5,278 square feet of Net Rentable Area on the second floor of Building Two of Donelson Corporate Centre was added to the Premises ("the Additional Premises") and as of July 1, 2005, the total Net Rentable Area of the Premises and the Additional Premises is 25,717 square feet.

C. Landlord and Tenant wish to further amend the Lease in order to amend the size, location and configuration of the Premises and to modify certain other terms of the Lease as set forth herein.

D. Guarantor is willing to acknowledge and consent to this Amendment by joining in the execution hereof as hereinafter provided.

NOW THEREFORE, in consideration of the Premises and the agreements and covenants hereinafter set forth, Landlord, Tenant and Guarantor agree and acknowledge that the Lease is amended as follows:

1. Defined Terms. Any capitalized term not expressly defined in this Amendment shall have the definition for such term set forth in the Lease.

2. Premises.

(a) As of February 1, 2007 1,551 square feet of Net Rentable Area on the second floor of Building Two of Donelson Corporate Centre known as Suite 2203 as shown on Exhibit A attached hereto (the "Building Two Space") shall be added to the Premises and the "Additional Premises."

(b) As of February 1, 2007, the total Net Rentable Area of the Premises and the Additional Premises shall be 27,268 square feet.

3. Rent. Tenant shall pay Base Rental for the Premises and the Additional Premises commencing on February 1, 2007 (the Additional Premises Commencement Date) and continuing for four (4) consecutive calendar months terminating on May 31st, 2007 at the rate of \$16.25 per square foot of Net Rentable Area. Thereafter, during the Renewal Term of this Lease Tenant shall pay rent as follows:

Year	Rate	Per Month	Per Annum
June 1, 2007-May 31, 2008	\$16.50	\$37,493.50	\$449,992.00
June 1, 2008-May 31, 2009	\$16.91	\$38,425.16	\$461,101.88
June 1, 2009-May 31, 2010	\$17.33	\$39,379.54	\$472,554.44
June 1, 2010-May 31, 2011	\$17.76	\$40,356.64	\$484,279.68
June 1, 2011-May 31, 2012	\$18.20	\$41,356.47	\$496,277.60

4. Term. Subject to and upon the terms and conditions set forth herein, or in any exhibit hereto, the term of this Lease as to the Premises and the Additional Premises shall commence on February 1, 2007 and shall expire four (4) consecutive months later on May 31, 2007. Thereupon, the term of this Lease shall be renewed for an additional 60 months (the "Renewal Term") commencing on June 1, 2007 and terminating on May 31, 2012.

5. Tenant Improvements. The Tenant Improvement Allowance shall be \$6.00 per rentable square foot or \$163,608.00. Tenant shall have until June 1, 2009 to expend the Tenant Improvement Allowance and need not expend the entire Tenant Improvement Allowance in any single instance of revisions to the Premises.

6. Additional Rental. The first paragraph of Paragraph Five of the Office Lease Agreement as amended shall be amended effective June 1, 2007 to read as follows:

Landlord shall absorb and be responsible for paying all Operating Expenses during the first calendar year of the Renewal Term (the "Expense Stop"); and, Landlord shall absorb and be responsible for all Operating Expenses for any other calendar

year of the Renewal Term to the extent such Operating Expenses in any other calendar year are less than or equal to the Expense Stop. Thereafter, "Additional Rental" for any calendar year shall mean Tenant's Percentage Share of the Operating Expenses for such calendar year in excess of the Expense Stop. "Tenant's Percentage Share" shall mean a fraction, the numerator of which is the total number of square feet of Net Rentable Area within the Premises (27,268 square feet from and after February 1, 2007) and the denominator of which is the greater of (i) ninety-five percent (95%) of the total square footage of all Net Rentable Area in the Building (42,073 as of February 1, 2007); or (ii) the total square footage of all Net Rentable Area in the Building actually leased to rent paying tenants.

Paragraph c. of Paragraph Five of the Office Lease Agreement as amended shall be amended effective June 1, 2007 to read as follows:

The Annual Operating Expense Statement shall be rendered by Landlord to Tenant within thirty (30) day after calculation of such Annual Operating Expenses by Landlord. The payment of any Additional Rental by Tenant shall not preclude it from questioning the truth, correctness, or completeness of any Annual Operating Expense Statement. Tenant and its authorized representatives shall have the right to audit Landlord's records with respect to the Annual Operating Expenses. In the event Tenant's audit discloses discrepancies, the appropriate adjustment shall be made, and if such discrepancies result in an overcharge to Tenant that is in excess of 2% of the annual billing to Tenant for such item(s), Landlord shall also reimburse Tenant its actual out-of-pocket expenses of such audit, but in no event shall Landlord be responsible for audit expenses of Tenant that exceed the amount (s) found to be an overcharge to Tenant. In the event Tenant shall dispute any Annual Operating Expense Statement and the parties cannot resolve their differences within sixty (60) days thereafter, then the matter shall be referred to arbitration.

The balance of subparagraphs 5 (a) and (b) shall remain unchanged.

7. Sign. Paragraph Ten of the Office Lease Agreement is amended by addition of the following:

Notwithstanding the foregoing, Tenant shall be permitted, at its expense, to erect and maintain a sign on the exterior of Building Two containing Tenant's name, logo, or combination thereof, subject to Landlord's review and consent to the size and mounted location of the sign, which shall not be unreasonably withheld.

8. Right of First Refusal. Paragraph Two of the Office Lease Agreement is amended by deletion of the subparagraph therein titled "Right of First Refusal" and substitution of the following:

Right of First Refusal. Tenant is granted the ongoing Right of First Refusal for any space that becomes available in Building Two. Any additional space taken by Tenant via exercise of this Right of First Refusal shall be under the same terms and conditions as those in the Office Lease Agreement, as amended. Tenant shall have a period of thirty (30) days after notice from Landlord that space is available within which to exercise this Right of First Refusal.

9. Renewal Option. Tenant is granted the option to extend the term of this Lease for one (1) consecutive extended term of Five (5) years, provided that (a) Tenant is not in default at the time of exercise of the option, and (b) Tenant gives written notice of its intent to exercise the option at least 180 days prior to the expiration of the Renewal Term. The extension shall be on the same terms and conditions as this Lease except (i) Tenant shall have no further right of renewal after the extension term prescribed above; and (ii) the Rent shall be adjusted to the then prevailing market rate for comparable facilities in the Airport North submarket.

10. Continuing Effect: Conflict. (a) Except as amended hereby, the Lease shall remain in full force and effect, including without limitation, the provisions regarding expiration date of the initial term of the Lease and any rights that Tenant may have to extend the term thereof.

(b) In the event of a conflict between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall control.

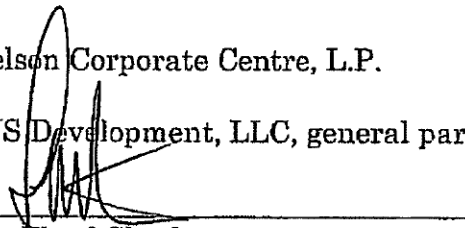
11. Release of Limited Guarantors. Tenant shall not be required to have Guarantors for the Renewal Term. Landlord releases the Limited Guarantors from any further liability or responsibility for Tenant's obligations accruing from and after June 1, 2007. Limited Guarantors join in the execution of this Amendment in order to evidence their acknowledgement of and consent to the terms hereof and for no other purpose.

THIS AMENDMENT is signed and is effective as of the date first above written.

LANDLORD:

Donelson Corporate Centre, L.P.

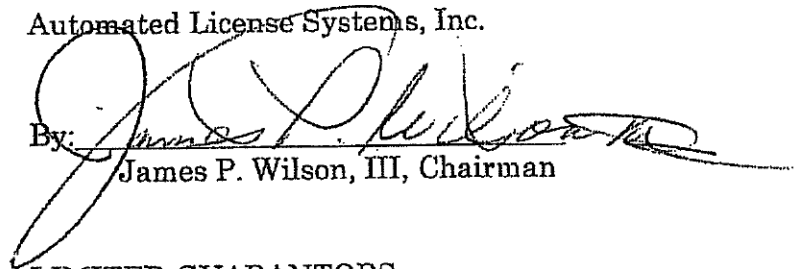
By: JS Development, LLC, general partner

By: 
Floyd Shechter
Managing Member

TENANT:

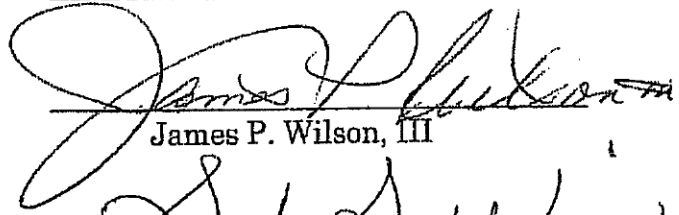
Automated License Systems, Inc.

By:

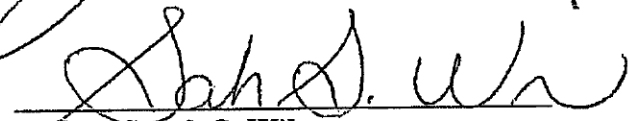


James P. Wilson, III, Chairman

LIMITED GUARANTORS:



James P. Wilson, III



Sarah S. Wilson

Exhibit A

[Attach drawing of Building Two Space]

FOURTH AMENDMENT TO OFFICE LEASE AGREEMENT
DONELSON CORPORATE CENTRE

THIS FOURTH AMENDMENT TO OFFICE LEASE AGREEMENT (this "Amendment") is made of as March 29, 2008 by and among Donelson Corporate Centre, L.P., a Tennessee limited partnership ("Landlord") and Automated License Systems, LLC, a Tennessee Limited Liability Company ("Tenant"), under the following circumstances:

A. Landlord and Tenant have entered into that certain Office Lease Agreement dated as of September 24, 1999 (the "Lease"), whereby Landlord leases to Tenant approximately 20,439 rentable square feet of space (the "Premises") on the third floor of Building Two, Donelson Corporate Centre, 3055 Lebanon Road, Davidson County, Tennessee.

B. Landlord, Tenant and Guarantors have amended that certain Office Lease Agreement dated as of September 24, 1999 by entering into the First Amendment to Office Lease Agreement dated as of April 28th, 2005 ("the First Amendment") and Landlord, Tenant and Guarantors have further amended that certain Office Lease Agreement by entering into the Second Amendment to Office Lease Agreement dated as of July 1, 2005 ("the Second Amendment") and Landlord, Tenant and Guarantors have further amended that certain Office Lease Agreement by entering into the Third Amendment to Office Lease Agreement dated as of January 10, 2007, the total Net Rentable Area of the Premises and the Additional Premises is 27,268 square feet.

C. Landlord and Tenant wish to further amend the Lease in order to amend the size, location and configuration of the Premises and to modify certain other terms of the Lease as set forth herein.

NOW THEREFORE, in consideration of the agreements and covenants hereinafter set forth, Landlord and Tenant agree and acknowledge that the Lease is amended as follows:

1. Defined Terms. Any capitalized term not expressly defined in this Amendment shall have the definition for such term set forth in the Lease.

2. Premises.

(a) As of June 1, 2008 approximately 5,278 square feet of Net Rentable Area on the first floor of Building Two of Donelson Corporate Centre

known as shown on Exhibit A attached hereto (the "Building Two Space") shall be added to the Premises and the "Additional Premises."

(b) As of June 1, 2008 the total Net Rentable Area of the Premises (both the Original Premises and the Additional Premises) shall be 32,546 square feet.

3. Rent. Tenant shall pay Base Rental for the Additional Premises commencing on June 1, 2008 (the "Additional Premises Rent Commencement Date") and continuing for 48 months terminating on May 31st, 2012 as follows:

Year	Rate	Per Month	Per Annum
June 1, 2008-May 31, 2009	\$16.91	\$45,862.74	\$550,352.86
June 1, 2009-May 31, 2010	\$17.34	\$47,028.97	\$564,347.64
June 1, 2010-May 31, 2011	\$17.77	\$48,195.20	\$578,342.42
June 1, 2011-May 31, 2012	\$18.21	\$49,388.56	\$592,662.66

4. Term. Upon the execution of this Amendment, the parties shall execute Exhibit C, attached hereto and incorporated herein, which shall replace Exhibit C attached to the original Lease.

5. Tenant Improvements. Tenant accepts the Additional Premises "as is, where is". The Tenant Improvement Allowance for the Additional Premises shall be \$12.00 per rentable square foot and shall be governed by the attached Exhibit "B". Tenant may, at its option, use all or part of any pre-existing unused Tenant Improvement Allowances that it currently has pursuant to the Lease, as amended, to fund the cost of tenant improvements in the first floor space if the Tenant Improvement Allowance provided for in this Fourth Amendment is exhausted by Tenant.

6. Continuing Effect; Conflict. (a) Except as amended hereby, the Lease shall remain in full force and effect, including without limitation, the provisions regarding expiration date of the initial term of the Lease and any rights that Tenant may have to extend or terminate early the term thereof.

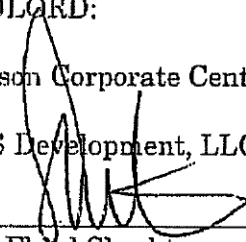
(b) In the event of a conflict between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall control.

THIS AMENDMENT is signed and is effective as of the date first above written.

LANDLORD:

Donelson Corporate Centre, L.P.

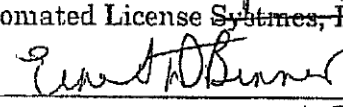
By: JS Development, LLC, general partner

By: 

Floyd Shechter
Managing Member

TENANT:

Automated License ^{Systems, Inc.} ~~Systems, LLC~~

By: 

Name: ERNEST D. BENNETT, III
Title: SECRETARY





Exhibit A

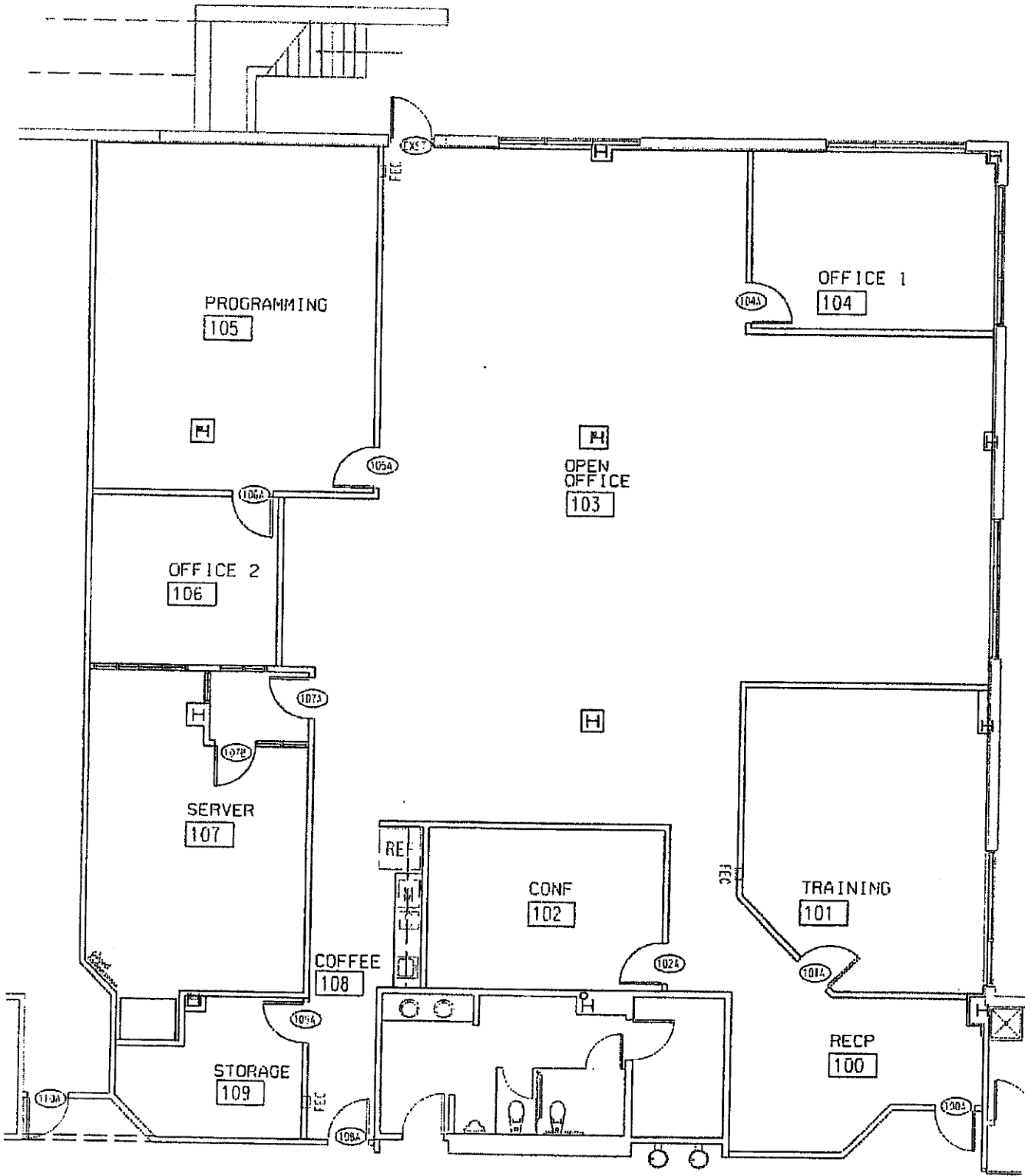


EXHIBIT B — LANDLORD'S WORK

WORK LETTER AGREEMENT

This Work Letter Agreement (this "WORK LETTER") is made and entered into as of this _____ day of March, 2008, by and between Donelson Corporate Centre, L. P. ("Landlord"), and Automated License Systems, LLC ("Tenant") under the following circumstances:

A. Landlord and Tenant are entering into a fourth Lease Amendment of even date herewith (the "4th Amendment") relating to space in a building owned by Landlord, known as Building II, First Floor Suite of the Donelson Corporate Centre, having a street address of 3055 Lebanon Road, Donelson, Tennessee (the "Building"); and

B. Landlord and Tenant desire entering into this Work Letter for the purpose of setting forth their agreements relating to the design and construction of the tenant improvements in such space.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. Tenant Improvements to Designated Space.

(a) Landlord shall install, furnish and construct in a prompt, good and workmanlike manner, the interior partitions, finishes and other tenant improvement work (the "Tenant Improvements") in and for the Demised Premises in accordance with the "T.I. Plans and Specifications" to be produced in accordance with Section 2 herein below. It is intended that the Tenant Improvements will include and the T.I. Plans and Specifications will describe all work, labor, material, installations and construction required to produce in the entirety of the Demised Premises, on a "turn key" basis, a completed space ready for use and occupancy as first class office suites by Tenant, subject only to installation of furniture and equipment of Tenant. Landlord's obligation to fund the cost of Tenant Improvements shall be limited to an allowance of \$12.00 multiplied by the Rentable Area of the Demised Premises (the "T.I. Allowance"). For example, if the Rentable Area of the Demised Premises is 1,000 square feet of Rentable Area, then the total T.I. Allowance and obligation of Landlord would be \$12,000.00. Landlord shall not enter into any contract for the construction of the Tenant Improvements unless the proposed contractor has been approved by Tenant, which approval shall not be unreasonably withheld or delayed. In the event that the cost of the Tenant Improvements for the Demised Premises which has been approved by Tenant as aforesaid exceeds the sum equal to \$12.00 times the Rentable Square Feet of the

Demised Premises, then the Tenant shall be responsible for the costs in excess of \$12.00 per Rentable Square Foot.

(b) Tenant shall pay its share of the costs of the Tenant Finish Work as described above in Section 1 (a) ("Tenant's Share") by paying Tenant's Share directly to the Contractor during the course of the Tenant Finish Work by paying a portion of each "Progress Payment" (as defined in the Contract). Such portion shall be equal to a ratio the numerator of which shall be the amount per rentable square foot that the contract sum exceeds \$12.00 per rentable square foot and the denominator of which shall be the Contract Sum divided by the rentable square feet of the Demised Premises. Tenant's Share shall also include one hundred per cent of the cost of any change orders to the Contract Sum (whether increasing or decreasing the Contract Sum) approved by Tenant. Tenant shall have the right to review each draw request for a Progress Payment and any supporting documentation of each such draw request submitted by the Contractor to the Landlord or Project Architect.

2. **Space Plan and Specifications.** (a) On or before March 15, 2008, Tenant shall cause its consultant, Design Collaborative Studios (the "Review Architect") to prepare and deliver to Landlord draft floor plans and outline specifications for the Demised Premises and the Tenant Improvements. Landlord shall not unreasonably withhold or delay its approval of such floor plans and outline specifications. If Landlord has any objections or comments with respect to such draft floor plans and outline specifications, Landlord shall notify Tenant of such objections in writing within 5 (five) days after Landlord's receipt thereof or Landlord shall be deemed to have approved such draft floor plans and outline specifications. Tenant shall promptly cause the requested changes and modifications to be made to the floor plan and outline specifications, and shall promptly resubmit to Landlord the modified floor plan and outline specifications, which shall be subject to the same review, approval and modification procedures set for above. The final floor plans and outline specifications for the Demised Premises and the Tenant Improvements approved by Landlord shall hereinafter be referred to as the "**T.I. Outline Specifications.**"

(b) Following approval of the T.I. Outline Specifications, Landlord shall cause its project architect, Design Collaborative Studios (the "Project Architect") to prepare and deliver to Tenant for Tenant's approval (which it shall not unreasonably withhold or delay) within ten (10) days after Landlord's approval of the T.I. Outline Specifications as set forth above in Section 2(a), any and all necessary construction documents for the Tenant Improvements in the Demised Premises, including but not limited to, 1/4" architectural, mechanical and electrical working drawings to scale together with specifications necessary to complete such Tenant Improvements. The construction documents will be prepared based upon the T.I. Outline Specifications, and shall in all material respects be consistent with

the development of such T.I. Outline Specifications. If Tenant has any objections or comments with respect to such construction documents, working drawings and specifications, it shall notify Landlord and the Project Architect in writing such objections within five (5) days after receipt thereof or Tenant shall be deemed to have approved such documents, drawings and specifications. Landlord shall cause the Project Architect in writing to make the requested changes and modifications to the construction documents, working drawings and specifications, and shall resubmit to Tenant and the Review Architect the modified construction documents, working drawings and specifications, which shall be subject to the same review, approval and modification procedures set forth above. The final construction documents, working drawings and specifications for the Tenant Improvements approved by Tenant, shall be referred to as the "T.I. Plans and Specifications." None of the T.I. Plans and Specifications may be changed or otherwise modified without the prior written consent of Tenant.

3. **Permits.** Landlord shall obtain and maintain all authorizations, approvals and permits required by any governmental entity for the Tenant Improvements described herein to be performed by Landlord. Tenant shall cooperate with Landlord in obtaining such authorizations, approvals or permits.

4. **Completion.** The Tenant Improvements shall be deemed complete when all of the following have occurred: (A) the Project Architect's certificate of Final Completion with respect to the Tenant Improvements shall have been delivered to Landlord and Tenant; (B) Landlord shall have obtained and delivered to Tenant a Temporary Certificate of Occupancy for the Demised Premises from the governmental authority which has authority to issue such certificates in the jurisdiction wherein the Premises are located, which Temporary Certificate of Occupancy shall indicate that the Final Certificate of Occupancy will be issued in due course; and (C) Landlord and Tenant shall have accepted the Tenant Finish Work as being in substantial conformity with the T.I. Plans and Specifications and have executed a written acknowledgment of such acceptance setting forth the T.I. Completion Date (the "T.I. Completion Date Certificate"), excepting punch list items as defined below, which shall also be signed by Landlord.

5. **Access Before Completion.** Tenant shall have access to the Demised Premises in which Tenant Improvements are being performed prior to completion only for the purposes of inspecting Landlord's work or otherwise as agreed to by the parties in writing.

6. **Punch List Work.** Following issuance of the Project Architect's Certificate of Final Completion with respect to the Tenant Improvements, Tenant may inspect the Tenant Improvements and prepare a punch list setting forth all incomplete, defective or other items of construction not in conformity to the T.I. Plans and Specifications and if such punch list is delivered to Landlord, Landlord


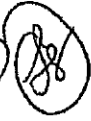
shall complete or correct all items on the punch list within thirty (30) days of receipt thereof (or within a reasonable period of time if thirty(30) days is insufficient time during which to complete such item). In the event Landlord fails to complete or correct any or all items on the punch list as herein provided, Tenant may complete or correct any or all such items and Landlord shall reimburse Tenant for the cost thereof plus interest thereon within thirty (30) days after receipt from Tenant of written demand for such payment and in the event Landlord fails to reimburse Tenant for such cost and 12% interest within such thirty (30) day period, Tenant may either deduct such cost and interest from the next ensuing installments of rent coming due under the Lease until such costs plus interest are recovered or pursue whatever remedies Tenant may have against Landlord at law or in equity. Landlord shall complete and correct each item set forth on the punch list even if the determination of whether the Tenant Improvements have been constructed in substantial conformity with the T.I. Plans and Specifications has been submitted to arbitration or litigation.

7. Defective Work. Landlord warrants to Tenant that (i) the Tenant Improvements will be constructed in accordance with the T.I. Plans and Specifications, (ii) all materials and equipment furnished will be new, unless otherwise specified, (iii) Tenant Improvements will be of good quality, free from faults and defects, and (iv) the Tenant Improvements shall be in full compliance with all applicable laws, codes and regulations, including by way of example, but not as a limitation, environmental, zoning, building and land use laws, codes and regulations. Without limiting the generality of the foregoing, if within one year after the date of substantial completion of all the Tenant Improvements, or within such longer period of time as may be prescribed by law or the terms of any applicable warranty required by the T.I. Plans and Specifications, the Tenant Improvements or any part or element of either is found to be defective or not in accordance with the T.I. Plans and Specifications, Landlord shall correct same within 30 days after receipt of written notice from Tenant to do so or a longer reasonable period if such correction cannot reasonably be completed within a 30-day period, unless Tenant has previously given Landlord a written acceptance of such condition. Unless such condition is specifically referred to and accepted in a written instrument delivered to Landlord, acceptance by Tenant of the Tenant Improvements pursuant to the lease shall not be deemed to be written acceptance of any such condition.

LANDLORD:
Donelson Corporate Centre, L.P.
By: JS Development, LLC,
its General Partner

By:  _____

TENANT:
Automated License Systems, LLC Inc.

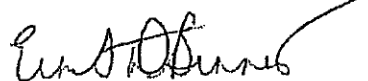
By:  _____
Its: SECRETARY

EXHIBIT C — COMMENCEMENT DATE AGREEMENT

This Agreement is made and entered into as of the 25th day of March, 2008 between Donelson Corporate Centre, L.P. ("Landlord") and Automated License Systems, LLC ("Tenant"), and shall be attached to and made a part of that certain Fourth Amendment to Lease between Landlord and Tenant of even date (the Fourth "Amendment"). Pursuant to the provisions of the Lease (as defined in the Amendment), as amended by the Amendment, Landlord and Tenant intending to be legally bound hereby, agree to the following:

- a. The Commencement Date of the Lease, for the Additional Premises, is the 1st day of June, 2008.
- b. Tenant agrees that, as of and through the date hereof, Landlord has fully and timely complied with and performed each and every of its obligations as set forth in the Lease and that Tenant has no claims or causes of action against Landlord whatsoever and has no right to any setoffs against any and all sums due Landlord.

IN WITNESS WHEREOF, the parties have duly executed this supplement to the Lease as of the day and year first above written

LANDLORD:

Donelson Corporate Centre, L.P.
By: JS Development, LLC
Its: General Partner

By: [Signature]
Floyd Shechter
Title: Managing Member

TENANT:

Automated License Systems, LLC Inc.

By: [Signature]
Name: ERNEST D. BUNNETT, III
Title: SECRETARY

FIFTH AMENDMENT TO OFFICE LEASE AGREEMENT
DONELSON CORPORATE CENTRE

THIS FIFTH AMENDMENT TO OFFICE LEASE AGREEMENT (this "Amendment") is made as of February 11th, 2011 by and among Donelson Corporate Centre, L.P., a Tennessee limited partnership ("Landlord") and The Active Network, Inc., a Delaware Corporation, successor in interest to Automated License Systems, Inc., a Tennessee corporation ("Tenant"), under the following circumstances:

A. Landlord and Tenant have entered into that certain Office Lease Agreement dated as of September 24, 1999 (the "Lease"), whereby Landlord leases to Tenant approximately 20,439 rentable square feet of space (the "Premises") on the third floor of Building Two, Donelson Corporate Centre, 3055 Lebanon Road, Davidson County, Tennessee.

B. Landlord, Tenant and Guarantors have amended that certain Office Lease Agreement dated as of September 24, 1999 by entering into the First Amendment to Office Lease Agreement dated as of April 28th, 2005 ("the First Amendment") and Landlord, Tenant and Guarantors have further amended that certain Office Lease Agreement by entering into the Second Amendment to Office Lease Agreement dated as of July 1, 2005 ("the Second Amendment") and Landlord, Tenant and Guarantors have further amended that certain Office Lease Agreement by entering into the Third Amendment to Office Lease Agreement dated as of January 10, 2007, and Landlord and Tenant have further amended that certain Office Lease Agreement by entering into the Fourth Amendment to Office Lease Agreement dated as of March 25th, 2008, the total Net Rentable Area of the Premises is 32,546 square feet.

C. Landlord and Tenant wish to further amend the Lease in order to amend the term and Tenant Improvement Allowance of the Premises and to modify certain other terms of the Lease as set forth herein.

NOW THEREFORE, in consideration of the agreements and covenants hereinafter set forth, Landlord and Tenant agree and acknowledge that the Lease is amended as follows:

1. Defined Terms. Any capitalized term not expressly defined in this Amendment shall have the definition for such term set forth in the Lease.

2. Term. Upon the execution of this Amendment the parties shall execute Exhibit "C" attached hereto and incorporated herein, which shall replace Exhibit C attached to the original Lease. On June 1, 2011 a new eighty four month

term shall commence and said term shall terminate unless extended pursuant to the terms of any remaining renewal options. The current Office Lease Agreement as amended shall remain in full force and effect until June 1, 2011.

3. Rent. Tenant shall pay Base Rental for the Premises commencing June 1, 2011 ("The Fifth Amendment Commencement Date") and continuing for eighty four (84) months terminating on May 31st, 2018 as follows:

Year	Rate	Per Month	Per Annum
June 1, 2011-May 31, 2012	\$16.50	\$44,750.75	\$537,009.00
June 1, 2012-May 31, 2013	\$16.83	\$45,645.77	\$547,749.24
June 1, 2013-May 31, 2014	\$17.17	\$46,558.68	\$558,704.16
June 1, 2014-May 31, 2015	\$17.51	\$47,489.85	\$569,878.20
June 1, 2015-May 31, 2016	\$17.86	\$48,439.65	\$581,275.80
June 1, 2016-May 31, 2017	\$18.22	\$49,408.44	\$592,901.28
June 1, 2017-May 31, 2018	\$18.58	\$50,396.61	\$604,759.32

4. Term. Upon the execution of this Amendment, the parties shall execute Exhibit C, attached hereto and incorporated herein, which shall replace Exhibit C attached to the original Lease. Exhibit C attached hereto, once executed by the parties, shall set for the new term for this Amendment.

5. Tenant Improvements. Tenant accepts the Additional Premises "as is, where is". The Tenant Improvement Allowance for the term of the Fifth Amendment shall be \$300,000.00. Said allowance shall be utilized for improvements to the demised premises.

6. Continuing Effect: Conflict. (a) Except as amended hereby, the Lease shall remain in full force and effect, including without limitation, the provisions regarding expiration date of the initial term of the Lease and any rights that Tenant may have to extend or terminate early the term thereof.

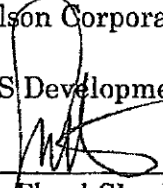
(b) In the event of a conflict between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall control.

THIS AMENDMENT is signed as of the date first above written.

LANDLORD:

Donelson Corporate Centre, L.P.

By: JS Development, LLC, general partner

By: 

Floyd Shechter
Managing Member

TENANT:

The Active Network, Inc., as successor in
interest to Automated License Systems, Inc.

By: 

Name: SCOTT MENDEL
Title: CFO

EXHIBIT C — COMMENCEMENT DATE AGREEMENT

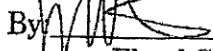
This Agreement is made and entered into as of the 16th day of February, 2011 between Donelson Corporate Centre, L.P. ("Landlord") and The Active Network, Inc. as successor in interest to Automated License Systems, INC. ("Tenant"), and shall be attached to and made a part of that certain Fifth Amendment to Lease between Landlord and Tenant of even date (the "Fifth Amendment"). Pursuant to the provisions of the Lease (as defined in and amended by the Fifth Amendment), Landlord and Tenant intending to be legally bound hereby, agree to the following:

- a. The Commencement Date of the Lease, for the additional Term is the 1st day of June, 2011.
- b. Tenant agrees that, as of and through the date hereof, Landlord has fully and timely complied with and performed each and every of its obligations as set forth in the Lease and that Tenant has no claims or causes of action against Landlord whatsoever and has no right to any setoffs against any and all sums due Landlord.

IN WITNESS WHEREOF, the parties have duly executed this supplement to the Lease as of the day and year first above written

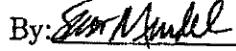
LANDLORD:

Donelson Corporate Centre, L.P.
By: JS Development, LLC
Its: General Partner

By: 
Floyd Shechter
Title: Managing Member

TENANT:

The Active Network, Inc.,
as successor in interest to
Automated License Systems, Inc.

By: 
Name: SCOTT MENDEL
Title: CFO

ASSIGNMENT OF LEASE AGREEMENT

THIS ASSIGNMENT OF LEASE AGREEMENT (the "Assignment") is executed as of this 7th day of July, 2016, and is to be effective as of April 30, 2014 ("Effective Date"), by and between LANYON SOLUTIONS, INC., formerly known as The Active Network, Inc, a Delaware corporation ("Assignor"), and ACTIVE NETWORK, LLC, a Delaware limited liability company ("Assignee"). Hereafter, Assignor and Assignee are sometimes referred to as a "Party" and collectively as the "Parties".

RECITALS:

WHEREAS, Assignor is the tenant of that certain premises ("Premises") described in that certain Donelson Corporate Centre Office Lease Agreement dated September 24, 1999, by and between Donelson Corporate Centre, L.P., a Tennessee limited partnership ("Landlord"), and Assignor, as amended by that certain First Amendment to Office Lease Agreement dated April 28, 2005, that certain Second Amendment to Office Lease Agreement dated June 29, 2005, that certain Third Amendment to Office Lease Agreement dated January 10, 2007, that certain Fourth Amendment to Office Lease Agreement dated March 25, 2008, and that certain Fifth Amendment to Office Lease Agreement dated February 11, 2011, (collectively, the "Lease"); and

WHEREAS, all of the issued and outstanding stock of The Active Network, Inc. was acquired by Athlaction Holdings, LLC pursuant to a merger of Athlaction Merger Sub, Inc. into The Active Network, Inc., on or about November 15, 2013 (the "Change in Control Transaction"), which transaction constituted a change in control of The Active Network, Inc. and which transaction required the consent of the Landlord pursuant to the terms of the Lease; and

WHEREAS, Assignor now as part of this Assignment desires to request consent to the prior assignment which occurred in the Change In Control Transaction; and

WHEREAS, Assignor has previously transferred rights under the Lease or otherwise allowed Assignee occupancy of the premises in each case without consent of Landlord as required by the Lease and Assignor now desires to obtain Landlord's consent to assign the Lease to Assignee, without such assignment releasing Assignor from its primary liability and obligations under the Lease, and Assignee wishes to assume the Lease.

OPERATIVE PROVISIONS:

NOW, THEREFORE, in consideration of the foregoing Recitals, which Recitals are incorporated herein by this reference, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereto agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Lease and the Premises, and Assignee hereby accepts the foregoing assignment and assumes all rights, duties and obligations under the Lease. Assignee hereby

covenants and agrees to perform each and every obligation and duty under the Lease and to be responsible for any liability related to the Lease.

2. Assignor to remain liable under the Lease. Neither this Assignment nor the consent of Landlord shall release Assignor from its obligations and covenants as Tenant under the Lease. Assignor will remain liable, jointly and severally with Assignee, for the performance of each and every obligation, covenant, agreement, term, provision, liability and condition set forth in the Lease.

3. Amendments to Lease/Ratification.

(a) Assignor, Assignee and Landlord agree that the Lease is hereby amended to delete the Renewal Option set forth in Section 9 of that certain Third Amendment to Office Lease dated January 10, 2007. Assignor and Assignee acknowledge and agree that effective as of the date of this Assignment, neither Assignor nor Assignee shall have any option to extend (or otherwise renew) the term of the Lease.

(b) Assignor, Assignee and Landlord agree that the Lease is hereby amended to delete the Right of First Refusal set forth in Section 8 of that certain Third Amendment to Office Lease dated January 10, 2007. Assignor and Assignee acknowledge and agree that effective as of the date of this Assignment, neither Assignor nor Assignee shall have any right of first refusal, right of first offer, or similar rights under the Lease.

(c) Except for the foregoing amendments to the Lease, all other terms of the Lease will remain in full force and effect and will not be modified by this Assignment.

4. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute but one and the same agreement.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the law of the State of Tennessee.

6. Consent. The consent by Landlord to the change of control transaction and to this Assignment will not be deemed to be a waiver of any defaults by Assignor or Assignee under the Lease, including, without limitation, a waiver of any uncollected or unbilled Base Rent or Additional Rent that may be due or payable under the Lease.

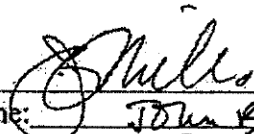
7. Future Amendments to Lease. Assignor authorizes Assignee to amend the Lease at Assignee's sole discretion and without notice to or consent to Assignor, and Assignor agrees that no such amendment will limit or alter Assignor's liability under the Lease, as it may be amended from time to time.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor, Assignee and Landlord have caused their duly authorized representatives to execute this Assignment as of the Effective Date.

“ASSIGNOR”

LANYON SOLUTIONS, INC., formerly known as
The Active Network, Inc., a Delaware corporation

By: 
Name: John B. Mills
Its: CEO
Date: 7/5/16

“ASSIGNEE”

ACTIVE NETWORK, LLC, a Delaware limited
liability company

By: _____
Name: _____
Its: _____
Date: _____

Landlord hereby consents to the foregoing
assignment and to the Change In Control
Transaction.

DONELSON CORPORATE CENTRE, L.P., a
Tennessee limited partnership

By: JS Development, LLC, its general partner

By: _____
Name: _____
Its: _____
Date: _____

IN WITNESS WHEREOF, Assignor, Assignee and Landlord have caused their duly authorized representatives to execute this Assignment as of the Effective Date.

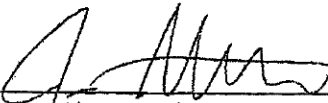
“ASSIGNOR”

LANYON SOLUTIONS, INC., formerly known as
The Active Network, Inc., a Delaware corporation

By: _____
Name: _____
Its: _____
Date: _____

“ASSIGNEE”

ACTIVE NETWORK, LLC, a Delaware limited
liability company

By:  _____
Name: Jason Mitchell
Its: V.P. OPERATIONS
Date: 7/5/16

Landlord hereby consents to the foregoing
assignment and to the Change In Control
Transaction.

DONELSON CORPORATE CENTRE, L.P., a
Tennessee limited partnership

By: JS Development, LLC, its general partner

By: _____
Name: _____
Its: _____
Date: _____

IN WITNESS WHEREOF, Assignor, Assignee and Landlord have caused their duly authorized representatives to execute this Assignment as of the Effective Date.

“ASSIGNOR”

LANYON SOLUTIONS, INC., formerly known as
The Active Network, Inc., a Delaware corporation

By: _____
Name: _____
Its: _____
Date: _____

“ASSIGNEE”

ACTIVE NETWORK, LLC, a Delaware limited
liability company

By: _____
Name: _____
Its: _____
Date: _____

Landlord hereby consents to the foregoing
assignment and to the Change In Control
Transaction.

DONELSON CORPORATE CENTRE, L.P., a
Tennessee limited partnership

By: JS Development, LLC, its general partner


By:  _____
Name: FLOYD SHECHTER
Its: MANAGING MEMBER
Date: 07.07.16

EXHIBIT "B"

MASTER LANDLORD CONSENT

[please see attached]

CONSENT TO SUBLEASE

THIS CONSENT TO SUBLEASE (this "Consent") is made and entered into effective as of _____, 2016, by and among Donelson Corporate Centre, Limited Partnership, a Tennessee limited partnership ("Landlord"), Active Network, LLC, a Delaware limited liability company ("Sublessor" OR "Lessee"), and The Metropolitan Government of Nashville and Davidson County, a metropolitan government, organized and existing under the laws of the State of Tennessee ("Sublessee"). This Consent is also acknowledged and agreed to by Lanyon Solutions, Inc., formerly known as The Active Network, Inc., a Delaware corporation ("Lanyon"). Capitalized terms used but not defined herein shall have the meaning given to such term in the Lease (as defined below).

RECITALS:

WHEREAS, Sublessor is the current tenant under that certain office lease originally dated September 24, 1999, between Landlord and Automated License Systems, LLC, as amended by that certain First Amendment to Office Lease Agreement dated April 28, 2005, that certain Second Amendment to Office Lease Agreement dated June 29, 2005, that certain Third Amendment to Office Lease Agreement dated January 10, 2007, that certain Fourth Amendment to Office Lease Agreement dated March 25, 2008, and that certain Fifth Amendment to Office Lease Agreement dated February 11, 2011 (collectively, as amended, the "Lease");

WHEREAS, Lanyon Solutions, Inc. formerly known as The Active Network, Inc., succeeded to the interests of Automated License Systems, LLC, in the Lease in conjunction with the Fifth Amendment to Office Lease, and Lanyon Solutions, Inc. has assigned the Lease to Sublessor on the date hereof, which assignment included a further amendment to the Lease (the "Assignment of Lease"). A copy of the Lease and Assignment of Lease is attached hereto as Exhibit "A", and incorporated herein by reference;

WHEREAS, Sublessor desires to sublease the Subleased Premises (as defined in the Sublease defined below) to Sublessee; and

WHEREAS, The Lease contains a restriction against assignment or subletting by the Lessee without the Landlord's prior written consent, not to be unreasonably withheld, and accordingly, Landlord has agreed to Consent to the Sublease upon the terms, conditions and agreements set forth herein.

AGREEMENT:

NOW THEREFORE, in consideration of the premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **CONSENT TO SUBLEASE.** Landlord consents, subject to the following terms, conditions, and agreements, to the sublease of the Subleased Premises (as defined in the Sublease) to Sublessee in accordance with the Sublease Agreement by and among Sublessor and Sublessee, dated the ___ day of _____, 2016 (the "Sublease"), a copy of which Sublease is attached hereto as Exhibit "B", and incorporated herein by reference. Sublessor and Sublessee warrant and represent to Landlord that they have provided Landlord with true, correct, and complete copies of the Sublease, including all exhibits, riders, and schedules, along with all other relevant documents and materials regarding the Sublease. Sublessee and Sublessor represent and warrant to Landlord that (i)

except for the Sublease, there are no other agreements or understandings, whether written or oral between Sublessor and Sublessee with respect to Sublessee's use and occupancy of the Subleased Premises or any property of Sublessor located therein, and (ii) there is no compensation or consideration payable or to become due and payable to Sublessor or any affiliate of Sublessor in connection with the Sublease other than the rentals expressly set forth in the Sublease.

(a) The Landlord's consent is expressly conditioned upon the payment of the Base Rental and Additional Rental reserved by the Lease, and the performance and observance of the covenants, conditions and agreements in the Lease and this consent in no way affects or releases the Sublessor from its obligations, liabilities and responsibilities under the Lease. The Sublessor confirms and acknowledges that, notwithstanding the Sublease, that it will remain liable under the Lease for the fulfillment of all the Sublessor's agreements, covenants and obligations thereunder.

(b) This consent is given without prejudice to the Landlord's rights under the Lease, and is expressly limited to the Sublease, and will not be deemed to be consent to or authorization for any further or other assignment, subletting or parting with or sharing possession of all or any part of the Subleased Premises by either the Lessee or the Sublessee. Landlord's consent to the Sublease does not constitute (i) Landlord's agreement or consent to be bound or estopped by any provisions of the Sublease, (ii) a representation or warranty as to any of the matters contained in the Sublease, or (iii) an assumption by Landlord of any of Sublessor's obligations under the Sublease. The parties further agree that Landlord is not a party to the Sublease, nor will Landlord be deemed a party to the Sublease by granting its consent thereto. Landlord's consent to the Sublease shall not give Sublessee any rights directly against Landlord nor create or impose any obligation or liability of Landlord in favor of Sublessee.

(c) Notwithstanding anything to the contrary contained in the Sublease, neither the Lessee, as the Sublessor, nor the Sublessee will act in any manner which is inconsistent with the terms of the Lease. The Sublessee covenants to and with the Lessor that it will not cause, by any act or omission, the Sublessor to be in default of its agreements, covenants and obligations under the Lease. Neither Sublessor nor Sublessee shall do or permit anything to be done in connection with Sublessee's occupancy of the Subleased Premises which would violate any of the covenants, agreements, terms, provisions and conditions of the Lease.

(d) In granting its consent to the Sublease, the Landlord does not make any representation or warranties with respect to the status of the Lease. Further, nothing contained in the Sublease or this consent will be construed as modifying, waiving or affecting any of the provisions, covenants and conditions of the Lease or any of the Landlord's rights or remedies under the Lease other than as specifically set forth in this Consent.

(e) In consideration of the Landlord's consent to the Sublease, the Sublessee acknowledges and agrees that:

- (i) the Sublease is subject to and subordinate to the Lease;
- (ii) with respect to the Subleased Premises (as defined in the Sublease), Sublessee will observe, comply with and perform all terms, conditions and covenants in the Lease, excluding exceptions noted in Section 9.02(e)(i) of the Sublease, and this Consent and perform all obligations of any kind

whatsoever in the Lease as and when the same are due to be performed by the Lessee pursuant to the terms of the Lease; and

- (iii) Sublessee is subject to all of the Landlord's rights under the Lease, as though the Sublessee were named the Lessee under the Lease, excluding exceptions noted in Section 9.02(e)(i) of the Sublease. The Sublessee further expressly acknowledges and agrees that it shall have no right to assign or sublease the Subleased Premises without the prior consent of Landlord, which consent Landlord can withhold in its sole and absolute discretion.

(f) The Sublessee confirms to the Landlord that Sublessee's right to occupy the Subleased Premises is derived solely from the Lease. If the term of the Lease naturally expires or if the Lease is otherwise terminated for any reason prior to the Sublease Expiration Date (as defined below), the Sublease will also automatically be terminated and the Sublessee will have no further rights of occupancy or tenancy of the Subleased Premises pursuant to the Sublease. The Sublessee waives any statutory rights or rights at law pursuant to which it may continue to occupy the Subleased Premises.

(g) Sublessee acknowledges that the term of the Sublease ends on May 22, 2018 (the "Sublease Expiration Date") unless terminated earlier in accordance with applicable law, the terms of this Consent, or pursuant to the terms of the Sublease. Sublessor and Sublessee hereby covenant to Landlord that Sublessor and Sublessee shall have no right to extend the term of the Sublease. Each of Sublessor, Lanyon and Sublessee represents, warrants and covenants to Landlord that Sublessee shall vacate the Subleased Premises by the earlier of (i) the Sublease Expiration Date, or (ii) the date of termination of the Sublease for any reason. Sublessee shall have no right to remain in the Subleased Premises or otherwise holdover beyond the Sublease Expiration Date (or the earlier date of termination of the Sublease), and the failure by Sublessee to fully vacate and return possession of the Subleased Premises, including, without limitation, removing all furniture, fixture, and equipment by the Sublease Expiration Date (or earlier date of termination of the Sublease) shall be a material breach of this Consent, and to the fullest extent permitted by applicable law, Landlord shall be entitled to collect from Sublessor, Sublessee, and Lanyon, any losses, liabilities, claims, damages (including, without limitation, any lost profits, lost revenues, diminution in value of the Project or Landlord, lost opportunities or lease agreements, and other consequential or special damages), judgements, costs, fees and expenses incurred or suffered by Landlord based upon, arising out of or otherwise in respect of such breach, including, without limitation, any costs, fees and expenses incurred by Landlord in obtaining possession of the Subleased Premises or enforcing or pursuing its rights under this Consent or the Lease. In addition, Landlord shall be entitled to collect reasonable attorney's fees incurred by Landlord in obtaining possession of the Subleased Premises or otherwise arising from or relating to Sublessee's holdover from Sublessor, Sublessee, or Lanyon. It is acknowledged and agreed that nothing in the Lease, Sublease, or this Consent shall limit Landlord's rights or remedies against Sublessor, Sublessee, or Lanyon under this Section 1(g). Nothing in this Consent shall limit Landlord's rights or remedies under the Lease.

In the event Sublessee remains in the Subleased Premises beyond the Sublease Expiration Date (or early termination of Lease) in violation of Section 1(g) of this Consent, such holdover shall not be construed to extend the term of the Lease or Sublease and each of Sublessor and Sublessee shall be deemed a tenant at will of Landlord, terminable upon five (5) days' notice. Landlord's election to

terminate any tenancy at will shall not effect or otherwise limit Landlord's rights or remedies under this Consent (including, without limitation, this Section 1(g)) or under the Lease.

(h) In the event of a default under the Lease by Sublessor, Landlord may at Landlord's sole option and upon reasonable notice to Sublessee, collect rent due under the Sublease directly from Sublessee. In no event will Landlord's collection of rent directly from Sublessee create a direct landlord-tenant relationship between Landlord and Sublessee.

(i) Landlord is not liable for any real estate transfer taxes or any leasing commission or other amounts which may be due to a broker or agent with respect to the Sublease. Sublessor shall pay all such transfer taxes or brokerage or leasing commission which may be due as a result of the transaction which is the subject of this Consent, and any failure to make such payments will be a material breach of this Consent and Sublessor shall be responsible for any damages incurred by Landlord as a result of such breach.

(j) Sublessee is not a party to and has no rights under the Lease. Accordingly, and without limiting the generality of the foregoing, Sublessee shall have no right to exercise any renewal rights or purchase rights (including, without limitation, rights of first offer or rights of first refusal) granted to Sublessor under the Lease.

(k) Sublessor and Sublessee agree that no alterations, improvements, or physical changes shall be made in or to the Subleased Premises, or any part thereof, except pursuant to the covenants, agreements, provisions, terms and conditions of the Lease.

(l) Sublessor or its agents may enter the Subleased Premises at any time and for any reason, but Sublessor agrees to use reasonable efforts not to unreasonably disrupt Sublessee's use of the Subleased Premises. To the extent practicable, and excepting any entry for emergencies, Sublessor agrees to provide Sublessee reasonable notice prior to any such entry.

(m) Landlord or its agents may enter the Subleased Premises at any time and for any reason. To the extent practicable, and excepting any entry for emergencies, Landlord agrees to provide Sublessee reasonable notice prior to any such entry.

2. DETAINER ACTIONS AND OTHER ACTIONS TO REGAIN POSSESSION. Landlord, Sublessor, and Sublessee acknowledge and agree that any detainer action or other proceeding by Landlord to regain possession of the Premises or Subleased Premises from Sublessor or Sublessee, or to terminate the Lease or Sublease, will not be subject to binding arbitration and each of Landlord, Sublessor and Sublessee agree that Landlord may bring a detainer action or other action to regain possession of the Premises or Subleased Premises, or to terminate the Lease or Sublease, in General Sessions Court in Davidson County, Tennessee, or if required because of appeal or otherwise, Circuit or Chancery Court of Davidson County, Tennessee. The provisions of Section 39(m) of the Lease, or any other provision of the Lease or Sublease allowing for binding arbitration, will not apply to any detainer action or other legal action brought by Landlord to regain possession of the Premises or Subleased Premises, or to terminate the Lease or Sublease.

3. NO DEFAULT. Sublessor and Lanyon agree that, as of the date of this Consent, Landlord is not in default under the Lease and neither Sublessor nor Lanyon has any outstanding claims against Landlord.

4. **LANYON TO REMAIN LIABLE UNDER THE LEASE.** Lanyon hereby acknowledges and agrees that it is liable, jointly and severally with Sublessor, for the performance of each and every obligation, covenant, agreement, term, provision, liability and condition set forth in the Lease. Neither this Consent nor the Sublease shall release Lanyon from being primarily and directly liable for performance of all obligations and covenants of the tenant under the Lease. Lanyon represents, warrants, and covenants to Landlord that Lanyon has no defense as of the date hereof to being primarily liable for performance of every obligation and covenant of the tenant under the Lease.

5. **LANDLORD'S FEES AND EXPENSES.** Sublessor agrees to pay Landlord \$12,200.00 as reimbursement for Landlord's legal fees and expenses incurred in reviewing the Sublease and preparing, negotiating, and revising this Consent.

6. **DEFINED TERMS.** All capitalized terms used herein, and not otherwise defined, have the meaning ascribed to such terms in the Lease.

7. **ATTORNEYS' FEES.** If Landlord commences litigation against any other party for the specific performance of this agreement, for damages for the breach hereof or otherwise for enforcement of any remedy hereunder, the parties hereto agree to and hereby do waive any right to a trial by jury (if permitted by law) and, in the event of any such commencement of litigation, Landlord, if it is the prevailing party, shall be entitled to recover from Sublessor, Sublessee, and Lanyon such costs and reasonable attorneys' fees as may have been incurred by Landlord. Sublessor, Sublessee, and Lanyon will be responsible for payment of such attorney's fees even if such legal action is solely or primarily against Sublessee, or arising from or with respect to actions or omissions by Sublessee.

8. **MISCELLANEOUS.** This Consent may be amended only by a written instrument executed by Landlord, Sublessor, and Sublessee. If any provision of this Consent is found by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remainder of this Consent shall not be affected thereby. This Consent may be executed in separate counterparts. It shall be fully executed when each of the parties to this Consent has signed at least one (1) counterpart, even though no one (1) counterpart contains the signature of all of the parties to this Consent. The Consent is not binding on Landlord unless and until it is signed by Landlord. The parties acknowledge and agree that all exhibits referenced in this Consent are attached hereto and incorporated herein by reference. No waiver of any provision of or default under this Consent shall be deemed to have been made unless expressed in writing and signed by the party charged with making such waiver. No delay or omission in the exercise of any right or remedy accruing upon any breach of this Consent shall impair such right or remedy or be construed as a waiver of such breach. This Consent shall be governed by and construed in accordance with the laws of the State of Tennessee. The parties acknowledge that Landlord is a third party beneficiary of this Sublease and agree that Landlord shall have the right to enforce any covenants of Sublessee to the same extent and in the same manner as Sublessor.

9. **NOTICES.** The proper addresses of the parties to which notices should be sent (in accordance with the notice provisions of the Lease and Sublease, as applicable) are as follows:

With Respect to Landlord:

c/o SmartSpace, LLC
Attn: Floyd Shechter
2900 Lebanon Road, Suite 200
Nashville, Tennessee 37214

With a copy to:

Sherrard Roe Voigt & Harbison, PLC
150 Third Avenue South, Suite 1100
Nashville, TN 37201
Attn: Scott W. Fielding, Esq.

With Respect to Sublessor and Lanyon:

Attn: Legal Department
Active Network, LLC
717 North Harwood St.
Suite 2500
Dallas, TX 75201

Attn: Legal Department
Lanyon Solutions, Inc.
717 North Harwood St.
Suite 2200
Dallas, TX 75201

With Respect to Sublessee:

The Metropolitan Government of
Nashville and Davidson County
Attn: Director of Public Property Administration
P. O. Box. 196300
Nashville, TN 37219-6300

Hand delivery address:
Attn: Director of Public Property Administration
Metropolitan Government of Nashville and
Davidson County
700 2nd Avenue South, Suite 310
Nashville, TN 37210

Legal process directed to the Metropolitan Government of Nashville and Davidson County shall be served via hand delivery to:


The Metropolitan Government of
Nashville and Davidson County
Attn: Director of Law
Department of Law
Metropolitan Historic Courthouse, Suite 108
1 Public Square
Nashville, TN 37201

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the undersigned have executed this Consent to Sublease on this _____ day of _____, 2016.

DONELSON CORPORATE CENTRE, L.P., a Tennessee limited partnership

By: JS Development, LLC, its general partner

By:  _____ (Lessor)

Name: FLOYD SHECHTER
Title: MANAGING MEMBER

I/We have the authority to bind the corporation to this Consent.

