

FOURTH AMENDMENT TO LEASE AGREEMENT

This Fourth Amendment to Lease Agreement (this "Fourth Amendment") is entered into on this _____ day of _____, 2019 (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"), and that certain notice to exercise option letter dated December 4, 2018 (the "Fourth Letter Agreement"; 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 and the Fourth Letter Agreement being collectively referred to as the "Lease"), pursuant to which Metro currently leases 66,842 rentable square feet on the fourth, fifth and sixth floors (the "Leased Premises") of the Washington Square Building located at 222 Second Avenue North, Nashville, Tennessee (the "Building").

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 Fourth Amendment as if set forth herein in full. All capitalized terms not defined in this Fourth Amendment shall be deemed to have the meanings given such terms in the Lease.

2. **Section 1. PURPOSE.** Section 1 of the Lease is generally amended to provide that Metro desires to expand their Leased Premises to include 1,491 rentable square feet located on floor 3M, further identified as Suite 380M Expansion Space which is more particularly shown on the floor plan attached hereto as Amendment Exhibit 1 ("Suite 380M Expansion Space").
 - (a) Effective as of the Suite 380M Expansion Space Commencement Date (as defined herein), Lessor agrees to lease to Metro and Metro agrees to lease from Lessor the Suite 380M Expansion Space and the Suite 380M Expansion Space shall be included as a part of the Leased Premises. The Suite 380M Expansion Space contains 1,491 rentable square feet. The "Suite 380M Expansion Space Commencement Date" shall mean the date of the issuance of a Use and Occupancy Permit by Metro Codes Department with respect to Lessor's Suite 380M Expansion Space. Once the Suite 380M Expansion Space Commencement Date has occurred, Metro and Lessor shall memorialize such date in writing and such writing shall be filed with the Metro Clerk's Office.

(b) Prior to the Suite 380M Expansion Space Commencement Date, the Leased Premises shall consist of 66,842 rentable square feet.

(c) After the Suite 380M Expansion Space Commencement Date, the Leased Premises shall consist of 68,333 rentable square feet in the Building consisting of the following:

- 11,099 rentable square feet - 4th Floor Space (as defined in the Third Amendment)
- 27,419 rentable square feet - 5th Floor Space (as defined in the Third Amendment)
- 18,800 rentable square feet - 6th Floor Space (as defined in the Third Amendment)
- 4,508 rentable square feet - Additional 4th Floor Space (as defined in the Third Amendment)
- 2,051 rentable square feet - Suite 420 Expansion Space (as defined in the Third Amendment)
- 1,812 rentable square feet - Suite 430 (added by Third Letter Agreement)
- 1,153 rentable square feet - Suite 419 (added by Fourth Letter Agreement)
- 1,491 rentable square feet - Suite 380M Expansion Space

3. **Section 3. SUITE 380M EXPANSION SPACE RENTAL FEE.** Effective as of the Fourth Amendment Effective Date (as defined herein), Section 3 of the Lease is amended to include the following:

“For the Suite 380M Expansion Space, Metro shall pay to Lessor on or before the first day of each month during the Term in twelve (12) equal monthly installments, without demand, a rental equal to the following sums per rentable square feet per year (the “Rent”):

<u>Period</u>	<u>Annual Rental Per Rentable Square Foot</u>
Suite 380M Expansion Space Commencement Date – November 30, 2019	\$22.00
December 1, 2019 – November 30, 2020	\$22.66
December 1, 2020 – November 30, 2021	\$23.34
December 1, 2021 – November 30, 2022	\$24.04
December 1, 2022 – November 30, 2023	\$24.77

This rental rate is only applicable to the Suite 380M Expansion Space. The rates in the Third Amendment to this Lease are still in effect. The rental rates for the Suite 380M Expansion Space are based on the rental rates in the Third Amendment, plus the amount necessary to cover the costs of the agreed upon improvements Lessor is making to the Suite 380M Expansion Space. Notwithstanding anything contained herein to the contrary, the Rent for the Suite 380M Expansion Space shall not begin until the Suite 380M Expansion Space Commencement Date.

4. **LESSOR’S WORK.** Lessor shall provide an improvement allowance of \$25.00 per rentable square foot of space in the Suite 380M Expansion Space (or, cumulatively, \$37,275) to be used for space planning, construction drawings and improvements to the Suite 380M Expansion Space pursuant to plans acceptable to Lessor and Lessee (the “Planned Improvements”). Subject to Lessor funding the improvement allowance, Lessor shall complete the Planned Improvements at Lessee’s expense. If the cost of designing and installing the Planned Improvements exceeds the improvement allowance, Metro shall be responsible to reimburse to Lessor the amount of such excess within 45-days of receipt of invoice from Lessor.

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

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

METRO:

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO AVAILABILITY OF FUNDS:

Thomas Malone
Director of Finance K

APPROVED AS TO FORM AND LEGALITY:

Cynthia E. Cross
Metropolitan Attorney

LESSOR:

SQUARE INVESTMENT HOLDINGS, LLC

By: Kennedy-Wilson Properties, Ltd.

Title: Agent for Lessor

By: Joseph Winkler

Joseph Winkler

Title: Senior Managing Director

Date: 2/29/19

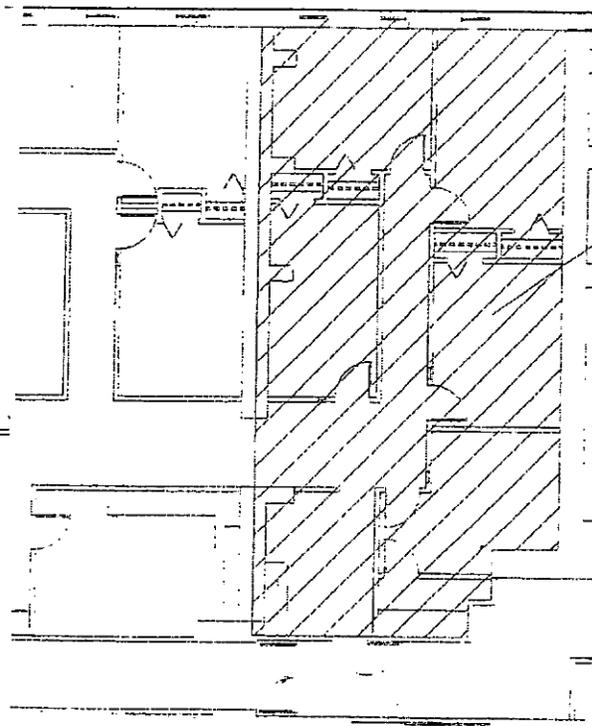
Sworn to and subscribed before me this _____ day of _____, 2019.

Notary: _____

My commission expires: _____

Notary Seal:

AMENDMENT EXHIBIT 1
FLOOR PLAN SHOWING SUITE 380M EXPANSION SPACE



FLOOR 3M

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