

## TWELFTH AMENDMENT TO LEASE AGREEMENT

This Twelfth Amendment to Lease Agreement (this “Twelfth 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 **SQUARE INVESTMENT HOLDINGS, LLC** (“Lessor”).

### RECITALS

WHEREAS, Lessor, as landlord, and Metro, as tenant, are parties to that certain Lease Agreement, dated June 10, 2008 (the “Original Lease”), as clarified by a letter agreement, dated July 21, 2008 (the “First Letter Agreement”), as clarified by a letter agreement, dated July 31, 2008 (the “Second Letter Agreement”), further amended by that certain First Lease Amendment, dated January 10, 2011 (the “First Amendment”), that certain Second Lease Amendment, dated October 24, 2013 (the “Second Amendment”), that certain Third Lease Amendment, dated February 26, 2014 (the “Third Amendment”), that certain notice to exercise option letter dated July 19, 2017 (the “Third Letter Agreement”), that certain notice to exercise option letter dated December 4, 2018 (the “Fourth Letter Agreement”), that certain Fourth Amendment to Lease Agreement, dated April 17, 2019 (the “Fourth Amendment”), that certain Fifth Amendment to Lease Agreement, effective as of August 7, 2019 (the “Fifth Amendment”); that certain Sixth Amendment to Lease Agreement, effective as of May 26, 2020 (the “Sixth Amendment”), that certain Seventh Amendment to Lease Agreement, effective as of March 3, 2023 (the “Seventh Amendment”), that certain Eighth Amendment to Lease Agreement, effective as of August 28, 2023 (the “Eighth Amendment”), that certain Ninth Amendment to Lease Agreement, effective as of November 22, 2023 (the “Ninth Amendment”), and that certain Tenth Amendment to Lease Agreement, effective as of May 22, 2024 (the “Tenth Amendment”) and that certain Eleventh Amendment to Lease Agreement, effective as of July 16, 2025 (the “Eleventh Amendment”; together with the Original Lease, the First Letter Agreement, the Second Letter Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Third Letter Agreement, the Fourth Letter Agreement, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment and Tenth Amendment being collectively referred to as the “Lease”), pursuant to which Metro leases 73,711 rentable square feet on the third, fourth, fifth and sixth floors (the “Leased Premises”) of the Washington Square Building located at 222 Second Avenue North, Nashville, Tennessee (the “Building”).

WHEREAS, *prior to the Twelfth Amendment Effective Date (as defined in Section 6 of this Twelfth Amendment)*, the Leased Premises consists of 73,711 rentable square feet cumulatively and consists of the following sub-parts:

- (a) Suite 600 consisting of 18,800 rentable square feet, occupied by the Metro Legal Department (the “Metro Legal Space”), and
- (b) Suite 311A and 312 consisting of 4,078 rentable square feet, occupied by the Metro Legal Department (the “Metro Legal Expansion Space”), and
- (c) Suites 400, 417, 419, 420, 430 and 500 consisting of 48,042 rentable square feet cumulatively occupied by used the Metro District Attorney’s office (the “DA Space”), and
- (d) Suite 380M consisting of 1,491 rentable square feet occupied by the Criminal Justice office (the “Criminal Justice Space”), and

(e) Suite 416 consisting of 1,300 rentable square feet (the “Suite 416 Space”).

WHEREAS, Lessor and Metro now desire to amend the Lease to provide for the addition of Suite 230 (containing 2,487 rentable square feet) to be occupied by the Metro Nashville Network (the “MNN Space”).