ACTIVE NETWORK, LLC, a Delaware limited liability company

By: _____ (Lessee)

Name:
Title:

I/We have the authority to bind the limited liability company to this Consent.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, a Tennessee municipal corporation

By:  _____ (Sublessee)

Name: Steve Berry
Title: Director, Public Property

I/We have the authority to bind the municipal corporation to this Consent.

IN WITNESS WHEREOF, the undersigned have executed this Consent to Sublease on this _____ day of _____, 2016.

DONELSON CORPORATE CENTRE, L.P., a Tennessee limited partnership

By: JS Development, LLC, its general partner

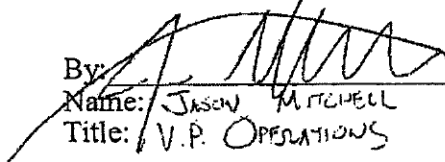
(Lessor)

By: _____
Name:
Title:

I/We have the authority to bind the corporation to this Consent.

ACTIVE NETWORK, LLC, a Delaware limited liability company

(Lessee)

By:  _____
Name: JASON MITCHELL
Title: V.P. OPERATIONS

I/We have the authority to bind the limited liability company to this Consent.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, a Tennessee municipal corporation

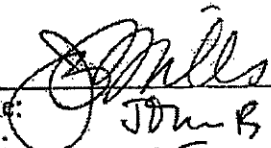
(Sublessee)

By: _____
Name:
Title:

I/We have the authority to bind the municipal corporation to this Consent.

The undersigned hereby joins in this Consent and agrees to be bound by all terms, provisions and agreements set forth herein.

**LANYON SOLUTIONS, INC., formerly known
as The Active Network, Inc.**

By: 
Name: _____
Title: John B. Mills
 CFO

I/We have the authority to bind the corporation to
this Consent.

Premises, without first obtaining the written consent of Landlord which consent shall not be unreasonably withheld so long as said alterations do not impact on Building systems or structure and are not visible from outside the Premises. All repairs, alterations or additions that affect the Building's structural components or the Building's mechanical, electrical and plumbing systems shall be made solely by Landlord or its contractor.

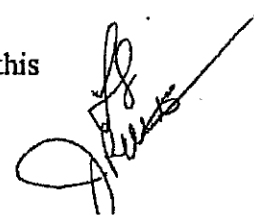
d. Tenant shall indemnify and hold Landlord harmless from and against all costs (including reasonable attorneys' fees and costs of suit), losses, liabilities, or causes of action arising out of or relating to any alterations, additions or improvements made by Tenant to the Premises, including, but not limited to, any mechanics' or materialmen's liens asserted in connection therewith. No portion of Landlord's interest in the Building shall be subject to attachment on account of any work performed by or on account of Tenant, and Tenant shall provide written notice of same to all of its contractors.

Should any mechanic's or other liens be filed against any portion of the Building by reason of Tenant's acts or omissions or because of a claim against Tenant, Tenant shall cause the same to be canceled or discharged of record by bond or otherwise within thirty (30) days after notice by Landlord. If Tenant shall fail to cancel or discharge said lien or liens, within said thirty (30) day period, Landlord may, at its sole option, cancel or discharge the same and upon Landlord's demand, Tenant shall promptly reimburse Landlord for all reasonable costs incurred in canceling or discharging such liens, plus an administrative fee equal to fifteen percent (15%) of such costs.

17. Repairs by Landlord. Landlord shall make such repairs to exterior, roof and structural portions of the Building, the general Building systems and common areas of the Building as Landlord may deem necessary for normal operations, and Landlord shall not otherwise be obligated to make improvements to, or repairs of, the Premises or the Building. The cost of such repairs shall be a part of Operating Expenses; except that Tenant shall pay on demand Landlord's costs for any repairs necessitated by the acts or omissions of Tenant or Tenant's agents, contractors, employees, visitors or invitees, plus an administrative fee of fifteen percent (15%) of such costs.

Should Landlord fail to commence any reasonable and necessary maintenance, repairs, replacements or improvements which it is required to perform hereunder within ten (10) days after written notice from Tenant to Landlord and thereafter diligently proceed with such work until completion, Tenant may, at its option, perform any such maintenance, repairs, replacements or improvements, and Landlord shall pay to Tenant on demand Tenant's reasonable and necessary costs thereof, plus an administrative fee of fifteen (15%) per cent of such costs. In the event that a failure, defect, or interruption of service has occurred for which Landlord is responsible hereunder and said failure, defect, or interruption of service is adversely affecting the functionality of Tenant's computer and/or communications capabilities, Tenant may proceed immediately hereunder in the event that Landlord fails to take or authorize the reasonable and necessary immediate remedial action.

18. Repairs by Tenant. Except for Landlord's express repair obligations under this Lease, Tenant shall at its own cost and expense, keep the Premises and all leasehold



improvements in good and clean condition, and Tenant shall perform all maintenance, repairs and replacements necessary to accomplish the same. In addition, Tenant shall perform all maintenance, repairs, replacements and improvements required by any governmental law, ordinance, rule or regulation. If Tenant fails to commence any maintenance, repairs, replacements or improvements which it is required to perform hereunder within ten (10) days after written notice from Landlord to Tenant and thereafter diligently proceed with such work until completion, Landlord may, at its option, perform any such maintenance, repairs, replacements or improvements deemed necessary by Landlord, and Tenant shall pay to Landlord on demand Landlord's cost thereof, plus an administrative fee of fifteen percent (15%) of such costs.

19. Condemnation. If all or substantially all of the Premises, or such portion of the Premises or the Building as would render, in Landlord's reasonable judgment, the continuance of Tenant's business from the Premises impracticable, shall be permanently taken or condemned for any public purpose, then Landlord or Tenant may terminate this Lease. If less than all or substantially all of the Premises or any portion of the Building shall be taken, then Landlord shall have the option of terminating this Lease by written notice to Tenant within ten (10) days following the date of such condemnation or taking. If this Lease is terminated as provided above, this Lease shall cease and expire as of the date of the taking. In the event that this Lease is not terminated and a portion of the Premises is taken, Tenant shall pay the Rental up to the date of the taking, and this Lease shall thereupon cease and terminate with respect to the portion of the Premises so taken. Thereafter the Base Rental and Additional Rental shall be adjusted on an equitable basis. If this Lease is not terminated, Landlord shall promptly repair the Premises or the Building, as the case may be, to an architectural unit, fit for Tenant's occupancy and business; provided, however, that Landlord's obligation to repair hereunder shall be limited to the extent of the net proceeds from such taking made available to Landlord for such repair. In the event of any temporary taking or condemnation for any public purpose of the Premises, the Building or any portion thereof, this Lease shall continue in full force and effect except that Base Rental and Additional Rental shall be adjusted on an equitable basis for the period of such taking, and Landlord shall be under no obligation to make any repairs or alterations. In the event of any taking of the Premises, Tenant hereby assigns to Landlord the value of all or any portion of the unexpired term of the Lease and all leasehold improvements, and Tenant shall not assert a claim for a condemnation award therefor; provided, however, Tenant may pursue a separate award from the condemning authority for (a) relocation and moving expenses, and (b) compensation for loss of Tenant's business.

A handwritten signature in black ink, appearing to be "J. S. [unclear]", written in a cursive style.

20. Casualty.

a. In the event any portion of the Premises or any portion of the General Common Areas (or, if Tenant is on a multi-tenant floor, any portion of the On-Floor Common Areas for the floor on which the Premises are located) is damaged by fire or other casualty, earthquake or flood or by any other cause of any kind or nature, and the damage can, in the opinion of the Landlord's architect, be repaired within ninety (90) calendar days from the date of the casualty, then Landlord shall repair the damage. In the event the damage cannot, in the opinion of Landlord's architect, be repaired within ninety (90) days from the date of the casualty, but can be repaired within one hundred eighty (180) days from the date of the casualty, Landlord, at Landlord's sole option, may elect either to terminate this Lease or to repair the damage. If in Landlord's opinion of Landlord's architect, the damage cannot be repaired within one hundred eighty (180) days from the date of the casualty, then both Landlord and Tenant shall have the right to terminate this Lease.

b. Notwithstanding any language herein to the contrary, Landlord, at Landlord's sole option, shall have the right to terminate this Lease if at the time of any such damage, (i) less than two (2) years remain in the term of this Lease; (ii) the cost of repairing and restoring the damage exceeds twenty-five percent (25%) of the replacement cost of the Building; or (iii) Landlord's lender does not make the insurance proceeds available to Landlord to restore the Premises.

c. In the event this Lease is not terminated as provided hereunder (i) Landlord shall be obligated to repair the damage only to the extent of the net insurance proceeds available to Landlord for the purpose of rebuilding and restoration; (ii) to the extent Landlord has rental loss insurance proceeds available, Tenant shall be entitled to a pro rata abatement of Base Rental and Additional Rental during the period of time the Premises, or any portion thereof, are untenable due to such damage; and (iii) if the Premises, the Building, or any portion thereof shall be damaged through the negligence or willful misconduct of Tenant and the cost of repairing the same is not covered by Landlord's insurance, such damage shall be repaired by Landlord at the sole expense of Tenant, plus an administrative fee to Landlord of fifteen percent (15%) of such costs.

d. In the event of any termination of this Lease under this Section, this Lease shall cease and terminate as if the date of such damage were the expiration date of the term of this Lease.

21. Insurance.

a. Landlord shall maintain property insurance coverage on the Building. Said insurance shall be maintained in amounts desired by Landlord and payments for losses thereunder shall be made solely to Landlord. Tenant shall maintain at its expense business interruption insurance and property insurance coverage at full replacement cost on of all its personal property, including removable trade fixtures located in the Premises and on all additions and improvements (including fixtures) made by Tenant.



b. Landlord and Tenant shall each maintain a policy or policies of commercial general liability insurance. Such insurance shall afford minimum protection (which may be affected by primary and/or excess coverage) of not less than \$3,000,000 per occurrence for injury to or death of any person and of not less than \$500,000.00 per occurrence for property damage.

c. If Tenant shall fail to procure and maintain the insurance required herein, Landlord may, but shall not be required to, procure and maintain the same, but at the expense of Tenant, plus a fifteen percent (15%) administrative fee, which Tenant shall pay to Landlord upon demand. Unless otherwise permitted by Landlord, Tenant's insurance required hereunder shall be in companies rated A-, Class XII in "Best's Insurance Guide." Tenant shall deliver to Landlord prior to occupancy of the Premises copies of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Landlord. Tenant shall deliver to Landlord renewals of such policies or certificates at least thirty (30) days prior to their expiration. No policy shall be cancelable or subject to reduction of coverage except after thirty (30) days' prior written notice to Landlord.

d. The cost of Landlord's insurance shall be included in Operating Expenses. However, if the annual premiums to be paid by Landlord shall exceed the standard rates because of Tenant's operations within, or contents of, the Premises, Tenant shall promptly pay the excess amount of the premium upon request by Landlord.

e. Anything in this Lease to the contrary notwithstanding, Landlord and Tenant each hereby waives any and all rights of recovery, claim, action or cause of action, against the other, its agents, servants, partners, shareholders, officers or employees, for personal injury, loss or damage to business, and loss or damage that may occur to the Premises, the Building or the Project or any personal property located thereon arising from any cause that (a) would be insured against under the terms of any insurance required to be carried hereunder; or (b) is insured against under the terms of any insurance actually carried, regardless of whether the same is required hereunder. The foregoing waiver shall apply regardless of the cause or origin of such claim, including but not limited to the negligence of a party, or such party's agents, officers, employees or contractors. The foregoing waiver shall not apply if it would have the effect, but only to the extent of such effect, of invalidating any insurance coverage of Landlord or Tenant. Each party shall obtain any special endorsements, if any, required by their respective insurers to evidence compliance with the aforementioned waiver.

22. Damages from Certain Causes . Landlord shall not be liable or responsible to Tenant for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, riot, strike, insurrection, war, act or omission of any tenant or occupant of the Building, any nuisance or interference caused or created by any tenant or occupant of the Building, requisition or order of governmental body or authority, court order or injunction, or any cause beyond Landlord's control or, except in the case of the gross negligence or intentional misconduct of Landlord, for any damage or inconvenience which may arise through repair or alteration of any part of the Building.



23. Hold Harmless. Landlord shall not be liable to Tenant, its agents, servants, employees, contractors, customers or invitees for any damage to person or property caused by any act, omission or neglect of Tenant. Without limiting or being limited by any other indemnity in this Lease, but rather in confirmation and furtherance thereof, Tenant agrees to indemnify, defend by counsel reasonably acceptable to Landlord and hold Landlord harmless of, from and against any and all losses, damages, liabilities, claims, liens, costs and expenses (including, but not limited to, court costs, reasonable attorneys' fees and litigation expenses) in connection with injury to or death of any person or damage to or theft, loss or loss of the use of any property occurring in or about the Premises, the Building or the Project arising from Tenant's occupancy of the Premises, or the conduct of its business or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Premises, the Building or the Project, or from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Lease, or due to any other act or omission or willful misconduct of Tenant or any of its agents, employees, contractors, assigns, subtenants, guest or invitees.

24. Default and Remedies.

a. The occurrence of any of the following shall constitute a default under and breach of this Lease by Tenant (an "Event of Default"):

- i) Failure by Tenant to pay any Rental within (5) days after written notice that the same is past due;
- ii) Abandonment of the Premises;
- iii) Failure by Tenant to observe or perform any of the covenants in respect of assignment and subletting;
- iv) Failure by Tenant to cure forthwith, immediately after receipt of notice from Landlord, any hazardous condition which Tenant has created or permitted in violation of law or of this Lease;
- v) Failure by Tenant to complete, execute and deliver any instrument or document required to be completed, executed and delivered by Tenant within twenty (20) days after the initial written demand therefor to Tenant;
- vi) Failure by Tenant to observe or perform any other covenant, agreement, condition or provision of this Lease, if such failure shall continue for thirty (30) days after written notice thereof from Landlord to Tenant; provided that such thirty (30) day period shall be extended for the time reasonably required to complete such cure, if such failure cannot reasonably be cured within said thirty (30) day period and Tenant commences to cure such failure within said thirty (30) day period and thereafter diligently and continuously proceeds to cure such failure;



- vii) The levy upon execution or the attachment by legal process of the leasehold interest of Tenant, or the filing or creation of a lien in respect of such leasehold interest, which lien shall not be released or discharged within thirty (30) days from the date of such filing;
- viii) Tenant or any guarantor of Tenant's obligations under this Lease becomes insolvent or bankrupt or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of a trustee or receiver for all or a major part of its property;
- ix) A trustee or receiver is appointed for Tenant, any guarantor of Tenant's obligations under this Lease or for a major part of either party's property and is not discharged within sixty (60) days after such appointment;
- x) Any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding, or other proceeding for relief under any bankruptcy law or similar law for the relief of debtors, is instituted (A) by Tenant or any guarantor of Tenant's obligations under this Lease, or (B) against Tenant or any guarantor of Tenant's obligations under this Lease and is allowed against it or is consented to by it or is not dismissed within sixty (60) days after such institution;
- xi) Tenant's repeated or continued failure to timely pay any Rental due Landlord hereunder where such failure shall continue or be repeated for two (2) consecutive months, or for a total of four (4) months in any period of twelve (12) consecutive months; or
- xii) Tenant's repeated failure to observe or perform any of the other covenants, terms or conditions hereof more than six (6) times, in the aggregate, in any period of twelve (12) consecutive months.

b. Upon the occurrence of an Event of Default, Landlord shall have the option to do and perform any one or more of the following in addition to, and not in limitation of, any other remedy or right permitted it by law or in equity or by this Lease:

- a. Landlord, with or without terminating this Lease, may immediately or at any time thereafter re-enter the Premises and correct or repair any condition which shall constitute a failure on Tenant's part to keep, observe, perform, satisfy, or abide by any term, condition, covenant, agreement, or obligation of this Lease, and Tenant shall fully reimburse and compensate Landlord on demand.
- b. Landlord, with or without terminating this Lease, may immediately or at

any time thereafter demand in writing that Tenant vacate the Premises and thereupon Tenant shall vacate the Premises and remove therefrom all property thereon belonging to or placed on the Premises by, at the direction of, or with consent of Tenant within ten (10) days of receipt by Tenant of such notice from Landlord, whereupon Landlord shall have the right to re-enter and take possession of the Premises.

- c. Landlord, with or without terminating this Lease, may immediately or at any time thereafter, re-enter the Premises and remove therefrom Tenant and all property belonging to or placed on the Premises by, at the direction of, or with consent of Tenant. Any such re-entry and removal by Landlord shall not of itself constitute an acceptance by Landlord of a surrender of this Lease or of the Premises by Tenant and shall not of itself constitute a termination of this Lease by Landlord.
- d. Landlord, with or without terminating this Lease, may immediately or at any time thereafter relet the Premises or any part thereof for such time or times, at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable, and Landlord may make any alterations or repairs to the Premises which it may deem necessary or proper to facilitate such reletting; and Tenant shall pay all costs of such reletting including but not limited to the cost of any such alterations and repairs to the Premises, attorneys' fees, leasing inducements, and brokerage commissions; and if this Lease shall not have been terminated, Tenant shall continue to pay all rent and all other charges due under this lease up to and including the date of beginning of payment of rent by any subsequent tenant of part or all of the Premises, and thereafter Tenant shall pay monthly during the remainder of the term of this Lease the difference, if any, between the rent and other charges collected from any such subsequent tenant or tenants and the rent and other charges reserved in this Lease, but Tenant shall not be entitled to receive any excess of any such rents collected over the rents reserved herein.
- e. Landlord may immediately or at any time thereafter terminate this Lease, and this Lease shall be deemed to have been terminated upon receipt by Tenant of written notice of such termination; upon such termination Landlord shall recover from Tenant all damages Landlord may suffer by reason of such termination including, without limitation, unamortized sums expended by Landlord for leasing commissions and construction of tenant improvements, all arrearages in rentals, costs, charges, additional rentals, and reimbursements, the cost (including court costs and attorneys' fees) of recovering possession of the Premises, the cost of any alteration of or repair to the Premises which is necessary or proper to prepare the same for reletting and, in addition thereto, Landlord at its election shall



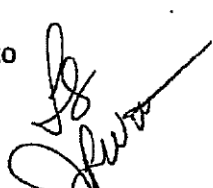
have and recover from Tenant either (A) an amount equal to the excess, if any, of the total amount of all rents and other charges to be paid by Tenant for the remainder of the term of this Lease over the then reasonable rental value of the Premises for the remainder of the term of this Lease, or (B) the rents and other charges which Landlord would be entitled to receive from Tenant pursuant to the provisions of subsection (iv) if the Lease were not terminated. Such election shall be made by Landlord by serving written notice upon Tenant of its choice of one of the two said alternatives within thirty (30) days of the notice of termination.

- f. The exercise by Landlord of any one or more of the rights and remedies provided in this Lease shall not prevent the subsequent exercise by Landlord of any one or more of the other rights and remedies herein provided. All remedies provided for in this Lease are cumulative and may, at the election of Landlord, be exercised alternatively, successively, or in any other manner and are in addition to any other rights provided for or allowed by law or in equity.
- g. No act by Landlord with respect to the Premises shall terminate this Lease, including, but not limited to, acceptance of the keys, institution of an action for detainer or other dispossessory proceedings, it being understood that this Lease may only be terminated by express written notice from Landlord to Tenant, and any reletting of the Premises shall be presumed to be for and on behalf of Tenant, and not Landlord, unless Landlord expressly provides otherwise in writing to Tenant.

25. Late Payments . In the event any installment of any Rental owed by Tenant hereunder is not paid within five (5) days of the date when due, Tenant shall pay a late charge equal to the greater of \$100.00 or two (2.0%) per cent of the amount due. The parties agree that such charge is a fair and reasonable estimate of Landlord's administrative expense incurred on account of late payment. Should Tenant make a partial payment of past due amounts, the amount of such partial payment shall be applied first to reduce all accrued and unpaid late charges, in inverse order of their maturity, and then to reduce all other past due amounts, in inverse order of their maturity.

26. Attorney's Fees . If either party initiates any action to enforce its rights under this Lease or the terms hereof, the prevailing party shall be entitled to collect from the non-prevailing party all court costs, reasonable attorneys fees and litigation expenses, including, but not limited to, costs of depositions and expert witnesses, that the prevailing party incurs in connection with such action.

27. No Waiver of Rights . No failure or delay of Landlord to exercise any right or power given it herein or to insist upon strict compliance by Tenant of any obligation imposed on it herein and no custom or practice of either party hereto at variance with any term hereof shall constitute a waiver or a modification of the terms hereof by Landlord or any right it has herein to



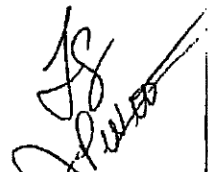
demand strict compliance with the terms hereof by Tenant. No waiver of any right of Landlord or any default by Tenant on one occasion shall operate as a waiver of any of Landlord's other rights or of any subsequent default by Tenant. No express waiver shall affect any condition, covenant, rule, or regulation other than the one specified in such waiver and then only for the time and in the manner specified in such waiver. No person has or shall have any authority to waive any provision of this Lease unless such waiver is expressly made in writing and signed by an authorized officer of Landlord.

28. Holding Over . In the event of holding over by Tenant after expiration or termination of this Lease without the written consent of Landlord, Tenant shall pay as rent for such holdover period one hundred twenty-five percent (125%) of the Rental that would have been payable if this Lease had not so terminated or expired). No holding over by Tenant after the term of this Lease shall be construed to extend this Lease, and Tenant shall be deemed a tenant at will, terminable on five (5) days notice from Landlord. In the event of any unauthorized holding over, Tenant shall indemnify Landlord against all claims for damages by any other tenant to whom Landlord shall have leased all or any part of the Premises effective upon the termination of this Lease.

29. Subordination.

a. This Lease and the rights of Tenant hereunder shall be and are hereby expressly made subject to and subordinate at all times to any deed of trust or mortgage (a "Mortgage") or ground lease now or hereafter existing on the Building, and to all amendments, modifications, renewals, extensions, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security thereof; provided, however, that the holder of the deed of trust or mortgage (the "Mortgagee") or the ground lessor, as applicable, shall, so long as no Event of Default has occurred, not disturb Tenant in its possession of the Premises. Upon request, Tenant agrees to execute and deliver to Landlord such further instruments consenting to or confirming the subordination of this Lease to the Mortgage or ground lease and containing such other provisions which may be requested in writing by Landlord, the Mortgagee or the ground lessor. Notwithstanding anything to the contrary contained herein, any Mortgagee may subordinate, in whole or in part, its Mortgage to this Lease without joinder of Tenant by sending Tenant notice in writing.

b. Tenant agrees that if Landlord defaults in the performance or observance of any covenant or condition of this Lease required to be performed or observed by Landlord hereunder, Tenant will give written notice specifying such default by certified or registered mail, postage prepaid, to any Mortgagee or any ground lessor of which Tenant has been notified in writing, and before Tenant exercises any right or remedy which it may have on account of any such default of Landlord, such party shall have a reasonable amount of time to cure such default of Landlord, including but not limited any time required to obtain possession of the mortgaged or leased estate. Whether or not any Mortgage is foreclosed or any ground lease is terminated, or any Mortgagee or ground lessor succeeds to any interest of Landlord under this Lease, no Mortgagee or ground lessor shall have any liability to Tenant for any security deposit paid to Landlord by Tenant hereunder, unless such security deposit has actually been received by such Mortgagee or



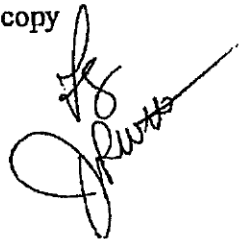
ground lessor. No Mortgagee or ground lessor of which Tenant has been notified, in writing, shall be bound any amendment or modification of this Lease made without the written consent of such Mortgagee or ground lessor, nor shall any such party be liable for any defaults of Landlord under this Lease.

30. Estoppel Certificate . Tenant agrees that, from time to time upon request by Landlord, or any existing or prospective Mortgagee or ground lessor, Tenant will complete, execute and deliver a written estoppel certificate certifying (a) that this Lease is unmodified and is in full force and effect (or if there have been modifications, that this Lease, as modified, is in full force and effect and setting forth the modifications); (b) the amounts of the monthly installments of Base Rental, Additional Rental and other sums then required to be paid under this Lease by Tenant; (c) the date to which the Base Rental, Additional Rental and other sums required to be paid under this Lease by Tenant have been paid; (d) that Landlord is not in default under any of the provisions of this Lease, or if in default, the nature thereof in detail and what is required to cure same; and (e) such other information concerning the status of this Lease or the parties' performance hereunder reasonably requested by Landlord or the party to whom such estoppel certificate is to be addressed.

31. Sublease or Assignment by Tenant .

a. The Tenant shall not, without the Landlord's prior written consent, which will not be unreasonably withheld, (i) assign, convey, mortgage, pledge, encumber, or otherwise transfer (whether voluntarily, by operation of law, or otherwise) this Lease or any interest hereunder; (ii) allow any lien to be placed upon Tenant's interest hereunder; (iii) sublet the Premises or any part thereof; or (iv) permit the use or occupancy of the Premises or any part thereof by anyone other than Tenant. Any attempt to consummate any of the foregoing without Landlord's consent shall be void and of no force or effect. For purposes hereof, the transfer of the ownership or voting rights in a controlling interest of the voting stock of Tenant (if Tenant is a corporation) or the transfer of a general partnership interest or a majority of the limited partnership or membership interest in Tenant (if Tenant is a partnership or limited liability company), at any time throughout the term of this Lease, shall be deemed to be an assignment of this Lease. Notwithstanding anything hereinabove to the contrary alteration by Tenant of its form of business entity, including but not limited to changing from a limited liability company to a corporation, shall not be deemed an assignment of this Lease provided that: 1) notice of Tenant's intent to change the form of its business entity is provided to Landlord not less than thirty (30) days prior to any such change; and, 2) all assets of Tenant are transferred to the successor Tenant entity and there are no actions taken to transfer assets formerly belonging to Tenant from the successor Tenant entity or to transfer or assume new liabilities by the successor Tenant entity; and, 3) the successor Tenant entity specifically assumes in writing all of the obligations of Tenant hereunder in writing effective as of the date and time of the transfer of assets.

b. For any proposed assignment or subletting Tenant shall submit to Landlord a copy of the proposed sublease or assignment, and such additional information concerning the business, reputation and creditworthiness of the proposed sublessee or assignee as shall be



sufficient to allow Landlord to form a commercially reasonable judgment with respect thereto. If Landlord approves any proposed sublease or assignment, Landlord shall receive from Tenant as additional rent hereunder fifty percent (50%) of any rents or other sums received by Tenant pursuant to said sublease or assignment in excess of the rentals payable to Landlord by Tenant under this Lease (after deducting all of Tenant's reasonable costs associated therewith, including reasonable brokerage fees and the reasonable cost of remodeling or otherwise improving the Premises for said sublessee or assignee), as such rents or other sums are received by Tenant from the approved sublessee or assignee. Landlord may require that any rent or other sums paid by a sublessee or assignee be paid directly to Landlord.

c. Notwithstanding the giving by Landlord of its consent to any subletting, assignment or occupancy as provided hereunder or any language contained in such lease, sublease or assignment to the contrary, unless this Lease is expressly terminated by Landlord, Tenant shall not be relieved of any of Tenant's obligations or covenants under this Lease and Tenant shall remain fully liable hereunder.

32. Quiet Enjoyment . Landlord covenants that Tenant shall and may peacefully have, hold and enjoy the Premises free from hindrance by Landlord or any person claiming by, through or under Landlord but subject to the other terms hereof, provided that Tenant pays the Rental and other sums herein recited to be paid by Tenant and performs all of Tenant's covenants and agreements herein contained. It is understood and agreed that this covenant and any and all other covenants of Landlord contained in this Lease shall be binding upon Landlord and its successors only with respect to breaches occurring during the ownership of the Landlord's interest hereunder.

33. Landlord's Relocation Right . If the Premises contain less than twenty (20%) per cent of the rentable square feet of Building Two, upon one hundred twenty (120) days written notice to Tenant, Landlord may substitute for the Premises other premises in the Building (the "New Premises"), in which event the New Premises shall be deemed to be the Premises for all purposes hereunder, provided:

a. The New Premises shall be similar in size and shall either have substantially the same configuration as the Premises or a configuration substantially as usable for the purposes for which the Premises are being used by Tenant or, if possession of the Premises has not yet been delivered to Tenant, then for the purposes for which the Premises are to be used by Tenant, and the cost of which, together with Tenant's reasonable and necessary moving expenses shall be borne by Landlord.

b. Upon substitution of the New Premises for the Premises, the Net Rentable Area of the New Premises shall control for purposes of this Lease, and Tenant Percentage Share and the Base Rental shall be recalculated and adjusted based on the Net Rentable Area of the New Premises.

c. Tenant shall not be entitled to any compensation for any inconvenience or interference with Tenant's business, nor to any abatement or reduction in rent or other sums



payable by Tenant hereunder, nor shall Tenant's obligations under this Lease be otherwise affected, as a result of the substitution of the New Premises, except as otherwise expressly provided in this Section. Tenant agrees to cooperate with Landlord so as to facilitate the prompt completion by Landlord of its obligations under this Section. At Landlord's request, Tenant shall execute a supplement to this Lease confirming the substitution of the New Premises for the Premises.

34. Assignment by Landlord. Landlord shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder, in the Premises and the Building, and in such event and upon such transfer no further liability or obligation shall thereafter accrue against Landlord hereunder.

35. Limitation of Landlord's Personal Liability. Tenant specifically agrees to look solely to Landlord's equity interest in the Building for the recovery of any monetary judgment against Landlord, it being agreed that Landlord (and its partners, members and shareholders) shall never be personally liable for any such judgment. The provision contained in the foregoing sentence is not intended to, and shall not, limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or Landlord's successors in interest or any suit or action in connection with enforcement or collection of amounts which may become owing or payable under or on account of insurance maintained by Landlord.

36. Force Majeure. Landlord and Tenant (except with respect to the payment of Rental or any other monetary obligation under this Lease) shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease when prevented from so doing by a cause or causes beyond the Landlord's or Tenant's (as the case may be) control (excluding financial inability to perform), which shall include, without limitation, all labor disputes, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, acts of God, or any other cause not within the reasonable control of Landlord or Tenant (as the case may be).

37. Surrender of Premises. Upon the termination of this Lease by lapse of time or otherwise or upon the earlier termination of Tenant's right of possession, Tenant shall quit and surrender possession of the Premises to Landlord, broom clean, in the same condition as upon delivery of possession to Tenant hereunder, normal wear and tear excepted. Before surrendering possession of the Premises, Tenant shall, without expense to Landlord, remove all signs, furnishings, equipment, trade fixtures, merchandise and other personal property installed or placed in the Premises and all debris and rubbish, and Tenant shall repair all damage to Premises resulting from such removal. If Tenant fails to remove any of the signs, furnishings, equipment, trade fixtures, merchandise and other personal property installed or placed in the Premises by the expiration or termination of this Lease, then Landlord may, at its sole option, (i) treat Tenant as a holdover, in which event the provisions of this Lease regarding holding over shall apply; (ii) deem any or all of such items abandoned and the sole property of Landlord; or (iii) remove any and all such items and dispose of same in any manner. Tenant shall pay Landlord on demand any and all expenses incurred by Landlord in the removal of such items, including, without limitation, the cost of repairing any damage to the Premises or the Building caused by



such removal and storage charges (if Landlord elects to store such property).

38. Notices . Any notice or other communications required or permitted to be given under this Lease must be in writing and shall be effectively given or delivered if (a) hand delivered to the addresses for Landlord and Tenant stated below, (b) sent by certified or registered United States Mail, return receipt requested, to said addresses, or (c) sent by nationally recognized overnight courier (such as Federal Express, UPS Next Day Air or Airborne Express), with all delivery charges paid by the sender and signature required for delivery, to said address. Any notice mailed shall be deemed to have been given upon receipt or refusal thereof. Notice effected by hand delivery shall be deemed to have been given at the time of actual delivery. Either party shall have the right to change its address to which notices shall thereafter be sent and the party to whose attention such notice shall be directed by giving the other party notice thereof in accordance with the provisions of this Section.

a.

Landlord:

Donelson Corporate Centre
c/o Mr. Floyd Shechter
Cumberland Financial Services
631 Second Avenue South, Suite 1R
Nashville, TN 37210

with a copy to:

Mr. Robert E. Wood, Esq.
Boult, Cummings, Connors & Berry
414 Union Street, Suite 1600
Nashville, TN 37219

A handwritten signature in black ink, appearing to be "F. Shechter", is located in the bottom right corner of the page.

Tenant:

Automated License Systems, LLC
Attn: James P. Wilson, III
Donelson Corporate Centre
3055 Lebanon Road
Building Two, Suite 301
Nashville, TN 37214

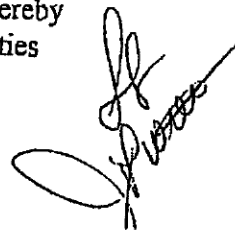
with a copy to:

Ernest D. Bennett III, Esq.
Taylor, Pigue, Marchetti, Bennett & McCaskill, PLLC
2908 Poston Avenue
Nashville, TN 37203

Mr. Timothy Stowell
Corporate Real Estate Advisors
5115 Maryland Way, Suite 100
Brentwood, TN 37027

39. Miscellaneous

- a. This Lease shall be binding upon and inure to the benefit of the successors and assigns of Landlord, and shall be binding upon and inure to the benefit of Tenant, its successors, and, to the extent assignment may be approved by Landlord hereunder, Tenant's assigns.
- b. All rights and remedies of Landlord and Tenant under this Lease shall be cumulative and none shall exclude any other rights or remedies allowed by law. This Lease is declared to be a Tennessee contract, and all of the terms hereof shall be construed according to the laws of the State of Tennessee.
- c. This Lease may not be altered, changed or amended, except by an instrument in writing executed by all parties hereto.
- d. If Tenant is a corporation, partnership, limited liability company or other entity, Tenant warrants that all consents or approvals required of third parties (including but not limited to its Board of Directors, partners or members) for the execution, delivery and performance of this Lease have been obtained and that Tenant has the right and authority to enter into and perform its covenants contained in this Lease.
- e. To the extent permitted by applicable law, the parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties



hereto against the other on any matters whatsoever arising out of or in any way connected with this lease, the relationship of landlord and tenant, Tenant's use or occupancy of the Premises and/or any claim of injury or damage. In the event Landlord commences any proceedings for nonpayment of rent or any other amounts payable hereunder, Tenant shall not interpose any counterclaim of whatever nature or description in any such proceeding, unless the failure to raise the same would constitute a waiver thereof. This shall not, however, be construed as a waiver of Tenant's right to assert such claims in any separate action brought by Tenant.

f. If any term or provision of this Lease, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and shall be enforceable to the extent permitted by law.

g. Time is of the essence in this Lease.

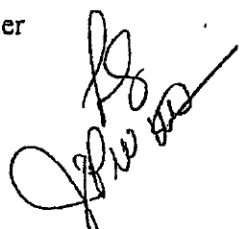
h. Tenant represents and warrants to Landlord that Tenant did not deal with any broker in connection with this Lease other than Corporate Real Estate Advisors and Timothy Stowell ("Principal Broker"), who shall be paid by Landlord per a separate agreement. Tenant shall indemnify, defend and hold Landlord harmless of, from and against any and all losses, damages, liabilities, claims, liens, costs and expenses (including, without limitation, court costs, reasonable attorneys' fees and litigation expenses) arising from any claims or demands of any other broker or brokers or finders for any commission alleged to be due such other broker or brokers or finders claiming to have dealt with Tenant in connection with this Lease or with whom Tenant hereafter deals or whom Tenant employs.

i. If Tenant comprises more than one person, corporation, partnership, limited liability company or other entity, the liability hereunder of all such persons, corporations, partnerships or other entities shall be joint and several.

j. Landlord's receipt of any Rental payable by Tenant hereunder with knowledge of the breach of a covenant or agreement contained in this Lease shall not be deemed a waiver of the breach. No acceptance by Landlord of a lesser amount than the installment of Rental which is due shall be considered, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed, an accord and satisfaction. Landlord may accept a check or payment without prejudice to Landlord's right to recover the balance due or to pursue any other remedy provided in this Lease.

k. Submission of this instrument for examination shall not constitute a reservation of or option to lease the Premises or in any manner bind Landlord, and no lease or obligation on Landlord shall arise until this instrument is signed and delivered by Landlord and Tenant.

l. Any claim, cause of action, liability or obligation arising under the term of this Lease and under the provisions hereof in favor of a party hereto against or obligating the other party hereto and all of Tenant's indemnification obligations hereunder shall survive the



expiration or any earlier termination of this Lease.

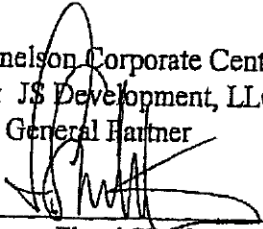
m. **Binding Arbitration.** Notwithstanding anything hereinabove, in the event that any dispute arises between the parties with respect to whether an Event of Default has occurred under this lease agreement, or with respect to the construction, interpretation, or enforcement of any provision of this agreement (other than an Event of Default based upon non payment or under payment of Base Rental, Additional Rental, or any other monetary amount that Landlord assesses to Tenant in accordance with the terms hereof, for which Landlord shall be entitled to any other remedies provided in this Lease) such dispute may (at the option of either party) be submitted to binding arbitration pursuant to the rules of the American Arbitration Association ("AAA"). Once submitted, the Landlord and Tenant shall select a qualified arbitrator from the AAA panel of Nashville based arbitrators of commercial real estate disputes, who shall conduct the arbitration. The Landlord and Tenant shall equally divide all reasonable expenses of the AAA associated with this arbitration. The prevailing party shall be entitled to an award of its reasonable costs and expenses, including attorney's fees, the AAA arbitrator expenses, and expert fees, from the arbitration. The arbitrator's decision shall be binding and enforceable in a court of competent jurisdiction.

40. **Continuous Operations.** Notwithstanding anything hereinabove to the contrary, Landlord understands that maintenance of Tenant's computer and communications capabilities for continuous operation and provision of electronic data interchange services to its customers is critical and essential to Tenant's business operation. Accordingly, in the event Tenant's computer and/or communications capabilities are interrupted Landlord will take or permit to be taken, or allow Tenant to take or permit to be taken, any and all reasonable and necessary actions to restore Tenant's computer and communications capabilities to full functional capacity, provided that in taking any such action Tenant does not violate any local, state or federal laws, regulations or ordinances and further provided that Tenant pays for the costs of any such actions if the cost of such actions are Tenant's responsibility pursuant to the terms of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed and sealed this Lease as of the date aforesaid.

LANDLORD:

Donelson Corporate Centre, L.P.
By: JS Development, LLC
Its: General Partner

By: 
Floyd Shechter
Title: Managing Member



TENANT:
Automated License Systems, LLC


By: 

Print: JAMES P. WILSON, III

Title: CEO

Limited Guarantors pursuant to the terms of separate guaranty agreements of even date herewith:

LIMITED GUARANTOR:


James P. Wilson III

LIMITED GUARANTOR:


Sarah S. Wilson

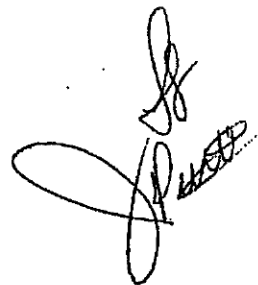


EXHIBIT A-1 -- DESCRIPTION OF LAND

Being a certain tract of land located along the east side of Lebanon Pike in the Fourteenth Councilmanic District of Nashville, Davidson County, Tennessee, and being more particularly described according to a survey made by Ragan-Smith Associates, Jackie L. Dillahay, Registered Land Surveyor No. 1417, dated May 21, 1997; Job No. 97069, as follows:

Beginning at a concrete monument (old), said monument being the southeast corner of the herein described tract, a corner to the State of Tennessee Law Enforcement Academy as evidenced in Book 1713, page 50, Register's Office for Davidson County, Tennessee, and in the east right of way of Lebanon Pike;

Thence with the east right of way of Lebanon Pike for the next 7 calls: 1) North 21 degrees 16 minutes 10 seconds East, 414.90 feet to a concrete monument (old); 2) North 22 degrees 16 minutes 10 seconds East 520.26 feet to an iron pin (old); 3) North 23 degrees 54 minutes 30 seconds East, 332.34 feet to an iron pin (old); 4) North 34 degrees 02 minutes 40 seconds East, 107.92 feet to a concrete monument (old); 5) North 61 degrees 02 minutes 50 seconds West, 4.72 feet to a concrete monument (old); 6) North 37 degrees 28 minutes 40 seconds East, 231.14 feet to a concrete monument (old); and 7) North 48 degrees 27 minutes 00 seconds East, 338.87 feet to an iron pin (old), said pin being a corner to Trinet Trust as evidenced in Book 7379, page 10, said Register's Office;

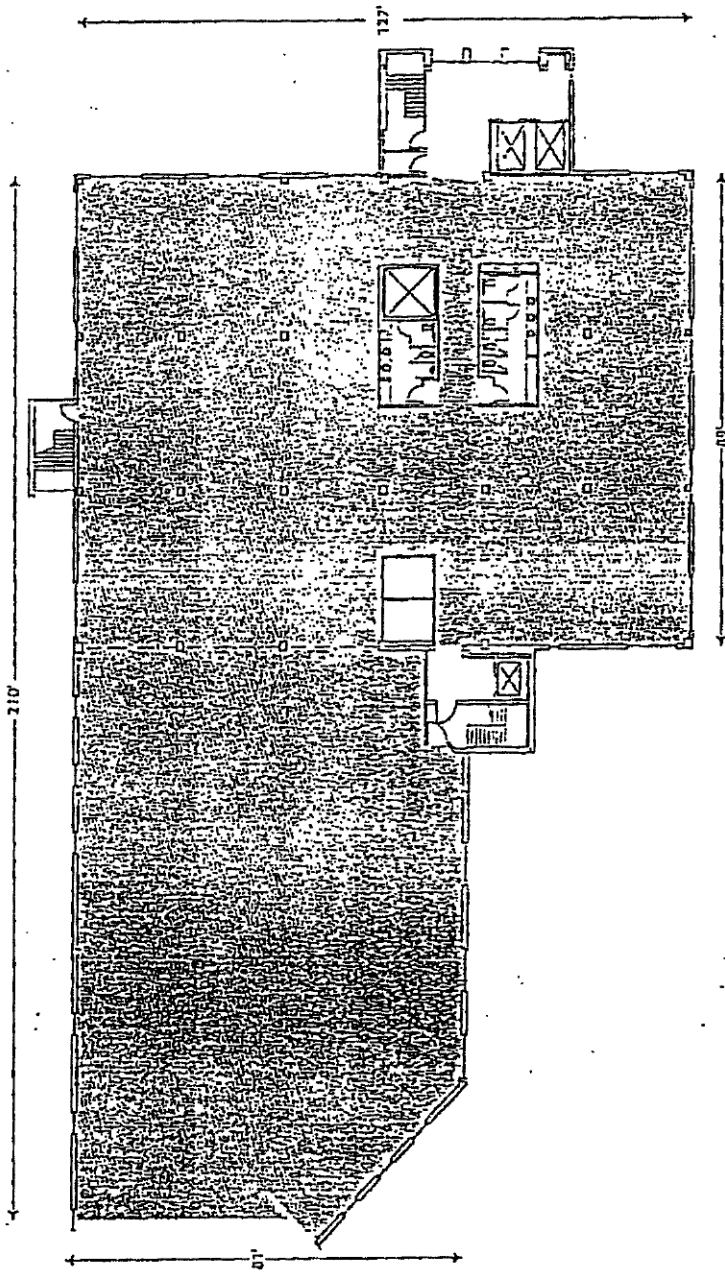
Thence with the line of Trinet Trust for the next 7 calls: 1) South 63 degrees 01 minutes 00 seconds East, 172.55 feet to an iron pin (old); 2) South 21 degrees 56 minutes 20 seconds West, 525.90 feet to a concrete monument (old); 3) South 67 degrees 53 minutes 50 seconds East, 60.00 feet to an iron pin (old); 4) South 22 degrees 06 minutes 10 seconds West, 400.03 feet to an iron pin (old); 5) North 67 degrees 53 minutes 50 seconds West, 60.00 feet to a concrete monument (old); 6) South 22 degrees 06 minutes 10 seconds West, 200.01 feet to an iron pin (old); and 7) South 34 degrees 13 minutes 40 seconds West, 735.78 feet to an iron pin (old), said pin being the line of the aforementioned State of Tennessee Law Enforcement Academy;

Thence with the line of the Academy for the next 2 calls: 1) North 83 degrees 43 minutes 40 seconds West, 199.93 feet to an iron pin (old); and 2) North 67 degrees 50 minutes 00 seconds West, 258.07 feet to the point of beginning and containing 24.15 acres, more or less.

INCLUDED IN THE ABOVE DESCRIPTION, BUT SPECIFICALLY EXCLUDED THEREFROM is the property conveyed to Nashville Educare as evidenced in Book 5287, page 175, said Register's Office, and shown as Lot 1 on the Plat of Donelson Hospital, of record in Book 4885, page 153, said Register's Office.

Being the same property conveyed to HCA Realty, Inc. by deeds from HCA Health Services of Tennessee, Inc., a Tennessee corporation, of record in Book 10368, page 786, said Register's Office, and by deed from HCA-Hospital Corporation of America, a Delaware corporation, of record in Book 10368, page 790, said Register's Office.

EXHIBIT A-2 — FLOOR PLAN OF PREMISES



[Handwritten signature]

EXHIBIT B — LANDLORD'S WORK

WORK LETTER AGREEMENT

This Work Letter Agreement (this "**WORK LETTER**") is made and entered into as of this 21st day of September 19 99, by and between Donelson Corporate Centre, L. P. ("**Landlord**"), and Automated License Systems, LLC a Tennessee Limited Liability Company ("**Tenant**") under the following circumstances:

A. Landlord and Tenant are entering into a Lease of even date herewith (the "**Lease**") relating to space in a building owned by Landlord, known as Building II of the Donelson Corporate Centre, having a street address of 3055 Lebanon Road, Donelson, Tennessee (the "**Building**"); and

B. Landlord and Tenant desire entering into this Work Letter for the purpose of setting forth their agreements relating to the design and construction of the tenant improvements in such space.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. **Tenant Improvements to Designated Space.** Landlord shall install, furnish and construct in a prompt, good and workmanlike manner, the interior partitions, finishes and other tenant improvement work (the "**Tenant Improvements**") in and for the Demised Premises in accordance with the "T.I. Plans and Specifications" to be produced in accordance with Section 2 herein below. It is intended that the Tenant Improvements will include and the T.I. Plans and Specifications will describe all work, labor, material, installations and construction required to produce in the entirety of the Demised Premises, on a "turn key" basis, a completed space ready for use and occupancy as first class office suites by Tenant, subject only to installation of furniture and equipment of Tenant. Landlord's obligation to fund the cost of Tenant Improvements shall be limited to an allowance of \$18.00 multiplied by the Rentable Area of the Demised Premises (the "**T.I. Allowance**"). For example, if the Rentable Area of the Demised Premises is 1,000 square feet of Rentable Area, then the total T.I. Allowance and obligation of Landlord would be \$18,000.

(a) Landlord shall not enter into any contract for the construction of the Tenant Improvements unless the proposed contractor has been approved by Tenant, which approval shall not be unreasonably withheld or delayed. The contractor that has been approved by Tenant is hereinafter referred to as the "Contractor"

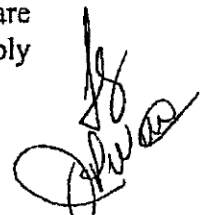


and the contract and contract documents approved by the Tenant is hereinafter referred to as the "Contract." The cost of the Tenant Improvements as set forth in the Contract shall be referred to as the "Contract Sum". In the event that the cost of the Tenant Improvements for the Demised Premises which has been approved by Tenant as aforesaid exceeds the sum equal to \$18.00 times the Rentable Square Feet of the Demised Premises, then the Tenant shall be responsible for the costs in excess of \$18.00 per Rentable Square Foot. The costs approved by Tenant are set forth in the bid from D.F. Chase dated September 21, 1999 and attached hereto as Exhibit B-1.

- (b) Tenant shall pay its share of the costs of the Tenant Finish Work as described above in Section 1 (a) ("Tenant's Share") by paying Tenant's Share directly to the Contractor during the course of the Tenant Finish Work by paying a portion of each "Progress Payment" (as defined in the Contract). Such portion shall be equal to a ratio the numerator of which shall be the amount per rentable square foot that the contract sum exceeds \$18.00 per rentable square foot and the denominator of which shall be the Contract Sum divided by the rentable square feet of the Demised Premises. Tenant's Share shall also include one hundred per cent of the cost of any change orders to the Contract Sum (whether increasing or decreasing the Contract Sum) approved by Tenant. Tenant shall have the right to review each draw request for a Progress Payment and any supporting documentation of each such draw request submitted by the Contractor to the Landlord or Project Architect.

2. Space Plan and Specifications.

- (a) On or before July 2, 1999, Tenant shall cause its consultant, Design Collective Inc. (the "Review Architect") to prepare and deliver to Landlord draft floor plans and outline specifications for the Demised Premises and the Tenant Improvements. Landlord shall not unreasonably withhold or delay its approval of such floor plans and outline specifications. If Landlord has any objections or comments with respect to such draft floor plans and outline specifications, Landlord shall notify Tenant of such objections in writing within 5 (five) days after Landlord's receipt thereof or Landlord shall be deemed to have approved such draft floor plans and outline specifications. Tenant shall promptly cause the requested changes and modifications to be made to the floor plan and outline specifications, and shall promptly resubmit to Landlord the modified floor plan and outline specifications, which shall be subject to the same review, approval and modification procedures set for above. The final floor plans and outline specifications for the Demised Premises and the Tenant Improvements approved by Landlord shall hereinafter be referred to as the "T.I. Outline Specifications."
- (b) Following approval of the T.I. Outline Specifications, Landlord shall cause its project architect, Design Collective, Inc. (the "Project Architect") to prepare and deliver to Tenant for Tenant's approval (which it shall not unreasonably



withhold or delay) within twenty (20) days after Landlord's approval of the T.I. Outline Specifications as set forth above in Section 2(a), any and all necessary construction documents for the Tenant Improvements in the Demised Premises, including but not limited to, 1/4" architectural, mechanical and electrical working drawings to scale together with specifications necessary to complete such Tenant Improvements. The construction documents will be prepared based upon the T.I. Outline Specifications, and shall in all material respects be consistent with the development of such T.I. Outline Specifications. If Tenant has any objections or comments with respect to such construction documents, working drawings and specifications, it shall notify Landlord and the Project Architect in writing such objections within five (5) days after receipt thereof or Tenant shall be deemed to have approved such documents, drawings and specifications. Landlord shall cause the Project Architect in writing to make the requested changes and modifications to the construction documents, working drawings and specifications, and shall resubmit to Tenant and the Review Architect the modified construction documents, working drawings and specifications, which shall be subject to the same review, approval and modification procedures set forth above. The final construction documents, working drawings and specifications for the Tenant Improvements approved by Tenant, shall be referred to as the "T.I. Plans and Specifications." None of the T.I. Plans and Specifications may be changed or otherwise modified without the prior written consent of Tenant. Said documents are Dated August 10, 1999 and have been modified, reviewed and approved by Tenant (a list of said modifications is attached hereto).

3. Permits. Landlord shall obtain and maintain all authorizations, approvals and permits required by any governmental entity for the Tenant Improvements described herein to be performed by Landlord. Tenant shall cooperate with Landlord in obtaining such authorizations, approvals or permits.

4. Completion. The Tenant Improvements shall be deemed complete when all of the following have occurred: (A) the Project Architect's certificate of Final Completion with respect to the Tenant Improvements shall have been delivered to Landlord and Tenant; (B) Landlord shall have obtained and delivered to Tenant a Temporary Certificate of Occupancy for the Demised Premises from the governmental authority which has authority to issue such certificates in the jurisdiction wherein the Premises are located, which Temporary Certificate of Occupancy shall indicate that the Final Certificate of Occupancy will be issued in due course; and (C) Landlord and Tenant shall have accepted the Tenant Finish Work as being in substantial conformity with the T.I. Plans and Specifications and have executed a written acknowledgment of such acceptance setting forth the T.I. Completion Date (the "T.I. Completion Date Certificate"), excepting punch list items as defined below, which shall also be signed by Landlord.



5. **Access Before Completion.** Tenant shall have access to the Demised Premises in which Tenant Improvements are being performed prior to completion only for the purposes of inspecting Landlord's work or otherwise as agreed to by the parties in writing.

6. **Punch List Work.** Following issuance of the Project Architect's Certificate of Final Completion with respect to the Tenant Improvements, Tenant may inspect the Tenant Improvements and prepare a punch list setting forth all incomplete, defective or other items of construction not in conformity to the T.I. Plans and Specifications and if such punch list is delivered to Landlord, Landlord shall complete or correct all items on the punch list within thirty (30) days of receipt thereof (or within a reasonable period of time if thirty(30) days is insufficient time during which to complete such item). In the event Landlord fails to complete or correct any or all items on the punch list as herein provided, Tenant may complete or correct any or all such items and Landlord shall reimburse Tenant for the cost thereof plus interest thereon within thirty (30) days after receipt from Tenant of written demand for such payment and in the event Landlord fails to reimburse Tenant for such cost and 12% interest within such thirty (30) day period, Tenant may either deduct such cost and interest from the next ensuing installments of rent coming due under the Lease until such costs plus interest are recovered or pursue whatever remedies Tenant may have against Landlord at law or in equity. Landlord shall complete and correct each item set forth on the punch list even if the determination of whether the Tenant Improvements have been constructed in substantial conformity with the T.I. Plans and Specifications has been submitted to arbitration or litigation.

7. **Defective Work.** Landlord warrants to Tenant that (i) the Tenant Improvements will be constructed in accordance with the T.I. Plans and Specifications, (ii) all materials and equipment furnished will be new, unless otherwise specified, (iii) Tenant Improvements will be of good quality, free from faults and defects, and (iv) the Tenant Improvements shall be in full compliance with all applicable laws, codes and regulations, including by way of example, but not as a limitation, environmental, zoning, building and land use laws, codes and regulations. Without limiting the generality of the foregoing, if within one year after the date of substantial completion of all the Tenant Improvements, or within such longer period of time as may be prescribed by law or the terms of any applicable warranty required by the T.I. Plans and Specifications, the Tenant Improvements or any part or element of either is found to be defective or not in accordance with the T.I. Plans and Specifications, Landlord shall correct same within 30 days after receipt of written notice from Tenant to do so or a longer reasonable period if such correction cannot reasonably be completed within a 30-day period, unless Tenant has previously given Landlord a written acceptance of such condition. Unless such condition is specifically referred to and accepted in a written instrument delivered to Landlord, acceptance by Tenant of the Tenant Improvements pursuant to the lease shall not be deemed to be written acceptance of any such condition.



LANDLORD:

Donelson Corporate Centre, L.P.

By: JS Development, LLC,
its General Partner

By:  _____

TENANT:

Automated License Systems, LLC

By:  _____

James P. Wilson III

P.O. Box 168897 (37215)
3001 Armory Drive • Suite 200
Nashville, Tennessee 37204
615 777-5900 • FAX: 615 777-4544
1-800-924-2732
e-mail: dfchase@nc@aol.com
website: www.dfchase.com



D.F. CHASE, INC. CONSTRUCTION

September 21, 1999

Mr. Floyd Shechter
Donelson Corporate Centre
631 Second Ave. South, Suite 3F
Nashville, TN 37210

RE: Automatic License Systems
DFC File No. E06698

Dear Floyd:

We are pleased to submit the following proposal for the interior tenant finishes for the Automated License Systems. The price includes all work shown on the drawings labeled COV-1, G1.01, A1.01, A8.01, A9.01, A11.01, F1.01, and PC1.01 dated August 10, 1999 and submitted by Design Collective Interiors. We can complete this scope of work of the interior finishes for a cost of \$375,936. This price is based upon the assumption that all add alternates have been accepted with the exception of the connection to the campus generator and those noted as add alternates at the end of this proposal.

