



June 11, 2025

To: Ron Colter Metro General Services

Re: **Metro Law Department Lease – Washington Square
Planning Commission Mandatory Referral 2025M-020AG-001
Council District # 19 Jacob Kupin, Council Member**

On behalf of the Metropolitan Planning Commission, the following item, referred to the Commission as required by the Metro Charter, has been recommended for *approval* to the Metropolitan Council:

A resolution to approve the Eleventh Amendment to the Lease Agreement between The Metropolitan Government of Nashville and Davidson County and Square Investment Holdings, LLC for office space in the Washington Square Building located at 222 Second Avenue North (Proposal No. 2025M-020AG-001).

The relevant Metro agencies (Metro Parks, Nashville Department of Transportation, Metro Water Services, Metro Emergency Communications, the Nashville Electric Service, General Services-Public Property and the Metro Historical Commission) have reviewed the proposal and concur in the recommendation for approval. This request must be approved by the Metro Council to become effective. A sketch showing the location of the request is attached to this letter.

Conditions that apply to this approval: none

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Delilah Rhodes at Delilah.Rhodes@nashville.gov or 615-862-7208

Sincerely,

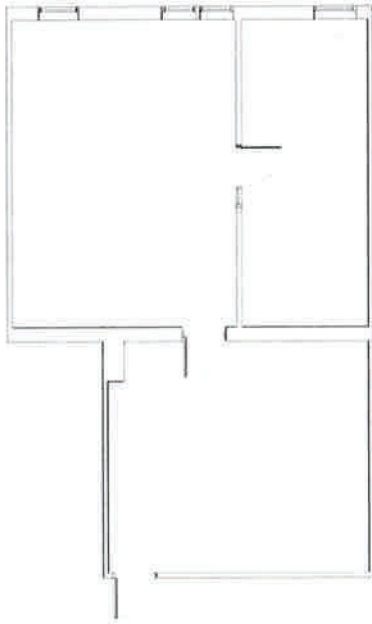
A handwritten signature in blue ink that reads "Lisa Milligan".

Lisa Milligan
Deputy Director
Metro Planning Department
cc: *Metro Clerk*

**Re: Metro Law Department Lease – Washington Square
Planning Commission Mandatory Referral 2025M-020AG-001
Council District # 19 Jacob Kupin, Council Member**

A resolution to approve the Eleventh Amendment to the Lease Agreement between The Metropolitan Government of Nashville and Davidson County and Square Investment Holdings, LLC for office space in the Washington Square Building located at 222 Second Avenue North (Proposal No. 2025M-020AG-001).

Suite 311A – Floor Plan



Suite 312 – Floor Plan



ELEVENTH AMENDMENT TO LEASE AGREEMENT

This Eleventh Amendment to Lease Agreement (this “Eleventh 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”; 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 the Tenth Amendment being collectively referred to as the “Lease”), pursuant to which Metro leases 69,633 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 Eleventh Amendment Effective Date (as defined in Section 6 of this Eleventh Amendment)*, the Leased Premises consists of 69,633 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”),
- (b) 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
- (c) Suite 380M consisting of 1,491 rentable square feet occupied by the Criminal Justice office (the “Criminal Justice Space”), and
- (d) Suite 416 consisting of 1,300 rentable square feet (the “Suite 416 Space”).

WHEREAS, the current Term of the Lease with respect to the entire Leased Premises is scheduled to expire on November 30, 2028.

WHEREAS, Lessor and Metro now desire to amend the Lease to provide for (a) an extension of the Term of the Lease as to the Metro Legal Space only through and including November 30, 2038, and (b) the addition of Suite 311A (containing 1,377 rentable square feet) and Suite 312 (containing 2,701 rentable square feet) to the Metro Legal 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 Eleventh Amendment as if set forth herein in full. All capitalized terms not defined in this Eleventh Amendment shall be deemed to have the meanings given such terms in the Lease.
2. **Section 1. LEASED PREMISES.** Effective as of the Eleventh Amendment Effective Date, Section 1 of the Lease is generally amended to provide that the original Metro Legal Space (18,800 rentable square feet) is expanded to include Suite 311A (containing 1,377 rentable square feet) and Suite 312 (containing 2,701 rentable square feet) (such expansion space is collectively referred to herein as the "Metro Legal Expansion Space"). The floor plan of Suite 311A is more particularly described in Exhibit A attached hereto, and the floor plan of Suite 312 is more particularly described in Exhibit B attached hereto. Effective as of the Eleventh Amendment Effective Date, the Metro Legal Space will consist of 22,878 rentable square feet and be made up of the following subparts: (i) the original Metro Legal Space (18,800 rentable square feet) and (ii) the Metro Legal Expansion Space (4,078 rentable square feet).
3. **Section 2. TERM OF LEASE.** Effective as of the Eleventh 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 Metro Legal Space only is extended through and including November 30, 2038 (such extension term is referred to hereinafter referred to as the "2038 Metro Legal Space Extension Term"). 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 Eleventh 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>
Eleventh Amend. Effective 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