### **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 Twelfth Amendment as if set forth herein in full. All capitalized terms not defined in this Twelfth Amendment shall be deemed to have the meanings given such terms in the Lease.
2. **Section 1. LEASED PREMISES.** Effective as of the Twelfth Amendment Effective Date, Section 1 of the Lease is generally amended to provide that the MNN Space is added to and becomes a part of the Leased Premises. The floor plan of the MNN Space (Suite 230) is more particularly described in Exhibit A attached hereto. Effective as of the Twelfth Amendment Effective Date, the Leased Premises will consist of 76,198 rentable square feet cumulatively and consists of the following sub-parts:
  - (a) Suite 600 consisting of 18,800 rentable square feet, occupied by the Metro Legal Department (the “Metro Legal Space”), and
  - (b) Suite 311A and 312 consisting of 4,078 rentable square feet, occupied by the Metro Legal Department (the “Metro Legal Expansion Space”), and
  - (c) Suites 400, 417, 419, 420, 430 and 500 consisting of 48,042 rentable square feet cumulatively occupied by used the Metro District Attorney’s office (the “DA Space”), and
  - (d) Suite 380M consisting of 1,491 rentable square feet occupied by the Criminal Justice office (the “Criminal Justice Space”), and
  - (e) Suite 416 consisting of 1,300 rentable square feet (the “Suite 416 Space”), and
  - (f) The MNN Space (known as Suite 230 and consisting of 2,487 rentable square feet).
3. **Section 2. TERM OF LEASE.** Effective as of the Twelfth Amendment Effective Date, Section 2 of the Lease is generally amended to provide that the term of the Lease (the “Term”) with respect to the MNN Space shall continue through and including November 30, 2038 (which is the same expiration date for the term of this Lease with respect to the Metro Legal Space). For avoidance of confusion, the Term of the Lease with respect to the DA Space, the Criminal Justice Space and the Suite 416 Space will expire on November 30, 2028, unless extended by written agreement of both parties.
4. **Section 3. RENTAL.** Effective as of the Twelfth Amendment Effective Date, Section 3 of the Lease is generally amended to provide as follows:

(a) During the remainder of the Term of the Lease with respect to the DA Space Metro shall pay to Lessor on or before the first day of each month, in twelve (12) equal monthly installments, without demand, a rental equal to the following sums per rentable square feet per year with respect to the DA Space (the “DA Space Rent”):

<u>Period</u>	<u>Annual Rental Per Rentable Square Foot</u>
July 16, 2025 - November 30, 2025	\$23.18
December 1, 2025 - November 30, 2026	\$23.87
December 1, 2026 – November 30, 2027	\$24.59
December 1, 2027 – November 30, 2028	\$25.32

(b) During the remainder of the Term of the Lease with respect to the Suite 416 Space, Metro shall pay to Lessor on or before the first day of each month, in twelve (12) equal monthly installments, without demand, a rental equal to the following sums per rentable square feet per year with respect to the Suite 416 Space (the “Suite 416 Space Rent”):

<u>Period</u>	<u>Annual Rental Per Rentable Square Foot</u>
July 16, 2025 – December 31, 2025	\$23.18
January 1, 2026 – December 31, 2026	\$23.87
January 1, 2027 – December 31, 2027	\$24.59
January 1, 2028 – November 30, 2028	\$25.32

(c) During the remainder of the Term of the Lease with respect to the Criminal Justice Space, Metro shall pay to Lessor on or before the first day of each month, in twelve (12) equal monthly installments, without demand, a rental equal to the following sums per rentable square feet per year with respect to the Criminal Justice Space (the “Criminal Justice Space Rent”):

<u>Period</u>	<u>Annual Rental Per Rentable Square Foot</u>
July 16, 2025 - November 30, 2025	\$25.27
December 1, 2025 - November 30, 2026	\$25.77
December 1, 2026 – November 30, 2027	\$26.29
December 1, 2027 – November 30, 2028	\$26.61



(d) During the remainder of the Term of the Lease with respect to the original Metro Legal Space (18,800 rentable square feet), Metro shall pay to Lessor on or before the first day of each month during the remainder of such Term, in twelve (12) equal monthly installments, without demand, a rental equal to the following sums per rentable square feet per year with respect to the original Metro Legal Space (the “Original Metro Legal Space Rent”):