Scope of Work

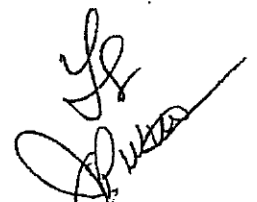
Includes the following general condition items: supervision, general liability insurance, building permits, equipment rentals, ongoing clean-up, project final clean-up, disposal fees, temporary telephone service, and temporary restroom facilities. Final clean-up includes the interior glass surfaces.

1. Includes rough carpentry and hardware for the miscellaneous blocking required at the cabinets.
2. Includes plastic laminate covered base and wall cabinets as shown on sheet A9.01. All cabinets shall be plastic laminate colors as noted on sheet F1.01.
3. Includes plastic laminated shelving, standards, and brackets in space 134 and paint grade shelves, standards, and brackets in space 124.
4. Furnish and install 34, 3'0"x7'0", and one (1), 6'0"x7'0" hollow metal doorframes with 36 solid core wood doors. Includes a lockset as noted, 1-1/2 pair butt hinges, and one (1) doorstop for each door. Note, 2 solid wood doors shall include full glass window kits.
5. Includes hollow metal window frames at space 111, Data Center, with glass, per building code.

A handwritten signature in black ink, appearing to be 'F. Shechter', located in the bottom right corner of the page.

Mr. Floyd Shechter
Donelson Corporate Centre
Page 2 of 4
August 31, 1999

6. Furnish and install 5/8" Type X drywall over 25 gauge metal studs, L-beaded at the top of walls to ceiling grid. R-11 unfaced insulation is included in new walls. One (1) hour walls will be sealed to deck with fire caulk, taped, and finished ready to paint. Scope of work includes:
- a) 787 linear feet of typical wall to ceiling grid
 - b) 32 linear feet of chase wall to ceiling grid
 - c) 35 linear feet of chase wall to six inches (6") above ceiling
 - d) 290 linear feet of one (1) hour wall
 - e) 105 linear feet of non-rated wall to deck
 - f) 32 linear feet of wall to deck with windows
 - g) 283 linear feet of drywall on existing metal studs at perimeter
 - h) 22 each, metal studs and drywall above and below windows at perimeter
 - i) two (2) each, two sided fur outs at conference room, space 105
 - j) seven (7) each, three sided columns wrapped to six inches (6") above ceiling
 - k) 11 each, four sided column wrapped to six inches (6") above ceiling
 - l) 25 linear feet of cabinet fur down
7. Installation of USG #323 Omni, two feet by two feet (2' x 2'), slit edge acoustical ceiling tile with a USG Donn, DX 24, 15/16" suspension system through out the tenant space as shown on plans.
8. Furnish and install standard line, vinyl composition tile as shown, sheet F1.01.
9. Furnish and install standard Roppe, 00 Black, four inch (4") rubber cove base as shown, sheet F1.01
10. Furnish and install Patcraft style, undercover 18454 carpet, color 216, double agent with Mannington appointments C471A Beeswax, C606A Seaspray and C733A Newport Blue as shown, sheet F1.01.
11. Painting of all interior walls with two (2) coats of flat latex paint. Stain doors with one (1) coat stain and one (1) coat sealer. Paint all hollow metal door and window frames with two (2) coats of oil based enamel paint and paint shelves space 124 as shown, sheet F1.01.
12. Furnish and install four (4), 10 pound, fire extinguishers with semi-recessed, clear aluminum cabinets and full glass doors.
13. Furnish and install a fire sprinkler system as required throughout the new space. Includes approximately 130 standard sprinkler heads at main tenant space and 30 standard sprinkler heads at main hall.
14. All mechanical work will be completed per revised project plans dated August 10, 1999 and issued by Design Collective Interiors.



Mr. Floyd Shechter
Donelson Corporate Centre
Page 3 of 4
August 31, 1999

15. All electrical work will be completed per revised project plans dated August 10, 1999 and issued by Design Collective Interiors.
16. Relocation of tenant's 3-ton air conditioning unit.
17. Relocate and reinstall ALS generator.
18. Relocate and reinstall UPS system.
19. Furnish and install floor drains at raised computer floor.
20. Quick ship delivery of HVAC units.

Exclusions

- Builder's risk insurance
- Temporary utilities
- Tap, impact, and capacity fees
- Site temporary fencing
- Exterior glass cleaning
- Any work in the lobbies, restrooms, telephone equipment rooms, stairwells, and elevators of the core building except at the third floor elevator lobby and common corridor
- Any work at the exterior of the building
- Fireproofing of areas or touch-up of existing areas with fireproofing.
- Any work to the existing storefront and curtain wall system
- Major floor prep
- Computer, phone, paging, stereo, and security systems
- Kitchen equipment (refrigerators, coffee machines, etc.)
- Repair of existing equipment
- UPS systems for computer room or other equipment
- Plumbing work or repairs to existing plumbing systems
- Window blinds
- Window sills other than drywall returns
- Low voltage wiring for the tenant space unless indicated on the drawings
- Re-metering of the existing facility
- Utility company work or charges
- Special type of extinguishing systems in the Data Center or UPS/Phone Room



Mr. Floyd Shechter
Donelson Corporate Centre
Page 4 of 4
August 31, 1999

- Relocation of owner furnished generator
- Fire alarm detection devices
- Floor expansion cover
- Specialty fire alarm system for computer room
- Ceiling insulation

Add Alternates

1. Delete furr out form column to wall as indicated on sheet Add \$450
A1.01, architectural keynote #8.
2. Floor preparation. Add \$9,350

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project.

Sincerely,
D.F. CHASE, INC.



David Allan
Project Manager

DA/mt

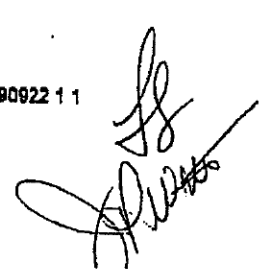
cc: Dean Chase
Hal Matern
Tom Woodard
John Morss



D. F. CHASE, INC.
COST SUMMARY

JOB NAME: Automated License Systems
 LOCATION: Nashville Tennessee
 SQUARE FEET: 18,340
 PRINT DATE: 09/23/99

DIVISION	ITEM	COST	LABOR	MATERIAL	SUBCONTRACT	COST/8F
1	general conditions	24,390	13,335	2,930	3,216	1.49
1	equipment rent	3,248		3,000		0.20
3	cast-in-place concrete	0				0.00
8	rough carpentry	4,324	2,000	1,500		0.28
8	cabinets & casework	17,863			17,863	1.09
7	fireproofing spray	0			0	0.00
7	insulation above ceiling	0			0	0.00
7	caulking & sealants	500			500	0.03
8	hollow metal doors & frames	4,728	215	4,100	0	0.29
8	wood / plastic doors	9,082		5,814	2,988	0.65
8	door hardware	4,792		4,427		0.28
8	glass at hollow mtl	1,265			1,265	0.08
9	drywall & metal studs	55,816	400	200	54,858	3.40
9	acoustical ceiling	16,000			16,000	0.98
9	carpet, val. and base	44,000			44,000	2.89
9	minor floor prep	0				0.00
9	computer flooring	0				0.00
9	paint	12,110			12,110	0.74
10	fire extinguishers	400			400	0.02
10	floor expansion cover	0				0.00
16	fire protection system	16,000			16,000	0.98
15	plumbing	6,723			6,723	0.41
16	HVAC	64,244			64,244	3.92
18	electrical	58,498			58,498	3.46
18	fire alarm	0				0.00
	contingency	0				0.00
	subtotal	341,780				20.86
	fee(10%)	34,178				2.09
	TOTAL	\$375,936				\$ 22.95



T.I. Plans and Specifications Modifications

Only one item is to be eliminated from the plans designated at T.I Plans and Specifications and is described below.

The connection of the Project emergency generator to Tenant's computer operation.

The four under floor heaters to be installed will be a Landlord paid item.

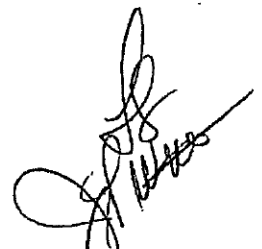
A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to consist of several overlapping loops and lines, possibly representing the initials 'JH' followed by a surname.

EXHIBIT C — COMMENCEMENT DATE AGREEMENT

This Agreement is made and entered into as of the 13th day of July, 2000 between Donelson Corporate Centre, L.P. ("Landlord") and Automated License Systems ("Tenant"), and shall be attached to and made a part of that certain Lease between Landlord and Tenant dated September 25th, 1999 (the "Lease"). Pursuant to the provisions of the Lease, Landlord and Tenant intending to be legally bound hereby, agree to the following:

- a. The Commencement Date of the Lease occurred on the 1st day of March, 2000.
- b. Tenant agrees that, as of and through the date hereof, Landlord has fully and timely complied with and performed each and every of its obligations as set forth in the Lease and that Tenant has no claims or causes of action against Landlord whatsoever and has no right to any setoffs against any and all sums due Landlord.

IN WITNESS WHEREOF, the parties have duly executed this supplement to the Lease as of the day and year first above written

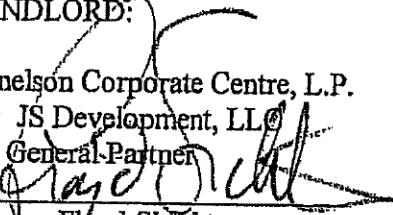
LANDLORD:

Donelson Corporate Centre, L.P.

By: JS Development, LLC

Its: General Partner

By:


Floyd Shechter

Title: Managing Member

TENANT:

By:

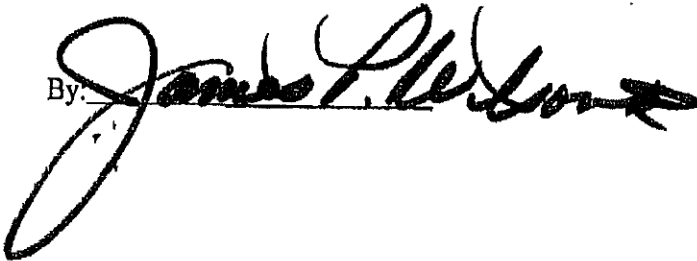


EXHIBIT C — COMMENCEMENT DATE AGREEMENT

This Agreement is made and entered into as of the 13th day of July, 2000 between Donelson Corporate Centre, L.P. ("Landlord") and Automated License Systems ("Tenant"), and shall be attached to and made a part of that certain Lease between Landlord and Tenant dated September 25th, 1999 (the "Lease"). Pursuant to the provisions of the Lease, Landlord and Tenant intending to be legally bound hereby, agree to the following:

- a. The Commencement Date of the Lease occurred on the 1st day of March, 2000.
- b. Tenant agrees that, as of and through the date hereof, Landlord has fully and timely complied with and performed each and every of its obligations as set forth in the Lease and that Tenant has no claims or causes of action against Landlord whatsoever and has no right to any setoffs against any and all sums due Landlord.

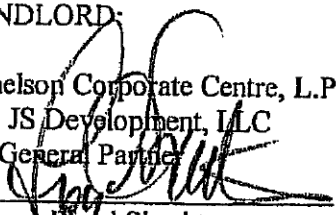
IN WITNESS WHEREOF, the parties have duly executed this supplement to the Lease as of the day and year first above written

LANDLORD:

Donelson Corporate Centre, L.P.

By: JS Development, LLC

Its: General Partner

By: 
Floyd Shechter

Title: Managing Member

TENANT:

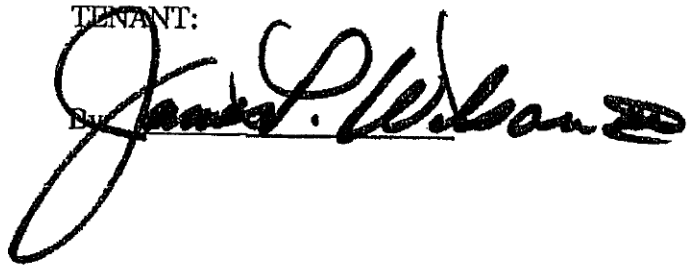
By: 

EXHIBIT C – COMMENCEMENT DATE AGREEMENT

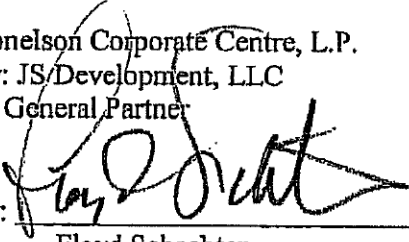
This Agreement is made and entered into as of the 13th day of July, 2000, between Donelson Corporate Centre, L.P. ("Landlord") and Automated License Systems, LLC ("Tenant"), and shall be attached to and made a part of that certain Lease between Landlord and Tenant dated September 25th, 1999 (the "Lease"). Pursuant to the provisions of the Lease, Landlord and Tenant intending to be legally bound thereby, agree to the following:

- a. The Commencement Date of the Lease occurred on the 1st day of March, 2000.
- b. Tenant agrees that, as of and through the date hereof, Landlord has fully and timely complied with and performed each and every of its obligations as set forth in the Lease and that Tenant has no claims or causes of action against Landlord whatsoever and has no right to any setoffs against any and all sums due Landlord.

IN WITNESS WHEREOF, the parties have duly executed this supplement to the Lease as of the day and year first above written.

LANDLORD:

Donelson Corporate Centre, L.P.
By: JS/Development, LLC
Its General Partner

By: 
Floyd Schechter
Title: Managing Member

TENANT:

Automated License Systems, LLC

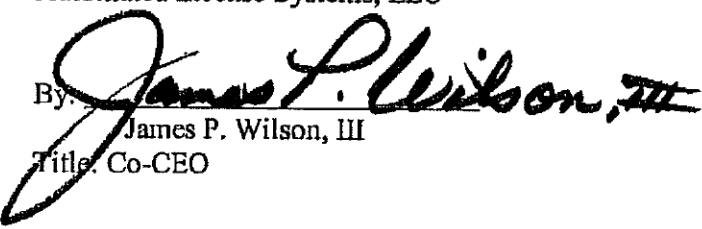
By: 
James P. Wilson, III
Title: Co-CEO

EXHIBIT D — BASE RENTAL

<u>Year</u>	<u>Per Square Foot</u>	<u>Per Annum</u>	<u>Per Month</u>
*1	\$13.75	\$226,036.25**	\$18,836.35**
2	\$13.75	\$281,036.25	\$23,419.69
3-5	\$15.00	\$306,585.00	\$25,548.75
6-7	\$16.25	\$332,133.75	\$27,677.81

*Tenant shall commence paying rent annually in 12 consecutive monthly installments 90 days following the commencement date and shall continue paying rent for 84 consecutive months pursuant to this schedule.

**This amount could increase during the first twelve months of this lease should Tenant occupy the additional 4,000 square feet on the third floor of Building Two incorporated into the term of this lease.



EXHIBIT E — BUILDING SERVICES

Landlord will furnish building standard air conditioning and heating between 7 a.m. and 6 p.m. on weekdays (from Monday through Friday, inclusive) and between 8 a.m. and 1:00 p.m. on Saturdays, all exclusive of Holidays as defined below (the "Building Operating Hours"). Upon request of Tenant made in accordance with the rules and regulations for the Building, Landlord will furnish air conditioning and heating at other times (that is, at times other than the times specified above), in which event Tenant shall reimburse Landlord for Landlord's actual cost of furnishing such services, plus an amount equal to five percent (5%) of such costs to cover Landlord's administrative costs. The current cost is \$3.15 per hour for after hours use and is based upon a charge of \$0.10 per kilowatt hour to Landlord. Landlord shall increase or decrease said after hours cost charges based upon rate changes actually received from utility providers.

The following dates shall constitute "Holidays" as said term is used in this Lease:

- (a) New Year's Day
- (b) Memorial Day
- (c) Independence Day
- (d) Labor Day
- (e) Thanksgiving Day
- (f) Friday following Thanksgiving Day
- (g) Christmas
- (h) Any other holiday generally recognized as such by landlords of office space in the Metropolitan Nashville, Tennessee office market, as determined by Landlord in good faith.

If in the case of any holiday described in (a) through (h) above, a different day shall be observed than the respective day above-described, then that day which constitutes the day observed by national banks in Nashville, Tennessee on account of such holiday shall constitute the holiday under this Lease.

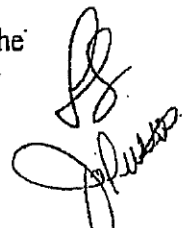


EXHIBIT F — BUILDING RULES AND REGULATIONS

1. Sidewalks, doorways, vestibules, halls, stairways, and other similar areas shall not be used for the disposal of trash, be obstructed by tenants, or be used by tenants for any purpose other than entrance to and exit from the Premises and for going from one part of the Building to another part of the Building.
2. Plumbing fixtures shall be used only for the purposes for which they are designed, and no sweepings, rubbish, rags or other unsuitable materials shall be disposed into them. Damage resulting to any such fixtures from misuse by a tenant shall be the liability of said tenant.
3. Signs, advertisements, or notices visible in or from public corridors or from outside the Building shall be subject to Landlord's prior written approval.
4. Movement in or out of the Building of furniture, office equipment, or any other bulky or heavy materials shall be restricted to such hours as Landlord shall reasonably designate. Landlord will determine the method and routing of said items so as to ensure the safety of all persons and property concerned. Advance written notice of intent to move such items must be made to the Building management office.
5. All routine deliveries to a tenant's Premises during 8:00 a.m. to 5:00 p.m. weekdays shall be made through the freight elevators. Passenger elevators are to be used only for the movement of persons, unless an exception is approved by the Building management office. Delivery vehicles shall be permitted only in such areas as are designated by Landlord, from time to time, for deliveries to the Building.
6. Building management shall have the authority to prescribe the manner that heavy furniture and equipment are positioned.
7. Corridor doors, when not in use, shall be kept closed.
8. All freight elevator lobbies are to be kept neat and clean. The disposal of trash or storage of materials in these areas is prohibited.

No animals shall be brought into or kept in, on or about the Building, except for seeing-eye dogs.

10. Tenant will comply with all security procedures during business hours and after hours and on weekends.
11. Tenants are requested to lock all office doors leading to corridors and to turn out all lights at the close of their working day.
12. All requests for overtime air conditioning or heating must be submitted in writing to the Building management office by 2:00 p.m. on the day desired for weekday requests, by



2:00 p.m. Friday for weekend requests and by 2:00 p.m. on the preceding business day for holiday requests.

13. No flammable or explosive fluids or materials shall be kept or used within the Building except in areas approved by Landlord, and Tenant shall comply with all applicable building and fire codes relating thereto.
14. Tenant may not make any modifications, additions or repairs to the Premises and may not install any furniture, fixtures or equipment in the Premises that is in violation of any applicable building and/or fire code governing the Premises or the Building.
15. All vending machines located within the demised premises shall be operated and maintained by Landlord's approved food and beverage vendors.
16. Except in those areas designated by Landlord, if any, smoking is prohibited in the Building (including, but not limited to, the Premises, the main building lobby, public corridors, elevator lobbies, service elevator vestibules, stairwells, restrooms and other common areas within the Building).
17. Attached hereto are Landlord's current janitorial specifications.

Landlord reserves the right to rescind any of these rules and regulations and to make such other and further rules and regulations as in its reasonable judgment shall, from time to time, be required for the safety, protection, care and cleanliness of the Building, the operation thereof, the preservation of good order therein and the protection and comfort of the tenants and their agents, employees and invitees. Such rules and regulations, when made and written notice thereof is given to a tenant, shall be binding upon it in like manner as if originally herein prescribed.

A handwritten signature in black ink, appearing to be 'J. H. H. H.', located in the bottom right corner of the page.

General Janitorial Specifications

ENTRANCE/RECEPTION/COMMON AREAS

Daily Services:

1. Vacuum carpeted areas.
2. Dust mop and damp mop hard surface floors.
3. Empty waste containers and replace liners as necessary.
4. Clean and disinfect drinking fountains.
5. Spot clean partition window glass.
6. Clean glass entranceway doors, inside and out.
7. Sweep/vacuum entranceway areas.
8. Sweep and clear trash from entranceway areas. (10 feet outside building entry areas.)
9. Neatly arrange and dust lobby area furniture.
10. Clean and remove finger marks from elevator doors, panels and buttons.
11. Police stairwells removing any trash and debris.

Weekly Services:

1. Dust hard to reach areas.
2. Vacuum/sweep stairwell steps.
3. Clean elevator door tracks.

Monthly Services:

1. Dust window blinds.
2. Corner vacuum hard to reach carpeted areas.
3. Spray buff hard surface floors.

RESTROOMS:

Daily Services:

1. Restock restroom supplies (paper towels, toilet tissue, soap, sanitary napkins, etc.)
2. Empty, clean and replace liners in waste containers.
3. Empty, clean and disinfect sanitary napkin containers.
4. Damp mop restroom floors with germicidal cleaner.
5. Clean and disinfect sinks and fixtures.
6. Clean and polish mirrors.
7. Clean and disinfect with a germicidal cleaner, the commodes, commode bowls and tanks, and urinals.
8. Spot clean stall doors and partitions.



Weekly Services:

1. Clean and disinfect with a germicidal cleaner all partition stalls and walls.
2. Vacuum and clean all return air vents.

Monthly Services:

1. Machine scrub with a germicidal cleaner all restroom floors and baseboards.

OFFICE/WORK AREAS/ADMINISTRATIVE AREAS

Daily Services:

1. Vacuum carpeted areas.
2. Sweep and damp mop hard surface floors.
3. Empty waste containers and replace liners as necessary.
4. Spot clean partition glass.
5. Spot clean both sides of clear glass doors.
6. Dust file cabinet top surfaces.
7. Dust desks, furniture, workstations, and partitions. (Cleared areas only)*
8. Spot clean small carpet spots (a carpet spot consists of 3 inches round or smaller). Note: areas consisting of more than 10 spots may require to be shampooed and/or extracted.

Weekly Services:

1. Clean both sides of clear glass doors.
2. Dust hard to reach areas.

Monthly Services:

1. Spray buff hard surface floors to high gloss shine.
2. Dust window blinds.

Semi-Annually:

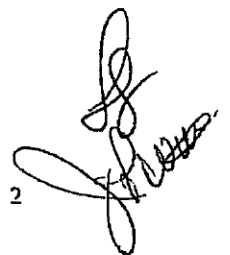
1. Corner vacuum hard to reach areas.

*Note: Company papers or personal items on desks will not be removed or disturbed to clean.

BREAK AREAS

Daily Services:

1. Sweep and damp mop hard surface floors.
2. Vacuum carpeted areas.
3. Empty waste containers and replace liners.
4. Damp clean table and countertop surfaces.
5. Clean sink areas. (Does not include washing of dishes, cups, etc.)

2 

- 6. Spot clean partition windows and door glass.

Weekly Services:

- 1. Clean windows and door glass.

Monthly Services:

- 1. Spray buff hard surface floors.

GENERAL SERVICES

Daily Services

- 1. Check doors upon completion to be sure that they are properly secured.
- 2. Maintain janitor's closets in a neat and orderly fashion.
- 3. Switch off designated lights when finished.
- 4. Remove trash from building to designated dumpster.
- 5. Inform building maintenance department of any problems or repairs needed.

Weekly Services:

- 1. Review work assignments with designated managers.

Monthly Services:


- 1. Perform a detailed written inspection of entire building and forward copy to Property Manager.

GENERAL CONDITIONS:

- 1. Janitorial staff will perform work assignments in a professional and workmanlike manner.
- 2. Janitorial services will be performed as specified in the Janitorial Bid Specifications section.

INSURANCE COVERAGE

General Liability Insurance Coverage (\$2,000,000.00)
 Worker Compensation Coverage (\$100,000.00)
 Automobile Liability Coverage (\$100,000.00)

3 

FIRST AMENDMENT TO OFFICE LEASE AGREEMENT
DONELSON CORPORATE CENTRE

THIS FIRST AMENDMENT TO OFFICE LEASE AGREEMENT (this "Amendment") is made of as April 28th, 2005 by and among Donelson Corporate Centre, L.P., a Tennessee limited partnership ("Landlord"), Automated License Systems Inc., a Tennessee Corporation ("Tenant") and James P. Wilson, III and Sarah S. Wilson, ("Limited Guarantors"), under the following circumstances:

A. Landlord, Tenant and Guarantors have entered into that certain Office Lease Agreement dated as of September 24, 1999 (the "Lease"), whereby Landlord leases to Tenant approximately 20,439 rentable square feet of space (the "Premises") on the third floor of Building Two, Donelson Corporate Centre, 3055 Lebanon Road, Davidson County, Tennessee.

B. Landlord and Tenant wish to amend the Lease in order to amend the size, location and configuration of the Premises and to modify certain other terms of the Lease as set forth herein.

C. Guarantor is willing to acknowledge and consent to this Amendment by joining in the execution hereof as hereinafter provided.

NOW THEREFORE, in consideration of the Premises and the agreements and covenants hereinafter set forth, Landlord, Tenant and Guarantor agree and acknowledge that the Lease is amended as follows:

1. Defined Terms. Any capitalized term not expressly defined in this Amendment shall have the definition for such term set forth in the Lease.

2. Premises.

(a) As of May 1, 2005 3,055 square feet of Net Rentable Area on the second floor of Building Three of Donelson Corporate Centre as shown on Exhibit A attached hereto (the "Building Two Space") shall be added to the Premises and shall be known as the "Additional Premises."

(b) As of May 1, 2005, the total Net Rentable Area of the Premises and the Additional Premises shall be 23,494 square feet.

3. Rent. Tenant shall pay Base Rental for the Additional Premises commencing on May 1, 2005 (the Additional Premises Commencement Date) and continuing for four consecutive calendar months terminating on August 31st, 2005 at the rate of \$16.25 per square foot of Net Rentable Area.

4. Term. Subject to and upon the terms and conditions set forth herein, or in any exhibit hereto, the term of this Lease as to the Additional Premises shall commence on the May 1, 2005 and shall expire 4 consecutive months later on August 31, 2005. Upon expiration of this Lease as to the Additional Premises, in the absence of agreement to the contrary, the parties shall revert to the original Lease referred to in paragraph A. above, as to the Net Rentable Area encompassed therein, for the remainder of its term.

4. Tenant Improvements. Tenant accepts the Additional Premises "as is, where is". There shall be no Tenant Improvement Allowance.

5. Cubicles in Additional Premises. Landlord owns ten (10) cubicles that are currently in the Additional Premises. Landlord will remove two (2) of those cubicles, leaving the remaining eight (8) cubicles intact and in usable condition, and will permit Tenant to use the remaining cubicles during the Term for the Additional Premises.

5. Continuing Effect: Conflict. (a) Except as amended hereby, the Lease shall remain in full force and effect, including without limitation, the provisions regarding expiration date of the initial term of the Lease and any rights that Tenant may have to extend the term thereof.

(b) In the event of a conflict between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall control.

6. Joinder of Guarantor. Guarantor joins in the execution of this Amendment in order to evidence its acknowledgement of and consent to the terms hereof and for no other purpose.

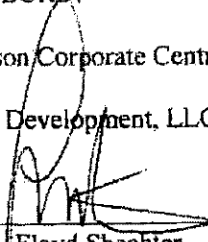
THIS AMENDMENT is signed and is effective as of the date first above written.

LANDLORD:

Donelson Corporate Centre, L.P.

By: JS Development, LLC, general partner

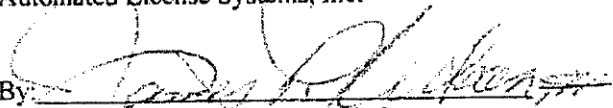
By:


Floyd Shechter
Managing Member

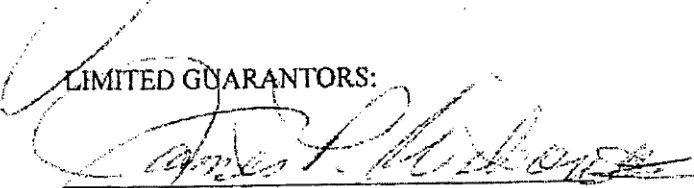
TENANT:

Automated License Systems, Inc.

By:


James P. Wilson, III, Chairman

LIMITED GUARANTORS:


James P. Wilson, III

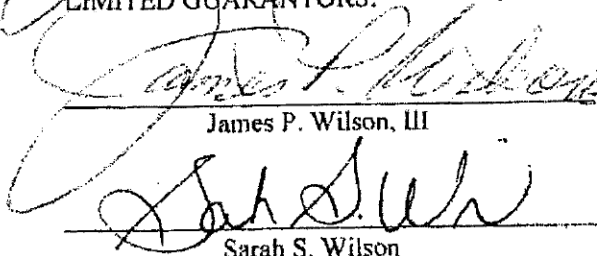
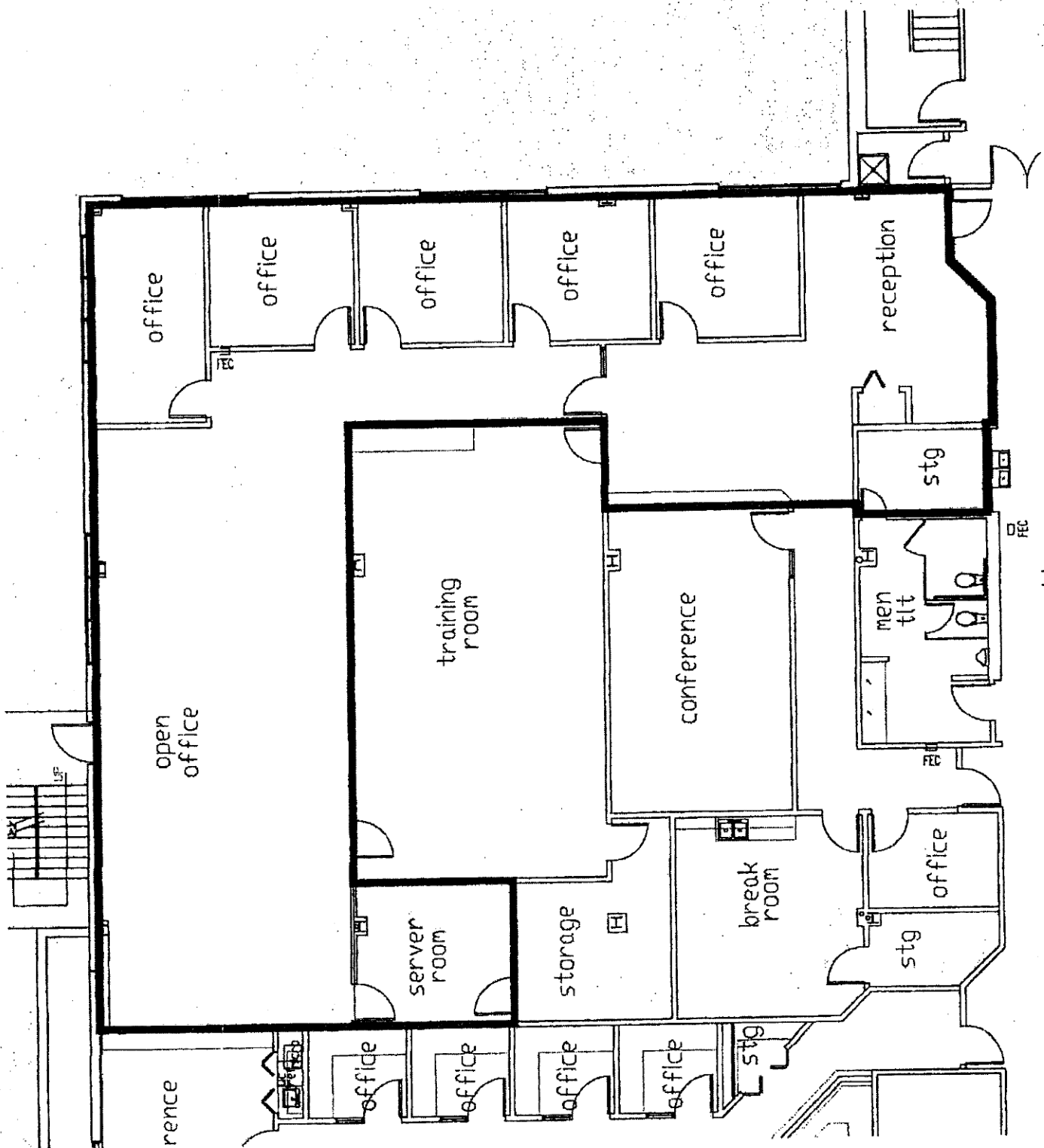

Sarah S. Wilson

Exhibit A

[Attach drawing of Building Three Space]



SECOND AMENDMENT TO OFFICE LEASE AGREEMENT
DONELSON CORPORATE CENTRE

THIS SECOND AMENDMENT TO OFFICE LEASE AGREEMENT (this "Amendment") is made of as June 29, 2005 by and among Donelson Corporate Centre, L.P., a Tennessee limited partnership ("Landlord"), Automated License Systems, Inc., a Tennessee Corporation ("Tenant") and James P. Wilson, III and Sarah S. Wilson, ("Limited Guarantors"), under the following circumstances:

A. Landlord, Tenant and Guarantors have entered into that certain Office Lease Agreement dated as of September 24, 1999 (the "Lease"), whereby Landlord leases to Tenant approximately 20,439 rentable square feet of space (the "Premises") on the third floor of Building Two, Donelson Corporate Centre, 3055 Lebanon Road, Davidson County, Tennessee.

B. Landlord, Tenant and Guarantors have amended that certain Office Lease Agreement dated as of September 24, 1999 by entering into the First Amendment to Office Lease Agreement dated as of April 28th, 2005 ("the First Amendment") whereby Landlord leases to tenant an additional 3,055 square feet of Net Rentable Area on the second floor of Building Two of Donelson Corporate Centre known as the "Additional Premises" so that as of May 1, 2005 the total Net Rentable Area of the Premises and the Additional Premises is 23,494 square feet.

C. Landlord and Tenant wish to further amend the Lease in order to amend the size, location and configuration of the Premises and to modify certain other terms of the Lease as set forth herein.

D. Guarantor is willing to acknowledge and consent to this Amendment by joining in the execution hereof as hereinafter provided.

NOW THEREFORE, in consideration of the Premises and the agreements and covenants hereinafter set forth, Landlord, Tenant and Guarantor agree and acknowledge that the Lease is amended as follows:

1. Defined Terms. Any capitalized term not expressly defined in this Amendment shall have the definition for such term set forth in the Lease.

2. Premises.

(a) As of July 1, 2005 5,278 square feet of Net Rentable Area on the second floor of Building Two of Donelson Corporate Centre as shown on Exhibit A attached hereto (the "Building Two Space") shall be added to the Premises and shall be known as the "Additional Premises." The "Additional Premises" includes the

Net Rentable Area identified in Item B. above, and an additional 2,223 square feet of Net Rentable Area.

(b) As of July 1, 2005, the total Net Rentable Area of the Premises and the Additional Premises shall be 25,717 square feet.

3. Rent. Tenant shall pay Base Rental for the Additional Premises commencing on July 1, 2005 (the Additional Premises Commencement Date) and continuing for 23 consecutive calendar months terminating on May 31st, 2007 at the rate of \$16.25 per square foot of Net Rentable Area.

4. Term. Subject to and upon the terms and conditions set forth herein, or in any exhibit hereto, the term of this Lease as to the Additional Premises shall commence on July 1, 2005 and shall expire 23 consecutive months later on May 31, 2007.

4. Tenant Improvements. Tenant accepts the Additional Premises "as is, where is". There shall be no Tenant Improvement Allowance.

5. Cubicles in Additional Premises. Landlord owns ten (10) cubicles that are currently in the Additional Premises. If Tenant is unable to furnish Landlord with two (2) cubicles that are satisfactory to Landlord in its sole discretion, Landlord reserves the right to remove two (2) of those cubicles, leaving the remaining eight (8) cubicles intact and in usable condition, and will permit Tenant to use the remaining cubicles during the Term for the Additional Premises.

5. Continuing Effect: Conflict. (a) Except as amended hereby, the Lease shall remain in full force and effect, including without limitation, the provisions regarding expiration date of the initial term of the Lease and any rights that Tenant may have to extend the term thereof.

(b) In the event of a conflict between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall control.

6. Joinder of Guarantor. Guarantor joins in the execution of this Amendment in order to evidence its acknowledgement of and consent to the terms hereof and for no other purpose.

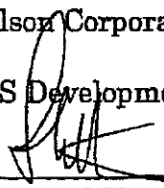
(Remainder of Page Intentionally Left Blank)

THIS AMENDMENT is signed and is effective as of the date first above written.

LANDLORD:

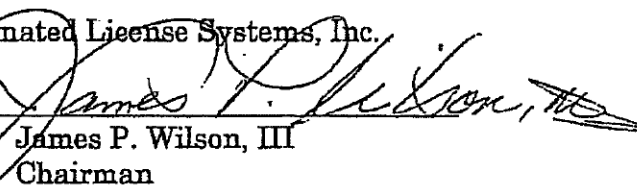
Donelson Corporate Centre, L.P.

By: JS Development, LLC, general partner

By: 
Floyd Shechter
Managing Member

TENANT:

Automated License Systems, Inc.

By: 
James P. Wilson, III
Chairman

LIMITED GUARANTORS:

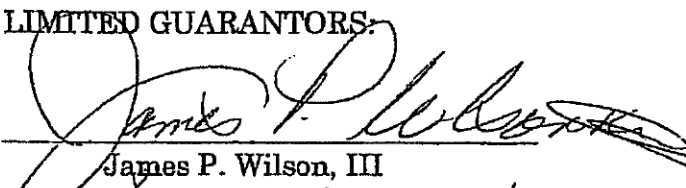
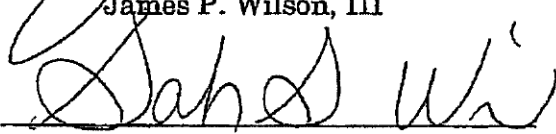

James P. Wilson, III

Sarah S. Wilson

Exhibit A

[Attach drawing of Building Two Space]

THIRD AMENDMENT TO OFFICE LEASE AGREEMENT
DONELSON CORPORATE CENTRE

THIS THIRD AMENDMENT TO OFFICE LEASE AGREEMENT (this "Amendment") is made of as January 10, 2007 by and among Donelson Corporate Centre, L.P., a Tennessee limited partnership ("Landlord"), Automated License Systems LLC, a Tennessee Corporation ("Tenant") and James P. Wilson, III and Sarah S. Wilson, ("Limited Guarantors"), under the following circumstances:

A. Landlord, Tenant and Guarantors have entered into that certain Office Lease Agreement dated as of September 24, 1999 (the "Lease"), whereby Landlord leases to Tenant approximately 20,439 rentable square feet of space (the "Premises") on the third floor of Building Two, Donelson Corporate Centre, 3055 Lebanon Road, Davidson County, Tennessee.

B. Landlord, Tenant and Guarantors have amended that certain Office Lease Agreement dated as of September 24, 1999 by entering into the First Amendment to Office Lease Agreement dated as of April 28th, 2005 ("the First Amendment") and Landlord, Tenant and Guarantors have further amended that certain Office Lease Agreement by entering into the Second Amendment to Office Lease Agreement dated as of July 1, 2005 whereby 5,278 square feet of Net Rentable Area on the second floor of Building Two of Donelson Corporate Centre was added to the Premises ("the Additional Premises") and as of July 1, 2005, the total Net Rentable Area of the Premises and the Additional Premises is 25,717 square feet.

C. Landlord and Tenant wish to further amend the Lease in order to amend the size, location and configuration of the Premises and to modify certain other terms of the Lease as set forth herein.

D. Guarantor is willing to acknowledge and consent to this Amendment by joining in the execution hereof as hereinafter provided.

NOW THEREFORE, in consideration of the Premises and the agreements and covenants hereinafter set forth, Landlord, Tenant and Guarantor agree and acknowledge that the Lease is amended as follows:

1. Defined Terms. Any capitalized term not expressly defined in this Amendment shall have the definition for such term set forth in the Lease.

2. Premises.

(a) As of February 1, 2007 1,551 square feet of Net Rentable Area on the second floor of Building Two of Donelson Corporate Centre known as Suite 2203 as shown on Exhibit A attached hereto (the "Building Two Space") shall be added to the Premises and the "Additional Premises."

(b) As of February 1, 2007, the total Net Rentable Area of the Premises and the Additional Premises shall be 27,268 square feet.

3. Rent. Tenant shall pay Base Rental for the Premises and the Additional Premises commencing on February 1, 2007 (the Additional Premises Commencement Date) and continuing for four (4) consecutive calendar months terminating on May 31st, 2007 at the rate of \$16.25 per square foot of Net Rentable Area. Thereafter, during the Renewal Term of this Lease Tenant shall pay rent as follows:

Year	Rate	Per Month	Per Annum
June 1, 2007-May 31, 2008	\$16.50	\$37,493.50	\$449,992.00
June 1, 2008-May 31, 2009	\$16.91	\$38,425.16	\$461,101.88
June 1, 2009-May 31, 2010	\$17.33	\$39,379.54	\$472,554.44
June 1, 2010-May 31, 2011	\$17.76	\$40,356.64	\$484,279.68
June 1, 2011-May 31, 2012	\$18.20	\$41,356.47	\$496,277.60

4. Term. Subject to and upon the terms and conditions set forth herein, or in any exhibit hereto, the term of this Lease as to the Premises and the Additional Premises shall commence on February 1, 2007 and shall expire four (4) consecutive months later on May 31, 2007. Thereupon, the term of this Lease shall be renewed for an additional 60 months (the "Renewal Term") commencing on June 1, 2007 and terminating on May 31, 2012.

5. Tenant Improvements. The Tenant Improvement Allowance shall be \$6.00 per rentable square foot or \$163,608.00. Tenant shall have until June 1, 2009 to expend the Tenant Improvement Allowance and need not expend the entire Tenant Improvement Allowance in any single instance of revisions to the Premises.

6. Additional Rental. The first paragraph of Paragraph Five of the Office Lease Agreement as amended shall be amended effective June 1, 2007 to read as follows:

Landlord shall absorb and be responsible for paying all Operating Expenses during the first calendar year of the Renewal Term (the "Expense Stop"); and, Landlord shall absorb and be responsible for all Operating Expenses for any other calendar

year of the Renewal Term to the extent such Operating Expenses in any other calendar year are less than or equal to the Expense Stop. Thereafter, "Additional Rental" for any calendar year shall mean Tenant's Percentage Share of the Operating Expenses for such calendar year in excess of the Expense Stop. "Tenant's Percentage Share" shall mean a fraction, the numerator of which is the total number of square feet of Net Rentable Area within the Premises (27,268 square feet from and after February 1, 2007) and the denominator of which is the greater of (i) ninety-five percent (95%) of the total square footage of all Net Rentable Area in the Building (42,073 as of February 1, 2007); or (ii) the total square footage of all Net Rentable Area in the Building actually leased to rent paying tenants.

Paragraph c. of Paragraph Five of the Office Lease Agreement as amended shall be amended effective June 1, 2007 to read as follows:

The Annual Operating Expense Statement shall be rendered by Landlord to Tenant within thirty (30) day after calculation of such Annual Operating Expenses by Landlord. The payment of any Additional Rental by Tenant shall not preclude it from questioning the truth, correctness, or completeness of any Annual Operating Expense Statement. Tenant and its authorized representatives shall have the right to audit Landlord's records with respect to the Annual Operating Expenses. In the event Tenant's audit discloses discrepancies, the appropriate adjustment shall be made, and if such discrepancies result in an overcharge to Tenant that is in excess of 2% of the annual billing to Tenant for such item(s), Landlord shall also reimburse Tenant its actual out-of-pocket expenses of such audit, but in no event shall Landlord be responsible for audit expenses of Tenant that exceed the amount (s) found to be an overcharge to Tenant. In the event Tenant shall dispute any Annual Operating Expense Statement and the parties cannot resolve their differences within sixty (60) days thereafter, then the matter shall be referred to arbitration.

The balance of subparagraphs 5 (a) and (b) shall remain unchanged.

7. Sign. Paragraph Ten of the Office Lease Agreement is amended by addition of the following:

Notwithstanding the foregoing, Tenant shall be permitted, at its expense, to erect and maintain a sign on the exterior of Building Two containing Tenant's name, logo, or combination thereof, subject to Landlord's review and consent to the size and mounted location of the sign, which shall not be unreasonably withheld.

8. Right of First Refusal. Paragraph Two of the Office Lease Agreement is amended by deletion of the subparagraph therein titled "Right of First Refusal" and substitution of the following:

Right of First Refusal. Tenant is granted the ongoing Right of First Refusal for any space that becomes available in Building Two. Any additional space taken by Tenant via exercise of this Right of First Refusal shall be under the same terms and conditions as those in the Office Lease Agreement, as amended. Tenant shall have a period of thirty (30) days after notice from Landlord that space is available within which to exercise this Right of First Refusal.

9. Renewal Option. Tenant is granted the option to extend the term of this Lease for one (1) consecutive extended term of Five (5) years, provided that (a) Tenant is not in default at the time of exercise of the option, and (b) Tenant gives written notice of its intent to exercise the option at least 180 days prior to the expiration of the Renewal Term. The extension shall be on the same terms and conditions as this Lease except (i) Tenant shall have no further right of renewal after the extension term prescribed above; and (ii) the Rent shall be adjusted to the then prevailing market rate for comparable facilities in the Airport North submarket.

10. Continuing Effect; Conflict. (a) Except as amended hereby, the Lease shall remain in full force and effect, including without limitation, the provisions regarding expiration date of the initial term of the Lease and any rights that Tenant may have to extend the term thereof.

(b) In the event of a conflict between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall control.

11. Release of Limited Guarantors. Tenant shall not be required to have Guarantors for the Renewal Term. Landlord releases the Limited Guarantors from any further liability or responsibility for Tenant's obligations accruing from and after June 1, 2007. Limited Guarantors join in the execution of this Amendment in order to evidence their acknowledgement of and consent to the terms hereof and for no other purpose.

THIS AMENDMENT is signed and is effective as of the date first above written.

LANDLORD:

Donelson Corporate Centre, L.P.

By: JS Development, LLC, general partner

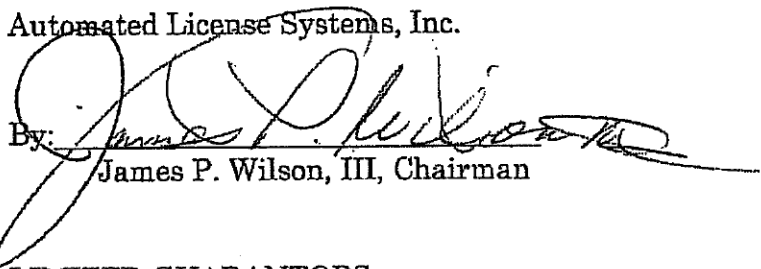
By: _____

Floyd Shechter
Managing Member

TENANT:

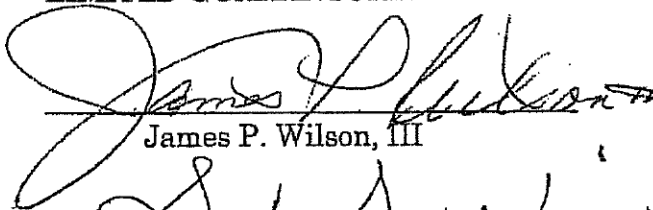
Automated License Systems, Inc.

By:

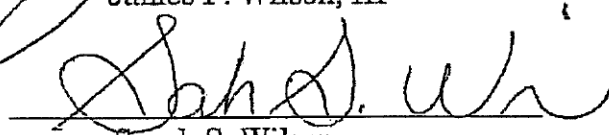


James P. Wilson, III, Chairman

LIMITED GUARANTORS:



James P. Wilson, III



Sarah S. Wilson

Exhibit A

[Attach drawing of Building Two Space]

FOURTH AMENDMENT TO OFFICE LEASE AGREEMENT
DONELSON CORPORATE CENTRE

THIS FOURTH AMENDMENT TO OFFICE LEASE AGREEMENT (this "Amendment") is made of as March 29, 2008 by and among Donelson Corporate Centre, L.P., a Tennessee limited partnership ("Landlord") and Automated License Systems, LLC, a Tennessee Limited Liability Company ("Tenant"), under the following circumstances:

A. Landlord and Tenant have entered into that certain Office Lease Agreement dated as of September 24, 1999 (the "Lease"), whereby Landlord leases to Tenant approximately 20,439 rentable square feet of space (the "Premises") on the third floor of Building Two, Donelson Corporate Centre, 3055 Lebanon Road, Davidson County, Tennessee.

B. Landlord, Tenant and Guarantors have amended that certain Office Lease Agreement dated as of September 24, 1999 by entering into the First Amendment to Office Lease Agreement dated as of April 28th, 2005 ("the First Amendment") and Landlord, Tenant and Guarantors have further amended that certain Office Lease Agreement by entering into the Second Amendment to Office Lease Agreement dated as of July 1, 2005 ("the Second Amendment") and Landlord, Tenant and Guarantors have further amended that certain Office Lease Agreement by entering into the Third Amendment to Office Lease Agreement dated as of January 10, 2007, the total Net Rentable Area of the Premises and the Additional Premises is 27,268 square feet.

C. Landlord and Tenant wish to further amend the Lease in order to amend the size, location and configuration of the Premises and to modify certain other terms of the Lease as set forth herein.

NOW THEREFORE, in consideration of the agreements and covenants hereinafter set forth, Landlord and Tenant agree and acknowledge that the Lease is amended as follows:

1. Defined Terms. Any capitalized term not expressly defined in this Amendment shall have the definition for such term set forth in the Lease.

2. Premises.

(a) As of June 1, 2008 approximately 5,278 square feet of Net Rentable Area on the first floor of Building Two of Donelson Corporate Centre

known as shown on Exhibit A attached hereto (the "Building Two Space") shall be added to the Premises and the "Additional Premises."

(b) As of June 1, 2008 the total Net Rentable Area of the Premises (both the Original Premises and the Additional Premises) shall be 32,546 square feet.

3. Rent. Tenant shall pay Base Rental for the Additional Premises commencing on June 1, 2008 (the "Additional Premises Rent Commencement Date") and continuing for 48 months terminating on May 31st, 2012 as follows:

Year	Rate	Per Month	Per Annum
June 1, 2008-May 31, 2009	\$16.91	\$45,862.74	\$550,352.86
June 1, 2009-May 31, 2010	\$17.34	\$47,028.97	\$564,347.64
June 1, 2010-May 31, 2011	\$17.77	\$48,195.20	\$578,342.42
June 1, 2011-May 31, 2012	\$18.21	\$49,388.56	\$592,662.66

4. Term. Upon the execution of this Amendment, the parties shall execute Exhibit C, attached hereto and incorporated herein, which shall replace Exhibit C attached to the original Lease.

5. Tenant Improvements. Tenant accepts the Additional Premises "as is, where is". The Tenant Improvement Allowance for the Additional Premises shall be \$12.00 per rentable square foot and shall be governed by the attached Exhibit "B". Tenant may, at its option, use all or part of any pre-existing unused Tenant Improvement Allowances that it currently has pursuant to the Lease, as amended, to fund the cost of tenant improvements in the first floor space if the Tenant Improvement Allowance provided for in this Fourth Amendment is exhausted by Tenant.

6. Continuing Effect: Conflict. (a) Except as amended hereby, the Lease shall remain in full force and effect, including without limitation, the provisions regarding expiration date of the initial term of the Lease and any rights that Tenant may have to extend or terminate early the term thereof.

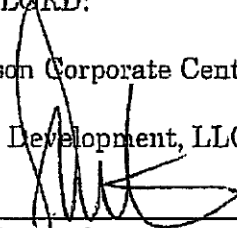
(b) In the event of a conflict between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall control.

THIS AMENDMENT is signed and is effective as of the date first above written.

LANDLORD:

Donelson Corporate Centre, L.P.

By: JS Development, LLC, general partner

By: 
Floyd Shechter
Managing Member

TENANT:

Automated License ^{Systems, Inc.} ~~Systems, LLC~~

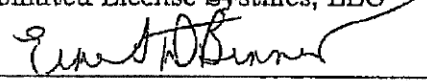
By: 
Name: ERNEST D. BENNETT III
Title: SECRETARY

Exhibit A

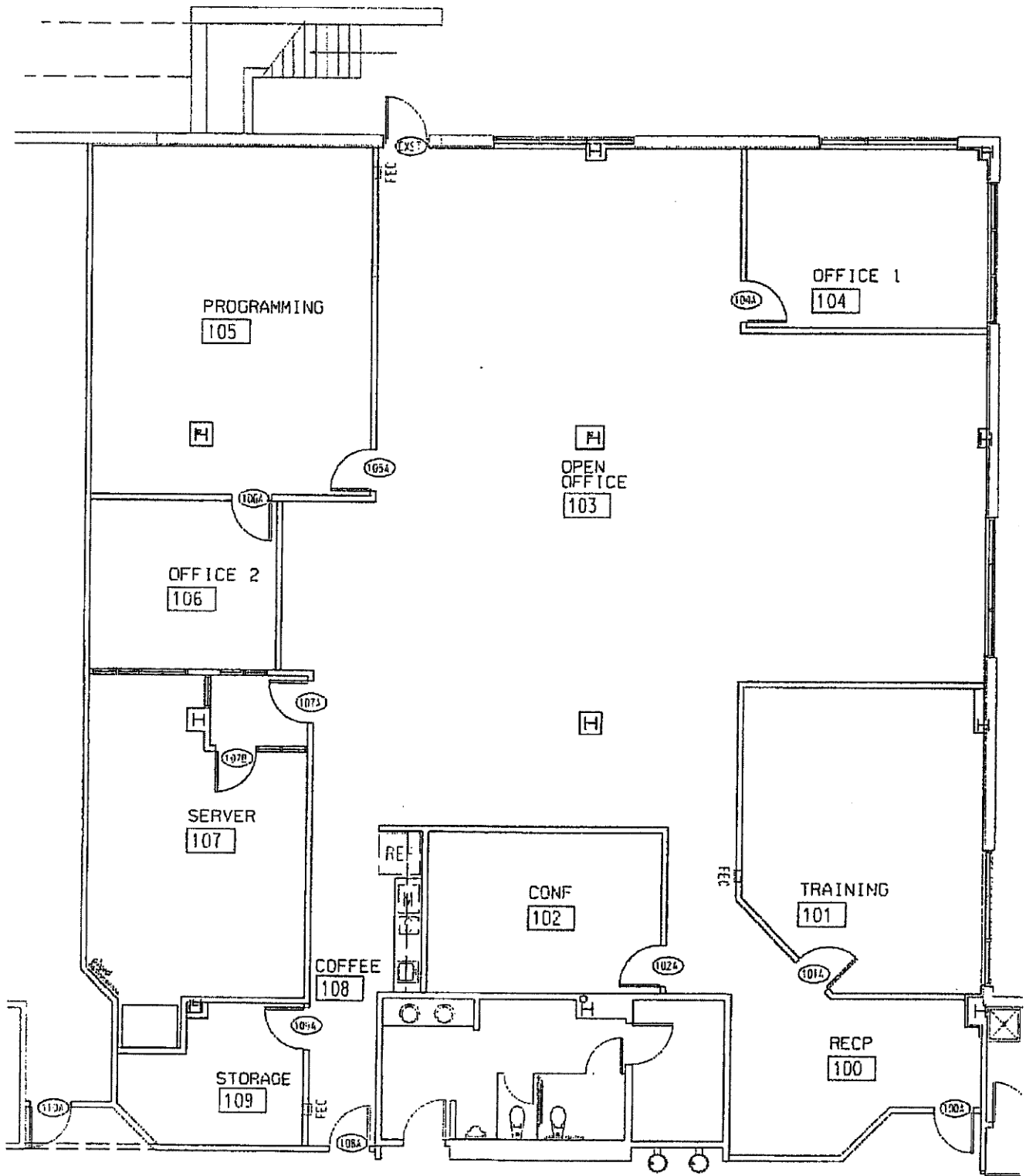


EXHIBIT B — LANDLORD'S WORK

WORK LETTER AGREEMENT

This Work Letter Agreement (this "WORK LETTER") is made and entered into as of this _____ day of March, 2008, by and between Donelson Corporate Centre, L. P. ("Landlord"), and Automated License Systems, LLC ("Tenant") under the following circumstances:

A. Landlord and Tenant are entering into a fourth Lease Amendment of even date herewith (the "4th Amendment") relating to space in a building owned by Landlord, known as Building II, First Floor Suite of the Donelson Corporate Centre, having a street address of 3055 Lebanon Road, Donelson, Tennessee (the "Building"); and

B. Landlord and Tenant desire entering into this Work Letter for the purpose of setting forth their agreements relating to the design and construction of the tenant improvements in such space.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. Tenant Improvements to Designated Space.