(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>
Eleventh Amend. Effective Date – 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>
Eleventh Amend. Effective Date - 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>
Eleventh Amend. Effective 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, 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) Commencing on the Metro Legal Expansion Space Rent Commencement Date (as defined in Section 5(c) of this Eleventh Amendment), and throughout the remainder of the 2038 Metro Legal Space Extension Term, 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 (the "Metro Legal Expansion Space Rent"; together with 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>
Metro Legal Expansion Space Rent Commencement Date ¹ - 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.

5. **ACCEPTANCE OF LEASED PREMISES, LESSOR'S WORK AND METRO LEGAL EXPANSION SPACE RENT COMMENCEMENT DATE.** As of the Eleventh Amendment Effective Date, Metro is in possession of the Leased Premises and, subject to Landlord completing the Original Metro Legal Space Work (as defined in this Section 5) and the Metro Legal Expansion 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 Eleventh Amendment, Lessor, at its sole cost, will make the following improvements or alterations to the original Metro Legal Space (18,800 rentable square feet) (the "Original Metro Legal Space Work"):

- ☐ Install new carpet (of the same or equal quality to the carpet that has been selected by Metro Legal);
- ☐ Paint interior of original Metro Legal Space; and
- ☐ Make those renovations to the existing library in the original Metro Legal Space including removal of existing shelving, new carpet, new paint and new ceiling tiles.

Metro acknowledges and agrees the Original Metro Legal Space Work shall be commenced and completed after the Eleventh Amendment Effective Date and due to the time needed for completing such work the Original Metro Legal Space Work is estimated to be completed in the fourth quarter of 2025.

¹ This assumes the Rent Commencement Date will occur in the fourth quarter of 2025. Lessor shall commence the preparation of the construction drawings required for the Original Metro Legal Space Work and the Metro Legal Expansion Space Work as soon as the Metro Legal budget is approved by the Nashville Budget and Finance Committee. Metro shall provide written notice to Lessor when and if such approval is granted.

(b) In consideration for Metro entering into this Eleventh Amendment, Lessor, at its sole cost, will make the following improvements or alterations to the Metro Legal Expansion Space (the "Metro Legal Expansion Space Work"):

- ☐ Install new carpet (of the same or equal quality to the carpet that has been selected by Metro Legal);
- ☐ Paint interior of Metro Legal Expansion Space;
- ☐ Replace ceiling tiles;
- ☐ Subdivision of offices pursuant to plans mutually acceptable to Metro and Lessor;
- ☐ Make alterations to create an opening allowing foot traffic between Suites 311A and 312.

Metro acknowledges and agrees the Metro Legal Expansion Space Work shall be commenced and completed after the Eleventh Amendment Effective Date and that due to the time needed for obtaining construction permits and completing such work the Metro Legal Expansion Space Work is estimated to occur in the fourth quarter of 2025.

(c) The term "Metro Legal Expansion Space Rent Commencement Date" shall mean the earlier of (i) the date Metro takes occupancy of the Metro Legal Expansion Space, or (ii) the date on which Lessor gives Metro written notice that it has completed the Metro Legal Expansion Space Work.

6. **ELEVENTH AMENDMENT EFFECTIVE DATE.** This Eleventh 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 "Eleventh Amendment Effective Date").