<u>Period</u>	<u>Annual Rental Per Rentable Square Foot</u>
July 16, 2025 - November 30, 2025	\$23.18
December 1, 2025 - November 30, 2026	\$23.87
December 1, 2026 – November 30, 2027	\$24.59
December 1, 2027 – November 30, 2028	\$25.32
December 1, 2028 – November 30, 2033	\$28.50
December 1, 2033 - November 30, 2038	\$33.00

Notwithstanding anything to the contrary herein, Original Metro Legal Space Rent shall be abated for the months of December 2027, December 2028 and December 2029 and no Original Metro Legal Space Rent shall be due and payable in such months.

(e) During the remainder of the Term of the Lease (which expires November 30, 2038) with respect to the Metro Legal Expansion Space, Metro shall pay to Lessor on or before the first day of each month in twelve (12) equal monthly installments, without demand, a rental equal to the following sums per rentable square feet per year with respect to the Metro Legal Expansion Space:

<u>Period</u>	<u>Annual Rental Per Rentable Square Foot</u>
Metro Legal Expansion Space Rent Commencement Date - November 30, 2025	\$23.18
December 1, 2025 – November 30, 2026	\$23.87
December 1, 2026 – November 30, 2027	\$24.59
December 1, 2027 – November 30, 2028	\$25.32
December 1, 2028 – November 30, 2033	\$28.50
December 1, 2033 – November 30, 2038	\$33.00

Notwithstanding anything to the contrary herein, Metro Legal Expansion Space Rent shall be abated for the months of December 2025 and December 2026 and no Metro Legal Expansion Space Rent shall be due and payable in such months. In the event the Metro Legal Expansion Space Rent Commencement Date occurs after November 2025 then the Annual Rental Per Rentable Square Foot shall be the rate above in effect starting December 1, 2025. Further, in the event the Metro Legal Expansion Space Rent Commencement Date occurs between December 1, 2025 and December 31, 2025, or after December 31, 2025, then Tenant’s scheduled rent abatement month of December 2025 shall be the next full month following the Metro Legal Expansion Space Rent Commencement Date.

(f) Commencing on the later to occur of (i) the Twelfth Amendment Effective Date and (ii) December 1, 2025 (such later date being the “MNN Space Rent Commencement Date”) and continuing during the remainder of the Term of the Lease (which expires November 30, 2038) with respect to the MNN Space, Metro shall pay to Lessor on or before the first day of each month in twelve (12) equal monthly installments, without demand, a rental equal to the following sums per rentable square feet per year with respect to the MNN Space (the “MNN Space Rent”; together with the Metro Legal Expansion

Space Rent, the DA Space Rent, the Suite 416 Space Rent, the Criminal Justice Space Rent and the Original Metro Legal Space Rent are collectively referred to herein as the “Rent”):

<u>Period</u>	<u>Annual Rental Per Rentable Square Foot</u>
MNN Space Rent Comm. Date – November 30, 2026	\$23.87
December 1, 2026 – November 30, 2027	\$24.59
December 1, 2027 – November 30, 2028	\$25.32
December 1, 2028 – November 30, 2033	\$28.50
December 1, 2033 – November 30, 2038	\$33.00

5. **ACCEPTANCE OF LEASED PREMISES AND LESSOR’S WORK** As of the Twelfth Amendment Effective Date, Metro is in possession of the Leased Premises and, subject to Landlord completing the MNN Space Work (as defined in this Section 5), has accepted it in its AS-IS, WHERE-IS CONDITION.

(a) In consideration for Metro entering into this Twelfth Amendment, Lessor, at its sole cost, will make the following improvements or alterations to the MNN Space (the “MNN Space Work”):

- ☐ Install new carpet (of the same or equal quality to the carpet that has been selected by Metro Legal); and
- ☐ Paint interior of the MNN Space.

Metro acknowledges and agrees the MNN Space Work shall be commenced and completed after the Twelfth Amendment Effective Date.