(a) Landlord shall install, furnish and construct in a prompt, good and workmanlike manner, the interior partitions, finishes and other tenant improvement work (the "Tenant Improvements") in and for the Demised Premises in accordance with the "T.I. Plans and Specifications" to be produced in accordance with Section 2 herein below. It is intended that the Tenant Improvements will include and the T.I. Plans and Specifications will describe all work, labor, material, installations and construction required to produce in the entirety of the Demised Premises, on a "turn key" basis, a completed space ready for use and occupancy as first class office suites by Tenant, subject only to installation of furniture and equipment of Tenant. Landlord's obligation to fund the cost of Tenant Improvements shall be limited to an allowance of \$12.00 multiplied by the Rentable Area of the Demised Premises (the "T.I. Allowance"). For example, if the Rentable Area of the Demised Premises is 1,000 square feet of Rentable Area, then the total T.I. Allowance and obligation of Landlord would be \$12,000.00. Landlord shall not enter into any contract for the construction of the Tenant Improvements unless the proposed contractor has been approved by Tenant, which approval shall not be unreasonably withheld or delayed. In the event that the cost of the Tenant Improvements for the Demised Premises which has been approved by Tenant as aforesaid exceeds the sum equal to \$12.00 times the Rentable Square Feet of the

Demised Premises, then the Tenant shall be responsible for the costs in excess of \$12.00 per Rentable Square Foot.

(b) Tenant shall pay its share of the costs of the Tenant Finish Work as described above in Section 1 (a) ("Tenant's Share") by paying Tenant's Share directly to the Contractor during the course of the Tenant Finish Work by paying a portion of each "Progress Payment" (as defined in the Contract). Such portion shall be equal to a ratio the numerator of which shall be the amount per rentable square foot that the contract sum exceeds \$12.00 per rentable square foot and the denominator of which shall be the Contract Sum divided by the rentable square feet of the Demised Premises. Tenant's Share shall also include one hundred per cent of the cost of any change orders to the Contract Sum (whether increasing or decreasing the Contract Sum) approved by Tenant. Tenant shall have the right to review each draw request for a Progress Payment and any supporting documentation of each such draw request submitted by the Contractor to the Landlord or Project Architect.

2. Space Plan and Specifications. (a) On or before March 15, 2008, Tenant shall cause its consultant, Design Collaborative Studios (the "Review Architect") to prepare and deliver to Landlord draft floor plans and outline specifications for the Demised Premises and the Tenant Improvements. Landlord shall not unreasonably withhold or delay its approval of such floor plans and outline specifications. If Landlord has any objections or comments with respect to such draft floor plans and outline specifications, Landlord shall notify Tenant of such objections in writing within 5 (five) days after Landlord's receipt thereof or Landlord shall be deemed to have approved such draft floor plans and outline specifications. Tenant shall promptly cause the requested changes and modifications to be made to the floor plan and outline specifications, and shall promptly resubmit to Landlord the modified floor plan and outline specifications, which shall be subject to the same review, approval and modification procedures set for above. The final floor plans and outline specifications for the Demised Premises and the Tenant Improvements approved by Landlord shall hereinafter be referred to as the "T.I. Outline Specifications."

(b) Following approval of the T.I. Outline Specifications, Landlord shall cause its project architect, Design Collaborative Studios (the "Project Architect") to prepare and deliver to Tenant for Tenant's approval (which it shall not unreasonably withhold or delay) within ten (10) days after Landlord's approval of the T.I. Outline Specifications as set forth above in Section 2(a), any and all necessary construction documents for the Tenant Improvements in the Demised Premises, including but not limited to, "A" architectural, mechanical and electrical working drawings to scale together with specifications necessary to complete such Tenant Improvements. The construction documents will be prepared based upon the T.I. Outline Specifications, and shall in all material respects be consistent with

the development of such T.I. Outline Specifications. If Tenant has any objections or comments with respect to such construction documents, working drawings and specifications, it shall notify Landlord and the Project Architect in writing such objections within five (5) days after receipt thereof or Tenant shall be deemed to have approved such documents, drawings and specifications. Landlord shall cause the Project Architect in writing to make the requested changes and modifications to the construction documents, working drawings and specifications, and shall resubmit to Tenant and the Review Architect the modified construction documents, working drawings and specifications, which shall be subject to the same review, approval and modification procedures set forth above. The final construction documents, working drawings and specifications for the Tenant Improvements approved by Tenant, shall be referred to as the "T.I. Plans and Specifications." None of the T.I. Plans and Specifications may be changed or otherwise modified without the prior written consent of Tenant.

3. Permits. Landlord shall obtain and maintain all authorizations, approvals and permits required by any governmental entity for the Tenant Improvements described herein to be performed by Landlord. Tenant shall cooperate with Landlord in obtaining such authorizations, approvals or permits.

4. Completion. The Tenant Improvements shall be deemed complete when all of the following have occurred: (A) the Project Architect's certificate of Final Completion with respect to the Tenant Improvements shall have been delivered to Landlord and Tenant; (B) Landlord shall have obtained and delivered to Tenant a Temporary Certificate of Occupancy for the Demised Premises from the governmental authority which has authority to issue such certificates in the jurisdiction wherein the Premises are located, which Temporary Certificate of Occupancy shall indicate that the Final Certificate of Occupancy will be issued in due course; and (C) Landlord and Tenant shall have accepted the Tenant Finish Work as being in substantial conformity with the T.I. Plans and Specifications and have executed a written acknowledgment of such acceptance setting forth the T.I. Completion Date (the "T.I. Completion Date Certificate"), excepting punch list items as defined below, which shall also be signed by Landlord.

5. Access Before Completion. Tenant shall have access to the Demised Premises in which Tenant Improvements are being performed prior to completion only for the purposes of inspecting Landlord's work or otherwise as agreed to by the parties in writing.

6. Punch List Work. Following issuance of the Project Architect's Certificate of Final Completion with respect to the Tenant Improvements, Tenant may inspect the Tenant Improvements and prepare a punch list setting forth all incomplete, defective or other items of construction not in conformity to the T.I. Plans and Specifications and if such punch list is delivered to Landlord, Landlord

shall complete or correct all items on the punch list within thirty (30) days of receipt thereof (or within a reasonable period of time if thirty(30) days is insufficient time during which to complete such item). In the event Landlord fails to complete or correct any or all items on the punch list as herein provided, Tenant may complete or correct any or all such items and Landlord shall reimburse Tenant for the cost thereof plus interest thereon within thirty (30) days after receipt from Tenant of written demand for such payment and in the event Landlord fails to reimburse Tenant for such cost and 12% interest within such thirty (30) day period, Tenant may either deduct such cost and interest from the next ensuing installments of rent coming due under the Lease until such costs plus interest are recovered or pursue whatever remedies Tenant may have against Landlord at law or in equity. Landlord shall complete and correct each item set forth on the punch list even if the determination of whether the Tenant Improvements have been constructed in substantial conformity with the T.I. Plans and Specifications has been submitted to arbitration or litigation.

7. Defective Work. Landlord warrants to Tenant that (i) the Tenant Improvements will be constructed in accordance with the T.I. Plans and Specifications, (ii) all materials and equipment furnished will be new, unless otherwise specified, (iii) Tenant Improvements will be of good quality, free from faults and defects, and (iv) the Tenant Improvements shall be in full compliance with all applicable laws, codes and regulations, including by way of example, but not as a limitation, environmental, zoning, building and land use laws, codes and regulations. Without limiting the generality of the foregoing, if within one year after the date of substantial completion of all the Tenant Improvements, or within such longer period of time as may be prescribed by law or the terms of any applicable warranty required by the T.I. Plans and Specifications, the Tenant Improvements or any part or element of either is found to be defective or not in accordance with the T.I. Plans and Specifications, Landlord shall correct same within 30 days after receipt of written notice from Tenant to do so or a longer reasonable period if such correction cannot reasonably be completed within a 30-day period, unless Tenant has previously given Landlord a written acceptance of such condition. Unless such condition is specifically referred to and accepted in a written instrument delivered to Landlord, acceptance by Tenant of the Tenant Improvements pursuant to the lease shall not be deemed to be written acceptance of any such condition.

LANDLORD:
Donelson Corporate Centre, L.P.
By: JS Development, LLC,
its General Partner

By:  _____

TENANT:
Automated License Systems, LLC Inc.



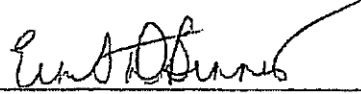
By:  _____
Its: SECRETARY

EXHIBIT C — COMMENCEMENT DATE AGREEMENT

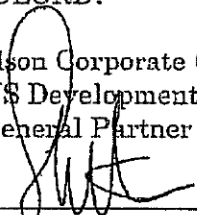
This Agreement is made and entered into as of the 25th day of March, 2008 between Donelson Corporate Centre, L.P. ("Landlord") and Automated License Systems, LLC ("Tenant"), and shall be attached to and made a part of that certain Fourth Amendment to Lease between Landlord and Tenant of even date (the Fourth "Amendment"). Pursuant to the provisions of the Lease (as defined in the Amendment), as amended by the Amendment, Landlord and Tenant intending to be legally bound hereby, agree to the following:

- a. The Commencement Date of the Lease, for the Additional Premises, is the 1st day of June, 2008.
- b. Tenant agrees that, as of and through the date hereof, Landlord has fully and timely complied with and performed each and every of its obligations as set forth in the Lease and that Tenant has no claims or causes of action against Landlord whatsoever and has no right to any setoffs against any and all sums due Landlord.

IN WITNESS WHEREOF, the parties have duly executed this supplement to the Lease as of the day and year first above written

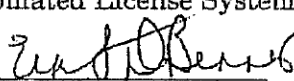
LANDLORD:

Donelson Corporate Centre, L.P.
By: JS Development, LLC
Its: General Partner

By: 
Floyd Shechter
Title: Managing Member

TENANT:

Automated License Systems, LLC Inc.

By: 
Name: ERNEST D. BENNETT, III
Title: SECRETARY

FIFTH AMENDMENT TO OFFICE LEASE AGREEMENT
DONELSON CORPORATE CENTRE

THIS FIFTH AMENDMENT TO OFFICE LEASE AGREEMENT (this "Amendment") is made as of February 11th, 2011 by and among Donelson Corporate Centre, L.P., a Tennessee limited partnership ("Landlord") and The Active Network, Inc., a Delaware Corporation, successor in interest to Automated License Systems, Inc., a Tennessee corporation ("Tenant"), under the following circumstances:

A. Landlord and Tenant have entered into that certain Office Lease Agreement dated as of September 24, 1999 (the "Lease"), whereby Landlord leases to Tenant approximately 20,439 rentable square feet of space (the "Premises") on the third floor of Building Two, Donelson Corporate Centre, 3055 Lebanon Road, Davidson County, Tennessee.

B. Landlord, Tenant and Guarantors have amended that certain Office Lease Agreement dated as of September 24, 1999 by entering into the First Amendment to Office Lease Agreement dated as of April 28th, 2005 ("the First Amendment") and Landlord, Tenant and Guarantors have further amended that certain Office Lease Agreement by entering into the Second Amendment to Office Lease Agreement dated as of July 1, 2005 ("the Second Amendment") and Landlord, Tenant and Guarantors have further amended that certain Office Lease Agreement by entering into the Third Amendment to Office Lease Agreement dated as of January 10, 2007, and Landlord and Tenant have further amended that certain Office Lease Agreement by entering into the Fourth Amendment to Office Lease Agreement dated as of March 25th, 2008, the total Net Rentable Area of the Premises is 32,546 square feet.

C. Landlord and Tenant wish to further amend the Lease in order to amend the term and Tenant Improvement Allowance of the Premises and to modify certain other terms of the Lease as set forth herein.

NOW THEREFORE, in consideration of the agreements and covenants hereinafter set forth, Landlord and Tenant agree and acknowledge that the Lease is amended as follows:

1. Defined Terms. Any capitalized term not expressly defined in this Amendment shall have the definition for such term set forth in the Lease.

2. Term. Upon the execution of this Amendment the parties shall execute Exhibit "C" attached hereto and incorporated herein, which shall replace Exhibit C attached to the original Lease. On June 1, 2011 a new eighty four month

term shall commence and said term shall terminate unless extended pursuant to the terms of any remaining renewal options. The current Office Lease Agreement as amended shall remain in full force and effect until June 1, 2011.

3. Rent. Tenant shall pay Base Rental for the Premises commencing June 1, 2011 ("The Fifth Amendment Commencement Date") and continuing for eighty four (84) months terminating on May 31st, 2018 as follows:

Year	Rate	Per Month	Per Annum
June 1, 2011-May 31, 2012	\$16.50	\$44,750.75	\$537,009.00
June 1, 2012-May 31, 2013	\$16.83	\$45,645.77	\$547,749.24
June 1, 2013-May 31, 2014	\$17.17	\$46,558.68	\$558,704.16
June 1, 2014-May 31, 2015	\$17.51	\$47,489.85	\$569,878.20
June 1, 2015-May 31, 2016	\$17.86	\$48,439.65	\$581,275.80
June 1, 2016-May 31, 2017	\$18.22	\$49,408.44	\$592,901.28
June 1, 2017-May 31, 2018	\$18.58	\$50,396.61	\$604,759.32

4. Term. Upon the execution of this Amendment, the parties shall execute Exhibit C, attached hereto and incorporated herein, which shall replace Exhibit C attached to the original Lease. Exhibit C attached hereto, once executed by the parties, shall set for the new term for this Amendment.

5. Tenant Improvements. Tenant accepts the Additional Premises "as is, where is". The Tenant Improvement Allowance for the term of the Fifth Amendment shall be \$300,000.00. Said allowance shall be utilized for improvements to the demised premises.

6. Continuing Effect; Conflict. (a) Except as amended hereby, the Lease shall remain in full force and effect, including without limitation, the provisions regarding expiration date of the initial term of the Lease and any rights that Tenant may have to extend or terminate early the term thereof.

(b) In the event of a conflict between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall control.

THIS AMENDMENT is signed as of the date first above written.

LANDLORD:

Donelson Corporate Centre, L.P.

By: JS Development, LLC, general partner

By:  _____

Floyd Shechter
Managing Member

TENANT:

The Active Network, Inc., as successor in
interest to Automated License Systems, Inc.

By:  _____

Name: SCOTT MENDEL

Title: CFO

EXHIBIT C — COMMENCEMENT DATE AGREEMENT

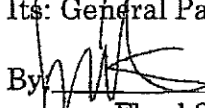
This Agreement is made and entered into as of the 16th day of February, 2011 between Donelson Corporate Centre, L.P. ("Landlord") and The Active Network, Inc. as successor in interest to Automated License Systems, INC. ("Tenant"), and shall be attached to and made a part of that certain Fifth Amendment to Lease between Landlord and Tenant of even date (the "Fifth Amendment"). Pursuant to the provisions of the Lease (as defined in and amended by the Fifth Amendment), Landlord and Tenant intending to be legally bound hereby, agree to the following:

- a. The Commencement Date of the Lease, for the additional Term is the 1st day of June, 2011.
- b. Tenant agrees that, as of and through the date hereof, Landlord has fully and timely complied with and performed each and every of its obligations as set forth in the Lease and that Tenant has no claims or causes of action against Landlord whatsoever and has no right to any setoffs against any and all sums due Landlord.

IN WITNESS WHEREOF, the parties have duly executed this supplement to the Lease as of the day and year first above written

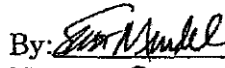
LANDLORD:

Donelson Corporate Centre, L.P.
By: JS Development, LLC
Its: General Partner

By: 
Floyd Shechter
Title: Managing Member

TENANT:

The Active Network, Inc.,
as successor in interest to
Automated License Systems, Inc.

By: 
Name: SCOTT MENDEL
Title: CFO

ASSIGNMENT OF LEASE AGREEMENT

THIS ASSIGNMENT OF LEASE AGREEMENT (the "Assignment") is executed as of this 7th day of July, 2016, and is to be effective as of April 30, 2014 ("Effective Date"), by and between LANYON SOLUTIONS, INC., formerly known as The Active Network, Inc, a Delaware corporation ("Assignor"), and ACTIVE NETWORK, LLC, a Delaware limited liability company ("Assignee"). Hereafter, Assignor and Assignee are sometimes referred to as a "Party" and collectively as the "Parties".

RECITALS:

WHEREAS, Assignor is the tenant of that certain premises ("Premises") described in that certain Donelson Corporate Centre Office Lease Agreement dated September 24, 1999, by and between Donelson Corporate Centre, L.P., a Tennessee limited partnership ("Landlord"), and Assignor, as amended by that certain First Amendment to Office Lease Agreement dated April 28, 2005, that certain Second Amendment to Office Lease Agreement dated June 29, 2005, that certain Third Amendment to Office Lease Agreement dated January 10, 2007, that certain Fourth Amendment to Office Lease Agreement dated March 25, 2008, and that certain Fifth Amendment to Office Lease Agreement dated February 11, 2011, (collectively, the "Lease"); and

WHEREAS, all of the issued and outstanding stock of The Active Network, Inc. was acquired by Athlaction Holdings, LLC pursuant to a merger of Athlaction Merger Sub, Inc. into The Active Network, Inc., on or about November 15, 2013 (the "Change in Control Transaction"), which transaction constituted a change in control of The Active Network, Inc. and which transaction required the consent of the Landlord pursuant to the terms of the Lease; and

WHEREAS, Assignor now as part of this Assignment desires to request consent to the prior assignment which occurred in the Change In Control Transaction; and

WHEREAS, Assignor has previously transferred rights under the Lease or otherwise allowed Assignee occupancy of the premises in each case without consent of Landlord as required by the Lease and Assignor now desires to obtain Landlord's consent to assign the Lease to Assignee, without such assignment releasing Assignor from its primary liability and obligations under the Lease, and Assignee wishes to assume the Lease.

OPERATIVE PROVISIONS:

NOW, THEREFORE, in consideration of the foregoing Recitals, which Recitals are incorporated herein by this reference, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereto agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Lease and the Premises, and Assignee hereby accepts the foregoing assignment and assumes all rights, duties and obligations under the Lease. Assignee hereby

covenants and agrees to perform each and every obligation and duty under the Lease and to be responsible for any liability related to the Lease.

2. Assignor to remain liable under the Lease. Neither this Assignment nor the consent of Landlord shall release Assignor from its obligations and covenants as Tenant under the Lease. Assignor will remain liable, jointly and severally with Assignee, for the performance of each and every obligation, covenant, agreement, term, provision, liability and condition set forth in the Lease.

3. Amendments to Lease/Ratification.

(a) Assignor, Assignee and Landlord agree that the Lease is hereby amended to delete the Renewal Option set forth in Section 9 of that certain Third Amendment to Office Lease dated January 10, 2007. Assignor and Assignee acknowledge and agree that effective as of the date of this Assignment, neither Assignor nor Assignee shall have any option to extend (or otherwise renew) the term of the Lease.

(b) Assignor, Assignee and Landlord agree that the Lease is hereby amended to delete the Right of First Refusal set forth in Section 8 of that certain Third Amendment to Office Lease dated January 10, 2007. Assignor and Assignee acknowledge and agree that effective as of the date of this Assignment, neither Assignor nor Assignee shall have any right of first refusal, right of first offer, or similar rights under the Lease.

(c) Except for the foregoing amendments to the Lease, all other terms of the Lease will remain in full force and effect and will not be modified by this Assignment.

4. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute but one and the same agreement.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the law of the State of Tennessee.

6. Consent. The consent by Landlord to the change of control transaction and to this Assignment will not be deemed to be a waiver of any defaults by Assignor or Assignee under the Lease, including, without limitation, a waiver of any uncollected or unbilled Base Rent or Additional Rent that may be due or payable under the Lease.

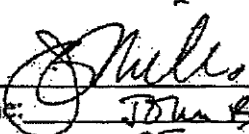
7. Future Amendments to Lease. Assignor authorizes Assignee to amend the Lease at Assignee's sole discretion and without notice to or consent to Assignor, and Assignor agrees that no such amendment will limit or alter Assignor's liability under the Lease, as it may be amended from time to time.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor, Assignee and Landlord have caused their duly authorized representatives to execute this Assignment as of the Effective Date.

“ASSIGNOR”

LANYON SOLUTIONS, INC., formerly known as
The Active Network, Inc., a Delaware corporation

By: 
Name: John B. Mills
Its: CEO
Date: 7/5/16

“ASSIGNEE”

ACTIVE NETWORK, LLC, a Delaware limited
liability company

By: _____
Name: _____
Its: _____
Date: _____

Landlord hereby consents to the foregoing
assignment and to the Change In Control
Transaction.

DONELSON CORPORATE CENTRE, L.P., a
Tennessee limited partnership

By: JS Development, LLC, its general partner

By: _____
Name: _____
Its: _____
Date: _____

IN WITNESS WHEREOF, Assignor, Assignee and Landlord have caused their duly authorized representatives to execute this Assignment as of the Effective Date.

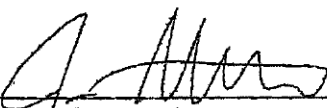
“ASSIGNOR”

LANYON SOLUTIONS, INC., formerly known as
The Active Network, Inc., a Delaware corporation

By: _____
Name: _____
Its: _____
Date: _____

“ASSIGNEE”

ACTIVE NETWORK, LLC, a Delaware limited
liability company

By:  _____
Name: JASON MITCHELL
Its: V.P. OPERATIONS
Date: 7/5/16

Landlord hereby consents to the foregoing
assignment and to the Change In Control
Transaction.

DONELSON CORPORATE CENTRE, L.P., a
Tennessee limited partnership

By: JS Development, LLC, its general partner

By: _____
Name: _____
Its: _____
Date: _____

IN WITNESS WHEREOF, Assignor, Assignee and Landlord have caused their duly authorized representatives to execute this Assignment as of the Effective Date.

“ASSIGNOR”

LANYON SOLUTIONS, INC., formerly known as
The Active Network, Inc., a Delaware corporation

By: _____
Name: _____
Its: _____
Date: _____

“ASSIGNEE”

ACTIVE NETWORK, LLC, a Delaware limited
liability company

By: _____
Name: _____
Its: _____
Date: _____

Landlord hereby consents to the foregoing
assignment and to the Change In Control
Transaction.

DONELSON CORPORATE CENTRE, L.P., a
Tennessee limited partnership

By: JS Development, LLC, its general partner

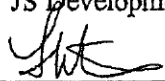
By: 
Name: FLOYD SHECHTER
Its: MANAGING MEMBER
Date: 07.07.16

EXHIBIT "B"

SUBLEASE AGREEMENT

[please see attached]

SUBLEASE AGREEMENT

This Sublease Agreement (“**Agreement**”) is made and entered into as of this ___ day of _____, 2016, by and between ACTIVE NETWORK, LLC, a Delaware limited liability company and successor in interest to THE ACTIVE NETWORK, INC., a Delaware corporation, for all purposes set forth herein (“**Sublessor**”), and THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, a metropolitan government, organized and existing under the laws of the State of Tennessee (“**Sublessee**”):

ARTICLE 1 DEMISE AND DESCRIPTION

1.01 Grant of Sublease. Subject to and upon the terms and conditions set forth in this Agreement, during the Term (as defined in Section 3.01), Sublessor hereby grants a sublease right to Sublessee to use the Subleased Premises (defined below) for general office purposes only and for no other purposes whatsoever. The “**Subleased Premises**” means approximately 32,546 rentable square feet, consisting of (a) an approximately 20,439 rentable square foot portion of the third floor, (b) an approximately 6,829 rentable square foot portion of the second floor, and (c) an approximately 5,278 rentable square foot portion of the first floor, located in the building commonly known as Donelson Corporate Centre II, 3055 Lebanon Road, in the City of Nashville, County of Davidson, State of Tennessee, depicted on Exhibit “A”, attached hereto and incorporated herein by reference. Sublessor currently leases the Subleased Premises from Donelson Corporate Centre, L.P., a Tennessee limited partnership (“**Master Landlord**”), pursuant to an office lease with Sublessor dated September 24, 1999, as amended by that certain First Amendment to Office Lease Agreement dated April 28, 2005, that certain Second Amendment to Office Lease Agreement dated June 29, 2005, that certain Third Amendment to Office Lease Agreement dated January 10, 2007, that certain Fourth Amendment to Office Lease Agreement dated March 25, 2008, and that certain Fifth Amendment to Office Lease Agreement dated February 11, 2011 (collectively as amended referenced herein as the “**Prime Lease**”). The Prime Lease is attached hereto as Exhibit “A-1” and incorporated herein by reference.

1.02 Condition of the Subleased Premises. Sublessee acknowledges and agrees that it has inspected the Subleased Premises and agrees to accept the Subleased Premises in its present condition, “**AS IS**” and “**WITH ALL FAULTS**”. Without limitation on the foregoing, Sublessor will have no obligation to construct any tenant improvements to the Subleased Premises or make any repairs or modifications to the Subleased Premises. Subtenant acknowledges that the Subleased Premises have not undergone an inspection by a Certified Access Specialist (“**CASp**”).

1.03 Disclaimer of Warranties. SUBLESSEE ACKNOWLEDGES THAT NEITHER SUBLESSOR NOR MASTER LANDLORD HAS MADE OR WILL MAKE ANY WARRANTIES TO SUBLESSEE WITH RESPECT TO THE QUALITY OF TENANT FINISH WITHIN THE SUBLEASED PREMISES OR AS TO THE CONDITION OF THE SUBLEASED PREMISES, EITHER EXPRESS OR IMPLIED, AND THAT SUBLESSOR AND MASTER LANDLORD EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE SUBLEASED PREMISES ARE OR WILL BE SUITABLE FOR

SUBLESSEE'S INTENDED PURPOSES. SUBLESSEE'S OBLIGATION TO PAY RENTALS UNDER THIS AGREEMENT IS NOT DEPENDENT UPON THE CONDITION OF THE SUBLEASED PREMISES OR THE PROJECT (NOW OR IN THE FUTURE) OR THE PERFORMANCE BY SUBLESSOR OF ITS OBLIGATIONS OWED TO SUBLESSOR, AND SUBLESSEE WILL CONTINUE TO PAY THE RENTALS UNDER THIS AGREEMENT WITHOUT ABATEMENT, SETOFF, OR DEDUCTION NOTWITHSTANDING ANY BREACH BY SUBLESSOR OF ITS DUTIES OR OBLIGATIONS UNDER THIS AGREEMENT OR BY MASTER LANDLORD OF ITS DUTIES OR OBLIGATIONS UNDER THE PRIME LEASE, WHETHER EXPRESS OR IMPLIED.

1.04 Defined Terms. Unless otherwise defined in this Agreement, capitalized terms will have the meanings given to such terms in the Prime Lease. Sublessor and Sublessee are sometimes individually referred to as a "**Party**" and collectively referred to as the "**Parties**".

1.05 Master Landlord Approval. Sublessee expressly acknowledges and agrees that this Agreement requires the consent of Master Landlord. Accordingly, the obligations of Sublessor and Sublessee contained herein are subject and contingent upon the approval by Master Landlord of this Agreement, and the execution by Master Landlord of the Consent by Lessor to Sublease, attached hereto as **Exhibit "B"** and incorporated herein by reference ("**Master Landlord Consent**"). Sublessor and Sublessee agree to execute the Master Landlord Consent within two (2) business days of the approval of this Agreement by Master Landlord. In the event that the Master Landlord does not consent to this Agreement within sixty (60) days of the date hereof, Sublessor shall have the right to terminate this Agreement by delivering written notice thereof to Sublessee, and neither party shall have any further rights or obligations hereunder. Should the Master Landlord not approve the Sublease, Sublessor shall return the Prepaid Rent (as defined in Section 8.03 below) to Sublessee within ten (10) days of Master Landlord's refusal to approve the Sublease.

1.06 Enforcement of Prime Lease. Sublessor shall use its commercially reasonable efforts to cause Master Landlord to perform its obligations under the Prime Lease. However, Sublessee shall not have any claim against Sublessor by reason of the Master Landlord's failure or refusal to comply with any provisions of the Master Lease, unless such failure or refusal is a result of Sublessor's failure to exercise such commercially reasonable efforts.

ARTICLE 2 USE

2.01 Generally. Sublessee will use the Subleased Premises only for general office purposes, and for no other purpose without Sublessor's and Master Landlord's prior written consent. Sublessee will not do or permit any act to be done within the Subleased Premises that is unlawful or would be inconsistent with the standards of a first class office project. Upon receipt of notice from Sublessor, Sublessee will cease any act that Sublessor reasonably determines would give rise to a breach of the Prime Lease. Sublessee hereby covenants and agrees to promptly deliver to Sublessor copies of any and all notices or other

correspondence received by Sublessee from Sublessor that might affect Sublessor in any manner. If the Prime Lease is terminated for any reason whatsoever, then, notwithstanding any provision to the contrary contained in this Agreement: (i) this Agreement will terminate simultaneously with such termination of the Prime Lease; and (ii) Sublessor will have no liability to Sublessee in connection with such termination, unless Sublessor willingly terminates the Prime Lease and no Sublessee Default then exists.

2.02 Services. Sublessee hereby acknowledges and agrees that Sublessor will have no obligation to provide any services or amenities to Sublessee under this Agreement including, without limitation, beverage services, copier services, document destruction services, first aid, office supplies, etc. Without limiting the foregoing, Sublessor will have no obligation to maintain, repair or replace any portion of the Subleased Premises under any circumstances whatsoever. In addition, Sublessor will in no event be liable to Sublessee for Sublessor's failure to provide services, amenities, and rights nor will any such failure be construed as a breach of this Agreement by Sublessor or an eviction of Sublessee or entitle Sublessee to an abatement of any of the rentals under this Agreement, except and only to the extent that Sublessor receives an abatement applicable to the Subleased Premises under the Prime Lease with respect thereto.

2.03 Telecommunications and Utilities. Sublessee shall provide its own cabling and circuitry for voice and internet connectivity, together with any other equipment required for Sublessee's use of the Subleased Premises, except as otherwise expressly provided herein, and Sublessee shall comply with the provisions of the Primary Lease (including, without limitation, Section 16(c)) with respect to any such cabling and circuitry and other equipment), excluding exceptions noted in Section 9.02 of the Sublease. Sublessee acknowledges that Master Landlord furnishes utility and other services to the Subleased Premises pursuant to Section 8 of the Prime Lease. To the extent Sublessee incurs services in excess of Building Standard Services (as defined below), Sublessee shall be responsible for any excess charges billed by Master Landlord with respect to the Subleased Premises. Without limiting the foregoing, in the event Sublessor is required to pay any bill for services furnished to the Subleased Premises during the Term hereof, Sublessee shall be obligated to reimburse Sublessor for such amounts immediately upon demand.

2.04 Building Security. Sublessor agrees to coordinate with Master Landlord to procure keys for Sublessee to gain entry into the Subleased Premises, at Sublessee's cost and in accordance with Paragraph 9 of the Prime Lease.

2.05 No Privity of Contract with Master Landlord. Sublessee is not a party to and has no rights under the Primary Lease. Accordingly, and without limiting the generality of the foregoing, Sublessee will not have the right to exercise any of Sublessor's options, rights of renewal or options to renew or extend the term, rights of first refusal, or elections permitted or authorized under the Prime Lease, or to institute any action or proceeding against Sublessor for the enforcement of the Prime Lease.

2.06 Maintenance. Sublessee shall, at Sublessee's sole cost and expense, clean, keep and maintain the Subleased Premises in good condition and repair, and in compliance with the Prime Lease.

ARTICLE 3
TERM; SURRENDER OF POSSESSION; ALTERATIONS

3.01 **Term.** Unless the Prime Lease is terminated sooner pursuant to the terms thereof, the term of this Agreement and Sublessee's sublease to use the Subleased Premises will commence on the later of (a) June 1, 2016, or (b) the date Master Landlord has executed the Master Landlord Consent (the "**Commencement Date**"), and expire on May 22, 2018 ("**Term**").

3.02 **Surrender of the Subleased Premises.** At the termination of this Agreement, by lapse of time or otherwise, Sublessee will (i) deliver up the Subleased Premises to Sublessor in as good condition as existed on the first date of possession by Sublessee, ordinary wear and tear only excepted; and (ii) without expense to Sublessor or Master Landlord, remove or cause to be removed from the Subleased Premises all debris and rubbish, and such items of trade fixtures, furniture, equipment (including, without limitation, the Existing FF&E as defined below), free-standing cabinet work, cabling, wiring, and other articles of personal property owned by Sublessee or installed or placed by Sublessee at its expense in the Subleased Premises, and such similar articles of any other persons claiming under Sublessee, as Sublessor or Master Landlord may, reasonably require to be removed (collectively, "**Sublessee's Personal Property**"), and Sublessee will repair at its own expense all damage to the Subleased Premises and the Buildings resulting from such removal; and (iii) surrender the Subleased Premises in the condition required under the Prime Lease. If Sublessee fails to remove Sublessee's Personal Property and repair and restore the affected areas as provided in the immediately preceding sentence at the time of surrender of the Subleased Premises, then (a) all such Sublessee's Personal Property shall be considered abandoned and shall become the property of Sublessor, and (b) Sublessor may perform such work, and all costs and expenses incurred by Sublessor in so performing such work and all reasonable and documented costs incurred by Sublessor pursuant to the Prime Lease as a result of Sublessee's breach of its obligations hereunder will be reimbursed by Sublessee to Sublessor within 20 days after Sublessee's receipt of invoice therefor. Upon termination of this Agreement, Sublessor will have the right to re-enter and resume possession of the Subleased Premises.

3.03 **No Right to Hold Over.** Sublessee shall have no right to hold over after the expiration or termination of this Agreement and any such hold over after the expiration or termination of this Agreement shall be a material breach of this Agreement. In the event Sublessee remains in the Subleased Premises after the expiration of earlier termination of this Agreement in violation of this Agreement, such holdover shall not be construed to extend the term of this Sublease, and Sublessee shall be deemed a tenant at will, terminable on five (5) days' notice from Sublessor or Master Landlord.

3.04 **Alterations.** Sublessee will not make any improvements, alterations, additions, or changes to the Subleased Premises (collectively, the "**Alterations**") without the prior written consent of Sublessor and Master Landlord, which will not be unreasonably withheld, except to the extent such Alterations impact or effect building systems or structure in which case Sublessor and Master Landlord may withhold consent to such Alterations in their sole and absolute discretion. Sublessee will comply with all reasonable conditions, rules

and regulations imposed by Sublessor and Master Landlord in connection with the performance of any Alterations. All Alterations, improvements, fixtures and/or equipment that may be permanently affixed in or about the Subleased Premises, from time to time, will be at the sole cost of Sublessee and will be and become the property of Master Landlord and will remain upon and be surrendered with the Subleased Premises at the end of the Term; provided, however, Sublessor or Master Landlord may, by written notice delivered to Sublessee concurrently with the approval of the final working drawings for any Alterations, identify those Alterations that Sublessor or Master Landlord will require Sublessee to remove at the expiration or earlier termination of this Agreement. Sublessor or Master Landlord may also require Sublessee to remove Alterations that Sublessor or Master Landlord did not have the opportunity to approve as provided above. If Sublessor or Master Landlord requires Sublessee to remove any such Alterations, Sublessee, at its sole cost and expense, agrees to remove the identified Alterations on or before the expiration or earlier termination of this Agreement and repair any damage to the Subleased Premises caused by such removal. If Sublessee fails to complete such removal and/or to repair any damage caused by the removal of any Alterations, Sublessor or Master Landlord may do so and may charge the cost thereof to Sublessee. The immediately preceding sentence will survive the expiration or earlier termination of this Agreement.

ARTICLE 4 RENT

4.01 Base Rental. Sublessee hereby agrees to pay to Sublessor, as monthly base rental under this Agreement ("**Base Rental**"), the monthly amount of Forty Thousand Six Hundred Eighty-Two Dollars and 50/100 Dollars (\$40,682.50) (calculated based on an annual rental rate of \$15.00 per rentable square foot, divided into twelve equal monthly installments). Sublessee will pay Base Rental to Sublessor monthly, in advance, without demand, for each and every month during the Term, and prorated on a daily basis for any partial month. Base Rental and Additional Rental is payable commencing as of the Commencement Date; there is no rent abatement provided pursuant to this Agreement. In addition to the foregoing, Sublessee agrees to pay Sublessor the sum of \$6,100 upon the execution of this Sublease

4.02 Increase in Base Rent. The Base Rental payable pursuant to Section 4.01 above, shall increase 3.0% on June 1, 2017. Accordingly, the monthly Base Rental for the period from June 1, 2017 to May 31, 2018 shall be Forty-One Thousand Nine Hundred Two and 98/100 Dollars (\$41,902.98) per month.

4.03 Payment of Rentals. Each monthly installment of Base Rental due to Sublessor under this Agreement will be payable by Sublessee on the Commencement Date and on the first day of each calendar month thereafter occurring during the Term. All payments under this Agreement must be delivered to Sublessor at Sublessor's address set forth in this Agreement or at such other place as Sublessor designates in writing from time to time. If less than all of any calendar month or year occurs during the Term, rents for such month or year will be prorated based on the actual number of days during such month or year occurring within the Term.

4.04 **Additional Rental.** All amounts that are payable by Sublessee to Sublessor pursuant to the terms of this Agreement, other than and in addition to Base Rental, collectively constitute “**Additional Rental**”. In the event that Sublessor shall make any expenditure for which Sublessee is liable under this Sublease (whether as the result of a Sublessee Default or otherwise), the amount thereof shall be deemed Additional Rental and payable by Sublessee to Sublessor with the succeeding installment of Base Rental or, if no installment of Base Rental is payable, within thirty (30) days of Sublessor’s demand therefor, together with interest thereon at the Applicable Rate (as hereinafter defined). The provisions of this Section 4.04 shall survive the expiration or earlier termination of this Agreement for a period of three (3) years.

ARTICLE 5 QUIET ENJOYMENT

5.01 **Covenant of Quiet Enjoyment.** Provided Sublessee has performed all of the terms, covenants, agreements, and conditions of this Agreement, including the payment of rental and all other sums due under this Agreement, Sublessee will peaceably and quietly hold and enjoy the Subleased Premises against Sublessor and all persons claiming by, through, or under Sublessor, but not otherwise, for the term described in this Agreement, subject to the provisions and conditions of this Agreement, the Rules and Regulations attached to the Prime Lease as Exhibit F, and such reasonable additional or modified rules and regulations as Sublessor may subsequently make from time to time.

5.02 **Limitation.** It is understood and agreed that the provisions of Section 5.01 and any and all other covenants of Sublessor contained in this Agreement will be binding upon Sublessor and its successors only with respect to breaches occurring during its and their respective ownership of the Sublessor’s interest under this Agreement. This Agreement is subject to and subordinate to all matters of public record in Davidson County, Tennessee, and all applicable laws.

ARTICLE 6 ASSIGNMENT AND SUBLETTING

6.01 **Restriction.** Sublessee shall not assign, transfer, mortgage, pledge, hypothecate, or encumber this Agreement or any interest in this Agreement or sublet the Subleased Premises or any part thereof, or permit the use of the Subleased Premises by any party other than Sublessee. Any such assignment or subletting without such consent by Sublessor and Master Landlord (which consent may be withheld in Master Landlord’s sole and absolute discretion) will be void.

ARTICLE 7 INDEMNIFICATION AND EXCULPATION

Sublessee acknowledges and agrees that Sublessor will have no responsibility to prevent third party criminal acts. Sublessor will not be liable to Sublessee or any of the Sublessee Parties for any liability or loss to Sublessee or any of the other Sublessee Parties arising out of or in connection with any criminal activity or damage or injury to persons or

property caused by persons gaining access to the Project except to the extent Sublessor's own negligence may contribute thereto; provided, however, in no event will Sublessor be liable for any indirect or consequential losses or damages suffered by Sublessee.

ARTICLE 8 DEFAULTS AND REMEDIES

8.01 Default by Sublessee; Remedies of Sublessor. In case of any failure to pay rent or other sums when due hereunder, or any other breach of this Agreement by Sublessee, or any "Event of Default" under the Prime Lease or under the Master Landlord Consent due to an act or omission of Sublessee, including, without limitation, Sublessee's failure to vacate the Subleased Premises pursuant to section 1(g) thereof (each, a "**Sublessee Default**"), then immediately upon the occurrence of any such Sublessee Default, Sublessor may exercise any and all rights and remedies available under this Agreement, all rights and remedies available to Master Landlord under the Prime Lease, and all rights and remedies available to Sublessor at law or equity, including, without limitation, the following:

(a) Sublessor may terminate this Agreement by notice to Sublessee, which termination shall be effective immediately upon the delivery of such notice, and Sublessee must quit and surrender the Subleased Premises to Sublessor in the condition required in Section 3.02 above, no later than ten (10) days after such termination. Notwithstanding any such termination of this Agreement, Sublessee shall remain fully liable for all of its obligations under this Agreement during any period of time in which Sublessee remains in possession of the Subleased Premises until such time as Sublessee surrenders the Subleased Premises as required hereunder. In addition, Sublessor shall be entitled to reimbursement by Sublessee, immediately upon demand, for the actual loss or costs incurred by Sublessor in connection with this Agreement, including, without limitation, any brokerage commissions paid by Sublessor.

(b) If this Agreement shall have been terminated as provided in this Section 8.01, then Sublessor may re-enter the Subleased Premises, by any lawful means, and remove and dispossess Sublessee and all other persons and any and all property from the same.

(c) If this Agreement shall have been terminated as provided in this Section 8.01, Sublessee shall pay Base Rental hereunder up to the time of such termination, and thereafter Sublessee, until the end of what would have been the Term of this Agreement in the absence of such termination, and whether or not the Subleased Premises shall have been relet, shall be liable to Sublessor for, and shall pay to Sublessor, as liquidated current damages: the Base Rental due hereunder if such termination had not occurred, less the net proceeds, if any, of any reletting of the Subleased Premises, after deducting all expenses in connection with such reletting, including, without limitation, all repossession costs, , advertising, expenses of employees, alteration costs and expenses of preparation for such reletting. Sublessee shall pay such liquidated current damages to Sublessor monthly on the days which the Base Rental would have been payable hereunder if this Agreement had not been terminated.

(d) [Deleted.].

(e) In case of any Sublessee Default, re-entry, expiration and dispossession by summary proceedings or otherwise, Sublessor may, at its option (i) relet the Subleased Premises or any part or parts thereof, either in the name of Sublessor or otherwise, for a term or terms which may at Sublessor's option be equal to, less than, or in excess of the period which would otherwise have constituted the balance of the Term of this Agreement and may grant concessions or free rent to the extent that Sublessor considers necessary or advisable to relet the same, and (ii) make such alterations, repairs and decorations in the Subleased Premises as Sublessor considers necessary or advisable for the purpose of reletting the Subleased Premises; and the making of such alterations, repairs and decorations shall not operate or be construed to release Sublessee from liability hereunder as aforesaid. Sublessee hereby expressly waives any and all rights of redemption granted by or under applicable law in the event of Sublessee being evicted or dispossessed, or in the event of Sublessor obtaining possession of the Subleased Premises, by reason of the violation by Sublessee of any of the terms, covenants or conditions of this Agreement.

(f) Sublessor shall have the right, but not the obligation to pay such sums or do any act which requires the expenditure of monies which may be necessary or appropriate by reason of the failure or neglect of Sublessee to perform any of the provisions of this Agreement or the Master Landlord Consent, regardless of the nature thereof, and in the event of the exercise of such right by Sublessor, Sublessee agrees to pay to Sublessor forthwith upon demand all such sums, together with interest thereon per annum at the lesser of (i) twelve percent (12%), or (ii) the maximum lawful rate, as Additional Rental (the "**Applicable Rate**").

The specified remedies to which Sublessor may resort hereunder are not intended to be exclusive of any remedies or means of redress to which Sublessor may at any time be entitled lawfully, and Sublessor may invoke any remedy (including the remedy of specific performance) allowed at law or in equity as if this Agreement did not provide for specific remedies.

Sublessee shall pay to Sublessor for all reasonable costs incurred in connection with any Sublessee Default, Failure on the part of Sublessor to claim or complain of any action or non-action on the part of Sublessee, no matter how long the same may continue, shall not constitute a waiver by Sublessor of any of its rights hereunder. Further, no waiver at any time of any of the provisions hereof by Sublessor shall be construed as a waiver of any of the other provisions hereof, and a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval of Sublessor to or of any action by Sublessee requiring such consent or approval shall not be construed to waive or render unnecessary Sublessor's consent or approval to or of any subsequent similar act by the other. No payment by Sublessee, or acceptance by Sublessor, of a lesser amount than that due from Sublessee to Sublessor hereunder shall be treated otherwise than as a payment on account of the earliest installment of any payment due from Sublessee hereunder. The acceptance by Sublessor of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Sublessor may accept such check without prejudice to any other rights or remedies which Sublessor may have against Sublessee.

8.02 **[Deleted.]**

8.03 **Prepaid Rent.** On the date of execution of this Agreement, Sublessee will pay in advance the first and last monthly installments of rent under this Agreement in the total amount of Sixty-Nine Thousand One Hundred Ninety-Two and 55/100 Dollars (\$69,192.55) ("**Prepaid Rent**").

ARTICLE 9
INCORPORATION OF TERMS OF PRIME LEASE

9.01 **Subordination to Prime Lease.** This Agreement is subject and subordinate to the Prime Lease. Sublessee shall have no greater rights to the use and occupancy of the Subleased Premises than Sublessor has under the Prime Lease; in particular, Sublessee's Term shall not be greater than Sublessor's lease term under the Prime Lease. Except to the extent that they are inapplicable to, inconsistent with, or modified by, the terms of this Agreement, Sublessee is bound to Sublessor in the same manner as Sublessor is bound to the Master Landlord with respect to all lease provisions, as well as any rules and regulations pursuant to the Prime Lease. Sublessee acknowledges that it has reviewed the Prime Lease and is familiar with the terms and conditions thereof, and shall be subject to the terms thereof as modified by this Agreement.

9.02 **Incorporation of Terms.** For the purposes of incorporation herein, solely as between the Sublessor and the Sublessee, the terms of the Prime Lease are subject to the following modifications:

(a) In all provisions of the Prime Lease (under the terms thereof and without regard to modifications thereof for purposes of incorporation into this Agreement) requiring the approval or consent of Master Landlord, Sublessee shall be required to obtain the approval or consent of both Sublessor and Master Landlord.

(b) Sublessor shall have no obligation to restore or rebuild any portion of the Subleased Premises after any destruction or taking by eminent domain.

(c) With respect to work, services, repairs, restoration, insurance, indemnities, representations, warranties or the performance of any other obligation of Master Landlord under the Prime Lease, the sole obligation of Sublessor will be to request the same in writing from the Master Landlord.

(d) In any case where "Tenant" is to indemnify, release or waive claims against Master Landlord, as between Sublessor and Sublessee, such indemnity, release or waiver will not be deemed to run from Sublessee to both Master Landlord and Sublessor.

(e) Sublessor and Sublessee agree that the following provisions in the Prime Lease shall not apply to Sublessee, it being the intent of the parties that this Agreement shall govern as between Sublessor and Sublessee with respect to such matters:

(i) as between the Sublessor and the Sublessee, provisions in the Prime Lease that require Tenant to indemnify and/or hold harmless Landlord shall not apply to Sublessee.

(ii) provisions in the Prime Lease that require Tenant to procure or maintain insurance shall not apply to Sublessee (except to the extent provided in Section 11.06 of this Agreement).

9.03 Liability. Unless caused by the gross negligence or willful misconduct of Sublessor, Sublessor shall not be liable to Sublessee, or any other person, for any damages or business interruption on account of loss, damage, fire or theft of any personal or business property purchased by or belonging to Sublessee.

ARTICLE 10 MISCELLANEOUS

10.01 Amendment. No amendment, modification, or alteration of the terms of this Agreement will be binding unless the same is in writing, dated subsequent to the date of this Agreement and duly executed by the Parties.

10.02 Headings; Interpretation. Descriptive headings are for convenience only and will not control or affect the meaning or construction of any provision of this Agreement. Whenever the context of this Agreement requires, words used in the singular will be construed to include the plural and vice versa and pronouns of whatsoever gender will be deemed to include and designate the masculine, feminine or neutral gender.

10.03 Counterparts. This Agreement may be executed in a number of identical counterparts which, taken together, will constitute collectively one agreement; but in making proof of this Agreement, it will not be necessary to produce or account for more than one such counterpart. Additionally, (i) the signature pages taken from separate individually executed counterparts of this Agreement may be combined to form multiple fully-executed counterparts; and (ii) a facsimile signature page or an electronically scanned signature page will be deemed to be an original signature for all purposes. All executed counterparts of this Agreement will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same agreement.

10.04 Notices. All notices, consent, requests, instructions, approvals, and other communications provided for in this Agreement and all legal process in regard to this Agreement will be validly given, made or served, if in writing and delivered personally or sent by United States certified or registered mail, postage prepaid, return receipt requested, if to:

Sublessor:

Active Network, LLC
Attn: Greg Ingino, Chief Information Officer
717 N. Harwood Street, Ste. 2500
Dallas, TX 75201

With a copy to:

Active Network, LLC
Attn: Jeff Lambert, Chief Legal Officer
717 N. Harwood Street, Ste. 2500
Dallas, TX 75201

With a copy to:

Gresham Savage Nolan & Tilden, PC
Attn: J. Matthew Wilcox, Esq.
550 E. Hospitality Lane, Ste. 300
San Bernardino, CA 92408

All notices, except legal process, shall be delivered to Sublessee as follows:

The Metropolitan Government of
Nashville and Davidson County
Attn: Director of Public Property Administration
P. O. Box. 196300
Nashville, TN 37219-6300

Hand delivery address:
Attn: Director of Public Property Administration
Metropolitan Government of Nashville and Davidson County
700 2nd Avenue South, Suite 310
Nashville, TN 37210

Legal process directed to the Metropolitan Government of Nashville and
Davidson County shall be served via hand delivery to:

The Metropolitan Government of
Nashville and Davidson County
Attn: Director of Law
Department of Law
Metropolitan Historic Courthouse, Suite 108
1 Public Square
Nashville, TN 37201

Or to such other addresses as any Party may, from time to time, designate in writing delivered in a like manner.

10.05 Sublessor's Access. Sublessor or its agents may enter the Subleased Premises at any time and for any reason, but Sublessor agrees to use reasonable efforts not to unreasonably disturb Sublessee's use of the Subleased Premises. To the extent practicable, and excepting any entry for emergencies, Sublessor agrees to provide Sublessee reasonable notice prior to any such entry.

10.06 Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns in accordance with the terms of this Agreement. Sublessee shall not assign this Agreement or any of its rights to the Subleased Premises, without Sublessor's consent, which consent may be withheld in Sublessor's sole and absolute discretion.

10.07 Time of the Essence. Time is of the essence in the performance by Sublessee of its obligations under this Agreement.

10.08 [Deleted.]

10.09 Waivers. Any failure by a Party to insist, or any election by a Party not to insist, upon strict performance by the other Party of any of the terms, provisions, or conditions of this Agreement will not be deemed to be a waiver thereof or of any other term, provision, or condition of this Agreement, and such Party will have the right at any time or times thereafter to insist upon strict performance of any and all of the terms, provisions, and conditions of this Agreement.

10.10 Remedies Cumulative; Applicable Law. All rights and remedies of the parties under this Agreement will be cumulative and none will exclude any other rights or remedies allowed by law. This Agreement will be construed according to the laws of the State of Tennessee.

10.11 Entire Agreement. The terms and provisions of all schedules and exhibits described in this Agreement and attached to this Agreement are hereby made a part of this Agreement for all purposes. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement, and all prior correspondence, memoranda, agreements or understandings (written or oral) with respect to this Agreement are merged into and superseded by this Agreement.

10.12 Authority. Sublessee warrants, represents, and covenants that (a) it is a duly organized and existing legal entity under the laws of the state in which it is organized, and in good standing in the State of Tennessee, (b) it has full right and authority to execute, deliver, and perform this Agreement, (c) the person executing this Agreement on behalf of Sublessee was authorized to do so, and (d) upon request of Sublessor, Sublessee will deliver to Sublessor satisfactory evidence of the due authorization, execution, and delivery of this Agreement by Sublessee.

10.13 Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance, will to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each provision of this Agreement will be valid and will be enforceable to the extent permitted by law.

10.14 No Recording. This Agreement (including any exhibits to this Agreement) will not be recorded.

ARTICLE 11 SPECIAL PROVISIONS

11.01 Parking. Sublessee will be entitled to utilize five (5) surface parking spaces per one thousand (1,000) square feet of the Subleased Premises on a non-exclusive and unreserved basis free of charge during the term of the Sublease.

11.02 Brokerage Commissions. Sublessee represents and warrants that no commission or finder's fee is due to any broker as a representative of Sublessee.

11.03 Existing FF&E. Appurtenant to Sublessee's sublease of the Subleased Premises, during the Term, Sublessee will have the right to use, free of charge, the existing furniture, fixtures, cabling, and equipment located within the Subleased Premises (the "**Existing FF&E**"). Sublessee will accept the Existing FF&E in its present condition, "**AS IS**" and "**WITH ALL FAULTS**". Sublessee acknowledges that neither Sublessor, nor any employee, agent, representative, or contractor of Sublessor, has made any representations with respect to the condition of the Existing FF&E or the suitability of the same for Sublessee's purposes, and Sublessor disclaims any and all warranties, express or implied, with respect to the Existing FF&E. Sublessee will have no right to grant a security interest in the Existing FF&E or otherwise pledge the Existing FF&E as collateral for any loan. Upon the expiration of the Sublease Term, Sublessee must purchase the Existing FF&E, but specifically excluding the eight (8) to ten (10) cubicles located on the second floor of the Subleased Premises and owned by Master Landlord, for the sum of One Dollar and No/100 (\$1.00).

11.04 Standard Tenant Services. Pursuant to Paragraph 8 of the Prime Lease, subject to all governmental rules, regulations and guidelines applicable thereto, Master Landlord shall provide heating, ventilation and air conditioning and lighting (referred to therein as "**Building Standard Services**") when necessary for normal comfort for normal office use in the Subleased Premises from 7:00 a.m. to 6:00 p.m. Monday through Friday and 8:00 a.m. to 1:00 p.m. on Saturday (collectively the "**Building Operating Hours**"), except for nationally and locally recognized holidays designated in the Prime Lease. Sublessee shall have access to Building Standard Services outside of the Building Operating Hours subject to the terms of the Prime Lease. In addition, Master Landlord shall provide janitorial service to the Subleased Premises pursuant to the terms of the Prime Lease.

11.05 Signage. All sign installation must comply with the requirements set forth in Paragraph 10 of the Prime Lease. Sublessor agrees to coordinate with Master Landlord to obtain consent for Sublessee to install reasonable signage for the Subleased Premises.

11.06 Sublessee's Insurance. Sublessee hereby advises Sublessor that Sublessee shall self-insure against the risks of loss which would be covered by commercial general liability insurance, workers compensation insurance and automobile liability insurance. Sublessee shall be responsible for any losses or liabilities which would have been assumed by the insurance company or companies which would have issued such policies. Sublessee's liability in tort is governed by the provisions of the Governmental Tort Liability Act, Sublessee has a self-insurance against such claims which only covers claims and losses against Sublessee.

11.07 [Deleted.]

11.08 Maintenance of Records. Sublessor shall maintain documentation for all charges under this Agreement against Sublessee. The books, records, and documents of Sublessor insofar as they relate to work performed or money received under this Agreement, must be maintained for period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by Sublessee or its duly appointed representative. The records shall be maintained in accordance with generally accepted accounting principles.

11.09 Employment. Sublessor affirms that it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, dismissal or laying off of any individual due to his race, creed, color, national origin, age, sex, or handicapping condition.

11.10 Contingent Fees. Sublessor hereby represents that Sublessor has not been retained or retained any persons to solicit or secure a Metropolitan Government contract upon agreement or understanding for a contingent commission, percentage, or brokerage fee, except for Sublessor's broker for this transaction, CBRE, Inc., and except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

11.11 Gratuities and Kickbacks. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee of the Metropolitan Government or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefor. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract with the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

11.12 Commencement Date. This Agreement shall not be binding upon the parties until it has been signed first by the Sublessor then by the representatives of the Metropolitan Government of Nashville and Davidson County. The Commencement Date is the date set forth in Section 3.01.

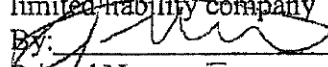
[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned Sublessor and Sublessee have executed this Agreement effective as of _____, 2016.