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

METRO:

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

RECOMMENDED BY:

Abraham Descott
Director of Public Property Administration

APPROVED AS TO AVAILABILITY OF FUNDS:

Jennifer Redinger
Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Macy Amos
Metropolitan Attorney

Metropolitan Mayor

ATTEST:

Metropolitan Clerk

Date

LESSOR:

SQUARE INVESTMENT HOLDINGS, LLC

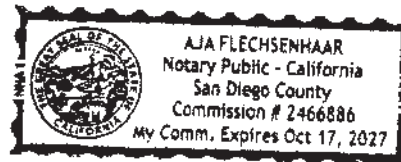
By: Kennedy-Wilson Properties, Ltd.
Title: Agent for Lessor

By: Joseph Winkler
Joseph Winkler
Title: Senior Managing Director

Date: June 4, 2025

Sworn to and subscribed before me this 6TH day of JUNE, 2025.

Notary: AJA FLECHSENHAAR *af*
My commission expires: 10/17/2027
Notary Seal:



CALIFORNIA JURAT

GOVERNMENT CODE § 8202

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

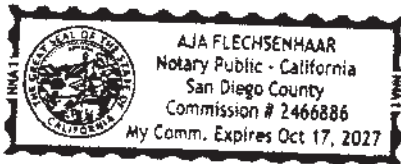
Subscribed and sworn to (or affirmed) before me on
this 6TH day of JUNE, 2025, by
Date Month Year

(1) JOSEPH WINKLER

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to
be the person(s) who appeared before me.

Signature _____
Signature of Notary Public



Place Notary Seal and/or Stamp Above

OPTIONAL

*Completing this information can deter alteration of the document or
fraudulent reattachment of this form to an unintended document.*

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Exhibit A

Suite 311A – Floor Plan

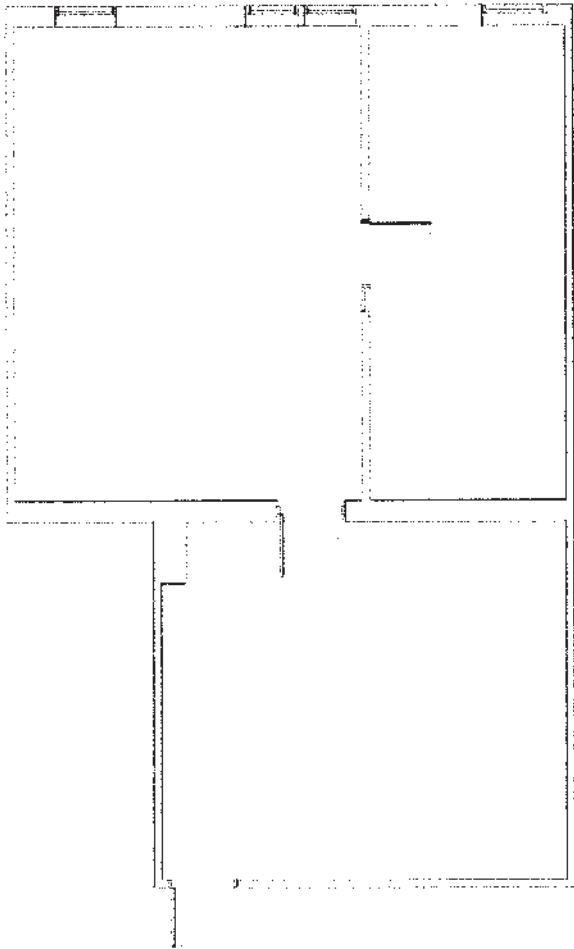
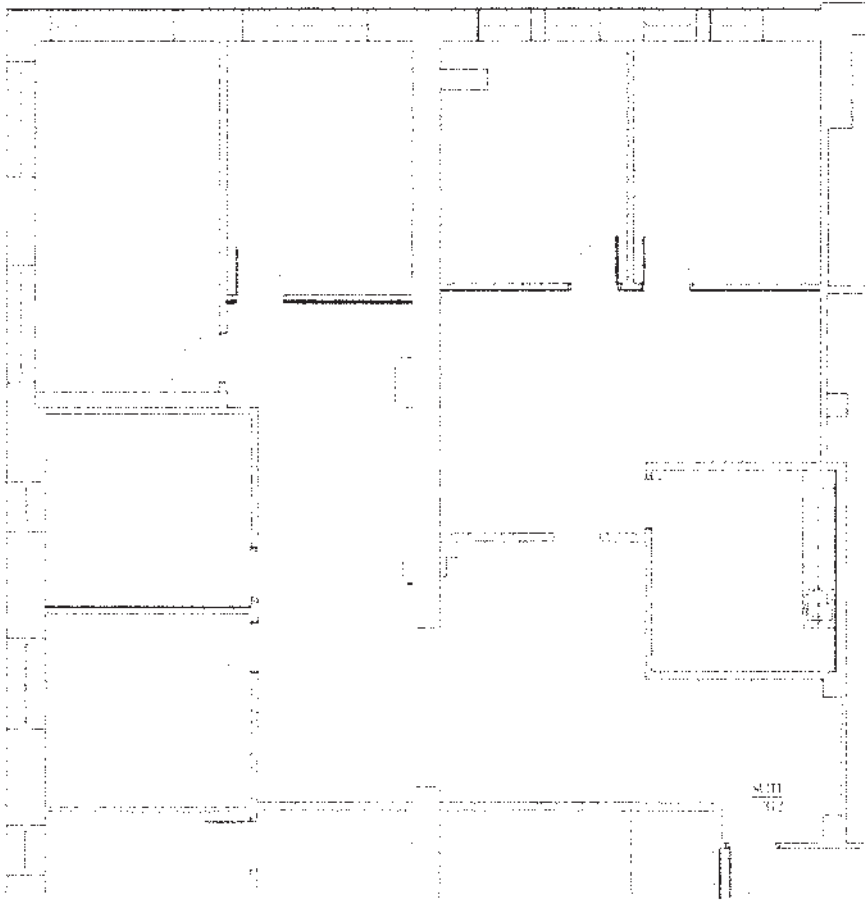