6. **TWELFTH AMENDMENT EFFECTIVE DATE.** This Twelfth 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 “Twelfth Amendment Effective Date”).

7. **RATIFICATION OF THE LEASE.** Except as specifically set forth in this Twelfth Amendment, the parties hereto agree that the Lease (as amended by this Twelfth Amendment) is unmodified and in full force and effect, and further hereby ratify, affirm and confirm the Lease as amended by this Twelfth Amendment. From and after the Twelfth Amendment Effective Date, the term “Lease” shall be deemed to mean and include the Lease as amended by this Twelfth Amendment.

[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 Twelfth Amendment effective as of the Twelfth Amendment Effective Date.

**METRO:**

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

By: \_\_\_\_\_  
Freddie O'Connell  
Title: \_\_\_\_\_ Mayor \_\_\_\_\_

**RECOMMENDED BY:**

\_\_\_\_\_  
*Abraham Wescott*  
Director of Public Property Administration

**APPROVED AS TO AVAILABILITY OF FUNDS:**

\_\_\_\_\_  
*Jensen Reed/mjw*  
Director of Finance

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
*Macy Amos*  
Metropolitan Attorney

**ATTEST:**

\_\_\_\_\_  
Metropolitan Clerk Date

**LESSOR:**

**SQUARE INVESTMENT HOLDINGS, LLC**

By: KWP Real Estate

Title: Agent for Lessor

By: Joseph Winkler  
Joseph Winkler

Title: Executive Vice President

Date: 11.13. 2025

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Notary: \_\_\_\_\_

My commission expires: \_\_\_\_\_

Notary Seal:

## CALIFORNIA NOTARIAL CERTIFICATE (JURAT)

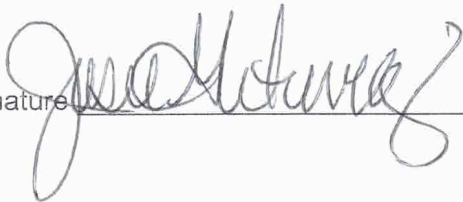
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Diego

Subscribed and sworn to (or affirmed) before me on this 13 day of November,  
2025, by Joseph Winkler, proved to me on the basis of satisfactory  
evidence to be the person(s) who appeared before me.

Signature



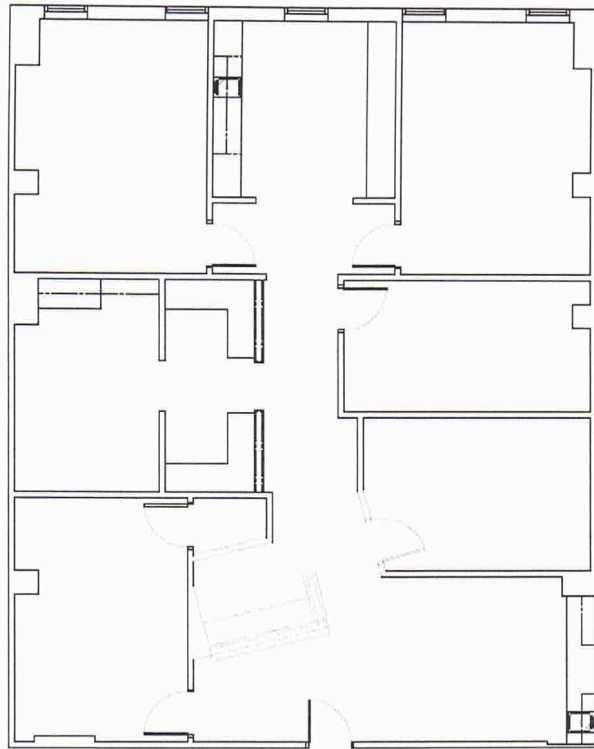
(Seal)





Exhibit A

The MNN Space (Suite 230) - Floor Plan



2,487 RSF