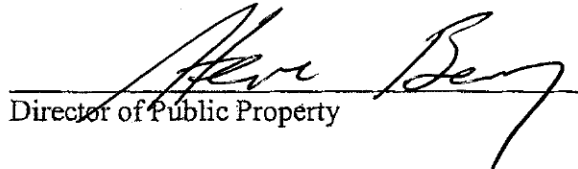
SUBLESSOR:

ACTIVE NETWORK, LLC, a Delaware
limited liability company

By: 
Printed Name: JASON MITCHELL
Title: VP OPERATIONS

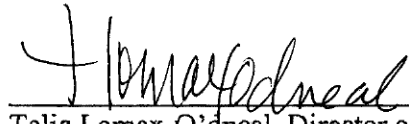
SUBLESSEE:

THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY:


Director of Public Property

FUNDS:

APPROVED AS TO AVAILABILITY OF


Talia Lomax-O'dneal, Director of Finance

APPROVED AS TO FORM AND LEGALITY:

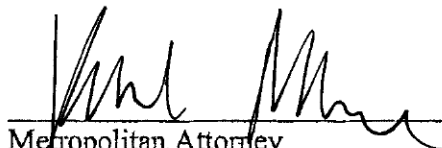

Metropolitan Attorney

EXHIBIT "A"
SUBLEASED PREMISES

[please see attached]

EXHIBIT "A-1"

PRIME LEASE

[please see attached]

EXHIBIT "B"

MASTER LANDLORD CONSENT

[please see attached]

EXHIBIT "A"
LEASE AGREEMENT

[please see attached]

**DONELSON CORPORATE CENTRE
OFFICE LEASE AGREEMENT
BUILDING TWO**

THIS LEASE is made and entered into on this 7th day of September 1999, by and between Donelson Corporate Centre, L.P., a Tennessee Limited Partnership, ("Landlord"), and Automated License Systems, LLC a Tennessee Limited Liability Company ("Tenant") and James P. Wilson III and Sarah S. Wilson ("Limited Guarantors").

1. Leased Premises

Subject to and upon the terms hereinafter set forth, and in consideration of the sum of Ten Dollars (\$10.00) and the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, Landlord does hereby lease and demise to Tenant and Tenant does hereby lease and take from Landlord those certain premises consisting of twenty thousand ~~seven hundred ninety-two~~ ^{thirty-nine} (20,439) square feet* of Rentable Area (the "Demised Premises") located on the third floor of Building Two (consisting of a total of 45,597 Rentable Square Feet) located at 3055 Lebanon Road, Suite 2300 in Davidson County, Tennessee (the "Building"), and more particularly described in Exhibit A, attached hereto and incorporated herein by this reference. The Building is part of a complex known as Donelson Corporate Centre (the "Project"). The project contains 228,109 rentable square feet.

* Tenant shall occupy not less than 16,439 rentable square feet not later than the commencement date and begin paying rent thereon ninety days next following the commencement date. The occupancy of the remaining 4,000 square feet shall occur not later than twelve months next following the commencement date (the "takedown space") at times elected by Tenant. Tenant shall notify Landlord of Tenant's intention to occupy some or all of the takedown space not less than 120 days prior to the date Tenant intends to occupy said space. The tenant improvement allowance on the takedown space shall be paid at the time said space is occupied.

a. "Rentable Area" as used herein, shall refer to (i) the total square footage of all floor area measured from the inside of the dominant portion of the exterior wall of the Building and to the mid-point of walls separating the Premises from areas leased to or held for lease to other tenants (the "Usable Area as defined by BOMA"), plus (ii) an allocation of the square footage of the Interior Common Areas; plus (iii) for multi-tenant floors, an allocation of the square footage of the On-Floor Common Areas. No deductions from Rentable Area shall be made for columns or projections.

b. "Interior Common Areas" shall mean those areas within the Building's elevator machine rooms, mechanical rooms, public lobbies and other areas not leased or held for lease within the Building but which are reasonably necessary for the proper operation of the Building.

[Handwritten signature]
[Handwritten signature]

The allocation of the square footage of the Interior Common Areas shall be equal to the total square footage of the Interior Common Areas multiplied by a fraction, the numerator of which is the Usable Area of the Premises and the denominator of which is the total of all Usable Area contained in the Building.

c. "On-Floor Common Areas" shall mean those areas within public corridors, elevator foyers, rest rooms, , janitor closets, telephone and equipment rooms, and other similar facilities for the use of all tenants on the floor on which the Premises are located. The allocation of the square footage of the On-Floor Common Areas shall be equal to the total square footage of the On-Floor Common Areas on said floor multiplied by a fraction, the numerator of which is the is the Usable Area of the Premises and the denominator of which is the total of all Usable Area contained on the applicable floor.

d. Tenant's taking possession of the Premises or any portion thereof shall be conclusive evidence against Tenant that such portion of the Premises was then in good order and satisfactory condition, excepting those items set forth on a written punch list delivered by Tenant to Landlord within thirty calendar days next following Tenant's taking possession and latent defects, if any. Tenant acknowledges that no promise by or on behalf of Landlord, any of Landlord's beneficiaries, the managing agent of the Building, the leasing agent of the Building or any of their respective agents, partners or employees to alter, remodel, improve, repair, decorate or clean the Premises has been made to or relied upon by Tenant, and that no representation respecting the condition of the Premises or the Building by or on behalf of Landlord, any of Landlord's beneficiaries, the managing agent of the Building, the leasing agent of the Building or any of their respective agents, partners or employees has been made to or relied upon by Tenant, except to the extent expressly set forth in this Lease.

2. Term. Subject to and upon the terms and conditions set forth herein, or in any exhibit hereto, the term of this Lease shall commence on the Commencement Date and shall expire eighty seven (87) months after the Commencement Date at 6:00 P.M. "Commencement Date" shall mean the earlier of (i) thirty (30) days next following the date Landlord delivers possession of the Premises to Tenant with all of Landlord's Work, as such term is defined in Exhibit B, substantially completed; or (ii) the date upon which Tenant commences conducting its business from all or any portion of the Premises. Following the Commencement Date, the parties shall execute Exhibit C, attached hereto and incorporated herein, which shall contain an acknowledgment of the date upon which the Commencement Date of this Lease occurred.

Notwithstanding anything contained herein to the contrary and provided that (i) this Lease is executed by Tenant and returned to Landlord not later than September 25; and, (ii) Tenant requests no material changes to Landlord's work as set forth in Exhibit B herein, then if Landlord is unable to deliver possession of the Premises with all of the Landlord's work, as such term is defined in Exhibit B, substantially completed by February 15, 2000, then the commencement date shall be delayed until April 15, 2000.

Renewal Option. Tenant is granted the option to extend the term of this Lease for one (1) consecutive extended term of Five (5) years, provided that (a) Tenant is not in

FF
J. R. [Signature]

default at the time of exercise of the option; and, (b) Tenant gives written notice of its intent to exercise the option at least 180 days prior to the expiration of the original term. The extension shall be on the same terms and conditions as this lease except (i) Tenant shall have no further right of renewal after the extension term proscribed above; and, (ii) the Rent shall be adjusted to the then prevailing market rate for comparable facilities in the Airport North submarket.

Right of First Refusal. Tenant is granted the ongoing right of first refusal (until said space is leased for the first time) to expand into an adjacent 10,000 square feet to the rear of their space on the second floor of Building Three . Landlord shall provide Tenant written notice of Landlord's intent to lease said space to another party. Tenant shall have a period of twenty days to notify Landlord of Tenant's intent to exercise Tenant's right of first refusal upon the same terms and conditions as are contained in the third party's offer to lease said space.

3. Use . The Premises are to be used and occupied solely for the purpose of office space and for no other purpose. Tenant shall not do or permit anything to be done in or about the Premises that will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or injure or annoy them, or use or allow the Premises to be used for any improper, immoral, disreputable or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance or waste in, on or about the Premises. Tenant shall not use or permit the use of any portion of the Premises as sleeping quarters, lodging rooms, or for any unlawful purposes. Tenant shall not install any radio or television or other similar device exterior to the Premises.

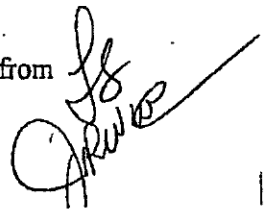
4. Rent. Commencing on the date 90 days next following the Commencement Date and continuing thereafter throughout the full term of this Lease, Tenant hereby agrees to pay the Base Rental in accordance with the schedule attached hereto as Exhibit D., and Additional Rental (as defined below). The Base Rental and Additional Rental shall be due and payable in advance in equal monthly installments on the first (1st) day of each calendar month at Landlord's address as provided herein (or such other address as may be designated by Landlord from time to time). If the Commencement Date is other than the first day of a calendar month or if this Lease expires on other than the last day of a calendar month, then the installments of Base Rental and Additional Rental for such month or months shall be prorated.

5. Additional Rental. Landlord shall absorb and be responsible for paying Operating Expenses during the first calendar year of this lease; and, Landlord shall absorb and be responsible for any other calendar year to the extent such Operating Expenses in any other calendar year are less than or equal to Four Dollars and Fifty Cents per square foot of Rentable Area (the "Expense Stop"). "Additional Rental" for any calendar year shall mean Tenant's Percentage Share of the Operating Expenses for such calendar year in excess of the Expense Stop. "Tenant's Percentage Share" shall mean a fraction, the numerator of which is the total number of square feet of Rentable Area within the Premises (20,439) and the denominator of which is the greater of (i) ninety-five percent (95%) of the total square footage of all Rentable Area in the Building; or (ii) the total square footage of all Rentable Area in the Building actually leased to rent paying tenants.

a. Landlord shall present to Tenant prior to the beginning of each calendar year (or for the calendar year in which the Lease term commences, on the Commencement Date) a statement of Tenant's estimated Additional Rental. Landlord's failure to deliver such a statement of Tenant's estimated Additional Rental shall not operate to excuse Tenant from the payment of the monthly installment of Additional Rental. Rather, Tenant shall continue to pay the monthly installment of Additional Rental based on Landlord's most recent calculation thereof until such a statement is delivered to Tenant, with such statement being applied retroactively to the beginning of the calendar year and Tenant making up any under payments immediately upon its receipt of such statement. Landlord may from time to time, but not more than once during any consecutive 12 calendar month period, recalculate Tenant's estimated Additional Rental in order to more accurately reflect Landlord's good faith estimate of Tenant's Additional Rental, and Tenant shall commence paying the recalculated Additional Rental immediately after receiving notice thereof.

b. Landlord shall provide to Tenant, within one hundred twenty (120) days after the end of each calendar year, a statement detailing the Operating Expenses for each such calendar year (the "Annual Operating Expense Statement"). In the event that Tenant's estimated Additional Rental payments exceed Tenant's actual Additional Rental for said calendar year, Landlord shall pay Tenant (in the form of a credit against rentals next due or, should the overage exceed one month's base rental or in the case of the expiration of this Lease, then in the form of Landlord's check) an amount equal to such excess. In the event that Tenant's actual Additional Rental exceeds Tenant's estimated Additional Rental payments for said calendar year, Tenant hereby agrees to pay Landlord, within thirty (30) days of receipt of the statement, an amount equal to such difference.

c. Tenant, at Tenant's sole cost and expense, shall have the right, to be exercised by written notice given to Landlord within sixty (60) days after receipt of the Annual Operating Expense Statement for any calendar year, to audit Landlord's books and records pertaining only to the Operating Expenses for such calendar year, provided such audit must commence within thirty (30) days after Tenant's notice to Landlord and thereafter proceed regularly and continuously to conclusion and, provided, further, that such audit must be conducted by Lattimore, Morgan, Black and Cain or a nationally recognized independent public accounting firm in a manner that does not unreasonably interfere with the conduct of Landlord's business. Notwithstanding the foregoing, Tenant shall not have the right to audit Landlord's books and records regarding the Operating Expenses for any calendar year if there exists an Event of Default or any circumstance exists that with the giving of notice, the passage of time, or both, would constitute an Event of Default. Tenant (and its agents, employees and accountants) shall hold the results of such audit in strict confidence and not disclose the same to any third party, except as is necessary during any dispute between Landlord and Tenant related thereto or as required by law. A copy of the results of any such audit shall be promptly provided to Landlord, and Landlord may conduct an independent review of the same. If there is any disagreement regarding the results of any such audit, the parties shall select a third party auditor to resolve the dispute. Tenant shall not employ any person or entity to audit Landlord's books and records whose compensation is based, in whole or in part, on a contingency fee or the results of the audit. Provided that Tenant's audit discloses a variance of greater than five (5%) per cent from

A handwritten signature in black ink, appearing to read "J. J. [unclear]". The signature is written in a cursive style and is located in the bottom right corner of the page.

the Annual Operating Expense Statement, Landlord shall reimburse Tenant for the reasonable cost of the audit.

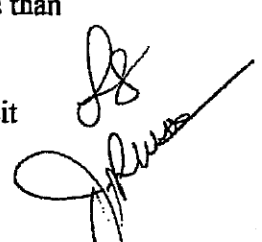
6. Operating Expenses.

a. "Operating Expenses", for each calendar year, shall consist of (i) all Operating Costs for the Building; plus (ii) the proportionate share of the ownership, management, maintenance, repair, replacement and operating costs accruing during each such calendar year for the common areas in the Project allocable to the Building.

b. "Operating Costs" shall mean all expenses, costs and accruals (excluding therefrom, however, specific costs billed to or otherwise incurred for the particular benefit of specific tenants of the Building) of every kind and nature, computed on an accrual basis, incurred or accrued in connection with, or relating to, the ownership, operation, management, maintenance, repair and replacement of the Building and interior and exterior common areas serving the Building during each calendar year, including, but not limited to the following: wages and salaries (including taxes, insurance and benefits) of all on and off-site employees; supplies; tools; equipment; utilities; trash removal; snow and ice removal; maintenance, management and service agreements; inspections; legal and accounting services relating to management and maintenance of the Building; insurance (including all deductible and co-insurance payments made by Landlord in connection therewith); reasonable replacement reserves per BOMA standards (but excluding other items classified as capital costs per Generally Accepted Accounting Procedures "GAAP"); maintaining, striping, repairing, replacing, repaving and lighting grounds, streets, parking areas, sidewalks, curbs and walkways, landscaping, drainage and lighting facilities; and all taxes, assessments and governmental charges, whether or not directly paid by Landlord, attributable to the Building or said common areas, together with consultation, legal fees and costs resulting from any challenge of tax assessments (but excluding federal and state income taxes, franchise taxes, and other taxes imposed on the income of Landlord).

c. Notwithstanding any language contained herein to the contrary, Tenant hereby agrees that, during any calendar year in which the entire Building is not provided with Building Standard Services or is not completely occupied, Landlord shall compute all Variable Operating Costs (defined below) for such calendar year as though the entire Building were provided with Building Standard Services and were completely occupied. For purposes of this Lease the term "Variable Operating Costs" shall mean any operating cost that is variable with the level of occupancy of the Building (e.g. utilities and cleaning services). In the event that Landlord excludes from "Operating Costs" any specific costs billed to or otherwise incurred for the particular benefit of specific tenants of the Building or to other buildings or projects on the Land, Landlord shall have the right to increase "Operating Costs" by an amount equal to the cost of providing standard services similar to the services for which such excluded specific costs were billed or incurred. In no event shall Landlord receive from all tenants of the Building more than one hundred percent (100%) of any Operating Costs.

7. Security Deposit. Tenant hereby agrees to pay to Landlord a security deposit



equal in amount to one month(s) Base Rental on the day this Lease is executed by Tenant (the "Security Deposit"). Upon the occurrence of any Event of Default by Tenant, Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrears of Rental, including, but not limited to, the cost of any damage, injury, expense, or liability caused by any Event of Default by Tenant hereunder. Any remaining balance of the Security Deposit shall be returned by Landlord to Tenant within a reasonable period of time after the termination or expiration of this Lease and the satisfaction of Tenant's obligations hereunder. The Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Tenant shall not be entitled to receive and shall not receive any interest on the Security Deposit, and Landlord may commingle the same with other monies of Landlord. In the event Landlord applies the Security Deposit or any portion thereof to the payment of any sum described above and this Lease is not terminated, Tenant shall immediately deposit with Landlord an amount of money equal to the amount so applied and such amount shall be deemed to be part of the Security Deposit. In the event of a sale or transfer of Landlord's interest in the Premises or the Building, Landlord shall have the right to transfer the Security Deposit to the purchaser or lessor, as the case may be, and upon any such transfer Landlord shall be relieved of all liability to Tenant for the return of the Security Deposit, and Tenant shall look solely to the new owner or lessor for the return of the Security Deposit.

8. Services. Landlord shall furnish the following services to Tenant during the term of this Lease ("Building Standard Services"):

a. Hot and cold domestic water and common use rest rooms and toilets at locations provided for general use, in such amounts as are reasonably determined by Landlord.

b. Subject to curtailment as required by governmental laws, rules or mandatory regulations, central heat and air conditioning as reasonably required.

c. Electric lighting service for all public areas and special service areas of the Building in such amounts and locations as are reasonably determined by Landlord.

d. Janitor service five (5) days per week, exclusive of holidays, in such manner as Landlord reasonably determines; provided, however, if Tenant's floor coverings or other improvements are other than Building standard, Tenant shall pay one hundred and fifteen percent (115%) of the actual additional cleaning cost, if any, attributable thereto.

e. Access control for the Building to the extent and in the manner reasonably determined by Landlord; provided, however, Landlord shall have no responsibility to prevent, and shall not be liable to Tenant for, any liability or loss to Tenant, its agents, employees and visitors arising out of losses due to theft, burglary, or damage or injury to persons or property caused by persons gaining access to the Premises, and Tenant hereby releases Landlord from all liability for such losses, damages or injury.

f. Sufficient electrical capacity to operate (i) incandescent lights, typewriters,



calculating machines, photocopying machines and other machines of similar low voltage electrical consumption (120/208 volts), provided that the total rated electrical design load for said lighting and machines of low electrical voltage shall not exceed eight (8.00) watts per square foot of Usable Area; and (ii) lighting and equipment of high voltage electrical consumption (277/480 volts), provided that the total rated electrical design load for said lighting and equipment of high electrical voltage shall not exceed eight (8.00) watts per square foot of Usable Area. If Tenant's electrical consumption exceeds the foregoing standards, then Landlord shall have the right to install a separate meter for the Premises at Tenant's expense, such that Tenant shall be billed the costs associated with electricity consumed in excess of Building standard. If Tenant requires that certain areas within the Premises operate in excess of the normal Building Operating Hours (as defined in Exhibit E), the electrical service to such areas shall be separately circuited and metered such that Tenant shall be billed the costs associated with electricity consumed during hours other than Building Operating Hours.

g. Building standard fluorescent bulb replacement in all areas and all incandescent bulb replacement in General Common Areas and On-Floor Common Areas.

h. Non-exclusive multiple cab passenger service to the Premises during Building Operating Hours (as defined in Exhibit E) and at least one (1) cab passenger service to the Premises twenty-four (24) hours per day.

i. Failure by Landlord to furnish the services described in this Section, or any cessation thereof, shall not render Landlord liable for damages to either person or property, nor be construed as an eviction of Tenant, nor work an abatement of rent, nor relieve Tenant from fulfillment of any covenant or agreement hereof. In addition to the foregoing, should any of the equipment or machinery, for any cause, fail to operate, or function properly, Tenant shall have no claim for rebate of rent or damages on account of an interruption in service occasioned thereby or resulting therefrom; provided, however, Landlord agrees to use reasonable efforts to repair said equipment or machinery promptly and to restore said services.

9. Keys and Locks . Landlord shall furnish Tenant with two (2) keys for each Building standard lockset on code required doors entering the Premises from public areas. Additional keys will be furnished by Landlord upon an order signed by Tenant and at Tenant's expense. All such keys shall remain the property of Landlord. No additional locks shall be allowed on any door of the Premises without Landlord's permission, and Tenant shall not make or permit to be made any duplicate keys. Upon termination of this Lease, Tenant shall surrender to Landlord all keys to any locks on doors entering or within the Premises, and give to Landlord the explanation of the combination of all locks for safes, safe cabinets and vault doors, if any, in the Premises.

10. Graphics, Building Directory and Name . Landlord shall provide and install all graphics, letters, and numerals at the entrance to the Premises and strips (based on the ratio that the Net Rentable Area of the Premises bears to the total Net Rentable Area of the Building) containing a listing of Tenant's name on the Building directory board to be placed in the main lobby of the Building. All such letters and numerals shall be in the Building standard graphics.

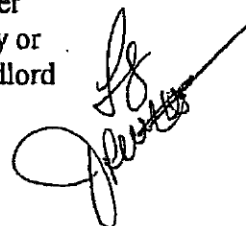
Tenant agrees that Landlord shall not be liable for any inconvenience or damage occurring as a result of any error or omission in any directory or graphics. No signs, numerals, letters or other graphics shall be used or permitted on the exterior of, or may be visible from outside, the Premises, unless approved in writing by Landlord.

11. Parking. Tenant shall have the non-exclusive right to use the parking lot serving the Building. Landlord may make, modify and enforce reasonable rules and regulations relating to the parking of vehicles, and Tenant agrees to abide by such rules and regulations. This Lease does not grant Tenant (or its agents, employees, contractors and visitors) the exclusive right to use any parking areas serving the Building. Landlord may, from time to time, designate specific portions of the parking lot as reserved areas, and Tenant shall have no right to park in such reserved areas. Landlord shall provide on a non-exclusive basis five parking spaces per thousand rentable square feet of building for the entire Project.

12. Entry for Repairs and Inspection. Tenant shall permit Landlord and its contractors, agents or representatives to enter into and upon any part of the Premises during reasonable hours to inspect or clean the same, make repairs, alterations or additions thereto, and, upon reasonable prior notice to Tenant, for the purpose of showing the same to prospective tenants or purchasers. Landlord shall use its reasonable efforts not to interfere materially with the operation of Tenant's business during any such entry.

13. Laws and Regulations; Encumbrances; Rules of Building. Tenant shall comply with, and Tenant shall cause its employees, contractors and agents to comply with, and shall use its best efforts to cause its visitors and invitees to comply with, (i) all laws, ordinances, orders, rules and regulations of all state, federal, municipal and other governmental or judicial agencies or bodies relating to the use, condition or occupancy of the Premises, (ii) all recorded easements, operating agreements, parking agreements, declarations, covenants and instruments encumbering the Premises, and (iii) the rules of the Building reasonably adopted and altered by Landlord from time to time for the safety, care and cleanliness of the Premises and Building and for the preservation of good order therein. The initial rules of the Building are attached hereto and incorporated herein as Exhibit F.

14. Hazardous Substances. Tenant shall comply, at its sole expense, with all laws, ordinances, orders, rules and regulations of all state, federal, municipal and other governmental or judicial agencies or bodies relating to the protection of public health, safety, welfare or the environment (collectively, "Environmental Laws") in the use, occupancy and operation of the Premises. Tenant agrees that no Hazardous Substances shall be used, located, stored or processed on the Premises or be brought onto any other portion of the Building by Tenant or any of its agents, employees, contractors, assigns, subtenants, guest or invitees, and no Hazardous Substances will be released or discharged from the Premises. The term "Hazardous Substances" shall mean and include all hazardous and toxic substances, waste or materials, any pollutant or contaminant, including, without limitation, PCB's, asbestos and raw materials that include hazardous constituents or any other similar substances or materials that are now or hereafter included under or regulated by any Environmental Laws or that would pose a health, safety or environmental hazard. Tenant hereby agrees to indemnify, defend and hold harmless Landlord



from and against any and all losses, liabilities (including, but not limited to, strict liability), damages, injuries, expenses (including, but not limited to, court costs, litigation expenses, reasonable attorneys' fees and costs of settlement or judgment), suits and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, Landlord by any person, entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence in or the escape, leakage, spillage, discharge, emission or release from the Premises of any Hazardous Substances or the presence of any Hazardous Substances placed on or discharged from the Building by Tenant or any of its agents, employees, contractors, assigns, subtenants, guest or invitees.

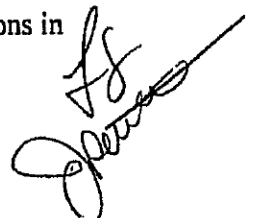
15. Tenant Taxes. Tenant shall pay promptly when due all taxes directly or indirectly imposed or assessed upon Tenant's gross sales, business operations, machinery, equipment, trade fixtures and other personal property or assets, whether such taxes are assessed against Tenant, Landlord or the Building. In the event that such taxes are imposed or assessed against Landlord or the Building, Landlord shall furnish Tenant with all applicable tax bills, public charges and other assessments or impositions and Tenant shall forthwith pay the same either directly to the taxing authority or, at Landlord's option, to Landlord.

16. Leasehold Improvements.

a. Tenant shall receive a tenant improvement allowance of \$18.00 per rentable square foot (the "Allowance"). Landlord will prepare the Premises in accordance with Tenant's approved plans; provided, however, Landlord shall not be required (nor shall Tenant be allowed) to install any improvements that are not compatible with Landlord's plans and specifications for the Building or which are not approved by Landlord or Landlord's architect. The cost of any Tenant Improvements in excess of \$18.00 per rentable square foot shall be borne by Tenant in accordance with the terms of the Work Letter Agreement attached hereto as Exhibit "B".

b. If for any reason the Premises should not be ready for occupancy by the Commencement Date, Landlord shall not be liable or responsible for any claims, damages or liabilities in connection therewith or by reason thereof. Notwithstanding the above, Landlord recognizes that time is of the essence for Tenant to occupy the premises by the Commencement Date stated herein. Landlord will use its best efforts to take, or cause to be taken, any and all reasonable and necessary steps within Landlord's dominion and control to ensure that the leasehold improvements as set forth on the construction documents prepared by Design Collective and dated August 10, 1999 are complete so as to allow Tenant occupancy by the Commencement Date. Should Landlord have cause for concern as to the timely substantial completion of the leasehold improvements as set forth herein, it shall notify Tenant accordingly and permit Tenant the opportunity to prioritize, to the extent practicable, the work on leasehold improvements to facilitate Tenant's possession and occupancy with functionality of the premises most critical to Tenant's business operations. Tenant shall notify Landlord in timely fashion of the improvements most critical to Tenant's operation.

c. Tenant shall not make or allow to be made any alterations or physical additions in or to the Premises, or place safes, vaults or other heavy furniture or equipment within the



ORDINANCE NO. BL2016-250

An ordinance authorizing the Director of Public Property to enter into a Sublease Agreement (attached as Exhibit 1) and a Consent by Lessor to Sublease Agreement (attached as Exhibit B to the Sublease Agreement) with Active Network, LLC (“Sublessor”) and Donelson Corporate Centre, L.P. (“Lessor”) for temporary office space at 3055 Lebanon Pike, Nashville, Tennessee. (Proposal No. 2016M-012PR-001).

WHEREAS, Donelson Corporate Centre, L.P. owns certain property located at 3055 Lebanon Pike; and,

WHEREAS, The Metropolitan Government of Nashville and Davidson County has determined that this property is needed to provide space for offices for the Metropolitan Nashville Police Department; and,

WHEREAS, The Metropolitan Government and Active Network, LLC have negotiated the sublease agreement attached hereto as Exhibit 1; and,

WHEREAS, The Metropolitan Government, Donelson Corporate Centre, L.P., and Active Network, LLC have negotiated the Consent by Lessor to Sublease Agreement attached hereto as Exhibit 2; and,


WHEREAS, entering into this Sublease Agreement and Consent by Lessor to Sublease Agreement is in the best interest of the citizens of the Metropolitan Government.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

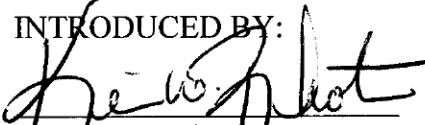
Section 1. The Director of Public Property is hereby authorized to execute said Sublease Agreement (as described in attached Exhibit 1) and said Consent by Lessor to Sublease Agreement (as described in attached Exhibit B to the Sublease Agreement).

Section 2. This ordinance shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

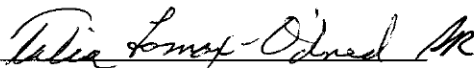
RECOMMENDED BY:

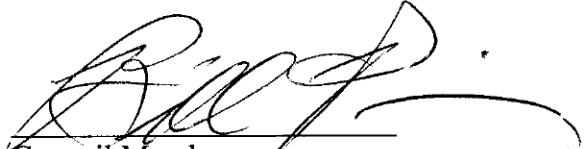

Steve Berry, Director
Public Property Administration

INTRODUCED BY:


Council Member

AVAILABILITY OF FUNDS:


Talia Lomax-O'dneal
Director of Finance


Council Member


Council Member

APPROVED AS TO FORM AND LEGALITY:


Metropolitan Attorney



EXHIBIT "1"

SUBLEASE AGREEMENT

[please see attached]

SUBLEASE AGREEMENT

This Sublease Agreement (“**Agreement**”) is made and entered into as of this ___ day of _____, 2016, by and between ACTIVE NETWORK, LLC, a Delaware limited liability company and successor in interest to THE ACTIVE NETWORK, INC., a Delaware corporation, for all purposes set forth herein (“**Sublessor**”), and THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, a metropolitan government, organized and existing under the laws of the State of Tennessee (“**Sublessee**”):

**ARTICLE 1
DEMISE AND DESCRIPTION**

1.01 Grant of Sublease. Subject to and upon the terms and conditions set forth in this Agreement, during the Term (as defined in Section 3.01), Sublessor hereby grants a sublease right to Sublessee to use the Subleased Premises (defined below) for general office purposes only and for no other purposes whatsoever. The “**Subleased Premises**” means approximately 32,546 rentable square feet, consisting of (a) an approximately 20,439 rentable square foot portion of the third floor, (b) an approximately 6,829 rentable square foot portion of the second floor, and (c) an approximately 5,278 rentable square foot portion of the first floor, located in the building commonly known as Donelson Corporate Centre II, 3055 Lebanon Road, in the City of Nashville, County of Davidson, State of Tennessee, depicted on Exhibit “A”, attached hereto and incorporated herein by reference. Sublessor currently leases the Subleased Premises from Donelson Corporate Centre, L.P., a Tennessee limited partnership (“**Master Landlord**”), pursuant to an office lease with Sublessor dated September 24, 1999, as amended by that certain First Amendment to Office Lease Agreement dated April 28, 2005, that certain Second Amendment to Office Lease Agreement dated June 29, 2005, that certain Third Amendment to Office Lease Agreement dated January 10, 2007, that certain Fourth Amendment to Office Lease Agreement dated March 25, 2008, and that certain Fifth Amendment to Office Lease Agreement dated February 11, 2011 (collectively as amended referenced herein as the “**Prime Lease**”). The Prime Lease is attached hereto as Exhibit “A-1” and incorporated herein by reference. Sublessee acknowledges that (a) the Subleased Premises constitute a portion of Sublessor’s leased premises under the Prime Lease and may not be separately demised from other office space that is leased by Sublessor pursuant to the Prime Lease (the “**Remaining Space**”), and (b) notwithstanding that the Subleased Premises may not be separately demised from the Remaining Space, Sublessee has no rights in or to the Remaining Space and will not use or access the Remaining Space without Sublessor’s prior written consent.

1.02 Condition of the Subleased Premises. Sublessee acknowledges and agrees that it has inspected the Subleased Premises and agrees to accept the Subleased Premises in its present condition, “**AS IS**” and “**WITH ALL FAULTS**”. Without limitation on the foregoing, Sublessor will have no obligation to construct any tenant improvements to the Subleased Premises or make any repairs or modifications to the Subleased Premises. Subtenant acknowledges that the Subleased Premises have not undergone an inspection by a Certified Access Specialist (“**CASp**”).



1.03 Disclaimer of Warranties. SUBLESSEE ACKNOWLEDGES THAT NEITHER SUBLESSOR NOR MASTER LANDLORD HAS MADE OR WILL MAKE ANY WARRANTIES TO SUBLESSEE WITH RESPECT TO THE QUALITY OF TENANT FINISH WITHIN THE SUBLEASED PREMISES OR AS TO THE CONDITION OF THE SUBLEASED PREMISES, EITHER EXPRESS OR IMPLIED, AND THAT SUBLESSOR AND MASTER LANDLORD EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE SUBLEASED PREMISES ARE OR WILL BE SUITABLE FOR SUBLESSEE'S INTENDED PURPOSES. SUBLESSEE'S OBLIGATION TO PAY RENTALS UNDER THIS AGREEMENT IS NOT DEPENDENT UPON THE CONDITION OF THE SUBLEASED PREMISES OR THE PROJECT (NOW OR IN THE FUTURE) OR THE PERFORMANCE BY SUBLESSOR OF ITS OBLIGATIONS OWED TO SUBLESSOR, AND SUBLESSEE WILL CONTINUE TO PAY THE RENTALS UNDER THIS AGREEMENT WITHOUT ABATEMENT, SETOFF, OR DEDUCTION NOTWITHSTANDING ANY BREACH BY SUBLESSOR OF ITS DUTIES OR OBLIGATIONS UNDER THIS AGREEMENT OR BY MASTER LANDLORD OF ITS DUTIES OR OBLIGATIONS UNDER THE PRIME LEASE, WHETHER EXPRESS OR IMPLIED.

1.04 Defined Terms. Unless otherwise defined in this Agreement, capitalized terms will have the meanings given to such terms in the Prime Lease. Sublessor and Sublessee are sometimes individually referred to as a "Party" and collectively referred to as the "Parties".

1.05 Master Landlord Approval. Sublessee expressly acknowledges and agrees that this Agreement requires the consent of Master Landlord. Accordingly, the obligations of Sublessor and Sublessee contained herein are subject and contingent upon the approval by Master Landlord of this Agreement, and the execution by Master Landlord of the Consent by Lessor to Sublease, attached hereto as **Exhibit "B"** and incorporated herein by reference ("**Master Landlord Consent**"). Sublessor and Sublessee agree to execute the Master Landlord Consent within two (2) business days of the approval of this Agreement by Master Landlord. In the event that the Master Landlord does not consent to this Agreement within sixty (60) days of the date hereof, Sublessor shall have the right to terminate this Agreement by delivering written notice thereof to Sublessee, and neither party shall have any further rights or obligations hereunder. Should the Master Landlord not approve the Sublease, Sublessor shall return the Prepaid Rent (as defined in Section 8.03 below) to Sublessee within ten (10) days of Master Landlord's refusal to approve the Sublease.

1.06 Enforcement of Prime Lease. Sublessor shall use its commercially reasonable efforts to cause Master Landlord to perform its obligations under the Prime Lease. However, Sublessee shall not have any claim against Sublessor by reason of the Master Landlord's failure or refusal to comply with any provisions of the Master Lease, unless such failure or refusal is a result of Sublessor's failure to exercise such commercially reasonable efforts.

ARTICLE 2 USE

2.01 Generally. Sublessee will use the Subleased Premises only for general office purposes, and for no other purpose without Sublessor's prior written consent. Sublessee will not do or permit any act to be done within the Subleased Premises that is unlawful or would be inconsistent with the standards of a first class office project. Upon receipt of notice from Sublessor, Sublessee will cease any act that Sublessor reasonably determines would give rise to a breach of the Prime Lease. Sublessee hereby covenants and agrees to promptly deliver to Sublessor copies of any and all notices or other correspondence received by Sublessee from Sublessor that might affect Sublessor in any manner. If the Prime Lease is terminated for any reason whatsoever, then, notwithstanding any provision to the contrary contained in this Agreement: (i) this Agreement will terminate simultaneously with such termination of the Prime Lease; and (ii) Sublessor will have no liability to Sublessee in connection with such termination, unless Sublessor willingly terminates the Prime Lease and no Sublessee Default then exists.

2.02 Services. Sublessee hereby acknowledges and agrees that Sublessor will have no obligation to provide any services or amenities to Sublessee under this Agreement including, without limitation, beverage services, copier services, document destruction services, first aid, office supplies, etc. Without limiting the foregoing, Sublessor will have no obligation to maintain, repair or replace any portion of the Subleased Premises under any circumstances whatsoever. In addition, Sublessor will in no event be liable to Sublessee for Sublessor's failure to provide services, amenities, and rights nor will any such failure be construed as a breach of this Agreement by Sublessor or an eviction of Sublessee or entitle Sublessee to an abatement of any of the rentals under this Agreement, except and only to the extent that Sublessor receives an abatement applicable to the Subleased Premises under the Prime Lease with respect thereto.

2.03 Telecommunications and Utilities. Sublessee shall provide its own cabling and circuitry for voice and internet connectivity, together with any other equipment required for Sublessee's use of the Subleased Premises, except as otherwise expressly provided herein. Sublessee acknowledges that Master Landlord furnishes utility and other services to the Subleased Premises pursuant to Section 8 of the Prime Lease. To the extent Sublessee incurs services in excess of Building Standard Services (as defined below), Sublessee shall be responsible for any excess charges billed by Master Landlord with respect to the Subleased Premises. Without limiting the foregoing, in the event Sublessor is required to pay any bill for services furnished to the Subleased Premises during the Term hereof, Sublessee shall be obligated to reimburse Sublessor for such amounts immediately upon demand.

2.04 Building Security. Sublessor agrees to coordinate with Master Landlord to procure keys for Sublessee to gain entry into the Subleased Premises, at Sublessee's cost and in accordance with Paragraph 9 of the Prime Lease.

2.05 No Privity of Contract with Master Landlord. Sublessee will not have the right to exercise any of Sublessor's options, rights of first refusal, or elections permitted

or authorized under the Prime Lease, or to institute any action or proceeding against Sublessor for the enforcement of the Prime Lease.

2.06 Maintenance. Sublessee shall, at Sublessee's sole cost and expense, clean, keep and maintain the Subleased Premises in good condition and repair, and in compliance with the Prime Lease.

ARTICLE 3 TERM; SURRENDER OF POSSESSION; ALTERATIONS

3.01 Term. Unless the Prime Lease is terminated sooner pursuant to the terms thereof, the term of this Agreement and Sublessee's sublease to use the Subleased Premises will commence on the later of (a) June 1, 2016, or (b) the date Master Landlord has executed the Master Landlord Consent (the "**Commencement Date**"), and expire on May 31, 2018 ("**Term**").

3.02 Surrender of the Subleased Premises. At the termination of this Agreement, by lapse of time or otherwise, Sublessee will (i) deliver up the Subleased Premises to Sublessor in as good condition as existed on the first date of possession by Sublessee, ordinary wear and tear only excepted; and (ii) without expense to Sublessor or Master Landlord, remove or cause to be removed from the Subleased Premises all debris and rubbish, and such items of trade fixtures, furniture, equipment, free-standing cabinet work, and other articles of personal property owned by Sublessee or installed or placed by Sublessee at its expense in the Subleased Premises, and such similar articles of any other persons claiming under Sublessee, as Sublessor or Master Landlord may, reasonably require to be removed (collectively, "**Sublessee's Personal Property**"), and Sublessee will repair at its own expense all damage to the Subleased Premises and the Buildings resulting from such removal; and (iii) surrender the Subleased Premises in the condition required under the Prime Lease. If Sublessee fails to remove Sublessee's Personal Property and repair and restore the affected areas as provided in the immediately preceding sentence at the time of surrender of the Subleased Premises, then (a) all such Sublessee's Personal Property shall be considered abandoned and shall become the property of Sublessor, and (b) Sublessor may perform such work, and all costs and expenses incurred by Sublessor in so performing such work and all reasonable and documented costs incurred by Sublessor pursuant to the Prime Lease as a result of Sublessee's breach of its obligations hereunder will be reimbursed by Sublessee to Sublessor within 20 days after Sublessee's receipt of invoice therefor. Upon termination of this Agreement, Sublessor will have the right to re-enter and resume possession of the Subleased Premises.

3.03 Holding Over. In the event of holding over by Sublessee after expiration or termination of this Agreement, Sublessee will pay Sublessor (A) reasonable and documented costs incurred by Sublessor pursuant to the Prime Lease as a result of Sublessee's holding over, and (B) the greater of (i) double the amount of all Base Rental and Additional Rental (as such terms are defined below) that was payable by Sublessee immediately prior to such expiration or termination, and (ii) the then current market rental for the Subleased Premises, prorated on a daily basis for the entire holdover period. (For example, if Sublessee holds over for 45 days beyond the expiration of the Term, the per

diem rental would be \$1,170.25 (*i.e.*, the monthly Base Rental of \$35,107.55 divided by 30). This per diem amount multiplied by 45 days equals \$52,661.25. Doubling this amount equals \$105,322.50. If, however, the market monthly rental for the Subleased Premises at such time is \$3.00 per square foot, then the monthly rental amount would be \$81,804.00, with the per diem amount being \$2,726.80. This per diem amount multiplied by 45 days equals \$122,706.00. Accordingly, under this example, the market rental exceeds double the contract rent, and Sublessee would be liable for such higher amount, in the sum of \$122,706.00, as holdover rent for the 45 days of holdover.)

3.04 Alterations. Sublessee will not make any improvements, alterations, additions, or changes to the Subleased Premises (collectively, the “**Alterations**”) without the prior written consent of Sublessor and Master Landlord. Sublessee will comply with all reasonable conditions, rules and regulations imposed by Sublessor and Master Landlord in connection with the performance of any Alterations. All Alterations, improvements, fixtures and/or equipment that may be permanently affixed in or about the Subleased Premises, from time to time, will be at the sole cost of Sublessee and will be and become the property of Master Landlord and will remain upon and be surrendered with the Subleased Premises at the end of the Term; provided, however, Sublessor or Master Landlord may, by written notice delivered to Sublessee concurrently with the approval of the final working drawings for any Alterations, identify those Alterations that Sublessor or Master Landlord will require Sublessee to remove at the expiration or earlier termination of this Agreement. Sublessor or Master Landlord may also require Sublessee to remove Alterations that Sublessor or Master Landlord did not have the opportunity to approve as provided above. If Sublessor or Master Landlord requires Sublessee to remove any such Alterations, Sublessee, at its sole cost and expense, agrees to remove the identified Alterations on or before the expiration or earlier termination of this Agreement and repair any damage to the Subleased Premises caused by such removal. If Sublessee fails to complete such removal and/or to repair any damage caused by the removal of any Alterations, Sublessor or Master Landlord may do so and may charge the cost thereof to Sublessee. The immediately preceding sentence will survive the expiration or earlier termination of this Agreement.

ARTICLE 4 RENT

4.01 Base Rental. Sublessee hereby agrees to pay to Sublessor, as monthly base rental under this Agreement (“**Base Rental**”), the monthly amount of Forty Thousand Six Hundred Eighty-Two Dollars and 50/100 Dollars (\$40,682.50) (calculated based on an annual rental rate of \$15.00 per rentable square foot, divided into twelve equal monthly installments). Sublessee will pay Base Rental to Sublessor monthly, in advance, without demand, for each and every month during the Term, and prorated on a daily basis for any partial month. Base Rental and Additional Rental is payable commencing as of the Commencement Date; there is no rent abatement provided pursuant to this Agreement.

4.02 Increase in Base Rent. The Base Rental payable pursuant to Section 4.01 above, shall increase 3.0% on June 1, 2017. Accordingly, the monthly Base Rental for the period from June 1, 2017 to May 31, 2018 shall be Forty-One Thousand Nine Hundred Two and 98/100 Dollars (\$41,902.98) per month.

4.03 Payment of Rentals. Each monthly installment of Base Rental due to Sublessor under this Agreement will be payable by Sublessee on the Commencement Date and on the first day of each calendar month thereafter occurring during the Term. All payments under this Agreement must be delivered to Sublessor at Sublessor's address set forth in this Agreement or at such other place as Sublessor designates in writing from time to time. If less than all of any calendar month or year occurs during the Term, rents for such month or year will be prorated based on the actual number of days during such month or year occurring within the Term.

4.04 Additional Rental. All amounts that are payable by Sublessee to Sublessor pursuant to the terms of this Agreement, other than and in addition to Base Rental, collectively constitute "**Additional Rental**". In the event that Sublessor shall make any expenditure for which Sublessee is liable under this Sublease (whether as the result of a Sublessee Default or otherwise), the amount thereof shall be deemed Additional Rental and payable by Sublessee to Sublessor with the succeeding installment of Base Rental or, if no installment of Base Rental is payable, within thirty (30) days of Sublessor's demand therefor, together with interest thereon at the Applicable Rate (as hereinafter defined). The provisions of this Section 4.04 shall survive the expiration or earlier termination of this Agreement for a period of three (3) years.

ARTICLE 5 QUIET ENJOYMENT

5.01 Covenant of Quiet Enjoyment. Provided Sublessee has performed all of the terms, covenants, agreements, and conditions of this Agreement, including the payment of rental and all other sums due under this Agreement, Sublessee will peaceably and quietly hold and enjoy the Subleased Premises against Sublessor and all persons claiming by, through, or under Sublessor, but not otherwise, for the term described in this Agreement, subject to the provisions and conditions of this Agreement, the Rules and Regulations attached to the Prime Lease as Exhibit F, and such reasonable additional or modified rules and regulations as Sublessor may subsequently make from time to time.

5.02 Limitation. It is understood and agreed that the provisions of Section 5.01 and any and all other covenants of Sublessor contained in this Agreement will be binding upon Sublessor and its successors only with respect to breaches occurring during its and their respective ownership of the Sublessor's interest under this Agreement. This Agreement is subject to and subordinate to all matters of public record in Davidson County, Tennessee, and all applicable laws.

ARTICLE 6 ASSIGNMENT AND SUBLETTING

6.01 Restriction. Sublessee shall not assign, transfer, mortgage, pledge, hypothecate, or encumber this Agreement or any interest in this Agreement or sublet the Subleased Premises or any part thereof, or permit the use of the Subleased Premises by any party other than Sublessee. Any such assignment or subletting without such consent by Sublessor will be void.

**ARTICLE 7
INDEMNIFICATION AND EXCULPATION**

Sublessee acknowledges and agrees that Sublessor will have no responsibility to prevent third party criminal acts. Sublessor will not be liable to Sublessee or any of the Sublessee Parties for any liability or loss to Sublessee or any of the other Sublessee Parties arising out of or in connection with any criminal activity or damage or injury to persons or property caused by persons gaining access to the Project except to the extent Sublessor's own negligence may contribute thereto; provided, however, in no event will Sublessor be liable for any indirect or consequential losses or damages suffered by Sublessee.

**ARTICLE 8
DEFAULTS AND REMEDIES**

8.01 Default by Sublessee; Remedies of Sublessor. In case of any failure to pay rent or other sums when due hereunder, or any other breach of this Agreement by Sublessee, or any "Event of Default" under the Prime Lease due to an act or omission of Sublessee (each, a "**Sublessee Default**"), then immediately upon the occurrence of any such Sublessee Default, Sublessor may exercise any and all rights and remedies available under this Agreement, all rights and remedies available to Master Landlord under the Prime Lease, and all rights and remedies available to Sublessor at law or equity, including, without limitation, the following:

(a) Sublessor may terminate this Agreement by notice to Sublessee, which termination shall be effective immediately upon the delivery of such notice, and Sublessee must quit and surrender the Subleased Premises to Sublessor in the condition required in Section 3.02 above, no later than ten (10) days after such termination. Notwithstanding any such termination of this Agreement, Sublessee shall remain fully liable for all of its obligations under this Agreement during any period of time in which Sublessee remains in possession of the Subleased Premises until such time as Sublessee surrenders the Subleased Premises as required hereunder. In addition, Sublessor shall be entitled to reimbursement by Sublessee, immediately upon demand, for the actual loss or costs incurred by Sublessor in connection with this Agreement, including, without limitation, any brokerage commissions paid by Sublessor.

(b) If this Agreement shall have been terminated as provided in this Section 8.01, then Sublessor may re-enter the Subleased Premises, by any lawful means, and remove and dispossess Sublessee and all other persons and any and all property from the same.

(c) If this Agreement shall have been terminated as provided in this Section 8.01, Sublessee shall pay Base Rental hereunder up to the time of such termination, and thereafter Sublessee, until the end of what would have been the Term of this Agreement in the absence of such termination, and whether or not the Subleased Premises shall have been relet, shall be liable to Sublessor for, and shall pay to Sublessor, as liquidated current damages: the Base Rental due hereunder if such termination had not occurred, less the net proceeds, if any, of any reletting of the Subleased Premises, after deducting all expenses in connection with such reletting, including, without limitation, all repossession costs, ,

advertising, expenses of employees, alteration costs and expenses of preparation for such reletting. Sublessee shall pay such liquidated current damages to Sublessor monthly on the days which the Base Rental would have been payable hereunder if this Agreement had not been terminated.

(d) **[Deleted.]**

(e) In case of any Sublessee Default, re-entry, expiration and dispossession by summary proceedings or otherwise, Sublessor may, at its option (i) relet the Subleased Premises or any part or parts thereof, either in the name of Sublessor or otherwise, for a term or terms which may at Sublessor's option be equal to, less than, or in excess of the period which would otherwise have constituted the balance of the Term of this Agreement and may grant concessions or free rent to the extent that Sublessor considers necessary or advisable to relet the same, and (ii) make such alterations, repairs and decorations in the Subleased Premises as Sublessor considers necessary or advisable for the purpose of reletting the Subleased Premises; and the making of such alterations, repairs and decorations shall not operate or be construed to release Sublessee from liability hereunder as aforesaid. Sublessee hereby expressly waives any and all rights of redemption granted by or under applicable law in the event of Sublessee being evicted or dispossessed, or in the event of Sublessor obtaining possession of the Subleased Premises, by reason of the violation by Sublessee of any of the terms, covenants or conditions of this Agreement.

(f) Sublessor shall have the right, but not the obligation to pay such sums or do any act which requires the expenditure of monies which may be necessary or appropriate by reason of the failure or neglect of Sublessee to perform any of the provisions of this Agreement, and in the event of the exercise of such right by Sublessor, Sublessee agrees to pay to Sublessor forthwith upon demand all such sums, together with interest thereon per annum at the lesser of (i) twelve percent (12%), or (ii) the maximum lawful rate, as Additional Rental (the "**Applicable Rate**").

The specified remedies to which Sublessor may resort hereunder are not intended to be exclusive of any remedies or means of redress to which Sublessor may at any time be entitled lawfully, and Sublessor may invoke any remedy (including the remedy of specific performance) allowed at law or in equity as if this Agreement did not provide for specific remedies.

Sublessee shall pay to Sublessor for all reasonable costs incurred in connection with any Sublessee Default, Failure on the part of Sublessor to claim or complain of any action or non-action on the part of Sublessee, no matter how long the same may continue, shall not constitute a waiver by Sublessor of any of its rights hereunder. Further, no waiver at any time of any of the provisions hereof by Sublessor shall be construed as a waiver of any of the other provisions hereof, and a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval of Sublessor to or of any action by Sublessee requiring such consent or approval shall not be construed to waive or render unnecessary Sublessor's consent or approval to or of any subsequent similar act by the other. No payment by Sublessee, or acceptance by Sublessor, of a lesser amount than that due from Sublessee to Sublessor hereunder shall be

treated otherwise than as a payment on account of the earliest installment of any payment due from Sublessee hereunder. The acceptance by Sublessor of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Sublessor may accept such check without prejudice to any other rights or remedies which Sublessor may have against Sublessee.

8.02 **[Deleted.]**

8.03 **Prepaid Rent.** On the date of execution of this Agreement, Sublessee will pay in advance the first and last monthly installments of rent under this Agreement in the total amount of Sixty-Nine Thousand One Hundred Ninety-Two and 55/100 Dollars (\$69,192.55) ("**Prepaid Rent**").

ARTICLE 9
INCORPORATION OF TERMS OF PRIME LEASE

9.01 **Subordination to Prime Lease.** This Agreement is subject and subordinate to the Prime Lease. Sublessee shall have no greater rights to the use and occupancy of the Subleased Premises than Sublessor has under the Prime Lease; in particular, Sublessee's Term shall not be greater than Sublessor's lease term under the Prime Lease. Except to the extent that they are inapplicable to, inconsistent with, or modified by, the terms of this Agreement, Sublessee is bound to Sublessor in the same manner as Sublessor is bound to the Master Landlord with respect to all standard lease provisions, as well as any rules and regulations pursuant to the Prime Lease. Sublessee acknowledges that it has reviewed the Prime Lease and is familiar with the terms and conditions thereof, and shall be subject to the terms thereof as modified by this Agreement.

9.02 **Incorporation of Terms.** For the purposes of incorporation herein, the terms of the Prime Lease are subject to the following modifications:

(a) In all provisions of the Prime Lease (under the terms thereof and without regard to modifications thereof for purposes of incorporation into this Agreement) requiring the approval or consent of Master Landlord, Sublessee shall be required to obtain the approval or consent of both Sublessor and Master Landlord.

(b) Sublessor shall have no obligation to restore or rebuild any portion of the Subleased Premises after any destruction or taking by eminent domain.

(c) With respect to work, services, repairs, restoration, insurance, indemnities, representations, warranties or the performance of any other obligation of Master Landlord under the Prime Lease, the sole obligation of Sublessor will be to request the same in writing from the Master Landlord.

(d) In any case where "Tenant" is to indemnify, release or waive claims against Master Landlord, such indemnity, release or waiver will not be deemed to run from Sublessee to both Master Landlord and Sublessor.

(e) Sublessor and Sublessee agree that the following provisions in the Prime Lease shall not apply to Sublessee, it being the intent of the parties that this Agreement shall govern as between Sublessor and Sublessee with respect to such matters:

(i) Provisions in the Prime Lease that require Tenant to indemnify and/or hold harmless Landlord shall not apply to Sublessee;

(ii) Provisions in the Prime Lease that require parties to submit disputes to binding arbitration shall not apply to Sublessee;

(iii) Provisions in the Prime Lease that require parties to waive jury trial shall not apply to Sublessee;

(iv) Provisions in the Prime Lease that require Tenant to waive counterclaims against Landlord or that prohibit Tenant from interposing counterclaims shall not apply to Sublessee;

(v) Provisions in the Prime Lease that require Tenant to pay attorney fees to Landlord or that require the prevailing party to recover attorney fees shall not apply to Sublessee; and

(vi) Provisions in the Prime Lease that require Tenant to procure or maintain insurance shall not apply to Sublessee (except to the extent provided in Section 11.06 of this Agreement).

9.03 Liability. Unless caused by the gross negligence or willful misconduct of Sublessor, Sublessor shall not be liable to Sublessee, or any other person, for any damages or business interruption on account of loss, damage, fire or theft of any personal or business property purchased by or belonging to Sublessee.

ARTICLE 10 MISCELLANEOUS

10.01 Amendment. No amendment, modification, or alteration of the terms of this Agreement will be binding unless the same is in writing, dated subsequent to the date of this Agreement and duly executed by the Parties.

10.02 Headings; Interpretation. Descriptive headings are for convenience only and will not control or affect the meaning or construction of any provision of this Agreement. Whenever the context of this Agreement requires, words used in the singular will be construed to include the plural and vice versa and pronouns of whatsoever gender will be deemed to include and designate the masculine, feminine or neutral gender.

10.03 Counterparts. This Agreement may be executed in a number of identical counterparts which, taken together, will constitute collectively one agreement; but in making proof of this Agreement, it will not be necessary to produce or account for more than one such counterpart. Additionally, (i) the signature pages taken from separate individually executed counterparts of this Agreement may be combined to form multiple

fully-executed counterparts; and (ii) a facsimile signature page or an electronically scanned signature page will be deemed to be an original signature for all purposes. All executed counterparts of this Agreement will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same agreement.

10.04 Notices. All notices, consent, requests, instructions, approvals, and other communications provided for in this Agreement and all legal process in regard to this Agreement will be validly given, made or served, if in writing and delivered personally or sent by United States certified or registered mail, postage prepaid, return receipt requested, if to:

Sublessor:

Active Network, LLC
Attn: Greg Ingino, Chief Information Officer
717 N. Harwood Street, Ste. 2500
Dallas, TX 75201

With a copy to:

Active Network, LLC
Attn: Jeff Lambert, Chief Legal Officer
717 N. Harwood Street, Ste. 2500
Dallas, TX 75201

With a copy to:

Gresham Savage Nolan & Tilden, PC
Attn: J. Matthew Wilcox, Esq.
550 E. Hospitality Lane, Ste. 300
San Bernardino, CA 92408

All notices, except legal process, shall be delivered to Sublessee as follows:

The Metropolitan Government of
Nashville and Davidson County
Attn: Director of Public Property Administration
P. O. Box. 196300
Nashville, TN 37219-6300

Hand delivery address:
Attn: Director of Public Property Administration
Metropolitan Government of Nashville and Davidson County
700 2nd Avenue South, Suite 310
Nashville, TN 37210

Legal process directed to the Metropolitan Government of Nashville and Davidson County shall be served via hand delivery to:

The Metropolitan Government of
Nashville and Davidson County
Attn: Director of Law
Department of Law
Metropolitan Historic Courthouse, Suite 108
1 Public Square
Nashville, TN 37201

Or to such other addresses as any Party may, from time to time, designate in writing delivered in a like manner.