Exhibit B

Suite 312 – Floor Plan



Certificate Of Completion

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Status: Completed

Subject: Complete with Docusign: WSB 11th (N0689832xD719A) (N0690082xD719A).docx, LTF_Washington Square ...

Source Envelope:

Document Pages: 15

Signatures: 6

Envelope Originator:

Certificate Pages: 15

Initials: 2

Ronald Colter

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Envelopeld Stamping: Enabled

Nashville, TN 37219

Time Zone: (UTC-06:00) Central Time (US & Canada)

Ronald.colter@nashville.gov

IP Address: 170.190.198.185

Record Tracking

Status: Original

Holder: Ronald Colter

Location: DocuSign

6/25/2025 8:30:25 AM

Ronald.colter@nashville.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Metropolitan Government of Nashville and
Davidson County

Location: Docusign

Signer Events

Signature

Timestamp

Abraham Wescott

abraham.wescott@nashville.gov

Public Property Director

Security Level: Email, Account Authentication
(None)

Abraham Wescott

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.185

Sent: 6/25/2025 8:44:41 AM

Viewed: 6/25/2025 8:48:25 AM

Signed: 6/25/2025 8:49:13 AM

Electronic Record and Signature Disclosure:

Accepted: 6/25/2025 8:48:25 AM

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Aaron Pratt

aaron.pratt@nashville.gov

Security Level: Email, Account Authentication
(None)

AP

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.190

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Signed: 6/26/2025 8:38:23 AM

Electronic Record and Signature Disclosure:

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ID: 58f9a6a5-01ba-4bdb-b844-4f06d2b1dd11

Elizabeth Jefferson

elizabeth.jefferson@nashville.gov

Security Level: Email, Account Authentication
(None)

EJ

Signature Adoption: Pre-selected Style
Using IP Address: 170.190.198.190

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Electronic Record and Signature Disclosure:

Not Offered via Docusign

Jenneen Reed/mjw

maryjo.wiggins@nashville.gov

Security Level: Email, Account Authentication
(None)

Jenneen Reed/mjw

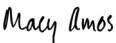
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Signed: 6/27/2025 11:51:34 AM

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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Macy Amos macy.amos@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 2605:a601:a307:3500:4d64:933d:a150:39ac Signed using mobile	Sent: 6/27/2025 11:51:39 AM Viewed: 6/27/2025 11:52:12 AM Signed: 6/27/2025 11:53:12 AM
Electronic Record and Signature Disclosure: Accepted: 6/27/2025 11:52:12 AM ID: ca9bf620-a86d-48bc-bf4d-76904d1cc89e		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
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Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		