

## NINTH AMENDMENT TO LEASE AGREEMENT

This Ninth Amendment to Lease Agreement (this "Ninth Amendment") is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2023 (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") and that certain Eighth Amendment to Lease Agreement, effective as of August 28, 2023 (the "Eighth 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 and the Eighth Amendment being collectively referred to as the "Lease"), pursuant to which Metro currently leases 72,187 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") and (d) Suite 380M consisting of 1,491 rentable square feet and occupied by the Criminal Justice office (the "Criminal Justice Space").

WHEREAS, the current Term of the Lease with respect to the COB Space will expire on May 31, 2024 and the current Term of the Lease with respect to the Metro Legal Space, the DA Space and the Criminal Justice Space will expire on November 30, 2028.

WHEREAS, Lessor and Metro desire to amend this Lease to add Suite 416, consisting of 1,300 rentable square feet (the "Suite 416 Space") to the Leased Premises.

**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 Ninth Amendment as if set forth herein in full. All capitalized terms not defined in this Ninth Amendment shall be deemed to have the meanings given such terms in the Lease.
  
2. **Section 1. EXPANSION OF THE LEASED PREMISES.** Effective as of the later of (a) October 1, 2023 or (b) the Ninth Amendment Effective Date (as defined in Section 5 of this Ninth Amendment) (such later date being the "Suite 416 Commencement Date"), Section 1 of the Lease is generally amended to add the Suite 416 Space to the Leased Premises. The current Term of the Lease with respect to the Suite 416 Space will expire on November 30, 2028. Upon the Suite 416 Commencement Date, the Lease Premises shall consist of 73,487 rentable square feet cumulatively and is made up of the following subparts:

Metro Legal Space (18,800 rentable square feet – Suite 600)  
DA Space (48,042 rentable square feet – Suites 400, 417, 419, 420, 430 and 500)  
COB Space (3,854 rentable square feet – Suite 370M)  
Criminal Justice Space (1,491 rentable square feet – Suite 380M)  
Suite 416 Space (1,300 rentable square feet – Suite 416)

3. **Section 3. RENTAL FEE.** Effective as of the Ninth Amendment Effective Date, Section 3 of the Lease is generally amended to provide as follows:
  - (a) Commencing on the Suite 416 Commencement Date and continuing throughout the current Term of the Lease, 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 only (the "Rent"):

<u>Period</u>	<u>Annual Rental Per Rentable Square Foot</u>
Suite 416 Commencement Date through December 31, 2023	\$18.94
January 1, 2024 through December 31, 2024	\$22.50
January 1, 2025 through December 31, 2025	\$23.18
January 1, 2026 through December 31, 2026	\$23.87
January 1, 2027 through December 31, 2027	\$24.59
January 1, 2028 through November 30, 2028 <sup>1</sup>	\$25.32

<sup>1</sup> Note: The current Term for the Suite 416 Space will expire on November 30, 2028, unless extended by written agreement of Metro and Lessor.

(b) Throughout the current Term of the Lease, Metro shall continue to pay the Annual Rental Rates for each sub-part of the Leased Premises as specified in Section 3 of the Eighth Amendment.

4. **ACCEPTANCE OF LEASED PREMISES.** As of the Suite 416 Commencement Date, Metro shall be deemed in possession of the Leased Premises and has accepted it in its AS-IS, WHERE-IS CONDITION. Metro acknowledges and agrees that Lessor shall have no obligation to complete any tenant improvements work or to fund any tenant improvements allowance with respect to the Suite 416 Space.
5. **NINTH AMENDMENT EFFECTIVE DATE.** This Ninth 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 “Ninth Amendment Effective Date”).
6. **RATIFICATION OF THE LEASE.** Except as specifically set forth in this Ninth Amendment, the parties hereto agree that the Lease (as amended by this Ninth Amendment) is unmodified and in full force and effect, and further hereby ratify, affirm and confirm the Lease as amended by this Ninth Amendment. From and after the Ninth Amendment Effective Date, the term “Lease” shall be deemed to mean and include the Lease as amended by this Ninth 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 Ninth Amendment effective as of the Ninth 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 Crumbo/mjw*

\_\_\_\_\_  
Director of Finance

**APPROVED AS TO FORM AND LEGALITY:**

*Nicki Eke*

\_\_\_\_\_  
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: 9/26/23

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

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

Notary Seal:

*see attached Jurat CB*

**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 26 day of September, 2023, 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.*

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Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_



*cb*