10.05 Sublessor's Access. Sublessor or its agents may enter the Subleased Premises at any time and for any reason, but Sublessor agrees to use reasonable efforts not to unreasonably disturb Sublessee's use of the Subleased Premises. To the extent practicable, and excepting any entry for emergencies, Sublessor agrees to provide Sublessee reasonable notice prior to any such entry.

10.06 Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns in accordance with the terms of this Agreement. Sublessee shall not assign this Agreement or any of its rights to the Subleased Premises, without Sublessor's consent, which consent may be withheld in Sublessor's sole and absolute discretion.

10.07 Time of the Essence. Time is of the essence in the performance by Sublessee of its obligations under this Agreement.

10.08 [Deleted.]

10.09 Waivers. Any failure by a Party to insist, or any election by a Party not to insist, upon strict performance by the other Party of any of the terms, provisions, or conditions of this Agreement will not be deemed to be a waiver thereof or of any other term, provision, or condition of this Agreement, and such Party will have the right at any time or times thereafter to insist upon strict performance of any and all of the terms, provisions, and conditions of this Agreement.

10.10 Remedies Cumulative; Applicable Law. All rights and remedies of the parties under this Agreement will be cumulative and none will exclude any other rights or remedies allowed by law. This Agreement will be construed according to the laws of the State of Tennessee.

10.11 Entire Agreement. The terms and provisions of all schedules and exhibits described in this Agreement and attached to this Agreement are hereby made a part of this Agreement for all purposes. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement, and all prior correspondence,

memoranda, agreements or understandings (written or oral) with respect to this Agreement are merged into and superseded by this Agreement.

10.12 Authority. Sublessee warrants, represents, and covenants that (a) it is a duly organized and existing legal entity under the laws of the state in which it is organized, and in good standing in the State of Tennessee, (b) it has full right and authority to execute, deliver, and perform this Agreement, (c) the person executing this Agreement on behalf of Sublessee was authorized to do so, and (d) upon request of Sublessor, Sublessee will deliver to Sublessor satisfactory evidence of the due authorization, execution, and delivery of this Agreement by Sublessee.

10.13 Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance, will to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each provision of this Agreement will be valid and will be enforceable to the extent permitted by law.

10.14 No Recording. This Agreement (including any exhibits to this Agreement) will not be recorded.

ARTICLE 11 SPECIAL PROVISIONS

11.01 Parking. Sublessee will be entitled to utilize five (5) surface parking spaces per one thousand (1,000) square feet of the Subleased Premises on a non-exclusive and unreserved basis free of charge during the term of the Sublease.

11.02 Brokerage Commissions. Sublessee represents and warrants that no commission or finder's fee is due to any broker as a representative of Sublessee.

11.03 Existing FF&E. Appurtenant to Sublessee's sublease of the Subleased Premises, during the Term, Sublessee will have the right to use, free of charge, the existing furniture, fixtures, cabling, and equipment located within the Subleased Premises (the "**Existing FF&E**"). Sublessee will accept the Existing FF&E in its present condition, "**AS IS**" and "**WITH ALL FAULTS**". Sublessee acknowledges that neither Sublessor, nor any employee, agent, representative, or contractor of Sublessor, has made any representations with respect to the condition of the Existing FF&E or the suitability of the same for Sublessee's purposes, and Sublessor disclaims any and all warranties, express or implied, with respect to the Existing FF&E. Sublessee will have no right to grant a security interest in the Existing FF&E or otherwise pledge the Existing FF&E as collateral for any loan. Upon the expiration of the Sublease Term, Sublessee must purchase the Existing FF&E, but specifically excluding the eight (8) to ten (10) cubicles located on the second floor of the Subleased Premises and owned by Master Landlord, for the sum of One Dollar and No/100 (\$1.00).

11.04 Standard Tenant Services. Pursuant to Paragraph 8 of the Prime Lease, subject to all governmental rules, regulations and guidelines applicable thereto, Master Landlord shall provide heating, ventilation and air conditioning and lighting (referred to therein as “**Building Standard Services**”) when necessary for normal comfort for normal office use in the Subleased Premises from 7:00 a.m. to 6:00 p.m. Monday through Friday and 8:00 a.m. to 1:00 p.m. on Saturday (collectively the “**Building Operating Hours**”), except for nationally and locally recognized holidays designated in the Prime Lease. Sublessee shall have access to Building Standard Services outside of the Building Operating Hours subject to the terms of the Prime Lease. In addition, Master Landlord shall provide janitorial service to the Subleased Premises pursuant to the terms of the Prime Lease.

11.05 Signage. All sign installation must comply with the requirements set forth in Paragraph 10 of the Prime Lease. Sublessor agrees to coordinate with Master Landlord to obtain consent for Sublessee to install reasonable signage for the Subleased Premises.

11.06 Sublessee’s Insurance. Sublessee hereby advises Sublessor that Sublessee shall self-insure against the risks of loss which would be covered by commercial general liability insurance, workers compensation insurance and automobile liability insurance. Sublessee shall be responsible for any losses or liabilities which would have been assumed by the insurance company or companies which would have issued such policies. Sublessee’s liability in tort is governed by the provisions of the Governmental Tort Liability Act, Sublessee has a self-insurance against such claims which only covers claims and losses against Sublessee.

11.07 [Deleted.]

11.08 Maintenance of Records. Sublessor shall maintain documentation for all charges under this Agreement against Sublessee. The books, records, and documents of Sublessor insofar as they relate to work performed or money received under this Agreement, must be maintained for period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by Sublessee or its duly appointed representative. The records shall be maintained in accordance with generally accepted accounting principles.

11.09 Employment. Sublessor affirms that it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, dismissal or laying off of any individual due to his race, creed, color, national origin, age, sex, or handicapping condition.

11.10 Contingent Fees. Sublessor hereby represents that Sublessor has not been retained or retained any persons to solicit or secure a Metropolitan Government contract upon agreement or understanding for a contingent commission, percentage, or brokerage fee, except for Sublessor’s broker for this transaction, CBRE, Inc., and except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

11.11 Gratuities and Kickbacks. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee of the Metropolitan Government or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefor. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract with the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

11.12 Commencement Date. This Agreement shall not be binding upon the parties until it has been signed first by the Sublessor then by the representatives of the Metropolitan Government of Nashville and Davidson County. The Commencement Date is the date set forth in Section 3.01.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned Sublessor and Sublessee have executed this Agreement effective as of _____, 2016.

SUBLESSOR:

ACTIVE NETWORK, LLC, a Delaware limited liability company

By: _____
Printed Name: _____
Title: _____

SUBLESSEE:

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Director of Public Property

APPROVED AS TO AVAILABILITY OF FUNDS:

Talia Lomax-O'dneal, Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

EXHIBIT "A"

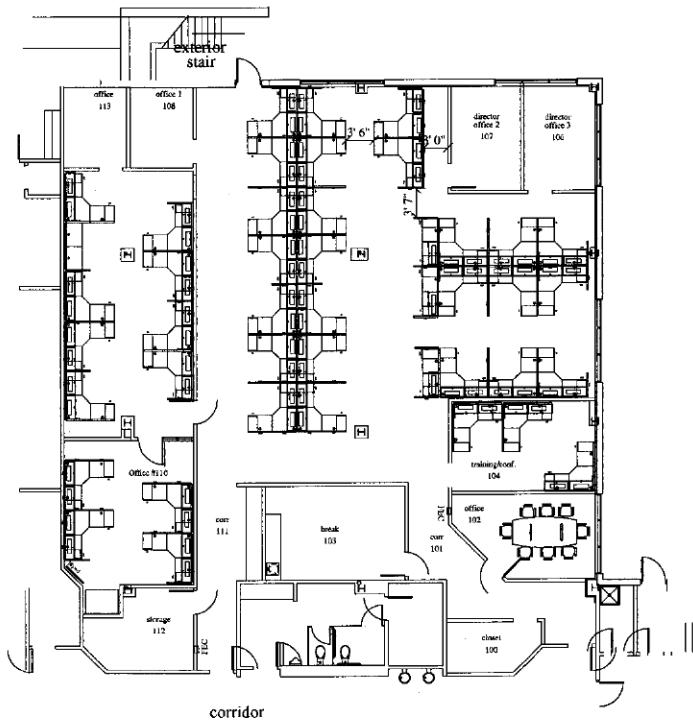
SUBLEASED PREMISES

[please see attached]

EXHIBIT "A"

FOR SUBLEASE
DONELSON CORPORATE CENTRE II

 **1ST FLOOR**
5,278 RSF



 **2ND FLOOR**
6,829 RSF

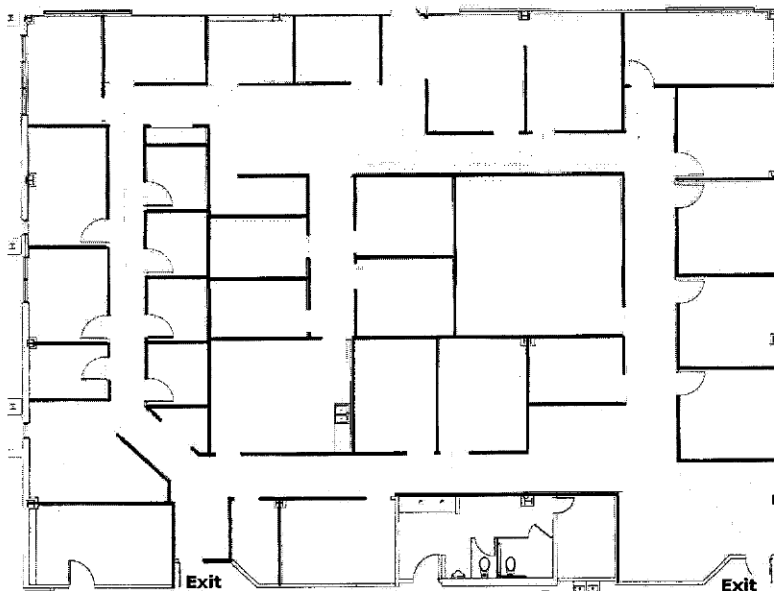


EXHIBIT
tabbles®
 A

3055
LEBANON PIKE
Nashville, TN 37214

3RD FLOOR
20,439 RSF

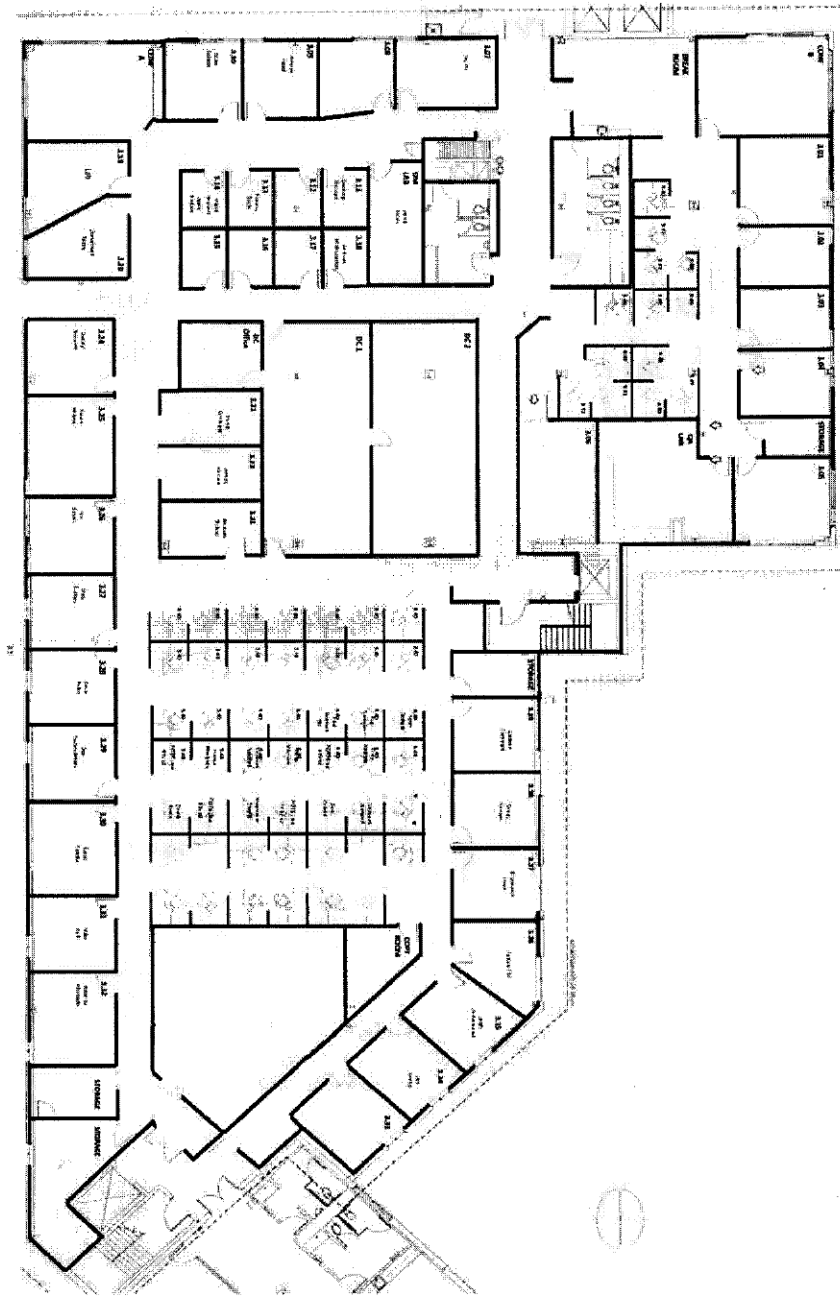


EXHIBIT "A-1"

PRIME LEASE

[please see attached]

EXHIBIT "A-1"

**DONELSON CORPORATE CENTRE
OFFICE LEASE AGREEMENT
BUILDING TWO**

THIS LEASE is made and entered into on this 7th day of September 1999, by and between Donelson Corporate Centre, L.P., a Tennessee Limited Partnership, ("Landlord"), and Automated License Systems, LLC a Tennessee Limited Liability Company ("Tenant") and James P. Wilson III and Sarah S. Wilson ("Limited Guarantors").

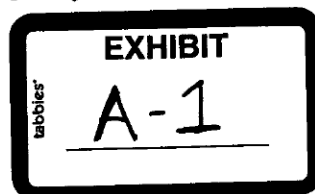
1. Leased Premises

Subject to and upon the terms hereinafter set forth, and in consideration of the sum of Ten Dollars (\$10.00) and the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, Landlord does hereby lease and demise to Tenant and Tenant does hereby lease and take from Landlord those certain premises consisting of twenty thousand ~~seven hundred ninety two~~ ^{four hundred} (20,439) square feet* of Rentable Area (the "Demised Premises") located on the third floor of Building Two (consisting of a total of 45,597 Rentable Square Feet) located at 3055 Lebanon Road, Suite 2300 in Davidson County, Tennessee (the "Building"), and more particularly described in Exhibit A, attached hereto and incorporated herein by this reference. The Building is part of a complex known as Donelson Corporate Centre (the "Project"). The project contains 228,109 rentable square feet.

* Tenant shall occupy not less than 16,439 rentable square feet not later than the commencement date and begin paying rent thereon ninety days next following the commencement date. The occupancy of the remaining 4,000 square feet shall occur not later than twelve months next following the commencement date (the "takedown space") at times elected by Tenant. Tenant shall notify Landlord of Tenant's intention to occupy some or all of the takedown space not less than 120 days prior to the date Tenant intends to occupy said space. The tenant improvement allowance on the takedown space shall be paid at the time said space is occupied.

a. "Rentable Area" as used herein, shall refer to (i) the total square footage of all floor area measured from the inside of the dominant portion of the exterior wall of the Building and to the mid-point of walls separating the Premises from areas leased to or held for lease to other tenants (the "Usable Area as defined by BOMA"), plus (ii) an allocation of the square footage of the Interior Common Areas; plus (iii) for multi-tenant floors, an allocation of the square footage of the On-Floor Common Areas. No deductions from Rentable Area shall be made for columns or projections.

b. "Interior Common Areas" shall mean those areas within the Building's elevator machine rooms, mechanical rooms, public lobbies and other areas not leased or held for lease within the Building but which are reasonably necessary for the proper operation of the Building.



The allocation of the square footage of the Interior Common Areas shall be equal to the total square footage of the Interior Common Areas multiplied by a fraction, the numerator of which is the Usable Area of the Premises and the denominator of which is the total of all Usable Area contained in the Building.

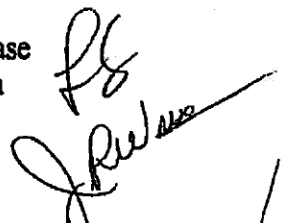
c. "On-Floor Common Areas" shall mean those areas within public corridors, elevator foyers, rest rooms, , janitor closets, telephone and equipment rooms, and other similar facilities for the use of all tenants on the floor on which the Premises are located. The allocation of the square footage of the On-Floor Common Areas shall be equal to the total square footage of the On-Floor Common Areas on said floor multiplied by a fraction, the numerator of which is the is the Usable Area of the Premises and the denominator of which is the total of all Usable Area contained on the applicable floor.

d. Tenant's taking possession of the Premises or any portion thereof shall be conclusive evidence against Tenant that such portion of the Premises was then in good order and satisfactory condition, excepting those items set forth on a written punch list delivered by Tenant to Landlord within thirty calendar days next following Tenant's taking possession and latent defects, if any. Tenant acknowledges that no promise by or on behalf of Landlord, any of Landlord's beneficiaries, the managing agent of the Building, the leasing agent of the Building or any of their respective agents, partners or employees to alter, remodel, improve, repair, decorate or clean the Premises has been made to or relied upon by Tenant, and that no representation respecting the condition of the Premises or the Building by or on behalf of Landlord, any of Landlord's beneficiaries, the managing agent of the Building, the leasing agent of the Building or any of their respective agents, partners or employees has been made to or relied upon by Tenant, except to the extent expressly set forth in this Lease.

2. Term. Subject to and upon the terms and conditions set forth herein, or in any exhibit hereto, the term of this Lease shall commence on the Commencement Date and shall expire eighty seven (87) months after the Commencement Date at 6:00 P.M. "Commencement Date" shall mean the earlier of (i) thirty (30) days next following the date Landlord delivers possession of the Premises to Tenant with all of Landlord's Work, as such term is defined in Exhibit B, substantially completed; or (ii) the date upon which Tenant commences conducting its business from all or any portion of the Premises. Following the Commencement Date, the parties shall execute Exhibit C, attached hereto and incorporated herein, which shall contain an acknowledgment of the date upon which the Commencement Date of this Lease occurred.

Notwithstanding anything contained herein to the contrary and provided that (i) this Lease is executed by Tenant and returned to Landlord not later than September 25; and, (ii) Tenant requests no material changes to Landlord's work as set forth in Exhibit B herein, then if Landlord is unable to deliver possession of the Premises with all of the Landlord's work, as such term is defined in Exhibit B, substantially completed by February 15, 2000, then the commencement date shall be delayed until April 15, 2000.

Renewal Option. Tenant is granted the option to extend the term of this Lease for one (1) consecutive extended term of Five (5) years, provided that (a) Tenant is not in

Handwritten signature and initials, possibly "J. P. [unclear]".

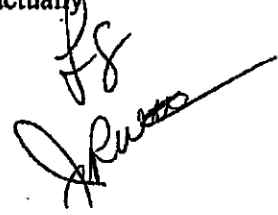
default at the time of exercise of the option; and, (b) Tenant gives written notice of its intent to exercise the option at least 180 days prior to the expiration of the original term. The extension shall be on the same terms and conditions as this lease except (i) Tenant shall have no further right of renewal after the extension term proscribed above; and, (ii) the Rent shall be adjusted to the then prevailing market rate for comparable facilities in the Airport North submarket.

Right of First Refusal. Tenant is granted the ongoing right of first refusal (until said space is leased for the first time) to expand into an adjacent 10,000 square feet to the rear of their space on the second floor of Building Three . Landlord shall provide Tenant written notice of Landlord's intent to lease said space to another party. Tenant shall have a period of twenty days to notify Landlord of Tenant's intent to exercise Tenant's right of first refusal upon the same terms and conditions as are contained in the third party's offer to lease said space.

3. Use. The Premises are to be used and occupied solely for the purpose of office space and for no other purpose. Tenant shall not do or permit anything to be done in or about the Premises that will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or injure or annoy them, or use or allow the Premises to be used for any improper, immoral, disreputable or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance or waste in, on or about the Premises. Tenant shall not use or permit the use of any portion of the Premises as sleeping quarters, lodging rooms, or for any unlawful purposes. Tenant shall not install any radio or television or other similar device exterior to the Premises.

4. Rent. Commencing on the date 90 days next following the Commencement Date and continuing thereafter throughout the full term of this Lease, Tenant hereby agrees to pay the Base Rental in accordance with the schedule attached hereto as Exhibit D., and Additional Rental (as defined below). The Base Rental and Additional Rental shall be due and payable in advance in equal monthly installments on the first (1st) day of each calendar month at Landlord's address as provided herein (or such other address as may be designated by Landlord from time to time). If the Commencement Date is other than the first day of a calendar month or if this Lease expires on other than the last day of a calendar month, then the installments of Base Rental and Additional Rental for such month or months shall be prorated.

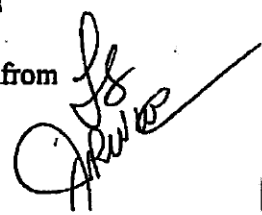
5. Additional Rental. Landlord shall absorb and be responsible for paying Operating Expenses during the first calendar year of this lease; and, Landlord shall absorb and be responsible for any other calendar year to the extent such Operating Expenses in any other calendar year are less than or equal to Four Dollars and Fifty Cents per square foot of Rentable Area (the "Expense Stop"). "Additional Rental" for any calendar year shall mean Tenant's Percentage Share of the Operating Expenses for such calendar year in excess of the Expense Stop. "Tenant's Percentage Share" shall mean a fraction, the numerator of which is the total number of square feet of Rentable Area within the Premises (20,439) and the denominator of which is the greater of (i) ninety-five percent (95%) of the total square footage of all Rentable Area in the Building; or (ii) the total square footage of all Rentable Area in the Building actually leased to rent paying tenants.

A handwritten signature in black ink, appearing to be 'J. Russo', is written in the bottom right corner of the page.

a. Landlord shall present to Tenant prior to the beginning of each calendar year (or for the calendar year in which the Lease term commences, on the Commencement Date) a statement of Tenant's estimated Additional Rental. Landlord's failure to deliver such a statement of Tenant's estimated Additional Rental shall not operate to excuse Tenant from the payment of the monthly installment of Additional Rental. Rather, Tenant shall continue to pay the monthly installment of Additional Rental based on Landlord's most recent calculation thereof until such a statement is delivered to Tenant, with such statement being applied retroactively to the beginning of the calendar year and Tenant making up any under payments immediately upon its receipt of such statement. Landlord may from time to time, but not more than once during any consecutive 12 calendar month period, recalculate Tenant's estimated Additional Rental in order to more accurately reflect Landlord's good faith estimate of Tenant's Additional Rental, and Tenant shall commence paying the recalculated Additional Rental immediately after receiving notice thereof.

b. Landlord shall provide to Tenant, within one hundred twenty (120) days after the end of each calendar year, a statement detailing the Operating Expenses for each such calendar year (the "Annual Operating Expense Statement"). In the event that Tenant's estimated Additional Rental payments exceed Tenant's actual Additional Rental for said calendar year, Landlord shall pay Tenant (in the form of a credit against rentals next due or, should the overage exceed one month's base rental or in the case of the expiration of this Lease, then in the form of Landlord's check) an amount equal to such excess. In the event that Tenant's actual Additional Rental exceeds Tenant's estimated Additional Rental payments for said calendar year, Tenant hereby agrees to pay Landlord, within thirty (30) days of receipt of the statement, an amount equal to such difference.

c. Tenant, at Tenant's sole cost and expense, shall have the right, to be exercised by written notice given to Landlord within sixty (60) days after receipt of the Annual Operating Expense Statement for any calendar year, to audit Landlord's books and records pertaining only to the Operating Expenses for such calendar year, provided such audit must commence within thirty (30) days after Tenant's notice to Landlord and thereafter proceed regularly and continuously to conclusion and, provided, further, that such audit must be conducted by Lattimore, Morgan, Black and Cain or a nationally recognized independent public accounting firm in a manner that does not unreasonably interfere with the conduct of Landlord's business. Notwithstanding the foregoing, Tenant shall not have the right to audit Landlord's books and records regarding the Operating Expenses for any calendar year if there exists an Event of Default or any circumstance exists that with the giving of notice, the passage of time, or both, would constitute an Event of Default. Tenant (and its agents, employees and accountants) shall hold the results of such audit in strict confidence and not disclose the same to any third party, except as is necessary during any dispute between Landlord and Tenant related thereto or as required by law. A copy of the results of any such audit shall be promptly provided to Landlord, and Landlord may conduct an independent review of the same. If there is any disagreement regarding the results of any such audit, the parties shall select a third party auditor to resolve the dispute. Tenant shall not employ any person or entity to audit Landlord's books and records whose compensation is based, in whole or in part, on a contingency fee or the results of the audit. Provided that Tenant's audit discloses a variance of greater than five (5%) per cent from



the Annual Operating Expense Statement, Landlord shall reimburse Tenant for the reasonable cost of the audit.


6. Operating Expenses.

a. "Operating Expenses", for each calendar year, shall consist of (i) all Operating Costs for the Building; plus (ii) the proportionate share of the ownership, management, maintenance, repair, replacement and operating costs accruing during each such calendar year for the common areas in the Project allocable to the Building.

b. "Operating Costs" shall mean all expenses, costs and accruals (excluding therefrom, however, specific costs billed to or otherwise incurred for the particular benefit of specific tenants of the Building) of every kind and nature, computed on an accrual basis, incurred or accrued in connection with, or relating to, the ownership, operation, management, maintenance, repair and replacement of the Building and interior and exterior common areas serving the Building during each calendar year, including, but not limited to the following: wages and salaries (including taxes, insurance and benefits) of all on and off-site employees; supplies; tools; equipment; utilities; trash removal; snow and ice removal; maintenance, management and service agreements; inspections; legal and accounting services relating to management and maintenance of the Building; insurance (including all deductible and co-insurance payments made by Landlord in connection therewith); reasonable replacement reserves per BOMA standards (but excluding other items classified as capital costs per Generally Accepted Accounting Procedures "GAAP"); maintaining, striping, repairing, replacing, repaving and lighting grounds, streets, parking areas, sidewalks, curbs and walkways, landscaping, drainage and lighting facilities; and all taxes, assessments and governmental charges, whether or not directly paid by Landlord, attributable to the Building or said common areas, together with consultation, legal fees and costs resulting from any challenge of tax assessments (but excluding federal and state income taxes, franchise taxes, and other taxes imposed on the income of Landlord).

c. Notwithstanding any language contained herein to the contrary, Tenant hereby agrees that, during any calendar year in which the entire Building is not provided with Building Standard Services or is not completely occupied, Landlord shall compute all Variable Operating Costs (defined below) for such calendar year as though the entire Building were provided with Building Standard Services and were completely occupied. For purposes of this Lease the term "Variable Operating Costs" shall mean any operating cost that is variable with the level of occupancy of the Building (e.g. utilities and cleaning services). In the event that Landlord excludes from "Operating Costs" any specific costs billed to or otherwise incurred for the particular benefit of specific tenants of the Building or to other buildings or projects on the Land, Landlord shall have the right to increase "Operating Costs" by an amount equal to the cost of providing standard services similar to the services for which such excluded specific costs were billed or incurred. In no event shall Landlord receive from all tenants of the Building more than one hundred percent (100%) of any Operating Costs.

7. Security Deposit . Tenant hereby agrees to pay to Landlord a security deposit



equal in amount to one month(s) Base Rental on the day this Lease is executed by Tenant (the "Security Deposit"). Upon the occurrence of any Event of Default by Tenant, Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrears of Rental, including, but not limited to, the cost of any damage, injury, expense, or liability caused by any Event of Default by Tenant hereunder. Any remaining balance of the Security Deposit shall be returned by Landlord to Tenant within a reasonable period of time after the termination or expiration of this Lease and the satisfaction of Tenant's obligations hereunder. The Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Tenant shall not be entitled to receive and shall not receive any interest on the Security Deposit, and Landlord may commingle the same with other monies of Landlord. In the event Landlord applies the Security Deposit or any portion thereof to the payment of any sum described above and this Lease is not terminated, Tenant shall immediately deposit with Landlord an amount of money equal to the amount so applied and such amount shall be deemed to be part of the Security Deposit. In the event of a sale or transfer of Landlord's interest in the Premises or the Building, Landlord shall have the right to transfer the Security Deposit to the purchaser or lessor, as the case may be, and upon any such transfer Landlord shall be relieved of all liability to Tenant for the return of the Security Deposit, and Tenant shall look solely to the new owner or lessor for the return of the Security Deposit.

8. Services . Landlord shall furnish the following services to Tenant during the term of this Lease ("Building Standard Services"):

a. Hot and cold domestic water and common use rest rooms and toilets at locations provided for general use, in such amounts as are reasonably determined by Landlord.

b. Subject to curtailment as required by governmental laws, rules or mandatory regulations, central heat and air conditioning as reasonably required.

c. Electric lighting service for all public areas and special service areas of the Building in such amounts and locations as are reasonably determined by Landlord.

d. Janitor service five (5) days per week, exclusive of holidays, in such manner as Landlord reasonably determines; provided, however, if Tenant's floor coverings or other improvements are other than Building standard, Tenant shall pay one hundred and fifteen percent (115%) of the actual additional cleaning cost, if any, attributable thereto.

e. Access control for the Building to the extent and in the manner reasonably determined by Landlord; provided, however, Landlord shall have no responsibility to prevent, and shall not be liable to Tenant for, any liability or loss to Tenant, its agents, employees and visitors arising out of losses due to theft, burglary, or damage or injury to persons or property caused by persons gaining access to the Premises, and Tenant hereby releases Landlord from all liability for such losses, damages or injury.

f. Sufficient electrical capacity to operate (i) incandescent lights, typewriters,

calculating machines, photocopying machines and other machines of similar low voltage electrical consumption (120/208 volts), provided that the total rated electrical design load for said lighting and machines of low electrical voltage shall not exceed eight (8.00) watts per square foot of Usable Area; and (ii) lighting and equipment of high voltage electrical consumption (277/480 volts), provided that the total rated electrical design load for said lighting and equipment of high electrical voltage shall not exceed eight (8.00) watts per square foot of Usable Area. If Tenant's electrical consumption exceeds the foregoing standards, then Landlord shall have the right to install a separate meter for the Premises at Tenant's expense, such that Tenant shall be billed the costs associated with electricity consumed in excess of Building standard. If Tenant requires that certain areas within the Premises operate in excess of the normal Building Operating Hours (as defined in Exhibit E), the electrical service to such areas shall be separately circuited and metered such that Tenant shall be billed the costs associated with electricity consumed during hours other than Building Operating Hours.

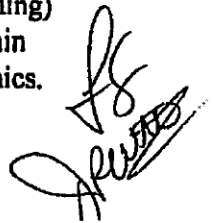
g. Building standard fluorescent bulb replacement in all areas and all incandescent bulb replacement in General Common Areas and On-Floor Common Areas.

h. Non-exclusive multiple cab passenger service to the Premises during Building Operating Hours (as defined in Exhibit E) and at least one (1) cab passenger service to the Premises twenty-four (24) hours per day.

i. Failure by Landlord to furnish the services described in this Section, or any cessation thereof, shall not render Landlord liable for damages to either person or property, nor be construed as an eviction of Tenant, nor work an abatement of rent, nor relieve Tenant from fulfillment of any covenant or agreement hereof. In addition to the foregoing, should any of the equipment or machinery, for any cause, fail to operate, or function properly, Tenant shall have no claim for rebate of rent or damages on account of an interruption in service occasioned thereby or resulting therefrom; provided, however, Landlord agrees to use reasonable efforts to repair said equipment or machinery promptly and to restore said services.

9. Keys and Locks . Landlord shall furnish Tenant with two (2) keys for each Building standard lockset on code required doors entering the Premises from public areas. Additional keys will be furnished by Landlord upon an order signed by Tenant and at Tenant's expense. All such keys shall remain the property of Landlord. No additional locks shall be allowed on any door of the Premises without Landlord's permission, and Tenant shall not make or permit to be made any duplicate keys. Upon termination of this Lease, Tenant shall surrender to Landlord all keys to any locks on doors entering or within the Premises, and give to Landlord the explanation of the combination of all locks for safes, safe cabinets and vault doors, if any, in the Premises.

10. Graphics, Building Directory and Name . Landlord shall provide and install all graphics, letters, and numerals at the entrance to the Premises and strips (based on the ratio that the Net Rentable Area of the Premises bears to the total Net Rentable Area of the Building) containing a listing of Tenant's name on the Building directory board to be placed in the main lobby of the Building. All such letters and numerals shall be in the Building standard graphics.



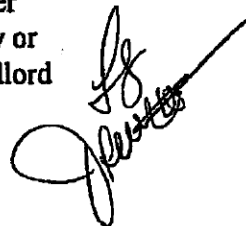
Tenant agrees that Landlord shall not be liable for any inconvenience or damage occurring as a result of any error or omission in any directory or graphics. No signs, numerals, letters or other graphics shall be used or permitted on the exterior of, or may be visible from outside, the Premises, unless approved in writing by Landlord.

11. Parking. Tenant shall have the non-exclusive right to use the parking lot serving the Building. Landlord may make, modify and enforce reasonable rules and regulations relating to the parking of vehicles, and Tenant agrees to abide by such rules and regulations. This Lease does not grant Tenant (or its agents, employees, contractors and visitors) the exclusive right to use any parking areas serving the Building. Landlord may, from time to time, designate specific portions of the parking lot as reserved areas, and Tenant shall have no right to park in such reserved areas. Landlord shall provide on a non-exclusive basis five parking spaces per thousand rentable square feet of building for the entire Project.

12. Entry for Repairs and Inspection. Tenant shall permit Landlord and its contractors, agents or representatives to enter into and upon any part of the Premises during reasonable hours to inspect or clean the same, make repairs, alterations or additions thereto, and, upon reasonable prior notice to Tenant, for the purpose of showing the same to prospective tenants or purchasers. Landlord shall use its reasonable efforts not to interfere materially with the operation of Tenant's business during any such entry.

13. Laws and Regulations; Encumbrances; Rules of Building. Tenant shall comply with, and Tenant shall cause its employees, contractors and agents to comply with, and shall use its best efforts to cause its visitors and invitees to comply with, (i) all laws, ordinances, orders, rules and regulations of all state, federal, municipal and other governmental or judicial agencies or bodies relating to the use, condition or occupancy of the Premises, (ii) all recorded easements, operating agreements, parking agreements, declarations, covenants and instruments encumbering the Premises, and (iii) the rules of the Building reasonably adopted and altered by Landlord from time to time for the safety, care and cleanliness of the Premises and Building and for the preservation of good order therein. The initial rules of the Building are attached hereto and incorporated herein as Exhibit F.

14. Hazardous Substances. Tenant shall comply, at its sole expense, with all laws, ordinances, orders, rules and regulations of all state, federal, municipal and other governmental or judicial agencies or bodies relating to the protection of public health, safety, welfare or the environment (collectively, "Environmental Laws") in the use, occupancy and operation of the Premises. Tenant agrees that no Hazardous Substances shall be used, located, stored or processed on the Premises or be brought onto any other portion of the Building by Tenant or any of its agents, employees, contractors, assigns, subtenants, guest or invitees, and no Hazardous Substances will be released or discharged from the Premises. The term "Hazardous Substances" shall mean and include all hazardous and toxic substances, waste or materials, any pollutant or contaminant, including, without limitation, PCB's, asbestos and raw materials that include hazardous constituents or any other similar substances or materials that are now or hereafter included under or regulated by any Environmental Laws or that would pose a health, safety or environmental hazard. Tenant hereby agrees to indemnify, defend and hold harmless Landlord



from and against any and all losses, liabilities (including, but not limited to, strict liability), damages, injuries, expenses (including, but not limited to, court costs, litigation expenses, reasonable attorneys' fees and costs of settlement or judgment), suits and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, Landlord by any person, entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence in or the escape, leakage, spillage, discharge, emission or release from the Premises of any Hazardous Substances or the presence of any Hazardous Substances placed on or discharged from the Building by Tenant or any of its agents, employees, contractors, assigns, subtenants, guest or invitees.

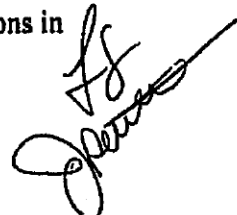
15. Tenant Taxes. Tenant shall pay promptly when due all taxes directly or indirectly imposed or assessed upon Tenant's gross sales, business operations, machinery, equipment, trade fixtures and other personal property or assets, whether such taxes are assessed against Tenant, Landlord or the Building. In the event that such taxes are imposed or assessed against Landlord or the Building, Landlord shall furnish Tenant with all applicable tax bills, public charges and other assessments or impositions and Tenant shall forthwith pay the same either directly to the taxing authority or, at Landlord's option, to Landlord.

16. Leasehold Improvements.

a. Tenant shall receive a tenant improvement allowance of \$18.00 per rentable square foot (the "Allowance"). Landlord will prepare the Premises in accordance with Tenant's approved plans; provided, however, Landlord shall not be required (nor shall Tenant be allowed) to install any improvements that are not compatible with Landlord's plans and specifications for the Building or which are not approved by Landlord or Landlord's architect. The cost of any Tenant Improvements in excess of \$18.00 per rentable square foot shall be borne by Tenant in accordance with the terms of the Work Letter Agreement attached hereto as Exhibit "B".

b. If for any reason the Premises should not be ready for occupancy by the Commencement Date, Landlord shall not be liable or responsible for any claims, damages or liabilities in connection therewith or by reason thereof. Notwithstanding the above, Landlord recognizes that time is of the essence for Tenant to occupy the premises by the Commencement Date stated herein. Landlord will use its best efforts to take, or cause to be taken, any and all reasonable and necessary steps within Landlord's dominion and control to ensure that the leasehold improvements as set forth on the construction documents prepared by Design Collective and dated August 10, 1999 are complete so as to allow Tenant occupancy by the Commencement Date. Should Landlord have cause for concern as to the timely substantial completion of the leasehold improvements as set forth herein, it shall notify Tenant accordingly and permit Tenant the opportunity to prioritize, to the extent practicable, the work on leasehold improvements to facilitate Tenant's possession and occupancy with functionality of the premises most critical to Tenant's business operations. Tenant shall notify Landlord in timely fashion of the improvements most critical to Tenant's operation.

c. Tenant shall not make or allow to be made any alterations or physical additions in or to the Premises, or place safes, vaults or other heavy furniture or equipment within the



Premises, without first obtaining the written consent of Landlord which consent shall not be unreasonably withheld so long as said alterations do not impact on Building systems or structure and are not visible from outside the Premises. All repairs, alterations or additions that affect the Building's structural components or the Building's mechanical, electrical and plumbing systems shall be made solely by Landlord or its contractor.

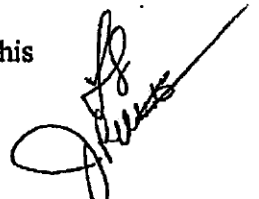
d. Tenant shall indemnify and hold Landlord harmless from and against all costs (including reasonable attorneys' fees and costs of suit), losses, liabilities, or causes of action arising out of or relating to any alterations, additions or improvements made by Tenant to the Premises, including, but not limited to, any mechanics' or materialmen's liens asserted in connection therewith. No portion of Landlord's interest in the Building shall be subject to attachment on account of any work performed by or on account of Tenant, and Tenant shall provide written notice of same to all of its contractors.

Should any mechanic's or other liens be filed against any portion of the Building by reason of Tenant's acts or omissions or because of a claim against Tenant, Tenant shall cause the same to be canceled or discharged of record by bond or otherwise within thirty (30) days after notice by Landlord. If Tenant shall fail to cancel or discharge said lien or liens, within said thirty (30) day period, Landlord may, at its sole option, cancel or discharge the same and upon Landlord's demand, Tenant shall promptly reimburse Landlord for all reasonable costs incurred in canceling or discharging such liens, plus an administrative fee equal to fifteen percent (15%) of such costs.

17. Repairs by Landlord. Landlord shall make such repairs to exterior, roof and structural portions of the Building, the general Building systems and common areas of the Building as Landlord may deem necessary for normal operations, and Landlord shall not otherwise be obligated to make improvements to, or repairs of, the Premises or the Building. The cost of such repairs shall be a part of Operating Expenses; except that Tenant shall pay on demand Landlord's costs for any repairs necessitated by the acts or omissions of Tenant or Tenant's agents, contractors, employees, visitors or invitees, plus an administrative fee of fifteen percent (15%) of such costs.

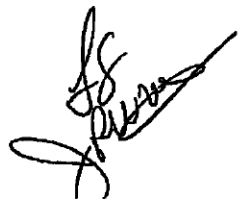
Should Landlord fail to commence any reasonable and necessary maintenance, repairs, replacements or improvements which it is required to perform hereunder within ten (10) days after written notice from Tenant to Landlord and thereafter diligently proceed with such work until completion, Tenant may, at its option, perform any such maintenance, repairs, replacements or improvements, and Landlord shall pay to Tenant on demand Tenant's reasonable and necessary costs thereof, plus an administrative fee of fifteen (15%) per cent of such costs. In the event that a failure, defect, or interruption of service has occurred for which Landlord is responsible hereunder and said failure, defect, or interruption of service is adversely affecting the functionality of Tenant's computer and/or communications capabilities, Tenant may proceed immediately hereunder in the event that Landlord fails to take or authorize the reasonable and necessary immediate remedial action.

18. Repairs by Tenant. Except for Landlord's express repair obligations under this Lease, Tenant shall at its own cost and expense, keep the Premises and all leasehold



improvements in good and clean condition, and Tenant shall perform all maintenance, repairs and replacements necessary to accomplish the same. In addition, Tenant shall perform all maintenance, repairs, replacements and improvements required by any governmental law, ordination, rule or regulation. If Tenant fails to commence any maintenance, repairs, replacements or improvements which it is required to perform hereunder within ten (10) days after written notice from Landlord to Tenant and thereafter diligently proceed with such work until completion, Landlord may, at its option, perform any such maintenance, repairs, replacements or improvements deemed necessary by Landlord, and Tenant shall pay to Landlord on demand Landlord's cost thereof, plus an administrative fee of fifteen percent (15%) of such costs.

19. Condemnation. If all or substantially all of the Premises, or such portion of the Premises or the Building as would render, in Landlord's reasonable judgment, the continuance of Tenant's business from the Premises impracticable, shall be permanently taken or condemned for any public purpose, then Landlord or Tenant may terminate this Lease. If less than all or substantially all of the Premises or any portion of the Building shall be taken, then Landlord shall have the option of terminating this Lease by written notice to Tenant within ten (10) days following the date of such condemnation or taking. If this Lease is terminated as provided above, this Lease shall cease and expire as of the date of the taking. In the event that this Lease is not terminated and a portion of the Premises is taken, Tenant shall pay the Rental up to the date of the taking, and this Lease shall thereupon cease and terminate with respect to the portion of the Premises so taken. Thereafter the Base Rental and Additional Rental shall be adjusted on an equitable basis. If this Lease is not terminated, Landlord shall promptly repair the Premises or the Building, as the case may be, to an architectural unit, fit for Tenant's occupancy and business; provided, however, that Landlord's obligation to repair hereunder shall be limited to the extent of the net proceeds from such taking made available to Landlord for such repair. In the event of any temporary taking or condemnation for any public purpose of the Premises, the Building or any portion thereof, this Lease shall continue in full force and effect except that Base Rental and Additional Rental shall be adjusted on an equitable basis for the period of such taking, and Landlord shall be under no obligation to make any repairs or alterations. In the event of any taking of the Premises, Tenant hereby assigns to Landlord the value of all or any portion of the unexpired term of the Lease and all leasehold improvements, and Tenant shall not assert a claim for a condemnation award therefor; provided, however, Tenant may pursue a separate award from the condemning authority for (a) relocation and moving expenses, and (b) compensation for loss of Tenant's business.



20. Casualty .

a. In the event any portion of the Premises or any portion of the General Common Areas (or, if Tenant is on a multi-tenant floor, any portion of the On-Floor Common Areas for the floor on which the Premises are located) is damaged by fire or other casualty, earthquake or flood or by any other cause of any kind or nature, and the damage can, in the opinion of the Landlord's architect, be repaired within ninety (90) calendar days from the date of the casualty, then Landlord shall repair the damage. In the event the damage cannot, in the opinion of Landlord's architect, be repaired within ninety (90) days from the date of the casualty, but can be repaired within one hundred eighty (180) days from the date of the casualty, Landlord, at Landlord's sole option, may elect either to terminate this Lease or to repair the damage. If in Landlord's opinion of Landlord's architect, the damage cannot be repaired within one hundred eighty (180) days from the date of the casualty, then both Landlord and Tenant shall have the right to terminate this Lease.

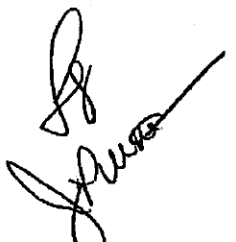
b. Notwithstanding any language herein to the contrary, Landlord, at Landlord's sole option, shall have the right to terminate this Lease if at the time of any such damage, (i) less than two (2) years remain in the term of this Lease; (ii) the cost of repairing and restoring the damage exceeds twenty-five percent (25%) of the replacement cost of the Building; or (iii) Landlord's lender does not make the insurance proceeds available to Landlord to restore the Premises.

c. In the event this Lease is not terminated as provided hereunder (i) Landlord shall be obligated to repair the damage only to the extent of the net insurance proceeds available to Landlord for the purpose of rebuilding and restoration; (ii) to the extent Landlord has rental loss insurance proceeds available, Tenant shall be entitled to a pro rata abatement of Base Rental and Additional Rental during the period of time the Premises, or any portion thereof, are untenantable due to such damage; and (iii) if the Premises, the Building, or any portion thereof shall be damaged through the negligence or willful misconduct of Tenant and the cost of repairing the same is not covered by Landlord's insurance, such damage shall be repaired by Landlord at the sole expense of Tenant, plus an administrative fee to Landlord of fifteen percent (15%) of such costs.

d. In the event of any termination of this Lease under this Section, this Lease shall cease and terminate as if the date of such damage were the expiration date of the term of this Lease.

21. Insurance .

a. Landlord shall maintain property insurance coverage on the Building. Said insurance shall be maintained in amounts desired by Landlord and payments for losses thereunder shall be made solely to Landlord. Tenant shall maintain at its expense business interruption insurance and property insurance coverage at full replacement cost on of all its personal property, including removable trade fixtures located in the Premises and on all additions and improvements (including fixtures) made by Tenant.



b. Landlord and Tenant shall each maintain a policy or policies of commercial general liability insurance. Such insurance shall afford minimum protection (which may be affected by primary and/or excess coverage) of not less than \$3,000,000 per occurrence for injury to or death of any person and of not less than \$500,000.00 per occurrence for property damage.

c. If Tenant shall fail to procure and maintain the insurance required herein, Landlord may, but shall not be required to, procure and maintain the same, but at the expense of Tenant, plus a fifteen percent (15%) administrative fee, which Tenant shall pay to Landlord upon demand. Unless otherwise permitted by Landlord, Tenant's insurance required hereunder shall be in companies rated A-, Class XII in "Best's Insurance Guide." Tenant shall deliver to Landlord prior to occupancy of the Premises copies of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Landlord. Tenant shall deliver to Landlord renewals of such policies or certificates at least thirty (30) days prior to their expiration. No policy shall be cancelable or subject to reduction of coverage except after thirty (30) days' prior written notice to Landlord.

d. The cost of Landlord's insurance shall be included in Operating Expenses. However, if the annual premiums to be paid by Landlord shall exceed the standard rates because of Tenant's operations within, or contents of, the Premises, Tenant shall promptly pay the excess amount of the premium upon request by Landlord.

e. Anything in this Lease to the contrary notwithstanding, Landlord and Tenant each hereby waives any and all rights of recovery, claim, action or cause of action, against the other, its agents, servants, partners, shareholders, officers or employees, for personal injury, loss or damage to business, and loss or damage that may occur to the Premises, the Building or the Project or any personal property located thereon arising from any cause that (a) would be insured against under the terms of any insurance required to be carried hereunder; or (b) is insured against under the terms of any insurance actually carried, regardless of whether the same is required hereunder. The foregoing waiver shall apply regardless of the cause or origin of such claim, including but not limited to the negligence of a party, or such party's agents, officers, employees or contractors. The foregoing waiver shall not apply if it would have the effect, but only to the extent of such effect, of invalidating any insurance coverage of Landlord or Tenant. Each party shall obtain any special endorsements, if any, required by their respective insurers to evidence compliance with the aforementioned waiver.

22. Damages from Certain Causes . Landlord shall not be liable or responsible to Tenant for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, riot, strike, insurrection, war, act or omission of any tenant or occupant of the Building, any nuisance or interference caused or created by any tenant or occupant of the Building, requisition or order of governmental body or authority, court order or injunction, or any cause beyond Landlord's control or, except in the case of the gross negligence or intentional misconduct of Landlord, for any damage or inconvenience which may arise through repair or alteration of any part of the Building.



23. Hold Harmless . Landlord shall not be liable to Tenant, its agents, servants, employees, contractors, customers or invitees for any damage to person or property caused by any act, omission or neglect of Tenant. Without limiting or being limited by any other indemnity in this Lease, but rather in confirmation and furtherance thereof, Tenant agrees to indemnify, defend by counsel reasonably acceptable to Landlord and hold Landlord harmless of, from and against any and all losses, damages, liabilities, claims, liens, costs and expenses (including, but not limited to, court costs, reasonable attorneys' fees and litigation expenses) in connection with injury to or death of any person or damage to or theft, loss or loss of the use of any property occurring in or about the Premises, the Building or the Project arising from Tenant's occupancy of the Premises, or the conduct of its business or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Premises, the Building or the Project, or from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Lease, or due to any other act or omission or willful misconduct of Tenant or any of its agents, employees, contractors, assigns, subtenants, guest or invitees.

24. Default and Remedies.

a. The occurrence of any of the following shall constitute a default under and breach of this Lease by Tenant (an "Event of Default"):

- i) Failure by Tenant to pay any Rental within (5) days after written notice that the same is past due;
- ii) Abandonment of the Premises;
- iii) Failure by Tenant to observe or perform any of the covenants in respect of assignment and subletting;
- iv) Failure by Tenant to cure forthwith, immediately after receipt of notice from Landlord, any hazardous condition which Tenant has created or permitted in violation of law or of this Lease;
- v) Failure by Tenant to complete, execute and deliver any instrument or document required to be completed, executed and delivered by Tenant within twenty (20) days after the initial written demand therefor to Tenant;
- vi) Failure by Tenant to observe or perform any other covenant, agreement, condition or provision of this Lease, if such failure shall continue for thirty (30) days after written notice thereof from Landlord to Tenant; provided that such thirty (30) day period shall be extended for the time reasonably required to complete such cure, if such failure cannot reasonably be cured within said thirty (30) day period and Tenant commences to cure such failure within said thirty (30) day period and thereafter diligently and continuously proceeds to cure such failure;



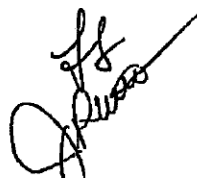
- vii) The levy upon execution or the attachment by legal process of the leasehold interest of Tenant, or the filing or creation of a lien in respect of such leasehold interest, which lien shall not be released or discharged within thirty (30) days from the date of such filing;
- viii) Tenant or any guarantor of Tenant's obligations under this Lease becomes insolvent or bankrupt or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of a trustee or receiver for all or a major part of its property;
- ix) A trustee or receiver is appointed for Tenant, any guarantor of Tenant's obligations under this Lease or for a major part of either party's property and is not discharged within sixty (60) days after such appointment;
- x) Any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding, or other proceeding for relief under any bankruptcy law or similar law for the relief of debtors, is instituted (A) by Tenant or any guarantor of Tenant's obligations under this Lease, or (B) against Tenant or any guarantor of Tenant's obligations under this Lease and is allowed against it or is consented to by it or is not dismissed within sixty (60) days after such institution;
- xi) Tenant's repeated or continued failure to timely pay any Rental due Landlord hereunder where such failure shall continue or be repeated for two (2) consecutive months, or for a total of four (4) months in any period of twelve (12) consecutive months; or
- xii) Tenant's repeated failure to observe or perform any of the other covenants, terms or conditions hereof more than six (6) times, in the aggregate, in any period of twelve (12) consecutive months.

b. Upon the occurrence of an Event of Default, Landlord shall have the option to do and perform any one or more of the following in addition to, and not in limitation of, any other remedy or right permitted it by law or in equity or by this Lease:

- a. Landlord, with or without terminating this Lease, may immediately or at any time thereafter re-enter the Premises and correct or repair any condition which shall constitute a failure on Tenant's part to keep, observe, perform, satisfy, or abide by any term, condition, covenant, agreement, or obligation of this Lease, and Tenant shall fully reimburse and compensate Landlord on demand.
- b. Landlord, with or without terminating this Lease, may immediately or at

any time thereafter demand in writing that Tenant vacate the Premises and thereupon Tenant shall vacate the Premises and remove therefrom all property thereon belonging to or placed on the Premises by, at the direction of, or with consent of Tenant within ten (10) days of receipt by Tenant of such notice from Landlord, whereupon Landlord shall have the right to re-enter and take possession of the Premises.

- c. Landlord, with or without terminating this Lease, may immediately or at any time thereafter, re-enter the Premises and remove therefrom Tenant and all property belonging to or placed on the Premises by, at the direction of, or with consent of Tenant. Any such re-entry and removal by Landlord shall not of itself constitute an acceptance by Landlord of a surrender of this Lease or of the Premises by Tenant and shall not of itself constitute a termination of this Lease by Landlord.
- d. Landlord, with or without terminating this Lease, may immediately or at any time thereafter relet the Premises or any part thereof for such time or times, at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable, and Landlord may make any alterations or repairs to the Premises which it may deem necessary or proper to facilitate such reletting; and Tenant shall pay all costs of such reletting including but not limited to the cost of any such alterations and repairs to the Premises, attorneys' fees, leasing inducements, and brokerage commissions; and if this Lease shall not have been terminated, Tenant shall continue to pay all rent and all other charges due under this lease up to and including the date of beginning of payment of rent by any subsequent tenant of part or all of the Premises, and thereafter Tenant shall pay monthly during the remainder of the term of this Lease the difference, if any, between the rent and other charges collected from any such subsequent tenant or tenants and the rent and other charges reserved in this Lease, but Tenant shall not be entitled to receive any excess of any such rents collected over the rents reserved herein.
- e. Landlord may immediately or at any time thereafter terminate this Lease, and this Lease shall be deemed to have been terminated upon receipt by Tenant of written notice of such termination; upon such termination Landlord shall recover from Tenant all damages Landlord may suffer by reason of such termination including, without limitation, unamortized sums expended by Landlord for leasing commissions and construction of tenant improvements, all arrearages in rentals, costs, charges, additional rentals, and reimbursements, the cost (including court costs and attorneys' fees) of recovering possession of the Premises, the cost of any alteration of or repair to the Premises which is necessary or proper to prepare the same for reletting and, in addition thereto, Landlord at its election shall



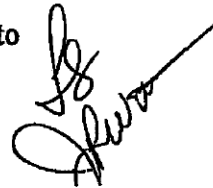
have and recover from Tenant either (A) an amount equal to the excess, if any, of the total amount of all rents and other charges to be paid by Tenant for the remainder of the term of this Lease over the then reasonable rental value of the Premises for the remainder of the term of this Lease, or (B) the rents and other charges which Landlord would be entitled to receive from Tenant pursuant to the provisions of subsection (iv) if the Lease were not terminated. Such election shall be made by Landlord by serving written notice upon Tenant of its choice of one of the two said alternatives within thirty (30) days of the notice of termination.

