



April 29, 2024

To: Ronald Colter Metro Department of Finance

Re: **COB Lease Amendment Washington Square
Planning Commission Mandatory Referral 2024M-023AG-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 Tenth 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. 2024M-023AG-001).

The relevant Metro agencies (Metro Parks, Nashville Department of Transportation, Metro Water Services, Metro Emergency Communications, the Nashville Electric Service, Metro Finance – 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". The signature is written in a cursive, flowing style.

Lisa Milligan
Assistant Director Land Development
Metro Planning Department
cc: *Metro Clerk*

**Re: COB Lease Amendment Washington Square
Planning Commission Mandatory Referral 2024M-023AG-001
Council District #19 Jacob Kupin, Council Member**

A resolution to approve the Tenth 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. 2024M-023AG-001).



TENTH AMENDMENT TO LEASE AGREEMENT

This Tenth Amendment to Lease Agreement (this “Tenth Amendment”) is entered into on this ____ day of _____, 2024 (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”), and 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”) and that certain Ninth Amendment to Lease Agreement, effective as of November 22, 2023 (the “Ninth 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 and the Ninth Amendment being collectively referred to as the “Lease”), pursuant to which Metro currently leases 73,487 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, the Leased Premises 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”), (c) Suite 370M consisting of 3,854 rentable square feet and occupied by the Community Oversight Board (the “COB Space”), (d) Suite 380M consisting of 1,491 rentable square feet and 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

WHEREAS, the current Term of the Lease with respect to the COB Space only will expire on May 31, 2024.

WHEREAS, Lessor and Metro now desire to amend the Lease to extend the Term of the Lease, as to the COB Space only through and including August 31, 2024.

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 Tenth Amendment as if set forth herein in full. All capitalized terms not defined in this Tenth Amendment shall be deemed to have the meanings given such terms in the Lease.
2. **Section 2. TERM OF LEASE.** Effective as of the Tenth Amendment Effective Date (as defined in Section 5 of this Tenth Amendment), Section 2 of the Lease is generally amended to provide that the term of the Lease (the “Term”) with respect to the COB Space only is extended through and including August 31, 2024 (such extension term is referred to hereinafter as the “Second COB Extension Term”). For the avoidance of doubt, the Term of the Lease with respect to the Metro Legal Space, 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. Notwithstanding anything to the contrary herein, during the Second COB Extension Term, Lessor and Metro each shall have the right to partially terminate the Lease as to the COB Space only by giving the other party written notice of its election to terminate the Lease as to the COB Space only which termination shall be effective sixty (60) days after such written notice is received by the non-terminating party.
3. **Section 3. RENTAL FEE.** Effective as of the Tenth Amendment Effective Date, Section 3 of the Lease is generally amended to provide as follows: During the Second COB Extension Term, Metro shall pay to Lessor on or before the first day of each month during the Second COB Extension Term, without demand, monthly base rental in the amount of \$8,681.14 with respect to the COB Space only (the “Rent”).
4. **ACCEPTANCE OF LEASED PREMISES.** As of the Tenth Amendment Effective Date, Metro is in possession of the Leased Premises and has accepted it in its AS-IS, WHERE-IS CONDITION. Metro acknowledges and agrees that Lessor has completed any tenant improvements work and funded any tenant improvements allowance which Lessor was obligated to perform or provide under the Lease.
5. **TENTH AMENDMENT EFFECTIVE DATE.** This Tenth 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 “Tenth Amendment Effective Date”).
6. **RATIFICATION OF THE LEASE.** Except as specifically set forth in this Tenth Amendment, the parties hereto agree that the Lease (as amended by this Tenth Amendment) is unmodified and in full force and effect, and further hereby ratify, affirm and confirm the Lease as amended by this Tenth Amendment. From and after the Tenth Amendment Effective Date, the term “Lease” shall be deemed to mean and include the Lease as amended by this Tenth 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 Tenth Amendment effective as of the Tenth Amendment Effective Date.

METRO:

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

RECOMMENDED BY:

Abraham Wescott

Director of Public Property Administration

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumby

Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Macy Amos

Metropolitan Attorney

Metropolitan Mayor

ATTEST:

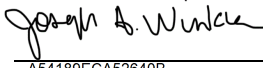
Metropolitan Clerk Date

LESSOR:

SQUARE INVESTMENT HOLDINGS, LLC

By: Kennedy-Wilson Properties, Ltd.

Title: Agent for Lessor

By:  _____

A54189ECA52640B
Joseph Winkler

Title: Senior Managing Director

Date: May 3, 2024 _____

Sworn to and subscribed before me this ____ day of _____, 2024.

Notary: _____

My commission expires: _____

Notary Seal: _____


Certificate Of Completion

Envelope Id: DD17F186E26747D3A13154963C121DDE	Status: Completed
Subject: Complete with DocuSign: Legislative Tracking Form - 10th Amendment to Washington Square Buildin...	
Source Envelope:	
Document Pages: 9	Signatures: 6
Certificate Pages: 15	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Ronald Colter
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	Ronald.colter@nashville.gov
	IP Address: 170.190.198.185

Record Tracking


Status: Original	Holder: Ronald Colter	Location: DocuSign
5/4/2024 1:05:16 PM	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

Signer Events	Signature	Timestamp
Abraham Wescott abraham.wescott@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 5/4/2024 1:17:56 PM Viewed: 5/6/2024 7:14:12 AM Signed: 5/6/2024 7:14:54 AM
	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	


Electronic Record and Signature Disclosure:

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ernest franklin ernest.franklin@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 5/6/2024 7:14:55 AM Viewed: 5/6/2024 7:16:38 AM Signed: 5/6/2024 7:18:05 AM
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Electronic Record and Signature Disclosure:

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Aaron Pratt aaron.pratt@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 5/6/2024 7:18:06 AM Viewed: 5/6/2024 7:43:49 AM Signed: 5/6/2024 7:44:16 AM
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Electronic Record and Signature Disclosure:

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kevin crumbo/mjw MaryJo.Wiggins@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 5/6/2024 7:44:18 AM Viewed: 5/6/2024 11:23:05 AM Signed: 5/6/2024 11:23:40 AM
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Macy Amos
macy.amos@nashville.gov
Security Level: Email, Account Authentication
(None)



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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	5/6/2024 11:38:16 AM
Completed	Security Checked	5/6/2024 11:38:16 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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