

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement (this "Second Amendment") is entered into on this ____ day of _____ 2025 (the "Amendment Signature Date") by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**, a municipal corporation of the State of Tennessee ("Metro") and **JOSLIN SIGN AND MAINTENANCE COMPANY, INC** ("Lessor").

RECITALS

WHEREAS, Lessor, as landlord, and Metro, as tenant, are parties to that certain Lease Agreement, dated February 08, 2018 (the "Original Lease"), pursuant to which Metro currently leases approximately 97 (ninety-seven) parking spaces located at 630 Murfreesboro Pike, Nashville, Tennessee (the "Premises").

WHEREAS, Lessor and Metro amended the Lease via RS2023-2019 to extend the term of the Lease and to provide for a rent increase to Metro during the period of February 2023 through and including February 2026.

WHEREAS, Lessor and Metro now desire to amend the Lease to extend the term of the Lease for an additional twenty-four (24) months.

AGREEMENT

NOW, THEREFORE, for the mutual promises and other considerations, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree to amend the Lease as follows:

1. **Incorporation of Recitals, Definitions.** The Recitals set forth above are hereby incorporated into this Second Amendment as if set forth herein in full. All capitalized terms not defined in this Second Amendment shall be deemed to have the meanings given such terms in the Lease.
2. **Section 2. TERM OF LEASE.** Effective as of the Second Amendment Effective Date (as defined in Section 3 of this Second Amendment), Section 2 of the Lease is generally amended to provide that the term of the Lease (the "Term") with respect to the Premises is extended through and including February 2028 (such extension term is referred to hereinafter referred to as the "2028 Extension Term"). The Term of the Lease with respect to the Premises will expire on March 1, 2028, unless extended by lease amendment and agreement of both parties.
3. **SECOND AMENDMENT EFFECTIVE DATE.** This Second Amendment shall not be binding upon the parties until it has been signed first by the Lessor and then by the representatives of Metro, approved by the Metro Council, and then filed with the Metro Clerk (the date of filing with the Metro Clerk shall be referred to herein as the "Second Amendment Effective Date").

4. **RATIFICATION OF THE LEASE.** All terms and conditions of the Lease not expressly amended by this Amendment remain in full force and effect and are hereby ratified and confirmed. Except as expressly set forth in this Amendment, nothing in this Amendment shall be deemed to alter, waive, modify, or terminate any provision of the Lease, and the Lease, as amended by this Amendment, constitutes the entire agreement between the parties with respect to the premises for the Term of the Lease.
5. **CONFLICT AND ORDER OF PRECEDENCE.** To the extent of any conflict or inconsistency between the terms of this Amendment and the terms of the Lease, the terms of this Amendment shall control. In the event of any ambiguity or dispute as to intent, the parties agree that this Amendment shall be interpreted in a manner that effectuates the changes expressly set forth herein. Except as set forth in this Amendment, the Lease shall control.

[end of page - signatures on following page]

IN WITNESS WHEREOF, the authorized representatives of the parties have affixed their signatures below with the intent to make this Second Amendment effective as of the Second Amendment Effective Date.

METRO:

**THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON
COUNTY**

RECOMMENDED BY:

Abraham Wescott

Abraham Wescott
Director of Public Property Administration

APPROVED AS TO AVAILABILITY OF FUNDS:

Jenneen Reed/mjw

Jenneen Reed, Director
Department of Finance

APPROVED AS TO FORM AND LEGALITY:

Mary Amos

Metropolitan Attorney

ATTEST:

Metropolitan Clerk

Date

LESSOR:

JOSLIN SIGN AND MAINTENANCE COMPANY, INC.

By:



Kayla Joslin Mirenda, Vice President



Date