- f. The exercise by Landlord of any one or more of the rights and remedies provided in this Lease shall not prevent the subsequent exercise by Landlord of any one or more of the other rights and remedies herein provided. All remedies provided for in this Lease are cumulative and may, at the election of Landlord, be exercised alternatively, successively, or in any other manner and are in addition to any other rights provided for or allowed by law or in equity.
- g. No act by Landlord with respect to the Premises shall terminate this Lease, including, but not limited to, acceptance of the keys, institution of an action for detainer or other dispossessory proceedings, it being understood that this Lease may only be terminated by express written notice from Landlord to Tenant, and any reletting of the Premises shall be presumed to be for and on behalf of Tenant, and not Landlord, unless Landlord expressly provides otherwise in writing to Tenant.

25. Late Payments . In the event any installment of any Rental owed by Tenant hereunder is not paid within five (5) days of the date when due, Tenant shall pay a late charge equal to the greater of \$100.00 or two (2.0%) per cent of the amount due. The parties agree that such charge is a fair and reasonable estimate of Landlord's administrative expense incurred on account of late payment. Should Tenant make a partial payment of past due amounts, the amount of such partial payment shall be applied first to reduce all accrued and unpaid late charges, in inverse order of their maturity, and then to reduce all other past due amounts, in inverse order of their maturity.

26. Attorney's Fees . If either party initiates any action to enforce its rights under this Lease or the terms hereof, the prevailing party shall be entitled to collect from the non-prevailing party all court costs, reasonable attorneys fees and litigation expenses, including, but not limited to, costs of depositions and expert witnesses, that the prevailing party incurs in connection with such action.

27. No Waiver of Rights . No failure or delay of Landlord to exercise any right or power given it herein or to insist upon strict compliance by Tenant of any obligation imposed on it herein and no custom or practice of either party hereto at variance with any term hereof shall constitute a waiver or a modification of the terms hereof by Landlord or any right it has herein to




demand strict compliance with the terms hereof by Tenant. No waiver of any right of Landlord or any default by Tenant on one occasion shall operate as a waiver of any of Landlord's other rights or of any subsequent default by Tenant. No express waiver shall affect any condition, covenant, rule, or regulation other than the one specified in such waiver and then only for the time and in the manner specified in such waiver. No person has or shall have any authority to waive any provision of this Lease unless such waiver is expressly made in writing and signed by an authorized officer of Landlord.

28. Holding Over. In the event of holding over by Tenant after expiration or termination of this Lease without the written consent of Landlord, Tenant shall pay as rent for such holdover period one hundred twenty-five percent (125%) of the Rental that would have been payable if this Lease had not so terminated or expired). No holding over by Tenant after the term of this Lease shall be construed to extend this Lease, and Tenant shall be deemed a tenant at will, terminable on five (5) days notice from Landlord. In the event of any unauthorized holding over, Tenant shall indemnify Landlord against all claims for damages by any other tenant to whom Landlord shall have leased all or any part of the Premises effective upon the termination of this Lease.

29. Subordination.

a. This Lease and the rights of Tenant hereunder shall be and are hereby expressly made subject to and subordinate at all times to any deed of trust or mortgage (a "Mortgage") or ground lease now or hereafter existing on the Building, and to all amendments, modifications, renewals, extensions, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security thereof; provided, however, that the holder of the deed of trust or mortgage (the "Mortgagee") or the ground lessor, as applicable, shall, so long as no Event of Default has occurred, not disturb Tenant in its possession of the Premises. Upon request, Tenant agrees to execute and deliver to Landlord such further instruments consenting to or confirming the subordination of this Lease to the Mortgage or ground lease and containing such other provisions which may be requested in writing by Landlord, the Mortgagee or the ground lessor. Notwithstanding anything to the contrary contained herein, any Mortgagee may subordinate, in whole or in part, its Mortgage to this Lease without joinder of Tenant by sending Tenant notice in writing.

b. Tenant agrees that if Landlord defaults in the performance or observance of any covenant or condition of this Lease required to be performed or observed by Landlord hereunder, Tenant will give written notice specifying such default by certified or registered mail, postage prepaid, to any Mortgagee or any ground lessor of which Tenant has been notified in writing, and before Tenant exercises any right or remedy which it may have on account of any such default of Landlord, such party shall have a reasonable amount of time to cure such default of Landlord, including but not limited any time required to obtain possession of the mortgaged or leased estate. Whether or not any Mortgage is foreclosed or any ground lease is terminated, or any Mortgagee or ground lessor succeeds to any interest of Landlord under this Lease, no Mortgagee or ground lessor shall have any liability to Tenant for any security deposit paid to Landlord by Tenant hereunder, unless such security deposit has actually been received by such Mortgagee or



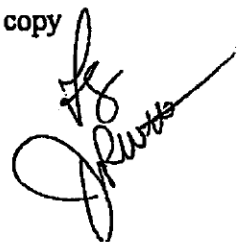
ground lessor. No Mortgagee or ground lessor of which Tenant has been notified, in writing, shall be bound any amendment or modification of this Lease made without the written consent of such Mortgagee or ground lessor, nor shall any such party be liable for any defaults of Landlord under this Lease.

30. Estoppel Certificate. Tenant agrees that, from time to time upon request by Landlord, or any existing or prospective Mortgagee or ground lessor, Tenant will complete, execute and deliver a written estoppel certificate certifying (a) that this Lease is unmodified and is in full force and effect (or if there have been modifications, that this Lease, as modified, is in full force and effect and setting forth the modifications); (b) the amounts of the monthly installments of Base Rental, Additional Rental and other sums then required to be paid under this Lease by Tenant; (c) the date to which the Base Rental, Additional Rental and other sums required to be paid under this Lease by Tenant have been paid; (d) that Landlord is not in default under any of the provisions of this Lease, or if in default, the nature thereof in detail and what is required to cure same; and (e) such other information concerning the status of this Lease or the parties' performance hereunder reasonably requested by Landlord or the party to whom such estoppel certificate is to be addressed.

31. Sublease or Assignment by Tenant.

a. The Tenant shall not, without the Landlord's prior written consent, which will not be unreasonably withheld, (i) assign, convey, mortgage, pledge, encumber, or otherwise transfer (whether voluntarily, by operation of law, or otherwise) this Lease or any interest hereunder; (ii) allow any lien to be placed upon Tenant's interest hereunder; (iii) sublet the Premises or any part thereof; or (iv) permit the use or occupancy of the Premises or any part thereof by anyone other than Tenant. Any attempt to consummate any of the foregoing without Landlord's consent shall be void and of no force or effect. For purposes hereof, the transfer of the ownership or voting rights in a controlling interest of the voting stock of Tenant (if Tenant is a corporation) or the transfer of a general partnership interest or a majority of the limited partnership or membership interest in Tenant (if Tenant is a partnership or limited liability company), at any time throughout the term of this Lease, shall be deemed to be an assignment of this Lease. Notwithstanding anything hereinabove to the contrary alteration by Tenant of its form of business entity, including but not limited to changing from a limited liability company to a corporation, shall not be deemed an assignment of this Lease provided that: 1) notice of Tenant's intent to change the form of its business entity is provided to Landlord not less than thirty (30) days prior to any such change; and, 2) all assets of Tenant are transferred to the successor Tenant entity and there are no actions taken to transfer assets formerly belonging to Tenant from the successor Tenant entity or to transfer or assume new liabilities by the successor Tenant entity; and, 3) the successor Tenant entity specifically assumes in writing all of the obligations of Tenant hereunder in writing effective as of the date and time of the transfer of assets.

b. For any proposed assignment or subletting Tenant shall submit to Landlord a copy of the proposed sublease or assignment, and such additional information concerning the business, reputation and creditworthiness of the proposed sublessee or assignee as shall be



sufficient to allow Landlord to form a commercially reasonable judgment with respect thereto. If Landlord approves any proposed sublease or assignment, Landlord shall receive from Tenant as additional rent hereunder fifty percent (50%) of any rents or other sums received by Tenant pursuant to said sublease or assignment in excess of the rentals payable to Landlord by Tenant under this Lease (after deducting all of Tenant's reasonable costs associated therewith, including reasonable brokerage fees and the reasonable cost of remodeling or otherwise improving the Premises for said sublessee or assignee), as such rents or other sums are received by Tenant from the approved sublessee or assignee. Landlord may require that any rent or other sums paid by a sublessee or assignee be paid directly to Landlord.

c. Notwithstanding the giving by Landlord of its consent to any subletting, assignment or occupancy as provided hereunder or any language contained in such lease, sublease or assignment to the contrary, unless this Lease is expressly terminated by Landlord, Tenant shall not be relieved of any of Tenant's obligations or covenants under this Lease and Tenant shall remain fully liable hereunder.

32. Quiet Enjoyment. Landlord covenants that Tenant shall and may peacefully have, hold and enjoy the Premises free from hindrance by Landlord or any person claiming by, through or under Landlord but subject to the other terms hereof, provided that Tenant pays the Rental and other sums herein recited to be paid by Tenant and performs all of Tenant's covenants and agreements herein contained. It is understood and agreed that this covenant and any and all other covenants of Landlord contained in this Lease shall be binding upon Landlord and its successors only with respect to breaches occurring during the ownership of the Landlord's interest hereunder.

33. Landlord's Relocation Right. If the Premises contain less than twenty (20%) per cent of the rentable square feet of Building Two, upon one hundred twenty (120) days written notice to Tenant, Landlord may substitute for the Premises other premises in the Building (the "New Premises"), in which event the New Premises shall be deemed to be the Premises for all purposes hereunder, provided:

a. The New Premises shall be similar in size and shall either have substantially the same configuration as the Premises or a configuration substantially as usable for the purposes for which the Premises are being used by Tenant or, if possession of the Premises has not yet been delivered to Tenant, then for the purposes for which the Premises are to be used by Tenant, and the cost of which, together with Tenant's reasonable and necessary moving expenses shall be borne by Landlord.

b. Upon substitution of the New Premises for the Premises, the Net Rentable Area of the New Premises shall control for purposes of this Lease, and Tenant Percentage Share and the Base Rental shall be recalculated and adjusted based on the Net Rentable Area of the New Premises.

c. Tenant shall not be entitled to any compensation for any inconvenience or interference with Tenant's business, nor to any abatement or reduction in rent or other sums



payable by Tenant hereunder, nor shall Tenant's obligations under this Lease be otherwise affected, as a result of the substitution of the New Premises, except as otherwise expressly provided in this Section. Tenant agrees to cooperate with Landlord so as to facilitate the prompt completion by Landlord of its obligations under this Section. At Landlord's request, Tenant shall execute a supplement to this Lease confirming the substitution of the New Premises for the Premises.

34. Assignment by Landlord. Landlord shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder, in the Premises and the Building, and in such event and upon such transfer no further liability or obligation shall thereafter accrue against Landlord hereunder.

35. Limitation of Landlord's Personal Liability. Tenant specifically agrees to look solely to Landlord's equity interest in the Building for the recovery of any monetary judgment against Landlord, it being agreed that Landlord (and its partners, members and shareholders) shall never be personally liable for any such judgment. The provision contained in the foregoing sentence is not intended to, and shall not, limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or Landlord's successors in interest or any suit or action in connection with enforcement or collection of amounts which may become owing or payable under or on account of insurance maintained by Landlord.

36. Force Majeure. Landlord and Tenant (except with respect to the payment of Rental or any other monetary obligation under this Lease) shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease when prevented from so doing by a cause or causes beyond the Landlord's or Tenant's (as the case may be) control (excluding financial inability to perform), which shall include, without limitation, all labor disputes, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, acts of God, or any other cause not within the reasonable control of Landlord or Tenant (as the case may be).

37. Surrender of Premises. Upon the termination of this Lease by lapse of time or otherwise or upon the earlier termination of Tenant's right of possession, Tenant shall quit and surrender possession of the Premises to Landlord, broom clean, in the same condition as upon delivery of possession to Tenant hereunder, normal wear and tear excepted. Before surrendering possession of the Premises, Tenant shall, without expense to Landlord, remove all signs, furnishings, equipment, trade fixtures, merchandise and other personal property installed or placed in the Premises and all debris and rubbish, and Tenant shall repair all damage to Premises resulting from such removal. If Tenant fails to remove any of the signs, furnishings, equipment, trade fixtures, merchandise and other personal property installed or placed in the Premises by the expiration or termination of this Lease, then Landlord may, at its sole option, (i) treat Tenant as a holdover, in which event the provisions of this Lease regarding holding over shall apply; (ii) deem any or all of such items abandoned and the sole property of Landlord; or (iii) remove any and all such items and dispose of same in any manner. Tenant shall pay Landlord on demand any and all expenses incurred by Landlord in the removal of such items, including, without limitation, the cost of repairing any damage to the Premises or the Building caused by



such removal and storage charges (if Landlord elects to store such property).

38. **Notices** . Any notice or other communications required or permitted to be given under this Lease must be in writing and shall be effectively given or delivered if (a) hand delivered to the addresses for Landlord and Tenant stated below, (b) sent by certified or registered United States Mail, return receipt requested, to said addresses, or (c) sent by nationally recognized overnight courier (such as Federal Express, UPS Next Day Air or Airborne Express), with all delivery charges paid by the sender and signature required for delivery, to said address. Any notice mailed shall be deemed to have been given upon receipt or refusal thereof. Notice effected by hand delivery shall be deemed to have been given at the time of actual delivery. Either party shall have the right to change its address to which notices shall thereafter be sent and the party to whose attention such notice shall be directed by giving the other party notice thereof in accordance with the provisions of this Section.

a.

Landlord:

Donelson Corporate Centre
c/o Mr. Floyd Shechter
Cumberland Financial Services
631 Second Avenue South, Suite 1R
Nashville, TN 37210

with a copy to:

Mr. Robert E. Wood, Esq.
Boult, Cummings, Connors & Berry
414 Union Street, Suite 1600
Nashville, TN 37219

A handwritten signature in black ink, appearing to be "F. Shechter", is located in the bottom right corner of the page.

Tenant:

Automated License Systems, LLC
Attn: James P. Wilson, III
Donelson Corporate Centre
3055 Lebanon Road
Building Two, Suite 301
Nashville, TN 37214

with a copy to:

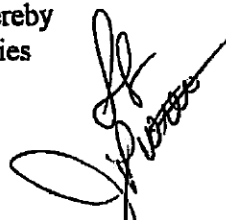
Ernest D. Bennett III, Esq.
Taylor, Pigue, Marchetti, Bennett & McCaskill, PLLC
2908 Poston Avenue
Nashville, TN 37203

Mr. Timothy Stowell
Corporate Real Estate Advisors
5115 Maryland Way, Suite 100
Brentwood, TN 37027

39.

Miscellaneous

- a. This Lease shall be binding upon and inure to the benefit of the successors and assigns of Landlord, and shall be binding upon and inure to the benefit of Tenant, its successors, and, to the extent assignment may be approved by Landlord hereunder, Tenant's assigns.
- b. All rights and remedies of Landlord and Tenant under this Lease shall be cumulative and none shall exclude any other rights or remedies allowed by law. This Lease is declared to be a Tennessee contract, and all of the terms hereof shall be construed according to the laws of the State of Tennessee.
- c. This Lease may not be altered, changed or amended, except by an instrument in writing executed by all parties hereto.
- d. If Tenant is a corporation, partnership, limited liability company or other entity, Tenant warrants that all consents or approvals required of third parties (including but not limited to its Board of Directors, partners or members) for the execution, delivery and performance of this Lease have been obtained and that Tenant has the right and authority to enter into and perform its covenants contained in this Lease.
- e. To the extent permitted by applicable law, the parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties



hereto against the other on any matters whatsoever arising out of or in any way connected with this lease, the relationship of landlord and tenant, Tenant's use or occupancy of the Premises and/or any claim of injury or damage. In the event Landlord commences any proceedings for nonpayment of rent or any other amounts payable hereunder, Tenant shall not interpose any counterclaim of whatever nature or description in any such proceeding, unless the failure to raise the same would constitute a waiver thereof. This shall not, however, be construed as a waiver of Tenant's right to assert such claims in any separate action brought by Tenant.

f. If any term or provision of this Lease, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and shall be enforceable to the extent permitted by law.

g. Time is of the essence in this Lease.

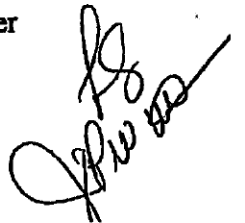
h. Tenant represents and warrants to Landlord that Tenant did not deal with any broker in connection with this Lease other than Corporate Real Estate Advisors and Timothy Stowell ("Principal Broker"), who shall be paid by Landlord per a separate agreement. Tenant shall indemnify, defend and hold Landlord harmless of, from and against any and all losses, damages, liabilities, claims, liens, costs and expenses (including, without limitation, court costs, reasonable attorneys' fees and litigation expenses) arising from any claims or demands of any other broker or brokers or finders for any commission alleged to be due such other broker or brokers or finders claiming to have dealt with Tenant in connection with this Lease or with whom Tenant hereafter deals or whom Tenant employs.

i. If Tenant comprises more than one person, corporation, partnership, limited liability company or other entity, the liability hereunder of all such persons, corporations, partnerships or other entities shall be joint and several.

j. Landlord's receipt of any Rental payable by Tenant hereunder with knowledge of the breach of a covenant or agreement contained in this Lease shall not be deemed a waiver of the breach. No acceptance by Landlord of a lesser amount than the installment of Rental which is due shall be considered, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed, an accord and satisfaction. Landlord may accept a check or payment without prejudice to Landlord's right to recover the balance due or to pursue any other remedy provided in this Lease.

k. Submission of this instrument for examination shall not constitute a reservation of or option to lease the Premises or in any manner bind Landlord, and no lease or obligation on Landlord shall arise until this instrument is signed and delivered by Landlord and Tenant.

l. Any claim, cause of action, liability or obligation arising under the term of this Lease and under the provisions hereof in favor of a party hereto against or obligating the other party hereto and all of Tenant's indemnification obligations hereunder shall survive the

A handwritten signature in black ink, appearing to be 'J. Stowell', is located in the bottom right corner of the page.

expiration or any earlier termination of this Lease.

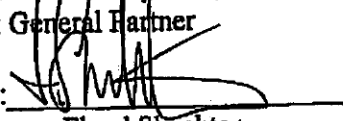
m. **Binding Arbitration.** Notwithstanding anything hereinabove, in the event that any dispute arises between the parties with respect to whether an Event of Default has occurred under this lease agreement, or with respect to the construction, interpretation, or enforcement of any provision of this agreement (other than an Event of Default based upon non payment or under payment of Base Rental, Additional Rental, or any other monetary amount that Landlord assesses to Tenant in accordance with the terms hereof, for which Landlord shall be entitled to any other remedies provided in this Lease) such dispute may (at the option of either party) be submitted to binding arbitration pursuant to the rules of the American Arbitration Association ("AAA"). Once submitted, the Landlord and Tenant shall select a qualified arbitrator from the AAA panel of Nashville based arbitrators of commercial real estate disputes, who shall conduct the arbitration. The Landlord and Tenant shall equally divide all reasonable expenses of the AAA associated with this arbitration. The prevailing party shall be entitled to an award of its reasonable costs and expenses, including attorney's fees, the AAA arbitrator expenses, and expert fees, from the arbitration. The arbitrator's decision shall be binding and enforceable in a court of competent jurisdiction.

40. **Continuous Operations.** Notwithstanding anything hereinabove to the contrary, Landlord understands that maintenance of Tenant's computer and communications capabilities for continuous operation and provision of electronic data interchange services to its customers is critical and essential to Tenant's business operation. Accordingly, in the event Tenant's computer and/or communications capabilities are interrupted Landlord will take or permit to be taken, or allow Tenant to take or permit to be taken, any and all reasonable and necessary actions to restore Tenant's computer and communications capabilities to full functional capacity, provided that in taking any such action Tenant does not violate any local, state or federal laws, regulations or ordinances and further provided that Tenant pays for the costs of any such actions if the cost of such actions are Tenant's responsibility pursuant to the terms of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed and sealed this Lease as of the date aforesaid.

LANDLORD:

Donelson Corporate Centre, L.P.
By: JS Development, LLC
Its: General Partner

By: 
Floyd Shechter
Title: Managing Member



TENANT:
Automated License Systems, LLC

By: 

Print: JAMES P. WILSON III

Title: CEO

Limited Guarantors pursuant to the terms of separate guaranty agreements of even date herewith:

LIMITED GUARANTOR:


James P. Wilson III

LIMITED GUARANTOR:


Sarah S. Wilson

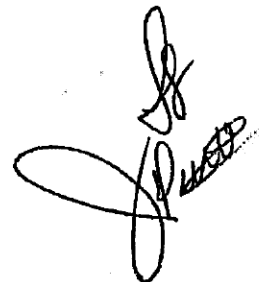


EXHIBIT A-1 -- DESCRIPTION OF LAND

Being a certain tract of land located along the east side of Lebanon Pike in the Fourteenth Councilmanic District of Nashville, Davidson County, Tennessee, and being more particularly described according to a survey made by Ragan-Smith Associates, Jackie L. Dillahay, Registered Land Surveyor No. 1417, dated May 21, 1997; Job No. 97069, as follows:

Beginning at a concrete monument (old), said monument being the southeast corner of the herein described tract, a corner to the State of Tennessee Law Enforcement Academy as evidenced in Book 1713, page 50, Register's Office for Davidson County, Tennessee, and in the east right of way of Lebanon Pike;

Thence with the east right of way of Lebanon Pike for the next 7 calls: 1) North 21 degrees 16 minutes 10 seconds East, 414.50 feet to a concrete monument (old); 2) North 22 degrees 16 minutes 10 seconds East 520.26 feet to an iron pin (old); 3) North 23 degrees 54 minutes 30 seconds East, 312.34 feet to an iron pin (old); 4) North 34 degrees 02 minutes 40 seconds East, 107.91 feet to a concrete monument (old); 5) North 61 degrees 02 minutes 50 seconds West, 4.72 feet to a concrete monument (old); 6) North 37 degrees 28 minutes 40 seconds East, 231.14 feet to a concrete monument (old); and 7) North 48 degrees 27 minutes 00 seconds East, 338.87 feet to an iron pin (old), said pin being a corner to Trinet Trust as evidenced in Book 7179, page 10, said Register's Office;

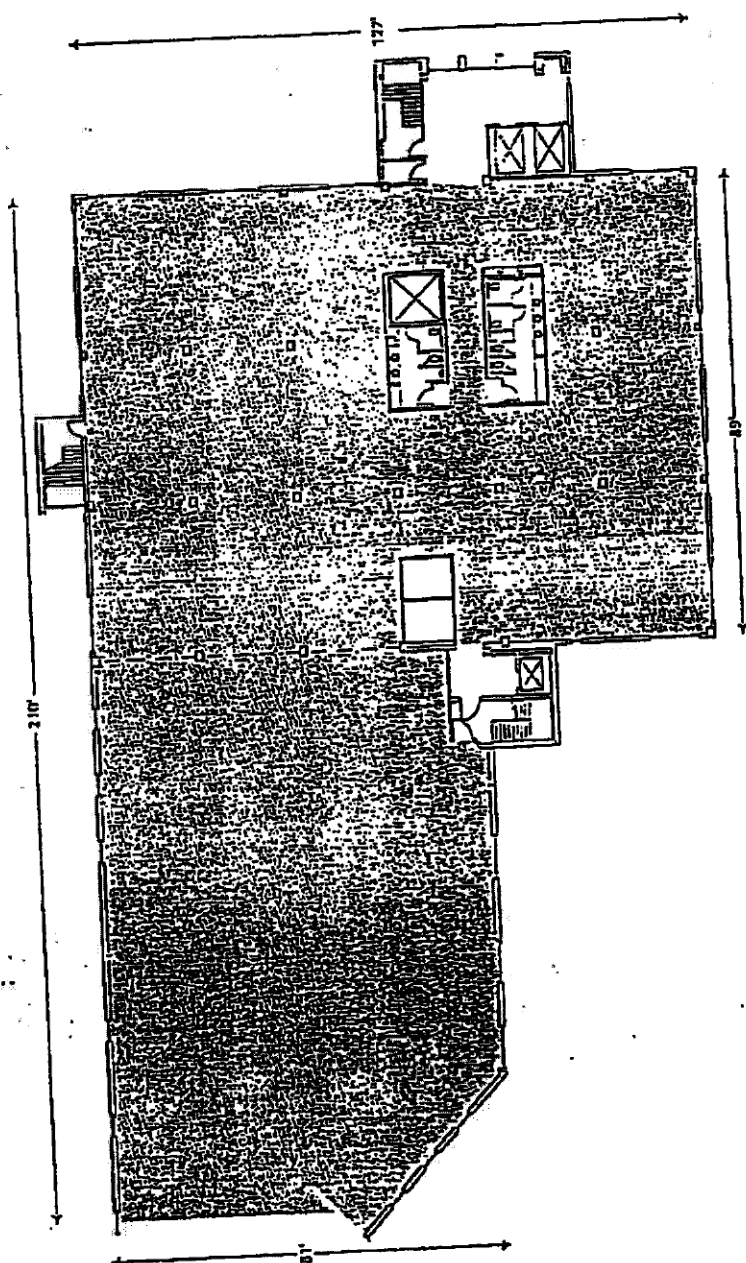
Thence with the line of Trinet Trust for the next 7 calls: 1) South 68 degrees 01 minutes 00 seconds East, 172.55 feet to an iron pin (old); 2) South 21 degrees 56 minutes 20 seconds West, 526.90 feet to a concrete monument (old); 3) South 67 degrees 53 minutes 50 seconds East, 60.00 feet to an iron pin (old); 4) South 22 degrees 06 minutes 10 seconds West, 400.03 feet to an iron pin (old); 5) North 67 degrees 53 minutes 50 seconds West, 60.00 feet to a concrete monument (old); 6) South 22 degrees 06 minutes 10 seconds West, 200.01 feet to an iron pin (old); and 7) South 34 degrees 33 minutes 40 seconds West, 736.78 feet to an iron pin (old), said pin being the line of the aforementioned State of Tennessee Law Enforcement Academy;

Thence with the line of the Academy for the next 2 calls: 1) North 23 degrees 45 minutes 40 seconds West, 199.93 feet to an iron pin (old); and 2) North 67 degrees 50 minutes 00 seconds West, 258.07 feet to the point of beginning and containing 24.15 acres, more or less.

INCLUDED IN THE ABOVE DESCRIPTION, BUT SPECIFICALLY EXCLUDED THEREFROM is the property conveyed to Nashville Educare as evidenced in Book 5287, page 175, said Register's Office, and shown as Lot 1, on the Plat of Donalson Hospital, of record in Book 4885, page 153, said Register's Office.

Being the same property conveyed to HCA Realty, Inc. by deed from HCA Health Services of Tennessee, Inc., a Tennessee corporation, of record in Book 10368, page 786, said Register's Office, and by deed from HCA-Hospital Corporation of America, a Delaware corporation, of record in Book 10368, page 790, said Register's Office.

EXHIBIT A-2 — FLOOR PLAN OF PREMISES



[Handwritten Signature]

EXHIBIT B — LANDLORD'S WORK

WORK LETTER AGREEMENT

This Work Letter Agreement (this "WORK LETTER") is made and entered into as of this 21st day of September 19 94, by and between Donelson Corporate Centre, L. P. ("Landlord"), and Automated License Systems, LLC a Tennessee Limited Liability Company ("Tenant") under the following circumstances:

A. Landlord and Tenant are entering into a Lease of even date herewith (the "Lease") relating to space in a building owned by Landlord, known as Building II of the Donelson Corporate Centre, having a street address of 3055 Lebanon Road, Donelson, Tennessee (the "Building"); and

B. Landlord and Tenant desire entering into this Work Letter for the purpose of setting forth their agreements relating to the design and construction of the tenant improvements in such space.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. Tenant Improvements to Designated Space. Landlord shall install, furnish and construct in a prompt, good and workmanlike manner, the interior partitions, finishes and other tenant improvement work (the "Tenant Improvements") in and for the Demised Premises in accordance with the "T.I. Plans and Specifications" to be produced in accordance with Section 2 herein below. It is intended that the Tenant Improvements will include and the T.I. Plans and Specifications will describe all work, labor, material, installations and construction required to produce in the entirety of the Demised Premises, on a "turn key" basis, a completed space ready for use and occupancy as first class office suites by Tenant, subject only to installation of furniture and equipment of Tenant. Landlord's obligation to fund the cost of Tenant Improvements shall be limited to an allowance of \$18.00 multiplied by the Rentable Area of the Demised Premises (the "T.I. Allowance"). For example, if the Rentable Area of the Demised Premises is 1,000 square feet of Rentable Area, then the total T.I. Allowance and obligation of Landlord would be \$18,000.

- (a) Landlord shall not enter into any contract for the construction of the Tenant Improvements unless the proposed contractor has been approved by Tenant, which approval shall not be unreasonably withheld or delayed. The contractor that has been approved by Tenant is hereinafter referred to as the "Contractor"

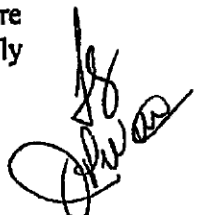


and the contract and contract documents approved by the Tenant is hereinafter referred to as the "Contract." The cost of the Tenant Improvements as set forth in the Contract shall be referred to as the "Contract Sum". In the event that the cost of the Tenant Improvements for the Demised Premises which has been approved by Tenant as aforesaid exceeds the sum equal to \$18.00 times the Rentable Square Feet of the Demised Premises, then the Tenant shall be responsible for the costs in excess of \$18.00 per Rentable Square Foot. The costs approved by Tenant are set forth in the bid from D.F. Chase dated September 21, 1999 and attached hereto as Exhibit B-1.

- (b) Tenant shall pay its share of the costs of the Tenant Finish Work as described above in Section 1 (a) ("Tenant's Share") by paying Tenant's Share directly to the Contractor during the course of the Tenant Finish Work by paying a portion of each "Progress Payment" (as defined in the Contract). Such portion shall be equal to a ratio the numerator of which shall be the amount per rentable square foot that the contract sum exceeds \$18.00 per rentable square foot and the denominator of which shall be the Contract Sum divided by the rentable square feet of the Demised Premises. Tenant's Share shall also include one hundred per cent of the cost of any change orders to the Contract Sum (whether increasing or decreasing the Contract Sum) approved by Tenant. Tenant shall have the right to review each draw request for a Progress Payment and any supporting documentation of each such draw request submitted by the Contractor to the Landlord or Project Architect.

2. **Space Plan and Specifications.**

- (a) On or before July 2, 1999, Tenant shall cause its consultant, Design Collective Inc. (the "Review Architect") to prepare and deliver to Landlord draft floor plans and outline specifications for the Demised Premises and the Tenant Improvements. Landlord shall not unreasonably withhold or delay its approval of such floor plans and outline specifications. If Landlord has any objections or comments with respect to such draft floor plans and outline specifications, Landlord shall notify Tenant of such objections in writing within 5 (five) days after Landlord's receipt thereof or Landlord shall be deemed to have approved such draft floor plans and outline specifications. Tenant shall promptly cause the requested changes and modifications to be made to the floor plan and outline specifications, and shall promptly resubmit to Landlord the modified floor plan and outline specifications, which shall be subject to the same review, approval and modification procedures set for above. The final floor plans and outline specifications for the Demised Premises and the Tenant Improvements approved by Landlord shall hereinafter be referred to as the "**T.I. Outline Specifications.**"
- (b) Following approval of the T.I. Outline Specifications, Landlord shall cause its project architect, Design Collective, Inc. (the "Project Architect") to prepare and deliver to Tenant for Tenant's approval (which it shall not unreasonably



withhold or delay) within twenty (20) days after Landlord's approval of the T.I. Outline Specifications as set forth above in Section 2(a), any and all necessary construction documents for the Tenant Improvements in the Demised Premises, including but not limited to, 1/4" architectural, mechanical and electrical working drawings to scale together with specifications necessary to complete such Tenant Improvements. The construction documents will be prepared based upon the T.I. Outline Specifications, and shall in all material respects be consistent with the development of such T.I. Outline Specifications. If Tenant has any objections or comments with respect to such construction documents, working drawings and specifications, it shall notify Landlord and the Project Architect in writing such objections within five (5) days after receipt thereof or Tenant shall be deemed to have approved such documents, drawings and specifications. Landlord shall cause the Project Architect in writing to make the requested changes and modifications to the construction documents, working drawings and specifications, and shall resubmit to Tenant and the Review Architect the modified construction documents, working drawings and specifications, which shall be subject to the same review, approval and modification procedures set forth above. The final construction documents, working drawings and specifications for the Tenant Improvements approved by Tenant, shall be referred to as the "T.I. Plans and Specifications." None of the T.I. Plans and Specifications may be changed or otherwise modified without the prior written consent of Tenant. Said documents are Dated August 10, 1999 and have been modified, reviewed and approved by Tenant (a list of said modifications is attached hereto).

3. Permits. Landlord shall obtain and maintain all authorizations, approvals and permits required by any governmental entity for the Tenant Improvements described herein to be performed by Landlord. Tenant shall cooperate with Landlord in obtaining such authorizations, approvals or permits.

4. Completion. The Tenant Improvements shall be deemed complete when all of the following have occurred: (A) the Project Architect's certificate of Final Completion with respect to the Tenant Improvements shall have been delivered to Landlord and Tenant; (B) Landlord shall have obtained and delivered to Tenant a Temporary Certificate of Occupancy for the Demised Premises from the governmental authority which has authority to issue such certificates in the jurisdiction wherein the Premises are located, which Temporary Certificate of Occupancy shall indicate that the Final Certificate of Occupancy will be issued in due course; and (C) Landlord and Tenant shall have accepted the Tenant Finish Work as being in substantial conformity with the T.I. Plans and Specifications and have executed a written acknowledgment of such acceptance setting forth the T.I. Completion Date (the "T.I. Completion Date Certificate"), excepting punch list items as defined below, which shall also be signed by Landlord.



5. **Access Before Completion.** Tenant shall have access to the Demised Premises in which Tenant Improvements are being performed prior to completion only for the purposes of inspecting Landlord's work or otherwise as agreed to by the parties in writing.

6. **Punch List Work.** Following issuance of the Project Architect's Certificate of Final Completion with respect to the Tenant Improvements, Tenant may inspect the Tenant Improvements and prepare a punch list setting forth all incomplete, defective or other items of construction not in conformity to the T.I. Plans and Specifications and if such punch list is delivered to Landlord, Landlord shall complete or correct all items on the punch list within thirty (30) days of receipt thereof (or within a reasonable period of time if thirty(30) days is insufficient time during which to complete such item). In the event Landlord fails to complete or correct any or all items on the punch list as herein provided, Tenant may complete or correct any or all such items and Landlord shall reimburse Tenant for the cost thereof plus interest thereon within thirty (30) days after receipt from Tenant of written demand for such payment and in the event Landlord fails to reimburse Tenant for such cost and 12% interest within such thirty (30) day period, Tenant may either deduct such cost and interest from the next ensuing installments of rent coming due under the Lease until such costs plus interest are recovered or pursue whatever remedies Tenant may have against Landlord at law or in equity. Landlord shall complete and correct each item set forth on the punch list even if the determination of whether the Tenant Improvements have been constructed in substantial conformity with the T.I. Plans and Specifications has been submitted to arbitration or litigation.

7. **Defective Work.** Landlord warrants to Tenant that (i) the Tenant Improvements will be constructed in accordance with the T.I. Plans and Specifications, (ii) all materials and equipment furnished will be new, unless otherwise specified, (iii) Tenant Improvements will be of good quality, free from faults and defects, and (iv) the Tenant Improvements shall be in full compliance with all applicable laws, codes and regulations, including by way of example, but not as a limitation, environmental, zoning, building and land use laws, codes and regulations. Without limiting the generality of the foregoing, if within one year after the date of substantial completion of all the Tenant Improvements, or within such longer period of time as may be prescribed by law or the terms of any applicable warranty required by the T.I. Plans and Specifications, the Tenant Improvements or any part or element of either is found to be defective or not in accordance with the T.I. Plans and Specifications, Landlord shall correct same within 30 days after receipt of written notice from Tenant to do so or a longer reasonable period if such correction cannot reasonably be completed within a 30-day period, unless Tenant has previously given Landlord a written acceptance of such condition. Unless such condition is specifically referred to and accepted in a written instrument delivered to Landlord, acceptance by Tenant of the Tenant Improvements pursuant to the lease shall not be deemed to be written acceptance of any such condition.

A handwritten signature in black ink, appearing to be 'AP' followed by a stylized flourish.

P.O. Box 168837 (37215)
3001 Armory Drive • Suite 200
Nashville, Tennessee 37204
615 777-5900 • FAX: 615 777-4544
1-800-924-2732
e-mail: dfchaseinc@aol.com
website: www.dfchase.com



D.F. CHASE, INC. CONSTRUCTION

September 21, 1999

Mr. Floyd Shechter
Donelson Corporate Centre
631 Second Ave. South, Suite 3F
Nashville, TN 37210

RE: Automatic License Systems
DFC File No. E06699

Dear Floyd:

We are pleased to submit the following proposal for the interior tenant finishes for the Automated License Systems. The price includes all work shown on the drawings labeled COV-1, G1.01, A1.01, A8.01, A9.01, A11.01, F1.01, and PC1.01 dated August 10, 1999 and submitted by Design Collective Interiors. We can complete this scope of work of the interior finishes for a cost of \$375,936. This price is based upon the assumption that all add alternates have been accepted with the exception of the connection to the campus generator and those noted as add alternates at the end of this proposal.

Scope of Work

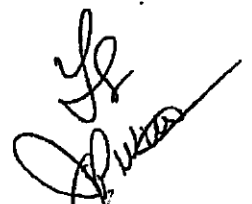
Includes the following general condition items: supervision, general liability insurance, building permits, equipment rentals, ongoing clean-up, project final clean-up, disposal fees, temporary telephone service, and temporary restroom facilities. Final clean-up includes the interior glass surfaces.

1. Includes rough carpentry and hardware for the miscellaneous blocking required at the cabinets.
2. Includes plastic laminate covered base and wall cabinets as shown on sheet A9.01. All cabinets shall be plastic laminate colors as noted on sheet F1.01.
3. Includes plastic laminated shelving, standards, and brackets in space 134 and paint grade shelves, standards, and brackets in space 124.
4. Furnish and install 34, 3'0"x7'0", and one (1), 6'0"x7'0" hollow metal doorframes with 36 solid core wood doors. Includes a lockset as noted, 1-1/2 pair butt hinges, and one (1) doorstop for each door. Note, 2 solid wood doors shall include full glass window kits.
5. Includes hollow metal window frames at space 111, Data Center, with glass, per building code.

A handwritten signature in black ink, appearing to read "F. Shechter". The signature is written in a cursive style and is located in the bottom right corner of the page.

Mr. Floyd Shechter
Donelson Corporate Centre
Page 2 of 4
August 31, 1999

6. Furnish and install 5/8" Type X drywall over 25 gauge metal studs, L-beaded at the top of walls to ceiling grid. R-11 unfaced insulation is included in new walls. One (1) hour walls will be sealed to deck with fire caulk, taped, and finished ready to paint. Scope of work includes:
- a) 787 linear feet of typical wall to ceiling grid
 - b) 32 linear feet of chase wall to ceiling grid
 - c) 35 linear feet of chase wall to six inches (6") above ceiling
 - d) 290 linear feet of one (1) hour wall
 - e) 105 linear feet of non-rated wall to deck
 - f) 32 linear feet of wall to deck with windows
 - g) 283 linear feet of drywall on existing metal studs at perimeter
 - h) 22 each, metal studs and drywall above and below windows at perimeter
 - i) two (2) each, two sided fur outs at conference room, space 105
 - j) seven (7) each, three sided columns wrapped to six inches (6") above ceiling
 - k) 11 each, four sided column wrapped to six inches (6") above ceiling
 - l) 25 linear feet of cabinet fur down
7. Installation of USG #323 Omni, two feet by two feet (2' x 2'), slit edge acoustical ceiling tile with a USG Donn, DX 24, 15/16" suspension system through out the tenant space as shown on plans.
8. Furnish and install standard line, vinyl composition tile as shown, sheet F1.01.
9. Furnish and install standard Roppe, 00 Black, four inch (4") rubber cove base as shown, sheet F1.01
10. Furnish and install Patcraft style, undercover 18454 carpet, color 218, double agent with Mannington appointments C471A Beeswax, C505A Seaspray and C733A Newport Blue as shown, sheet F1.01.
11. Painting of all interior walls with two (2) coats of flat latex paint. Stain doors with one (1) coat stain and one (1) coat sealer. Paint all hollow metal door and window frames with two (2) coats of oil based enamel paint and paint shelves space 124 as shown, sheet F1.01.
12. Furnish and install four (4), 10 pound, fire extinguishers with semi-recessed, clear aluminum cabinets and full glass doors.
13. Furnish and install a fire sprinkler system as required throughout the new space. Includes approximately 130 standard sprinkler heads at main tenant space and 30 standard sprinkler heads at main hall.
14. All mechanical work will be completed per revised project plans dated August 10, 1999 and issued by Design Collective Interiors.



Mr. Floyd Shechter
Donelson Corporate Centre
Page 3 of 4
August 31, 1999

15. All electrical work will be completed per revised project plans dated August 10, 1999 and issued by Design Collective Interiors.
16. Relocation of tenant's 3-ton air conditioning unit.
17. Relocate and reinstall ALS generator.
18. Relocate and reinstall UPS system.
19. Furnish and install floor drains at raised computer floor.
20. Quick ship delivery of HVAC units.

Exclusions

- Bullder's risk insurance
- Temporary utilities
- Tap, impact, and capacity fees
- Site temporary fencing
- Exterior glass cleaning
- Any work in the lobbies, restrooms, telephone equipment rooms, stairwells, and elevators of the core building except at the third floor elevator lobby and common corridor
- Any work at the exterior of the building
- Fireproofing of areas or touch-up of existing areas with fireproofing.
- Any work to the existing storefront and curtain wall system
- Major floor prep
- Computer, phone, paging, stereo, and security systems
- Kitchen equipment (refrigerators, coffee machines, etc.)
- Repair of existing equipment
- UPS systems for computer room or other equipment
- Plumbing work or repairs to existing plumbing systems
- Window blinds
- Window sills other than drywall returns
- Low voltage wiring for the tenant space unless indicated on the drawings
- Re-metering of the existing facility
- Utility company work or charges
- Special type of extinguishing systems in the Data Center or UPS/Phone Room

Handwritten signature and initials, possibly "JF" and "AKW", in the bottom right corner.

Received Sep-24-99 11:34am from 615 777 4544 → 6152441143
09/24/99 FRI 11:36 FAX 615 777 4544 D F CHASE

page 5
2008

Mr. Floyd Shechter
Donelson Corporate Centre
Page 4 of 4
August 31, 1999

- Relocation of owner furnished generator
- Fire alarm detection devices
- Floor expansion cover
- Specialty fire alarm system for computer room
- Ceiling Insulation

Add Alternates

1. Delete furr out form column to wall as indicated on sheet Add \$450
A1.01, architectural keynote #8.
2. Floor preparation. Add \$9,350

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project.

Sincerely,
D.F. CHASE, INC.



David Allan
Project Manager

DA/mt

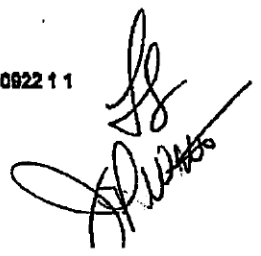
cc: Dean Chase
Hal Matern
Tom Woodard
John Morse



**D. F. CHASE, INC.
 COST SUMMARY**

JOB NAME: Automated License Systems
 LOCATION: Nashville Tennessee
 SQUARE FEET: 10,380
 PRINT DATE: 09/23/99

DIVISION	ITEM	COST	LABOR	MATERIAL	SUBCONTRACT	COST/SF
1	general conditions	24,390	13,338	2,930	3,218	1.49
1	equipment rent	3,248		3,000		0.20
3	cast-in-place concrete	0				0.00
6	rough carpentry	4,324	2,000	1,500		0.28
6	cabinets & casework	17,863			17,863	1.09
7	fireproofing spray	0			0	0.00
7	insulation above ceiling	0				0.00
7	caulking & sealants	500			500	0.03
8	hollow metal doors & frames	4,728	215	4,100	0	0.29
8	wood / plastic doors	8,082		6,814	2,988	0.65
8	door hardware	4,782		4,427		0.29
8	glass at hollow mtl	1,265			1,265	0.08
9	drywall & metal studs	55,816	400	200	54,859	3.40
9	acoustical ceiling	16,000			16,000	0.99
9	carpet, val, and base	44,000			44,000	2.89
9	minor floor prep	0				0.00
9	computer flooring	0				0.00
9	paint	12,110			12,110	0.74
10	fire extinguishers	400			400	0.02
10	floor expansion cover	0				0.00
15	fire protection system	16,000			16,000	0.99
15	plumbing	6,723			6,723	0.41
16	HVAC	64,244			64,244	3.92
16	electrical	55,496			55,496	3.48
18	fire alarm	0				0.00
	contingency	0				0.00
	subtotal	341,750				20.86
	fee(10%)	34,175				2.09
	TOTAL	\$375,925				\$ 22.95



T.I. Plans and Specifications Modifications

Only one item is to be eliminated from the plans designated at T.I Plans and Specifications and is described below.

The connection of the Project emergency generator to Tenant's computer operation.

The four under floor heaters to be installed will be a Landlord paid item.

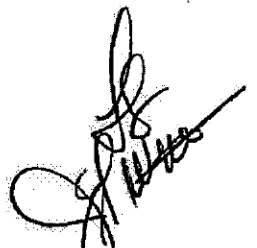
A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to consist of several overlapping loops and lines, possibly representing the initials 'J.P.' followed by a surname.

EXHIBIT C — COMMENCEMENT DATE AGREEMENT

This Agreement is made and entered into as of the 13th day of July, 2000 between Donelson Corporate Centre, L.P. ("Landlord") and Automated License Systems ("Tenant"), and shall be attached to and made a part of that certain Lease between Landlord and Tenant dated September 25th, 1999 (the "Lease"). Pursuant to the provisions of the Lease, Landlord and Tenant intending to be legally bound hereby, agree to the following:

- a. The Commencement Date of the Lease occurred on the 1st day of March, 2000.
- b. Tenant agrees that, as of and through the date hereof, Landlord has fully and timely complied with and performed each and every of its obligations as set forth in the Lease and that Tenant has no claims or causes of action against Landlord whatsoever and has no right to any setoffs against any and all sums due Landlord.

IN WITNESS WHEREOF, the parties have duly executed this supplement to the Lease as of the day and year first above written

LANDLORD:

Donelson Corporate Centre, L.P.

By: JS Development, LLC

Its: General Partner

By: 
Floyd Shechter

Title: Managing Member

TENANT:

By: 

EXHIBIT C — COMMENCEMENT DATE AGREEMENT

This Agreement is made and entered into as of the 13th day of July, 2000 between Donelson Corporate Centre, L.P. ("Landlord") and Automated License Systems ("Tenant"), and shall be attached to and made a part of that certain Lease between Landlord and Tenant dated September 25th, 1999 (the "Lease"). Pursuant to the provisions of the Lease, Landlord and Tenant intending to be legally bound hereby, agree to the following:

- a. The Commencement Date of the Lease occurred on the 1st day of March, 2000.
- b. Tenant agrees that, as of and through the date hereof, Landlord has fully and timely complied with and performed each and every of its obligations as set forth in the Lease and that Tenant has no claims or causes of action against Landlord whatsoever and has no right to any setoffs against any and all sums due Landlord.

IN WITNESS WHEREOF, the parties have duly executed this supplement to the Lease as of the day and year first above written

LANDLORD:

Donelson Corporate Centre, L.P.

By: JS Development, LLC

Its: General Partner

By: 

Floyd Shechter

Title: Managing Member

TENANT:

By: 

EXHIBIT C – COMMENCEMENT DATE AGREEMENT


This Agreement is made and entered into as of the 13th day of July, 2000, between Donelson Corporate Centre, L.P. ("Landlord") and Automated License Systems, LLC ("Tenant"), and shall be attached to and made a part of that certain Lease between Landlord and Tenant dated September 25th, 1999 (the "Lease"). Pursuant to the provisions of the Lease, Landlord and Tenant intending to be legally bound thereby, agree to the following:

- a. The Commencement Date of the Lease occurred on the 1st day of March, 2000.
- b. Tenant agrees that, as of and through the date hereof, Landlord has fully and timely complied with and performed each and every of its obligations as set forth in the Lease and that Tenant has no claims or causes of action against Landlord whatsoever and has no right to any setoffs against any and all sums due Landlord.

IN WITNESS WHEREOF, the parties have duly executed this supplement to the Lease as of the day and year first above written.

LANDLORD:

Donelson Corporate Centre, L.P.
By: JS/Development, LLC
Its General Partner

By: 
Floyd Schechter
Title: Managing Member

TENANT:

Automated License Systems, LLC

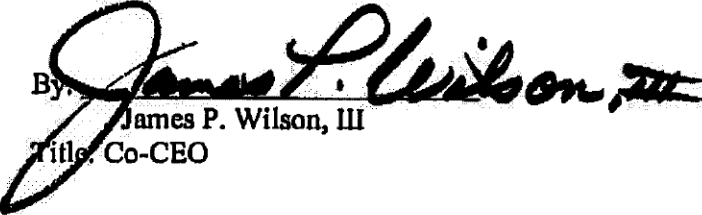
By: 
James P. Wilson, III
Title: Co-CEO

EXHIBIT D — BASE RENTAL

<u>Year</u>	<u>Per Square Foot</u>	<u>Per Annum</u>	<u>Per Month</u>
*1	\$13.75	\$226,036.25**	\$18,836.35**
2	\$13.75	\$281,036.25	\$23,419.69
3-5	\$15.00	\$306,585.00	\$25,548.75
6-7	\$16.25	\$332,133.75	\$27,677.81

*Tenant shall commence paying rent annually in 12 consecutive monthly installments 90 days following the commencement date and shall continue paying rent for 84 consecutive months pursuant to this schedule.

**This amount could increase during the first twelve months of this lease should Tenant occupy the additional 4,000 square feet on the third floor of Building Two incorporated into the term of this lease.



EXHIBIT E — BUILDING SERVICES

Landlord will furnish building standard air conditioning and heating between 7 a.m. and 6 p.m. on weekdays (from Monday through Friday, inclusive) and between 8 a.m. and 1:00 p.m. on Saturdays, all exclusive of Holidays as defined below (the "Building Operating Hours"). Upon request of Tenant made in accordance with the rules and regulations for the Building, Landlord will furnish air conditioning and heating at other times (that is, at times other than the times specified above), in which event Tenant shall reimburse Landlord for Landlord's actual cost of furnishing such services, plus an amount equal to five percent (5%) of such costs to cover Landlord's administrative costs. The current cost is \$3.15 per hour for after hours use and is based upon a charge of \$0.10 per kilowatt hour to Landlord. Landlord shall increase or decrease said after hours cost charges based upon rate changes actually received from utility providers.

The following dates shall constitute "Holidays" as said term is used in this Lease:

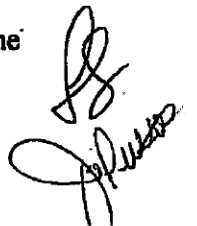
- (a) New Year's Day
- (b) Memorial Day
- (c) Independence Day
- (d) Labor Day
- (e) Thanksgiving Day
- (f) Friday following Thanksgiving Day
- (g) Christmas
- (h) Any other holiday generally recognized as such by landlords of office space in the Metropolitan Nashville, Tennessee office market, as determined by Landlord in good faith.

If in the case of any holiday described in (a) through (h) above, a different day shall be observed than the respective day above-described, then that day which constitutes the day observed by national banks in Nashville, Tennessee on account of such holiday shall constitute the holiday under this Lease.



EXHIBIT F — BUILDING RULES AND REGULATIONS

1. Sidewalks, doorways, vestibules, halls, stairways, and other similar areas shall not be used for the disposal of trash, be obstructed by tenants, or be used by tenants for any purpose other than entrance to and exit from the Premises and for going from one part of the Building to another part of the Building.
 2. Plumbing fixtures shall be used only for the purposes for which they are designed, and no sweepings, rubbish, rags or other unsuitable materials shall be disposed into them. Damage resulting to any such fixtures from misuse by a tenant shall be the liability of said tenant.
 3. Signs, advertisements, or notices visible in or from public corridors or from outside the Building shall be subject to Landlord's prior written approval.
 4. Movement in or out of the Building of furniture, office equipment, or any other bulky or heavy materials shall be restricted to such hours as Landlord shall reasonably designate. Landlord will determine the method and routing of said items so as to ensure the safety of all persons and property concerned. Advance written notice of intent to move such items must be made to the Building management office.
 5. All routine deliveries to a tenant's Premises during 8:00 a.m. to 5:00 p.m. weekdays shall be made through the freight elevators. Passenger elevators are to be used only for the movement of persons, unless an exception is approved by the Building management office. Delivery vehicles shall be permitted only in such areas as are designated by Landlord, from time to time, for deliveries to the Building.
 6. Building management shall have the authority to prescribe the manner that heavy furniture and equipment are positioned.
 7. Corridor doors, when not in use, shall be kept closed.
 8. All freight elevator lobbies are to be kept neat and clean. The disposal of trash or storage of materials in these areas is prohibited.
- No animals shall be brought into or kept in, on or about the Building, except for seeing-eye dogs.
10. Tenant will comply with all security procedures during business hours and after hours and on weekends.
 11. Tenants are requested to lock all office doors leading to corridors and to turn out all lights at the close of their working day.
 12. All requests for overtime air conditioning or heating must be submitted in writing to the Building management office by 2:00 p.m. on the day desired for weekday requests, by



2:00 p.m. Friday for weekend requests and by 2:00 p.m. on the preceding business day for holiday requests.

13. No flammable or explosive fluids or materials shall be kept or used within the Building except in areas approved by Landlord, and Tenant shall comply with all applicable building and fire codes relating thereto.
14. Tenant may not make any modifications, additions or repairs to the Premises and may not install any furniture, fixtures or equipment in the Premises that is in violation of any applicable building and/or fire code governing the Premises or the Building.
15. All vending machines located within the demised premises shall be operated and maintained by Landlord's approved food and beverage vendors.
16. Except in those areas designated by Landlord, if any, smoking is prohibited in the Building (including, but not limited to, the Premises, the main building lobby, public corridors, elevator lobbies, service elevator vestibules, stairwells, restrooms and other common areas within the Building).
17. Attached hereto are Landlord's current janitorial specifications.

Landlord reserves the right to rescind any of these rules and regulations and to make such other and further rules and regulations as in its reasonable judgment shall, from time to time, be required for the safety, protection, care and cleanliness of the Building, the operation thereof, the preservation of good order therein and the protection and comfort of the tenants and their agents, employees and invitees. Such rules and regulations, when made and written notice thereof is given to a tenant, shall be binding upon it in like manner as if originally herein prescribed.



General Janitorial Specifications

ENTRANCE/RECEPTION/COMMON AREAS

Daily Services:

1. Vacuum carpeted areas.
2. Dust mop and damp mop hard surface floors.
3. Empty waste containers and replace liners as necessary.
4. Clean and disinfect drinking fountains.
5. Spot clean partition window glass.
6. Clean glass entranceway doors, inside and out.
7. Sweep/vacuum entranceway areas.
8. Sweep and clear trash from entranceway areas. (10 feet outside building entry areas.)
9. Neatly arrange and dust lobby area furniture.
10. Clean and remove finger marks from elevator doors, panels and buttons.
11. Police stairwells removing any trash and debris.

Weekly Services:

1. Dust hard to reach areas.
2. Vacuum/sweep stairwell steps.
3. Clean elevator door tracks.

Monthly Services:

1. Dust window blinds.
2. Corner vacuum hard to reach carpeted areas.
3. Spray buff hard surface floors.

RESTROOMS:

Daily Services:

1. Restock restroom supplies (paper towels, toilet tissue, soap, sanitary napkins, etc.)
2. Empty, clean and replace liners in waste containers.
3. Empty, clean and disinfect sanitary napkin containers.
4. Damp mop restroom floors with germicidal cleaner.
5. Clean and disinfect sinks and fixtures.
6. Clean and polish mirrors.
7. Clean and disinfect with a germicidal cleaner, the commodes, commode bowls and tanks, and urinals.
8. Spot clean stall doors and partitions.



Weekly Services:

1. Clean and disinfect with a germicidal cleaner all partition stalls and walls.
2. Vacuum and clean all return air vents.

Monthly Services:

1. Machine scrub with a germicidal cleaner all restroom floors and baseboards.

OFFICE/WORK AREAS/ADMINISTRATIVE AREAS

Daily Services:

1. Vacuum carpeted areas.
2. Sweep and damp mop hard surface floors.
3. Empty waste containers and replace liners as necessary.
4. Spot clean partition glass.
5. Spot clean both sides of clear glass doors.
6. Dust file cabinet top surfaces.
7. Dust desks, furniture, workstations, and partitions. (Cleared areas only)*
8. Spot clean small carpet spots (a carpet spot consists of 3 inches round or smaller). Note: areas consisting of more than 10 spots may require to be shampooed and/or extracted.

Weekly Services:

1. Clean both sides of clear glass doors.
2. Dust hard to reach areas.

Monthly Services:

1. Spray buff hard surface floors to high gloss shine.
2. Dust window blinds.

Semi-Annually:

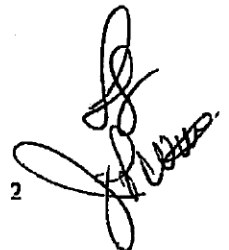
1. Corner vacuum hard to reach areas.

*Note: Company papers or personal items on desks will not be removed or disturbed to clean.

BREAK AREAS

Daily Services:

1. Sweep and damp mop hard surface floors.
2. Vacuum carpeted areas.
3. Empty waste containers and replace liners.
4. Damp clean table and countertop surfaces.
5. Clean sink areas. (Does not include washing of dishes, cups, etc.)

2 

- 6. Spot clean partition windows and door glass.

Weekly Services:

- 1. Clean windows and door glass.

Monthly Services:

- 1. Spray buff hard surface floors.

GENERAL SERVICES

Daily Services

- 1. Check doors upon completion to be sure that they are properly secured.
- 2. Maintain janitor's closets in a neat and orderly fashion.
- 3. Switch off designated lights when finished.
- 4. Remove trash from building to designated dumpster.
- 5. Inform building maintenance department of any problems or repairs needed.

Weekly Services:

- 1. Review work assignments with designated managers.

Monthly Services:

- 1. Perform a detailed written inspection of entire building and forward copy to Property Manager.

GENERAL CONDITIONS:

- 1. Janitorial staff will perform work assignments in a professional and workmanlike manner.
- 2. Janitorial services will be performed as specified in the Janitorial Bid Specifications section.

INSURANCE COVERAGE

General Liability Insurance Coverage (\$2,000,000.00)
 Worker Compensation Coverage (\$100,000.00)
 Automobile Liability Coverage (\$100,000.00)

3 

FIRST AMENDMENT TO OFFICE LEASE AGREEMENT
DONELSON CORPORATE CENTRE

THIS FIRST AMENDMENT TO OFFICE LEASE AGREEMENT (this "Amendment") is made of as April 28th, 2005 by and among Donelson Corporate Centre, L.P., a Tennessee limited partnership ("Landlord"), Automated License Systems Inc., a Tennessee Corporation ("Tenant") and James P. Wilson, III and Sarah S. Wilson, ("Limited Guarantors"), under the following circumstances:

A. Landlord, Tenant and Guarantors have entered into that certain Office Lease Agreement dated as of September 24, 1999 (the "Lease"), whereby Landlord leases to Tenant approximately 20,439 rentable square feet of space (the "Premises") on the third floor of Building Two, Donelson Corporate Centre, 3055 Lebanon Road, Davidson County, Tennessee.

B. Landlord and Tenant wish to amend the Lease in order to amend the size, location and configuration of the Premises and to modify certain other terms of the Lease as set forth herein.

C. Guarantor is willing to acknowledge and consent to this Amendment by joining in the execution hereof as hereinafter provided.

NOW THEREFORE, in consideration of the Premises and the agreements and covenants hereinafter set forth, Landlord, Tenant and Guarantor agree and acknowledge that the Lease is amended as follows:

1. Defined Terms. Any capitalized term not expressly defined in this Amendment shall have the definition for such term set forth in the Lease.

2. Premises.

(a) As of May 1, 2005 3,055 square feet of Net Rentable Area on the second floor of Building Three of Donelson Corporate Centre as shown on Exhibit A attached hereto (the "Building Two Space") shall be added to the Premises and shall be known as the "Additional Premises."

(b) As of May 1, 2005, the total Net Rentable Area of the Premises and the Additional Premises shall be 23,494 square feet.

3. Rent. Tenant shall pay Base Rental for the Additional Premises commencing on May 1, 2005 (the Additional Premises Commencement Date) and continuing for four consecutive calendar months terminating on August 31st, 2005 at the rate of \$16.25 per square foot of Net Rentable Area.

4. Term. Subject to and upon the terms and conditions set forth herein, or in any exhibit hereto, the term of this Lease as to the Additional Premises shall commence on the May 1, 2005 and shall expire 4 consecutive months later on August 31, 2005. Upon expiration of this Lease as to the Additional Premises, in the absence of agreement to the contrary, the parties shall revert to the original Lease referred to in paragraph A. above, as to the Net Rentable Area encompassed therein, for the remainder of its term.

4. Tenant Improvements. Tenant accepts the Additional Premises "as is, where is". There shall be no Tenant Improvement Allowance.

5. Cubicles in Additional Premises. Landlord owns ten (10) cubicles that are currently in the Additional Premises. Landlord will remove two (2) of those cubicles, leaving the remaining eight (8) cubicles intact and in usable condition, and will permit Tenant to use the remaining cubicles during the Term for the Additional Premises.

5. Continuing Effect: Conflict. (a) Except as amended hereby, the Lease shall remain in full force and effect, including without limitation, the provisions regarding expiration date of the initial term of the Lease and any rights that Tenant may have to extend the term thereof.

(b) In the event of a conflict between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall control.

6. Joinder of Guarantor. Guarantor joins in the execution of this Amendment in order to evidence its acknowledgement of and consent to the terms hereof and for no other purpose.

THIS AMENDMENT is signed and is effective as of the date first above written.

LANDLORD:

Donelson Corporate Centre, L.P.

By: JS Development, LLC, general partner

By: _____

Floyd Shechter
Managing Member

TENANT:

Automated License Systems, Inc.

By: _____

James P. Wilson, III, Chairman

LIMITED GUARANTORS:

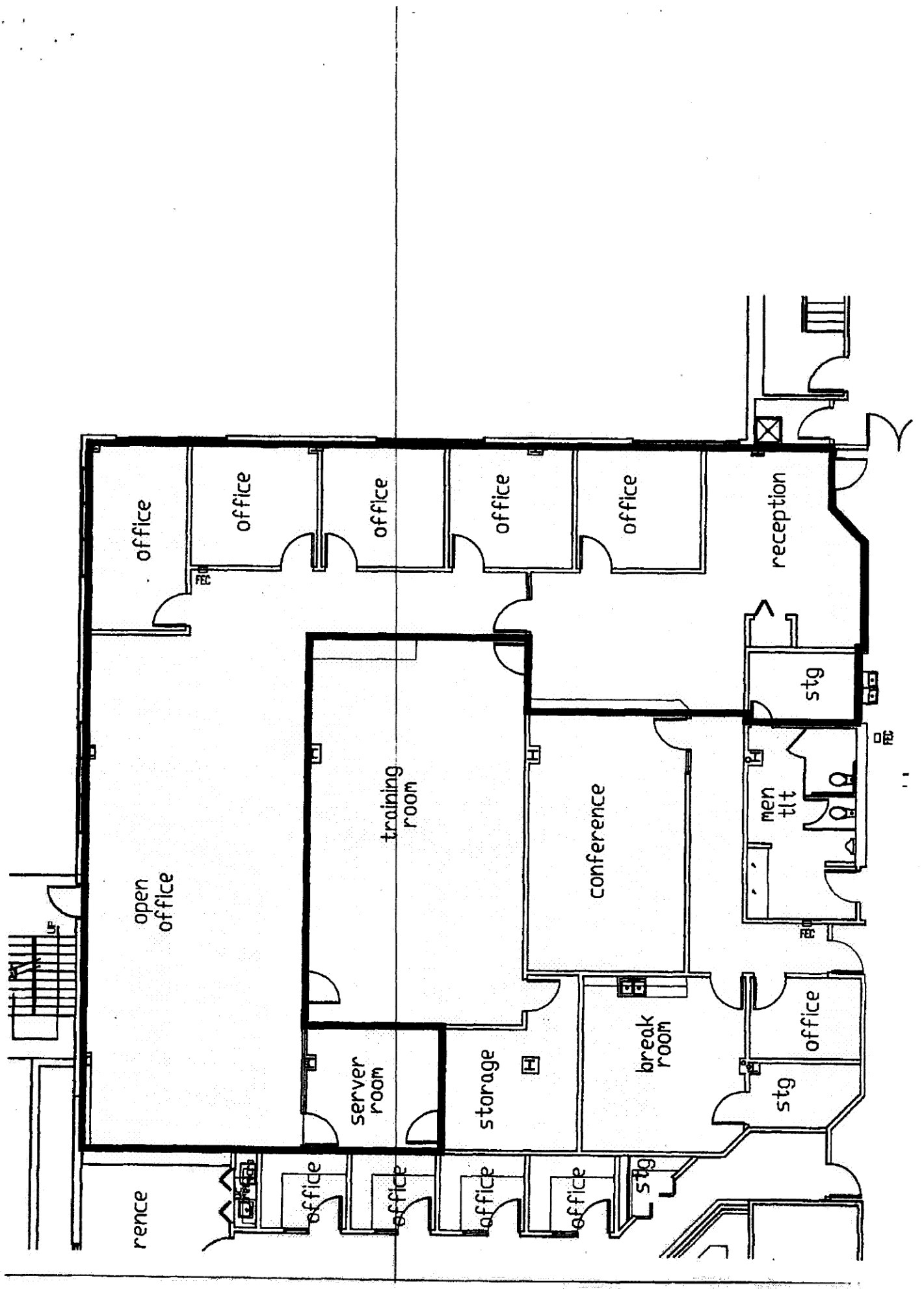
James P. Wilson, III

Sarah S. Wilson
Sarah S. Wilson

Exhibit A

[Attach drawing of Building Three Space]

827582.3



SECOND AMENDMENT TO OFFICE LEASE AGREEMENT
DONELSON CORPORATE CENTRE

THIS SECOND AMENDMENT TO OFFICE LEASE AGREEMENT (this "Amendment") is made of as June 29, 2005 by and among Donelson Corporate Centre, L.P., a Tennessee limited partnership ("Landlord"), Automated License Systems, Inc., a Tennessee Corporation ("Tenant") and James P. Wilson, III and Sarah S. Wilson, ("Limited Guarantors"), under the following circumstances:

A. Landlord, Tenant and Guarantors have entered into that certain Office Lease Agreement dated as of September 24, 1999 (the "Lease"), whereby Landlord leases to Tenant approximately 20,439 rentable square feet of space (the "Premises") on the third floor of Building Two, Donelson Corporate Centre, 3055 Lebanon Road, Davidson County, Tennessee.

B. Landlord, Tenant and Guarantors have amended that certain Office Lease Agreement dated as of September 24, 1999 by entering into the First Amendment to Office Lease Agreement dated as of April 28th, 2005 ("the First Amendment") whereby Landlord leases to tenant an additional 3,055 square feet of Net Rentable Area on the second floor of Building Two of Donelson Corporate Centre known as the "Additional Premises" so that as of May 1, 2005 the total Net Rentable Area of the Premises and the Additional Premises is 23,494 square feet.

C. Landlord and Tenant wish to further amend the Lease in order to amend the size, location and configuration of the Premises and to modify certain other terms of the Lease as set forth herein.

D. Guarantor is willing to acknowledge and consent to this Amendment by joining in the execution hereof as hereinafter provided.

NOW THEREFORE, in consideration of the Premises and the agreements and covenants hereinafter set forth, Landlord, Tenant and Guarantor agree and acknowledge that the Lease is amended as follows:

1. Defined Terms. Any capitalized term not expressly defined in this Amendment shall have the definition for such term set forth in the Lease.

2. Premises.

(a) As of July 1, 2005 5,278 square feet of Net Rentable Area on the second floor of Building Two of Donelson Corporate Centre as shown on Exhibit A attached hereto (the "Building Two Space") shall be added to the Premises and shall be known as the "Additional Premises." The "Additional Premises" includes the

Net Rentable Area identified in Item B. above, and an additional 2,223 square feet of Net Rentable Area.

(b) As of July 1, 2005, the total Net Rentable Area of the Premises and the Additional Premises shall be 25,717 square feet.

3. Rent. Tenant shall pay Base Rental for the Additional Premises commencing on July 1, 2005 (the Additional Premises Commencement Date) and continuing for 23 consecutive calendar months terminating on May 31st, 2007 at the rate of \$16.25 per square foot of Net Rentable Area.

4. Term. Subject to and upon the terms and conditions set forth herein, or in any exhibit hereto, the term of this Lease as to the Additional Premises shall commence on July 1, 2005 and shall expire 23 consecutive months later on May 31, 2007.

4. Tenant Improvements. Tenant accepts the Additional Premises "as is, where is". There shall be no Tenant Improvement Allowance.

5. Cubicles in Additional Premises. Landlord owns ten (10) cubicles that are currently in the Additional Premises. If Tenant is unable to furnish Landlord with two (2) cubicles that are satisfactory to Landlord in its sole discretion, Landlord reserves the right to remove two (2) of those cubicles, leaving the remaining eight (8) cubicles intact and in usable condition, and will permit Tenant to use the remaining cubicles during the Term for the Additional Premises.

5. Continuing Effect: Conflict. (a) Except as amended hereby, the Lease shall remain in full force and effect, including without limitation, the provisions regarding expiration date of the initial term of the Lease and any rights that Tenant may have to extend the term thereof.

(b) In the event of a conflict between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall control.

6. Joinder of Guarantor. Guarantor joins in the execution of this Amendment in order to evidence its acknowledgement of and consent to the terms hereof and for no other purpose.

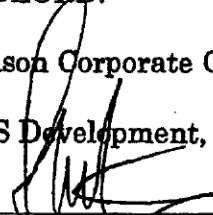
(Remainder of Page Intentionally Left Blank)

THIS AMENDMENT is signed and is effective as of the date first above written.

LANDLORD:

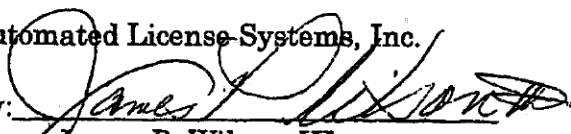
Donelson Corporate Centre, L.P.

By: JS Development, LLC, general partner

By: 
Floyd Shechter
Managing Member

TENANT:

Automated License Systems, Inc.

By: 
James P. Wilson, III
Chairman

LIMITED GUARANTORS:

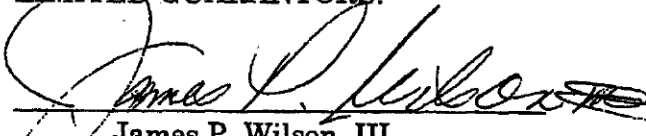
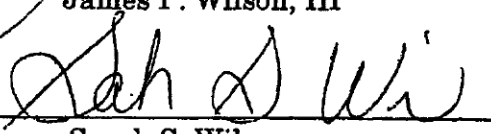

James P. Wilson, III

Sarah S. Wilson

Exhibit A

[Attach drawing of Building Two Space]

THIRD AMENDMENT TO OFFICE LEASE AGREEMENT
DONELSON CORPORATE CENTRE

THIS THIRD AMENDMENT TO OFFICE LEASE AGREEMENT (this "Amendment") is made of as January 10, 2007 by and among Donelson Corporate Centre, L.P., a Tennessee limited partnership ("Landlord"), Automated License Systems LLC, a Tennessee Corporation ("Tenant") and James P. Wilson, III and Sarah S. Wilson, ("Limited Guarantors"), under the following circumstances:

A. Landlord, Tenant and Guarantors have entered into that certain Office Lease Agreement dated as of September 24, 1999 (the "Lease"), whereby Landlord leases to Tenant approximately 20,439 rentable square feet of space (the "Premises") on the third floor of Building Two, Donelson Corporate Centre, 3055 Lebanon Road, Davidson County, Tennessee.

B. Landlord, Tenant and Guarantors have amended that certain Office Lease Agreement dated as of September 24, 1999 by entering into the First Amendment to Office Lease Agreement dated as of April 28th, 2005 ("the First Amendment") and Landlord, Tenant and Guarantors have further amended that certain Office Lease Agreement by entering into the Second Amendment to Office Lease Agreement dated as of July 1, 2005 whereby 5,278 square feet of Net Rentable Area on the second floor of Building Two of Donelson Corporate Centre was added to the Premises ("the Additional Premises") and as of July 1, 2005, the total Net Rentable Area of the Premises and the Additional Premises is 25,717 square feet.

C. Landlord and Tenant wish to further amend the Lease in order to amend the size, location and configuration of the Premises and to modify certain other terms of the Lease as set forth herein.

D. Guarantor is willing to acknowledge and consent to this Amendment by joining in the execution hereof as hereinafter provided.

NOW THEREFORE, in consideration of the Premises and the agreements and covenants hereinafter set forth, Landlord, Tenant and Guarantor agree and acknowledge that the Lease is amended as follows:

1. Defined Terms. Any capitalized term not expressly defined in this Amendment shall have the definition for such term set forth in the Lease.

2. Premises.

(a) As of February 1, 2007 1,551 square feet of Net Rentable Area on the second floor of Building Two of Donelson Corporate Centre known as Suite 2203 as shown on Exhibit A attached hereto (the "Building Two Space") shall be added to the Premises and the "Additional Premises."

(b) As of February 1, 2007, the total Net Rentable Area of the Premises and the Additional Premises shall be 27,268 square feet.

3. Rent. Tenant shall pay Base Rental for the Premises and the Additional Premises commencing on February 1, 2007 (the Additional Premises Commencement Date) and continuing for four (4) consecutive calendar months terminating on May 31st, 2007 at the rate of \$16.25 per square foot of Net Rentable Area. Thereafter, during the Renewal Term of this Lease Tenant shall pay rent as follows:

Year	Rate	Per Month	Per Annum
June 1, 2007-May 31, 2008	\$16.50	\$37,493.50	\$449,992.00
June 1, 2008-May 31, 2009	\$16.91	\$38,425.16	\$461,101.88
June 1, 2009-May 31, 2010	\$17.33	\$39,379.54	\$472,554.44
June 1, 2010-May 31, 2011	\$17.76	\$40,356.64	\$484,279.68
June 1, 2011-May 31, 2012	\$18.20	\$41,356.47	\$496,277.60

4. Term. Subject to and upon the terms and conditions set forth herein, or in any exhibit hereto, the term of this Lease as to the Premises and the Additional Premises shall commence on February 1, 2007 and shall expire four (4) consecutive months later on May 31, 2007. Thereupon, the term of this Lease shall be renewed for an additional 60 months (the "Renewal Term") commencing on June 1, 2007 and terminating on May 31, 2012.

5. Tenant Improvements. The Tenant Improvement Allowance shall be \$6.00 per rentable square foot or \$163,608.00. Tenant shall have until June 1, 2009 to expend the Tenant Improvement Allowance and need not expend the entire Tenant Improvement Allowance in any single instance of revisions to the Premises.

6. Additional Rental. The first paragraph of Paragraph Five of the Office Lease Agreement as amended shall be amended effective June 1, 2007 to read as follows:

Landlord shall absorb and be responsible for paying all Operating Expenses during the first calendar year of the Renewal Term (the "Expense Stop"); and, Landlord shall absorb and be responsible for all Operating Expenses for any other calendar

year of the Renewal Term to the extent such Operating Expenses in any other calendar year are less than or equal to the Expense Stop. Thereafter, "Additional Rental" for any calendar year shall mean Tenant's Percentage Share of the Operating Expenses for such calendar year in excess of the Expense Stop. "Tenant's Percentage Share" shall mean a fraction, the numerator of which is the total number of square feet of Net Rentable Area within the Premises (27,268 square feet from and after February 1, 2007) and the denominator of which is the greater of (i) ninety-five percent (95%) of the total square footage of all Net Rentable Area in the Building (42,073 as of February 1, 2007); or (ii) the total square footage of all Net Rentable Area in the Building actually leased to rent paying tenants.

Paragraph c. of Paragraph Five of the Office Lease Agreement as amended shall be amended effective June 1, 2007 to read as follows:

The Annual Operating Expense Statement shall be rendered by Landlord to Tenant within thirty (30) day after calculation of such Annual Operating Expenses by Landlord. The payment of any Additional Rental by Tenant shall not preclude it from questioning the truth, correctness, or completeness of any Annual Operating Expense Statement. Tenant and its authorized representatives shall have the right to audit Landlord's records with respect to the Annual Operating Expenses. In the event Tenant's audit discloses discrepancies, the appropriate adjustment shall be made, and if such discrepancies result in an overcharge to Tenant that is in excess of 2% of the annual billing to Tenant for such item(s), Landlord shall also reimburse Tenant its actual out-of-pocket expenses of such audit, but in no event shall Landlord be responsible for audit expenses of Tenant that exceed the amount (s) found to be an overcharge to Tenant. In the event Tenant shall dispute any Annual Operating Expense Statement and the parties cannot resolve their differences within sixty (60) days thereafter, then the matter shall be referred to arbitration.

The balance of subparagraphs 5 (a) and (b) shall remain unchanged.

7. Sign. Paragraph Ten of the Office Lease Agreement is amended by addition of the following:

Notwithstanding the foregoing, Tenant shall be permitted, at its expense, to erect and maintain a sign on the exterior of Building Two containing Tenant's name, logo, or combination thereof, subject to Landlord's review and consent to the size and mounted location of the sign, which shall not be unreasonably withheld.

8. Right of First Refusal. Paragraph Two of the Office Lease Agreement is amended by deletion of the subparagraph therein titled "Right of First Refusal" and substitution of the following:

Right of First Refusal. Tenant is granted the ongoing Right of First Refusal for any space that becomes available in Building Two. Any additional space taken by Tenant via exercise of this Right of First Refusal shall be under the same terms and conditions as those in the Office Lease Agreement, as amended. Tenant shall have a period of thirty (30) days after notice from Landlord that space is available within which to exercise this Right of First Refusal.

9. **Renewal Option.** Tenant is granted the option to extend the term of this Lease for one (1) consecutive extended term of Five (5) years, provided that (a) Tenant is not in default at the time of exercise of the option, and (b) Tenant gives written notice of its intent to exercise the option at least 180 days prior to the expiration of the Renewal Term. The extension shall be on the same terms and conditions as this Lease except (i) Tenant shall have no further right of renewal after the extension term prescribed above; and (ii) the Rent shall be adjusted to the then prevailing market rate for comparable facilities in the Airport North submarket.

10. **Continuing Effect: Conflict.** (a) Except as amended hereby, the Lease shall remain in full force and effect, including without limitation, the provisions regarding expiration date of the initial term of the Lease and any rights that Tenant may have to extend the term thereof.

(b) In the event of a conflict between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall control.

11. **Release of Limited Guarantors.** Tenant shall not be required to have Guarantors for the Renewal Term. Landlord releases the Limited Guarantors from any further liability or responsibility for Tenant's obligations accruing from and after June 1, 2007. Limited Guarantors join in the execution of this Amendment in order to evidence their acknowledgement of and consent to the terms hereof and for no other purpose.

THIS AMENDMENT is signed and is effective as of the date first above written.

LANDLORD:

Donelson Corporate Centre, L.P.

By: JS Development, LLC, general partner

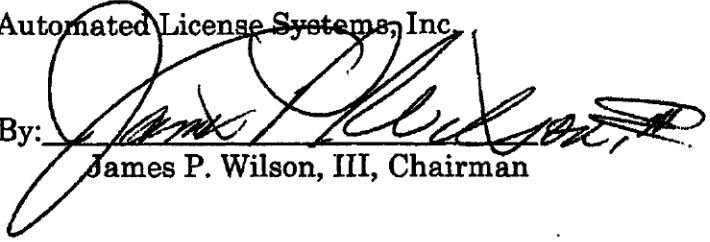
By: 

Floyd Shechter
Managing Member

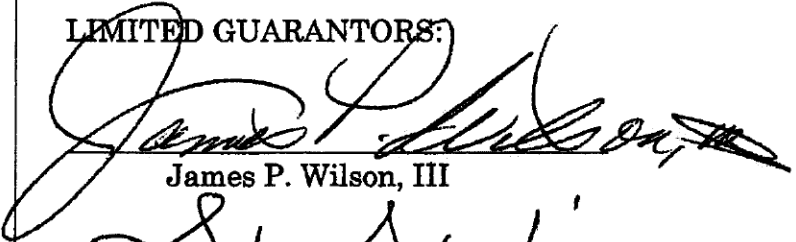
TENANT:

Automated License Systems, Inc.

By:


James P. Wilson, III, Chairman

LIMITED GUARANTORS:


James P. Wilson, III

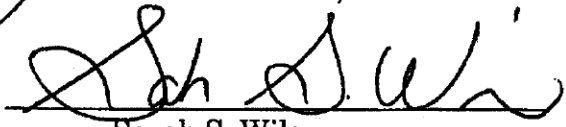

Sarah S. Wilson

Exhibit A

[Attach drawing of Building Two Space]

**FOURTH AMENDMENT TO OFFICE LEASE AGREEMENT
DONELSON CORPORATE CENTRE**

THIS FOURTH AMENDMENT TO OFFICE LEASE AGREEMENT (this "Amendment") is made as of March 25th, 2008 by and among Donelson Corporate Centre, L.P., a Tennessee limited partnership ("Landlord") and Automated License Systems, LLC, a Tennessee Limited Liability Company ("Tenant"), under the following circumstances:

A. Landlord and Tenant have entered into that certain Office Lease Agreement dated as of September 24, 1999 (the "Lease"), whereby Landlord leases to Tenant approximately 20,439 rentable square feet of space (the "Premises") on the third floor of Building Two, Donelson Corporate Centre, 3055 Lebanon Road, Davidson County, Tennessee.

B. Landlord, Tenant and Guarantors have amended that certain Office Lease Agreement dated as of September 24, 1999 by entering into the First Amendment to Office Lease Agreement dated as of April 28th, 2005 ("the First Amendment") and Landlord, Tenant and Guarantors have further amended that certain Office Lease Agreement by entering into the Second Amendment to Office Lease Agreement dated as of July 1, 2005 ("the Second Amendment") and Landlord, Tenant and Guarantors have further amended that certain Office Lease Agreement by entering into the Third Amendment to Office Lease Agreement dated as of January 10, 2007, the total Net Rentable Area of the Premises and the Additional Premises is 27,268 square feet.

C. Landlord and Tenant wish to further amend the Lease in order to amend the size, location and configuration of the Premises and to modify certain other terms of the Lease as set forth herein.

NOW THEREFORE, in consideration of the agreements and covenants hereinafter set forth, Landlord and Tenant agree and acknowledge that the Lease is amended as follows:

1. Defined Terms. Any capitalized term not expressly defined in this Amendment shall have the definition for such term set forth in the Lease.

2. Premises.

(a) As of June 1, 2008 approximately 5,278 square feet of Net Rentable Area on the first floor of Building Two of Donelson Corporate Centre

known as shown on Exhibit A attached hereto (the "Building Two Space") shall be added to the Premises and the "Additional Premises."

(b) As of June 1, 2008 the total Net Rentable Area of the Premises (both the Original Premises and the Additional Premises) shall be 32,546 square feet.

3. Rent. Tenant shall pay Base Rental for the Additional Premises commencing on June 1, 2008 (the "Additional Premises Rent Commencement Date") and continuing for 48 months terminating on May 31st, 2012 as follows:

Year	Rate	Per Month	Per Annum
June 1, 2008-May 31, 2009	\$16.91	\$45,862.74	\$550,352.86
June 1, 2009-May 31, 2010	\$17.34	\$47,028.97	\$564,347.64
June 1, 2010-May 31, 2011	\$17.77	\$48,195.20	\$578,342.42
June 1, 2011-May 31, 2012	\$18.21	\$49,388.56	\$592,662.66

4. Term. Upon the execution of this Amendment, the parties shall execute Exhibit C, attached hereto and incorporated herein, which shall replace Exhibit C attached to the original Lease.

5. Tenant Improvements. Tenant accepts the Additional Premises "as is, where is". The Tenant Improvement Allowance for the Additional Premises shall be \$12.00 per rentable square foot and shall be governed by the attached Exhibit "B". Tenant may, at its option, use all or part of any pre-existing unused Tenant Improvement Allowances that it currently has pursuant to the Lease, as amended, to fund the cost of tenant improvements in the first floor space if the Tenant Improvement Allowance provided for in this Fourth Amendment is exhausted by Tenant.

6. Continuing Effect: Conflict. (a) Except as amended hereby, the Lease shall remain in full force and effect, including without limitation, the provisions regarding expiration date of the initial term of the Lease and any rights that Tenant may have to extend or terminate early the term thereof.

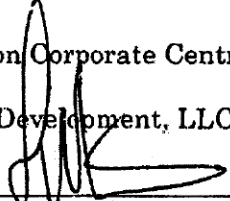
(b) In the event of a conflict between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall control.

THIS AMENDMENT is signed and is effective as of the date first above written.

LANDLORD:

Donelson Corporate Centre, L.P.

By: JS Development, LLC, general partner

By: 
Floyd Shechter
Managing Member

TENANT:

Automated License ^{Systems, Inc.} ~~Systems, LLC~~

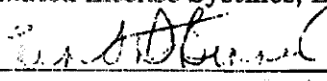
By: 
Name: ERNEST D. ECKSTEIN III
Title: SECRETARY

Exhibit A

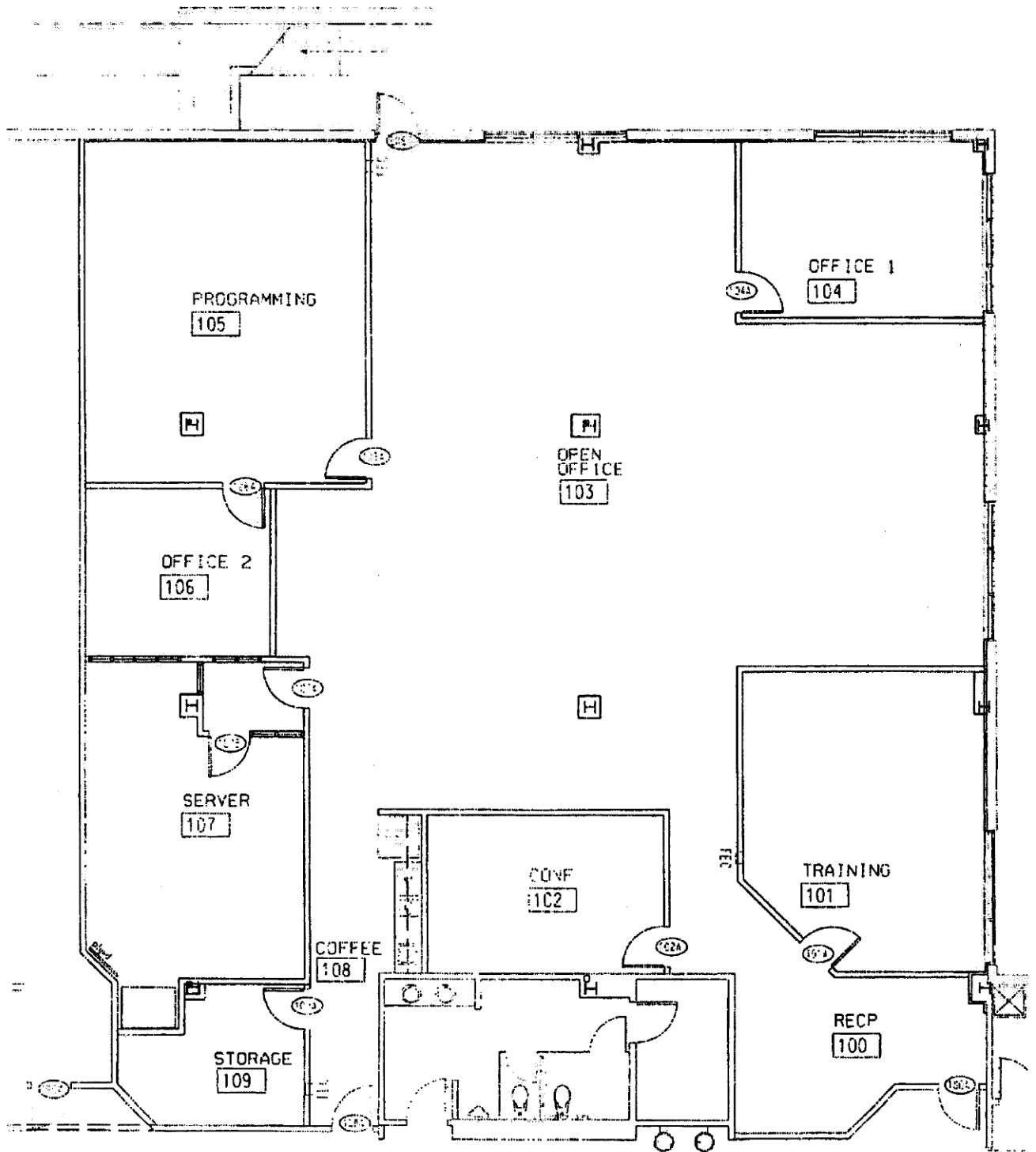


EXHIBIT B -- LANDLORD'S WORK

WORK LETTER AGREEMENT

This Work Letter Agreement (this "**WORK LETTER**") is made and entered into as of this _____ day of March, 2008, by and between Donelson Corporate Centre, L. P. ("**Landlord**") and Automated License Systems, LLC ("**Tenant**") under the following circumstances:

A. Landlord and Tenant are entering into a fourth Lease Amendment of even date herewith (the "**4th Amendment**") relating to space in a building owned by Landlord, known as Building II, First Floor Suite of the Donelson Corporate Centre, having a street address of 3055 Lebanon Road, Donelson, Tennessee (the "**Building**"); and

B. Landlord and Tenant desire entering into this Work Letter for the purpose of setting forth their agreements relating to the design and construction of the tenant improvements in such space.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. Tenant Improvements to Designated Space.

(a) Landlord shall install, furnish and construct in a prompt, good and workmanlike manner, the interior partitions, finishes and other tenant improvement work (the "**Tenant Improvements**") in and for the Demised Premises in accordance with the "T.I. Plans and Specifications" to be produced in accordance with Section 2 herein below. It is intended that the Tenant Improvements will include and the T.I. Plans and Specifications will describe all work, labor, material, installations and construction required to produce in the entirety of the Demised Premises, on a "turn key" basis, a completed space ready for use and occupancy as first class office suites by Tenant, subject only to installation of furniture and equipment of Tenant. Landlord's obligation to fund the cost of Tenant Improvements shall be limited to an allowance of \$12.00 multiplied by the Rentable Area of the Demised Premises (the "**T.I. Allowance**"). For example, if the Rentable Area of the Demised Premises is 1,000 square feet of Rentable Area, then the total T.I. Allowance and obligation of Landlord would be \$12,000.00. Landlord shall not enter into any contract for the construction of the Tenant Improvements unless the proposed contractor has been approved by Tenant, which approval shall not be unreasonably withheld or delayed. In the event that the cost of the Tenant Improvements for the Demised Premises which has been approved by Tenant as aforesaid exceeds the sum equal to \$12.00 times the Rentable Square Feet of the

Demised Premises, then the Tenant shall be responsible for the costs in excess of \$12.00 per Rentable Square Foot.

(b) Tenant shall pay its share of the costs of the Tenant Finish Work as described above in Section 1 (a) ("Tenant's Share") by paying Tenant's Share directly to the Contractor during the course of the Tenant Finish Work by paying a portion of each "Progress Payment" (as defined in the Contract). Such portion shall be equal to a ratio the numerator of which shall be the amount per rentable square foot that the contract sum exceeds \$12.00 per rentable square foot and the denominator of which shall be the Contract Sum divided by the rentable square feet of the Demised Premises. Tenant's Share shall also include one hundred per cent of the cost of any change orders to the Contract Sum (whether increasing or decreasing the Contract Sum) approved by Tenant. Tenant shall have the right to review each draw request for a Progress Payment and any supporting documentation of each such draw request submitted by the Contractor to the Landlord or Project Architect.

2. Space Plan and Specifications. (a) On or before March 15, 2008, Tenant shall cause its consultant, Design Collaborative Studios (the "Review Architect") to prepare and deliver to Landlord draft floor plans and outline specifications for the Demised Premises and the Tenant Improvements. Landlord shall not unreasonably withhold or delay its approval of such floor plans and outline specifications. If Landlord has any objections or comments with respect to such draft floor plans and outline specifications, Landlord shall notify Tenant of such objections in writing within 5 (five) days after Landlord's receipt thereof or Landlord shall be deemed to have approved such draft floor plans and outline specifications. Tenant shall promptly cause the requested changes and modifications to be made to the floor plan and outline specifications, and shall promptly resubmit to Landlord the modified floor plan and outline specifications, which shall be subject to the same review, approval and modification procedures set for above. The final floor plans and outline specifications for the Demised Premises and the Tenant Improvements approved by Landlord shall hereinafter be referred to as the "**T.I. Outline Specifications.**"

(b) Following approval of the T.I. Outline Specifications, Landlord shall cause its project architect, Design Collaborative Studios (the "**Project Architect**") to prepare and deliver to Tenant for Tenant's approval (which it shall not unreasonably withhold or delay) within ten (10) days after Landlord's approval of the T.I. Outline Specifications as set forth above in Section 2(a), any and all necessary construction documents for the Tenant Improvements in the Demised Premises, including but not limited to, "A" architectural, mechanical and electrical working drawings to scale together with specifications necessary to complete such Tenant Improvements. The construction documents will be prepared based upon the T.I. Outline Specifications, and shall in all material respects be consistent with

the development of such T.I. Outline Specifications. If Tenant has any objections or comments with respect to such construction documents, working drawings and specifications, it shall notify Landlord and the Project Architect in writing such objections within five (5) days after receipt thereof or Tenant shall be deemed to have approved such documents, drawings and specifications. Landlord shall cause the Project Architect in writing to make the requested changes and modifications to the construction documents, working drawings and specifications, and shall resubmit to Tenant and the Review Architect the modified construction documents, working drawings and specifications, which shall be subject to the same review, approval and modification procedures set forth above. The final construction documents, working drawings and specifications for the Tenant Improvements approved by Tenant, shall be referred to as the "T.I. Plans and Specifications." None of the T.I. Plans and Specifications may be changed or otherwise modified without the prior written consent of Tenant.

3. Permits. Landlord shall obtain and maintain all authorizations, approvals and permits required by any governmental entity for the Tenant Improvements described herein to be performed by Landlord. Tenant shall cooperate with Landlord in obtaining such authorizations, approvals or permits.

4. Completion. The Tenant Improvements shall be deemed complete when all of the following have occurred: (A) the Project Architect's certificate of Final Completion with respect to the Tenant Improvements shall have been delivered to Landlord and Tenant; (B) Landlord shall have obtained and delivered to Tenant a Temporary Certificate of Occupancy for the Demised Premises from the governmental authority which has authority to issue such certificates in the jurisdiction wherein the Premises are located, which Temporary Certificate of Occupancy shall indicate that the Final Certificate of Occupancy will be issued in due course; and (C) Landlord and Tenant shall have accepted the Tenant Finish Work as being in substantial conformity with the T.I. Plans and Specifications and have executed a written acknowledgment of such acceptance setting forth the T.I. Completion Date (the "T.I. Completion Date Certificate"), excepting punch list items as defined below, which shall also be signed by Landlord.

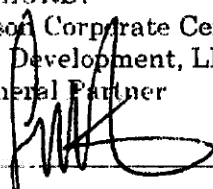
5. Access Before Completion. Tenant shall have access to the Demised Premises in which Tenant Improvements are being performed prior to completion only for the purposes of inspecting Landlord's work or otherwise as agreed to by the parties in writing.

6. Punch List Work. Following issuance of the Project Architect's Certificate of Final Completion with respect to the Tenant Improvements, Tenant may inspect the Tenant Improvements and prepare a punch list setting forth all incomplete, defective or other items of construction not in conformity to the T.I. Plans and Specifications and if such punch list is delivered to Landlord, Landlord

shall complete or correct all items on the punch list within thirty (30) days of receipt thereof (or within a reasonable period of time if thirty(30) days is insufficient time during which to complete such item). In the event Landlord fails to complete or correct any or all items on the punch list as herein provided, Tenant may complete or correct any or all such items and Landlord shall reimburse Tenant for the cost thereof plus interest thereon within thirty (30) days after receipt from Tenant of written demand for such payment and in the event Landlord fails to reimburse Tenant for such cost and 12% interest within such thirty (30) day period, Tenant may either deduct such cost and interest from the next ensuing installments of rent coming due under the Lease until such costs plus interest are recovered or pursue whatever remedies Tenant may have against Landlord at law or in equity. Landlord shall complete and correct each item set forth on the punch list even if the determination of whether the Tenant Improvements have been constructed in substantial conformity with the T.I. Plans and Specifications has been submitted to arbitration or litigation.

7. Defective Work. Landlord warrants to Tenant that (i) the Tenant Improvements will be constructed in accordance with the T.I. Plans and Specifications, (ii) all materials and equipment furnished will be new, unless otherwise specified, (iii) Tenant Improvements will be of good quality, free from faults and defects, and (iv) the Tenant Improvements shall be in full compliance with all applicable laws, codes and regulations, including by way of example, but not as a limitation, environmental, zoning, building and land use laws, codes and regulations. Without limiting the generality of the foregoing, if within one year after the date of substantial completion of all the Tenant Improvements, or within such longer period of time as may be prescribed by law or the terms of any applicable warranty required by the T.I. Plans and Specifications, the Tenant Improvements or any part or element of either is found to be defective or not in accordance with the T.I. Plans and Specifications, Landlord shall correct same within 30 days after receipt of written notice from Tenant to do so or a longer reasonable period if such correction cannot reasonably be completed within a 30-day period, unless Tenant has previously given Landlord a written acceptance of such condition. Unless such condition is specifically referred to and accepted in a written instrument delivered to Landlord, acceptance by Tenant of the Tenant Improvements pursuant to the lease shall not be deemed to be written acceptance of any such condition.

LANDLORD:
Donelson Corporate Centre, L.P.
By: JS Development, LLC,
its General Partner

By:  _____

TENANT:
Automated License Systems, LLC Inc.



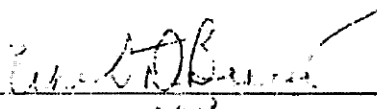
By:  _____
Its: SECRETARY

EXHIBIT C -- COMMENCEMENT DATE AGREEMENT

This Agreement is made and entered into as of the 29 day of March, 2008 between Donelson Corporate Centre, L.P. ("Landlord") and Automated License Systems, LLC ("Tenant"), and shall be attached to and made a part of that certain Fourth Amendment to Lease between Landlord and Tenant of even date (the Fourth "Amendment"). Pursuant to the provisions of the Lease (as defined in the Amendment), as amended by the Amendment, Landlord and Tenant intending to be legally bound hereby, agree to the following:

- a. The Commencement Date of the Lease, for the Additional Premises, is the 1st day of June, 2008.
- b. Tenant agrees that, as of and through the date hereof, Landlord has fully and timely complied with and performed each and every of its obligations as set forth in the Lease and that Tenant has no claims or causes of action against Landlord whatsoever and has no right to any setoffs against any and all sums due Landlord.


IN WITNESS WHEREOF, the parties have duly executed this supplement to the Lease as of the day and year first above written

LANDLORD:

Donelson Corporate Centre, L.P.
By: JS Development, LLC
Its: General Partner

By: [Signature]
Floyd Shechter
Title: Managing Member

TENANT:

Automated License Systems, LLC Inc. 

By: [Signature]
Name: ERNEST D. CUNNINGHAM III
Title: CEO, GETAKEY

FIFTH AMENDMENT TO OFFICE LEASE AGREEMENT
DONELSON CORPORATE CENTRE

THIS FIFTH AMENDMENT TO OFFICE LEASE AGREEMENT (this "Amendment") is made as of February 11th, 2011 by and among Donelson Corporate Centre, L.P., a Tennessee limited partnership ("Landlord") and The Active Network, Inc., a Delaware Corporation, successor in interest to Automated License Systems, Inc., a Tennessee corporation ("Tenant"), under the following circumstances:

A. Landlord and Tenant have entered into that certain Office Lease Agreement dated as of September 24, 1999 (the "Lease"), whereby Landlord leases to Tenant approximately 20,439 rentable square feet of space (the "Premises") on the third floor of Building Two, Donelson Corporate Centre, 3055 Lebanon Road, Davidson County, Tennessee.

B. Landlord, Tenant and Guarantors have amended that certain Office Lease Agreement dated as of September 24, 1999 by entering into the First Amendment to Office Lease Agreement dated as of April 28th, 2005 ("the First Amendment") and Landlord, Tenant and Guarantors have further amended that certain Office Lease Agreement by entering into the Second Amendment to Office Lease Agreement dated as of July 1, 2005 ("the Second Amendment") and Landlord, Tenant and Guarantors have further amended that certain Office Lease Agreement by entering into the Third Amendment to Office Lease Agreement dated as of January 10, 2007, and Landlord and Tenant have further amended that certain Office Lease Agreement by entering into the Fourth Amendment to Office Lease Agreement dated as of March 25th, 2008, the total Net Rentable Area of the Premises is 32,546 square feet.

C. Landlord and Tenant wish to further amend the Lease in order to amend the term and Tenant Improvement Allowance of the Premises and to modify certain other terms of the Lease as set forth herein.

NOW THEREFORE, in consideration of the agreements and covenants hereinafter set forth, Landlord and Tenant agree and acknowledge that the Lease is amended as follows:

1. Defined Terms. Any capitalized term not expressly defined in this Amendment shall have the definition for such term set forth in the Lease.
2. Term. Upon the execution of this Amendment the parties shall execute Exhibit "C" attached hereto and incorporated herein, which shall replace Exhibit C attached to the original Lease. On June 1, 2011 a new eighty four month

term shall commence and said term shall terminate unless extended pursuant to the terms of any remaining renewal options. The current Office Lease Agreement as amended shall remain in full force and effect until June 1, 2011.

3. Rent. Tenant shall pay Base Rental for the Premises commencing June 1, 2011 ("The Fifth Amendment Commencement Date") and continuing for eighty four (84) months terminating on May 31st, 2018 as follows:

Year	Rate	Per Month	Per Annum
June 1, 2011-May 31, 2012	\$16.50	\$44,750.75	\$537,009.00
June 1, 2012-May 31, 2013	\$16.83	\$45,645.77	\$547,749.24
June 1, 2013-May 31, 2014	\$17.17	\$46,558.68	\$558,704.16
June 1, 2014-May 31, 2015	\$17.51	\$47,489.85	\$569,878.20
June 1, 2015-May 31, 2016	\$17.86	\$48,439.65	\$581,275.80
June 1, 2016-May 31, 2017	\$18.22	\$49,408.44	\$592,901.28
June 1, 2017-May 31, 2018	\$18.58	\$50,396.61	\$604,759.32

4. Term. Upon the execution of this Amendment, the parties shall execute Exhibit C, attached hereto and incorporated herein, which shall replace Exhibit C attached to the original Lease. Exhibit C attached hereto, once executed by the parties, shall set for the new term for this Amendment.

5. Tenant Improvements. Tenant accepts the Additional Premises "as is, where is". The Tenant Improvement Allowance for the term of the Fifth Amendment shall be \$300,000.00. Said allowance shall be utilized for improvements to the demised premises.

6. Continuing Effect; Conflict. (a) Except as amended hereby, the Lease shall remain in full force and effect, including without limitation, the provisions regarding expiration date of the initial term of the Lease and any rights that Tenant may have to extend or terminate early the term thereof.

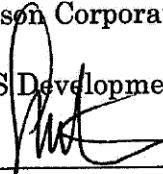
(b) In the event of a conflict between the terms of the Lease and the terms of this Amendment, the terms of this Amendment shall control.

THIS AMENDMENT is signed as of the date first above written.

LANDLORD:

Donelson Corporate Centre, L.P.

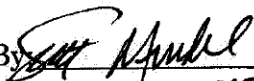
By: JS Development, LLC, general partner

By: 

Floyd Shechter
Managing Member

TENANT:

The Active Network, Inc., as successor in
interest to Automated License Systems, Inc.

By: 

Name: SCOTT MENDEL
Title: CFO

EXHIBIT C — COMMENCEMENT DATE AGREEMENT

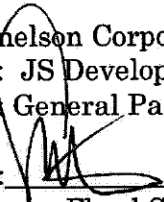
This Agreement is made and entered into as of the 11th day of February, 2011 between Donelson Corporate Centre, L.P. ("Landlord") and The Active Network, Inc. as successor in interest to Automated License Systems, INC. ("Tenant"), and shall be attached to and made a part of that certain Fifth Amendment to Lease between Landlord and Tenant of even date (the "Fifth Amendment"). Pursuant to the provisions of the Lease (as defined in and amended by the Fifth Amendment), Landlord and Tenant intending to be legally bound hereby, agree to the following:

- a. The Commencement Date of the Lease, for the additional Term is the 1st day of June, 2011.
- b. Tenant agrees that, as of and through the date hereof, Landlord has fully and timely complied with and performed each and every of its obligations as set forth in the Lease and that Tenant has no claims or causes of action against Landlord whatsoever and has no right to any setoffs against any and all sums due Landlord.

IN WITNESS WHEREOF, the parties have duly executed this supplement to the Lease as of the day and year first above written

LANDLORD:

Donelson Corporate Centre, L.P.
By: JS Development, LLC
Its General Partner

By: 
Floyd Shechter
Title: Managing Member

TENANT:

The Active Network, Inc.,
as successor in interest to
Automated License Systems, Inc.


By: 
Name: SCOTT MENDEL
Title: CFO

EXHIBIT "B"

MASTER LANDLORD CONSENT

[please see attached]

EXHIBIT "B"

CONSENT BY LESSOR TO SUBLEASE

DONELSON CORPORATE CENTRE, L.P., a Tennessee limited partnership, (the "**Lessor**"), is the Lessor of premises described in Paragraph 1 of an office lease with AUTOMATED LICENSE SYSTEMS, LLC, a Tennessee limited liability company, predecessor in interest to ACTIVE NETWORK, LLC, a Delaware limited liability company ("**Lessee**") dated September 24, 1999, as amended by that certain First Amendment to Office Lease Agreement dated April 28, 2005, that certain Second Amendment to Office Lease Agreement dated June 29, 2005, that certain Third Amendment to Office Lease Agreement dated January 10, 2007, that certain Fourth Amendment to Office Lease Agreement dated March 25, 2008, and that certain Fifth Amendment to Office Lease Agreement dated February 11, 2011 (collectively, as amended, the "**Lease**"), a copy of which Lease is attached hereto as **Exhibit "A"**, and incorporated herein by reference. The Lease contains a restriction against assignment or subletting by the Lessee without the Lessor's prior written consent, not to be unreasonably withheld, and accordingly, Lessor is executing this Consent by Lessor to Sublease to memorialize its consent to a sublease with respect to a portion of the Premises.

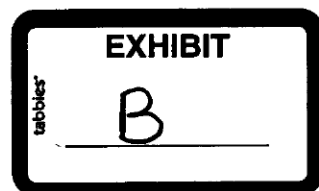
1. **CONSENT TO SUBLEASE.** Lessor consents, subject to the following conditions, to the sublease of a portion of the Leased Premises by the Lessee to THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, a metropolitan government organized and existing under the laws of the State of Tennessee. (the "**Sublessee**"), dated the ___ day of _____, 2016 (the "**Sublease**"), a copy of which Sublease is attached hereto as **Exhibit "B"**, and incorporated herein by reference.

(a) The Lessor's consent is expressly conditioned upon the payment of the Base Rental and Additional Rental reserved by the Lease, and the performance and observance of the covenants, conditions and agreements in the Lease and this consent in no way affects or releases the Lessee from its obligations, liabilities and responsibilities under the Lease. The Lessee confirms and acknowledges that, notwithstanding the Sublease, that it will remain liable under the Lease for the fulfillment of all the Lessee's agreements, covenants and obligations thereunder.

(b) This consent is given without prejudice to the Lessor's rights under the Lease, and is expressly limited to the Sublease, and will not be deemed to be consent to or authorization for any further or other assignment, subletting or parting with or sharing possession of all or any part of the Leased Premises by either the Lessee or the Sublessee.

(c) Notwithstanding anything to the contrary contained in the Sublease, neither the Lessee, as the Sublessor, nor the Sublessee will act in any manner which is inconsistent with the terms of the Lease. The Sublessee covenants to and with the Lessor that it will not cause, by any act or omission, the Lessee to be in default of its agreements, covenants and obligations under the Lease.

(d) In granting its consent to the Sublease, the Lessor does not make any representation or warranties with respect to the status of the Lease. Further, nothing contained in the Sublease or this consent will be construed as modifying, waiving or affecting any of the provisions, covenants and conditions or any of the Lessor's rights or remedies under the Lease other than as specifically set forth herein.



(e) In consideration of the Lessor's consent to the Sublease, the Sublessee acknowledges and agrees that:

- (i) the Sublease is subject to and subordinate to the Lease;
- (ii) with respect to the Subleased Premises (as defined in the Sublease), it will observe, comply with and perform all terms, conditions and covenants in the Lease and perform all obligations of any kind whatsoever in the Lease as and when the same are due to be performed by the Lessee pursuant to the terms of the Lease; and
- (iii) it is subject to all of the Lessor's rights thereunder, as though the Sublessee were named the Lessee under the Lease, except as to those covenants relating to that portion of the Leased Premises not leased to the Sublessee under the Sublease. The Sublessee further expressly acknowledges and agrees to be subject to the prohibition against subletting, assigning, mortgaging or encumbering or permitting the occupation or use of all or part of the Leased Premises by others without the prior written consent of the Lessor, upon the terms and conditions as are set forth in the Lease. Except that the following provisions in the Lease shall not apply to Sublessee:
 1. Provisions in the Lease that require Tenant to indemnify and/or hold harmless Landlord shall not apply to Sublessee.
 2. Provisions in the Lease that require parties to submit disputes to binding arbitration shall not apply to Sublessee.
 3. Provisions in the Lease that require parties to waive jury trial shall not apply to Sublessee.
 4. Provisions in the Lease that require Tenant to waive counterclaims against Landlord or that prohibit Tenant from interposing counterclaims shall not apply to Sublessee.
 5. Provisions in the Lease that require Tenant to pay attorney fees to Landlord or that require the prevailing party to recover attorney fees shall not apply to Sublessee.
 6. Provisions in the Lease that require Tenant to procure or maintain insurance shall not apply to Sublessee. Sublessee hereby advises Lessor that Sublessee shall self-insure against the risks of loss which would be covered by commercial general liability insurance, workers compensation insurance and automobile liability insurance. Sublessee shall be responsible for any losses or liabilities which would have been assumed by the insurance company or companies which would have issued such policies. Sublessee's liability in tort is governed by the provisions of the Governmental Tort Liability Act, Sublessee has a self-insurance against such claims which only covers claims and losses against Sublessee.

(f) The Sublessee confirms to the Lessor its right to occupy the Leased Premises is derived solely from the Lease and that should the Lease be terminated by the Lessor the Sublease

will also automatically be terminated and the Sublessee will have no further rights of occupancy or tenancy of the Leased Premises pursuant to the Sublease.

(g) Sublessee acknowledges that the term of the Lease ends on May 31, 2018, and that Sublessee shall vacate the Leased Premises by that date.

2. **DEFINED TERMS.** All capitalized terms used herein, and not otherwise defined, have the meaning ascribed to such terms in the Lease.

3. **ATTORNEYS' FEES.** [Deleted.]

IN WITNESS WHEREOF, the undersigned have executed this Consent By Lessor to Sublease on this ____ day of _____, 2016.

DONELSON CORPORATE CENTRE, L.P., a Tennessee limited partnership

(Lessor)

Per: _____
Name:
Title:

I/We have the authority to bind the corporation.

ACTIVE NETWORK, LLC, a Delaware limited liability company

(Lessee)

Per: _____
Name:
Title:

I/We have the authority to bind the corporation.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, a Tennessee metropolitan government

(Sublessee)

Per: _____
Name:
Title:
Director of Public Property Administration

APPROVED AS TO AVAILABILITY OF FUNDS:

Talia Lomax-O'dneal, Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney