



**Department of
Administrative
Services**

DAS.Ohio.gov

Mike DeWine, Governor Jim Tressel, Lt. Governor Kathleen C. Madden, Director

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED.

April 1, 2025

Wright State University
3640 Colonel Glenn Hwy
Dayton, Ohio 45435

Attention: Facilities Director

Re: Renewal of Lease
Ohio Auditor of State
3640 Colonel Glenn Highway
Dayton, Ohio 45435
File No. 8703

8307

Dear Sir or Madam:

The current term of this lease expires June 30, 2025. As provided in Article IV of the Lease, I, on behalf of the State of Ohio, Department of Administrative Services, hereby exercise the option to renew for an additional term beginning July 1, 2025 and ending June 30, 2027, at an annual rental rate of \$44,311.86, contingent upon the conditions stated in Article VII of the Lease.

All terms and conditions expressed in the original Lease, and any amendments thereto, will remain in effect during this renewal term, and no intent beyond those expressed is implied by the exercise of this option.

Thank you for your continued relationship with the State of Ohio. If you have any questions, do not hesitate to contact Deb Kuehn, Real Estate Specialist Supervisor, at (614) 466-9361.

Sincerely,

Kathleen C. Madden
Director of Administrative Services

cc: Patrick Kelly
Master File
WSU General Counsel

STATE OF OHIO LEASE

This Lease (the "Lease") is made effective January 6, 2023, by and between Wright State University ("Lessor"), having its principal place of business located at 3640 Colonel Glenn Highway, Dayton, Ohio 45435 and the State of Ohio, acting by and through the Department of Administrative Services ("Lessee"), General Services Division, Office of Real Estate and Planning, having an office located at 4200 Surface Road, Columbus, Ohio 43228-1395 for and on behalf of the Ohio Auditor of State.

WITNESSETH:

The parties hereby agree as follows:

I. DEMISE AND USE OF THE LEASED PREMISES

- A. In consideration of the rents, covenants and stipulations to be paid, performed and observed by Lessee and upon the terms and conditions herein specified, Lessor hereby leases, lets and demises unto Lessee, and Lessee hereby leases from Lessor, those premises known as Office Room 111 and 113 of the Medical Sciences Building (the "Building"), containing 3,218 square feet of office space, as shown in the floor plan on Exhibit "A" which is attached hereto and hereby made a part hereof (the "Leased Premises"). The Building is located on the Lessor's Dayton Campus at 3640 Colonel Glenn Highway, Dayton, Ohio 45435, which is more particularly described in the legal description attached as Exhibit "B".
- B. The Leased Premises shall be used by the Ohio Auditor of State (the "Occupying State Agency") for general offices and/or storage and such other lawful uses as may, from time-to-time, be deemed desirable by Lessee or Occupying State Agency.

II. INITIAL TERM.

To have and to hold the same, with any appurtenances thereunto belonging, for and during the full term commencing February 1, 2023 (the "Commencement Date") and ending on June 30, 2023, (said period is hereinafter referred to as the "Initial Term"). Notwithstanding said Commencement Date, Lessee shall have no obligations hereunder until such time as the Leased Premises is completed and ready for occupancy as described in Article VI below.

III. BASE RENT.

During the Initial Term of this Lease, Lessee shall pay an annual base rental (the "Base Rent") of Forty-Three Thousand Four Hundred Forty-Three and 00/100 Dollars (\$43,443.00 or \$13.50 per square foot) for the use of the Leased Premises which sum shall be payable in equal quarterly installments of Ten Thousand Eight Hundred Sixty and 75/100 Dollars (\$10,860.75) on or before the 15th day of the second month of each calendar quarter, at Lessor's office located at 3640 Colonel Glenn Highway, Dayton, Ohio 45435 or such other place as may, from time-to-time, be designated by Lessor.



Department of
Administrative Services

M. **JeWine**, Governor
Jon **Husted**, Lt. Governor

Kathleen C. Madden, Director

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

April 3, 2023

Wright State University
3640 Colonel Glenn Hwy.
Dayton, Ohio 45435

Attention: Greg Sample

Re: Renewal of Lease
Ohio Auditor of State
111 and 113 Medical Science Building
Dayton, Ohio 45435
File No. AUD 8703

Dear Mr. Sample:

The current term of this lease expires June 30, 2023. As provided in Article IV of the Lease, I, on behalf of the State of Ohio, Department of Administrative Services, hereby exercise the option to renew for an additional term beginning July 1, 2023 and ending June 30, 2025, at an annual rental rate of \$43,443.00, contingent upon the conditions stated in Article VII of the Lease.

All terms and conditions expressed in the original Lease, and any amendments thereto, will remain in effect during this renewal term, and no intent beyond those expressed is implied by the exercise of this option.

Thank you for your continued relationship with the State of Ohio. If you have any questions, do not hesitate to contact J.W. Kline, Commercial Real Estate Specialist, at (614) 373-8119.

Sincerely,

Kathleen C. Madden
Director of Administrative Services

cc: Patrick Kelly
Master File

IV. RENEWAL TERMS.

Provided that Lessee is not then in default of its obligations to pay the rents reserved hereunder and the performance of and its covenants set forth herein, Lessee shall have the option to renew this Lease for up to four (4) successive and continuous terms of two (2) years each (the "Renewal Terms") upon the same terms and conditions as are set forth herein except that the Base Rent during said Renewal Terms shall be as follows:

<u>Renewal Term</u>	<u>Annual Rent</u>	<u>Quarterly Rent</u>	<u>Monthly Rent</u>	<u>Square Foot Rate</u>
7/1/23 to 6/30/25	\$43,443.00	\$10,860.75	\$3,620.25	\$13.50
7/1/25 to 6/30/27	\$44,311.86	\$11,077.97	\$3,692.66	\$13.77
7/1/27 to 6/30/29	\$45,631.24	\$11,407.81	\$3,802.60	\$14.18
7/1/29 to 6/30/31	\$46,854.08	\$11,713.52	\$3,904.51	\$14.56

Lessee may exercise each of Lessee's Renewal Terms by giving written notice to Lessor not less than sixty (60) days prior to the expiration of the applicable term of this Lease. Any reference in this Lease to the "term of this Lease" shall include the Renewal Terms.

V. WASTE/RETURN OF LEASED PREMISES.

Lessee shall not commit or suffer any waste on the Leased Premises. Upon the expiration of any term of this Lease or upon an earlier termination hereof, Lessee shall surrender possession of the Leased Premises in substantially as good a condition as the same existed at the Commencement Date, except for (a) damage from fire or natural elements, (b) circumstances beyond the control of Lessee, (c) reasonable use and normal wear and tear, depreciation and decay, and any alterations, fixtures, additions, structures, or signs placed or erected upon the Leased Premises by Lessor or lessee after the Commencement Date.

VI. PLANS AND SPECIFICATIONS/CONSTRUCTION OF IMPROVEMENTS

- A. Lessor shall complete or substantially complete the construction of the Improvements described in Exhibit "C" on or before February 1, 2023 (the "Completion Date"). The Improvements shall be constructed in accordance with the plans and specifications set forth in Exhibit "D", all applicable building codes, and with good construction industry standards and practices. Notwithstanding Lessee's occupancy of the Leased Premises, Lessor shall still be obligated to complete all "punch list" or other uncompleted items of construction in a timely and proper fashion.
- B. During the course of construction of the Improvements, Lessor shall permit Lessee, through its duly authorized agent, to observe the progress and quality of the construction. In conjunction herewith, Lessor and Lessor's contractors shall meet with Lessee's agent as often as reasonably necessary to discuss the status of said work. Any such observations or participation in such discussion by Lessee or its agent shall not be deemed to be a certification by Lessee as to the fitness of the construction of the Improvements, nor shall the same give rise to any cause of action in favor of any third parties. The parties hereby

agree to the proposed construction schedule set forth in Exhibit "E" attached hereto and hereby made a part hereof. Said schedule shall serve as a general guideline and may be amended by the parties as necessary. Lessor shall also cooperate with Lessee during the course of the construction by utilizing the construction requirements and guidelines required by the Ohio Department of Administrative Services, if applicable.

VII. CONDITION PRECEDENT

This Lease, and the exercise by Lessee of any option to renew the term of this Lease, is subject to appropriation by the Ohio General Assembly and certification by the Director of Budget and Management of available funds as required by Chapter 126 of the Ohio Revised Code and approval by the State Controlling Board, if required, pursuant to Chapter 127 of the Ohio Revised Code

VIII. QUIET ENJOYMENT.

Lessor represents and warrants that it is the lawful owner of and has good right and full power to lease the Leased Premises to Lessee. Upon Lessee's payment of the rentals herein reserved, Lessor will warrant and defend the title of Lessee against any and all claims whatsoever, and further warrants that Lessee shall, at all times during the term of this Lease, peaceably and quietly have, hold and enjoy the Leased Premises.

IX. LESSOR'S COMPLIANCE WITH LAWS.

- A. The Leased Premises will, at the time the same is ready for occupancy by Lessee, comply with all laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, departments, commissions, boards and officers, including Title III of the Americans With Disabilities Act of 1990, as amended, 42 U.S.C. §12181, *et seq.* which may be applicable to the Leased Premises and the Building, and to the sidewalks, alleyways, passageways, curbs adjoining the same. The obligations of Lessor under this Article IX shall survive Lessee's acceptance and/or occupancy of the Leased Premises.
- B. In addition to the obligations set forth in Paragraph A of this Article IX, during the term of this Lease, Lessor shall bring and/or keep the Leased Premises in compliance with any and all applicable standards which have been or are hereafter promulgated by the Federal Occupational Safety and Health Administration pursuant to the Federal Occupational Safety and Health Act of 1970, 29 U.S.C. §§651 to 678 as amended, and the National Institute of Safety and Health.

X. LESSOR'S DUTIES/SERVICES.

Lessor shall, at its expense perform/provide the following duties/services in regard to the entire Leased Premises:

- A. Pay before any fine, penalty, interest or costs may be added thereto, all taxes, excises, levies, license and permit fees and other assessments, and water and sewer rents, rates

and charges which may be assessed, levied confirmed, imposed upon or become due and payable out of or in respect of the Leased Premises or the Building.

- B. Maintain in a good state of repair or working order the Leased Premises, including, but not limited to, exterior walls, roof, structural portions of the Building, windows and sashes, entrance doors, fire escapes, sprinkler systems and controls, heating, venting and air conditioning systems, inside stairways and elevators, and electrical and plumbing facilities so that Lessee may conduct its business therein at all times. In addition, Lessor shall provide, at Lessor's expense, the janitorial services described in Exhibit "F".
- C. Assume liability for plate glass breakage and replace same.
- D. Provide all equipment and materials necessary for installation and usage of telephone service in the Leased Premises, where such equipment and materials are not provided by the telephone company.
- E. Pay all utility costs, except telephone services, provided to the Leased Premises.
- F. Prior to the Lessee assuming possession of the Leased Premises, if said premises contain a walled office(s), change all door locks and provide two (2) keys for each lock.
- G. Provide uniform diffused fluorescent lighting of 70 foot candles at desk top height at all work stations. This service shall include replacing light bulbs or fluorescent tubes and starters as needed.
- H. Provide complete preventive maintenance for the Building's mechanical systems.
- I. Provide for the extermination of, and keep the Leased Premises free from, infestation of rodents, pests, and other vermin.
- J. Provide the following signage, in consultation with and with the consent of the Occupying State Agency:
 - (1) A sign reading "State of Ohio, Auditor of State" which shall be mounted in a conspicuous location on the exterior of the Building or the land upon which the same is located.
 - (2) A sign listing the name of the Occupying State Agency and the location of the Leased Premises on a directory, located in the lobby of the Building used by the general public for access to and from the Building.
 - (3) Signage, located in a conspicuous location on each floor of the Building containing space leased by Lessee and as needed on the Lessor's Dayton Campus, which identifies the Occupying State Agency to the general public and aids in directing them to such agency's office(s).

At the expiration or termination of this Lease, Lessor shall promptly remove all such signage.

- K. Provide heating and air conditioning at 68°F - 74°F uniformly throughout the Leased Premises regardless of outside temperatures, subject only to governmental energy conservation controls.
- L. Provide hot and cold running water and chilled drinking water.
- M. Provide and maintain landscaping and landscape services for all unpaved areas of the Leased Premises and the Building.
- N. Provide timely removal of snow and ice from sidewalks and parking areas on or adjacent to the Leased Premises, and also provide adequate trash removal on a weekly basis.
- O. Provide adequate exterior lighting for the Leased Premises and such other security for the Leased Premises as the Lessee shall reasonably determine to be necessary.
- P. Provide access to and assessment of the Building for the purpose of determining cost effective methods of increasing energy efficiency.
- Q. Cooperate with Lessee to implement cost effective methods of increasing energy efficiency.
- R. Provide parking permits to Auditor staff for all parking lots at the Lessor's Dayton Campus.
- S. Lessor to allow lessee to use furniture currently in the space and provide additional office furniture if available during the term of the lease.

In the event Lessor fails to perform the duties or provide the services required of Lessor under this Lease, Lessee shall promptly notify Lessor of the duties/services which are not being provided. If Lessor does not provide same within ten (10) days of the date of such notice, Lessee may perform or provide the same (or have others do so) and may deduct the cost of performing such duties and providing such services from the rents reserved herein or, at Lessee's option, Lessee may terminate this Lease by giving not less than thirty (30) days' written notice to Lessor.

Lessee acknowledges that the Building is generally left open to the public most of the year. Lessee may request that access to the Leased Premises be restricted to Auditor staff in writing, and Lessor shall make all reasonable accommodations to ensure the Leased Premises is secured from public access.

Lessee also acknowledges that parking at the Lessor's Dayton Campus is open to all, including students, regardless of location, except where specifically designated (e.g., for handicapped drivers).

XI. LESSEE'S DUTIES.

Lessee shall perform/provide the following:

- A. Abide by such reasonable rules and regulations promulgated in writing by Lessor (including campus policies) to assure the proper operation of the Leased Premises, provided such rules and regulations are not inconsistent with the terms of this Lease.
- B. Comply with any applicable laws, ordinances, orders, rules, regulations and requirements of all federal, state or municipal governments relating to Lessee's use and occupancy of the Leased Premises.
- C. Pay for all telephone services furnished to the Leased Premises.
- D. Take reasonable steps to prevent Lessee and Lessee's licensees and invitees from generating or emitting unreasonable or offensive noise or odors within the Leased Premises, and from engaging in conduct that unreasonably disrupts Lessor's operations and activities on and around the Leased Premises and Building E. Abide by all Lessor's policies, rules, and regulations related to the use of all campus facilities, including, but not limited to, parking lots.
- F. Ensure that its agents, contractors, employees, or staff working at the Leased Premises do not hold themselves out as agents, contractors, employees, or staff of Lessor.

XII. INSPECTION.

Lessee shall permit Lessor or its agent(s), upon twenty-four (24) hours advance notice, to enter upon the Leased Premises to examine same or to make such repairs or improvements as may be necessary to eliminate hazards to the health and safety of the occupants and the general public or to make any other repair or maintenance required hereunder. Provided, however, that Lessor may immediately enter upon the Leased Premises (a.) in response to Lessee's request for service, or (b.) for the purpose of making emergency repairs (but only after giving prompt notice to Lessee of any such emergency entry).

XIII. LESSEE'S ALTERATIONS/REPLACEMENT.

Lessee shall have the right, but not the obligation, from time-to-time, to make such other and further additions or alterations to the Leased Premises or to replace the Improvements or any part thereof with such other structure(s) or equipment as Lessee may deem desirable; provided, however, that no permanent or structural addition, alteration or replacement shall be made to the Leased Premises without Lessor's prior written approval, which approval shall not be unreasonably withheld or delayed.

XIV. INSURANCE/DESTRUCTION OF THE LEASED PREMISES.

At all times during the term of this Lease, Lessor shall insure the Leased Premises against loss or damage by fire or other casualties normally covered by standard fire and extended coverage policies for not less than eighty percent (80%) of its actual replacement value through responsible insurance carriers licensed to do business in Ohio, having a Best Insurance Reports policy holders rating of "A" or better and a financial size category of Class VII or better. In the event that the Leased Premises is totally destroyed by fire or other casualty, the term of this Lease shall immediately terminate. In case of partial damage or destruction so as to render, in Lessee's sole opinion, the Leased Premises unfit for its occupancy, Lessee may terminate this Lease upon ten (10) days' notice given to Lessor within sixty (60) days after the occurrence of such damage or destruction effective as of the date set forth in Lessee's termination notice. If Lessee elects to not terminate this Lease, then Lessor shall immediately rebuild the Leased Premises to its prior condition. During the period repairs are being made, any rent due hereunder shall abate on a pro rata basis.

Lessee acknowledges that the above provision only requires Lessor to carry coverage for physical losses or damage to the Leased Premises, and not its contents. Lessor is not responsible for losses or damage to Lessee's or Auditor's fixtures, furniture, and equipment in the Leased Premises, or any inventory, stock or other personal property.

XV. HOLDOVER.

Lessee may, at its option, holdover and remain in possession of the Leased Premises or any part thereof after the expiration or termination of the term of this Lease (without there being a new lease or agreement in writing between the parties hereto) on the same terms, provisions and conditions, including Base Rent, as are contained in this Lease excepting as to term. Notice of Lessee's intention to holdover shall be given to Lessor not less than thirty (30) days before the expiration of the applicable term of this Lease. Lessee may not holdover for more than a total of six (6) months and said tenancy shall terminate at the end of the month in which Lessee actually vacates the Leased Premises.

XVI. CANCELLATION BY LESSEE.

During the term of this Lease, either Party may cancel this Lease for any reason whatsoever upon not less than ninety (90) days' written notice given to the other Party.

XVII. NOTICES.

All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this Lease shall be in writing and shall be deemed to have been properly given when: 1) hand-delivered, 2) sent by U.S. registered or certified mail, return receipt requested, postage prepaid, 3) if certified or registered mail is either refused or unclaimed, then by regular U.S. Mail, 4) by overnight delivery service with receipt (Airborne, Fed Ex, UPS, etc.), or 5) by fax, followed by one of the other methods of delivery described herein; fax delivery shall be deemed to be on the date of receipt of the fax and the parties hereto agree that a fax with confirmation shall be adequate proof of receipt of the fax,

- (a) with respect to Lessor, addressed to:

Wright State University
3640 Colonel Glenn Hwy.
Dayton, Ohio 45435
Attention: Facilities Director

- with copy to-
Wright State University
Attn: General Counsel
3640 Colonel Glenn Highway
Dayton, Ohio 45435

- (b) with respect to Lessee, addressed to:

Department of Administrative Services
General Services Administration
Office of Real Estate and Planning
4200 Surface Road
Columbus, Ohio 43228-1395
Attention: Administrator
Fax #: (614) 728-2400

- (c) with an additional copy sent to Occupying State Agency:

Ohio Auditor of State
88 East Broad Street
Columbus, Ohio 43215
Attention: Facilities Manager

Lessor and Lessee each shall have the right from time-to-time to specify as its address and fax number for purposes of this Lease any other address or number in the United States of America upon giving written notice thereof, to the other parties hereto as provided herein.

XVIII. SEPARABILITY OF LEASE PROVISIONS.

If any provision of this Lease, or the application thereof to any situation or circumstance, shall be invalid or unenforceable, the remainder of this Lease or the application of such provision to situations or circumstances other than those as to which it is invalid or unenforceable, shall not be affected; and each remaining provision of this Lease shall be valid and enforceable to the fullest extent permitted by applicable law.

XIX. USE OF COMMON AREAS.

- A. Lessor hereby grants to Lessee and Lessee's agents, servants, employees and business invitees during the term of this Lease, a non-exclusive right to use all parking, driveway, walking areas, lobbies, hallways and stairways (the "Common Areas") which may, from time-to-time, be part of or appurtenant to the Leased Premises, together with rights of ingress and egress to and from the Leased Premises at such places as are now or may hereafter be designated by Lessor, together with, and subject to, similar rights granted from time-to-time by Lessor to Lessor and/or other tenants in any buildings (including the Building) of which the Leased Premises is a part. Lessor acknowledges that Lessee's cost of the use of the Common Areas is included in the Base Rent payable hereunder.
- B. The use of the Common Areas by the aforementioned persons shall be subject to such reasonable rules and regulations as Lessor may, from time-to-time, adopt in writing.
- C. Lessor reserves the right to make changes, additions, alterations, or improvements in and to the Common Areas and in the access drives from public thoroughfares or from adjoining land as may be required by public authorities or as deemed desirable by Lessor, provided said improvements do not in any way adversely affect Lessee's or Occupying State Agency's right or occupancy hereunder.

XX. LESSEE'S PROPERTY.

Lessor shall not be liable for any injury or damage to the person(s) or property resulting from fire, explosion, any falling plaster, steam, gas, electricity, water, rain, snow, or leaks from any part of the Leased Premises including pipes, appliances, plumbing, roof, or by dampness, or by any other cause whatsoever unless the same results from Lessor's negligence or Lessor's failure to make repairs required hereunder.

XXI. FORUM DESIGNATION.

Any action or proceeding against any of the parties hereto relating in any way to this Lease or the subject matter hereof shall be brought and enforced exclusively in the competent courts of Ohio, and the parties hereto consent to the exclusive jurisdiction of such courts in respect of any such action or proceeding.

XXII. SUCCESSORS AND ASSIGNS.

The words "Lessor" and "Lessee", wherever used in this Lease, shall include the successors and assigns of the Lessor and Lessee, respectively.

XXIII. HAZARDOUS MATERIALS.

Lessee and Lessor shall not place, hold or dispose of any hazardous materials (as defined below) on, under or at the Leased Premises, and Lessee and Lessor shall not use the Leased Premises as a treatment, storage or disposal site (whether permanent or temporary) for any hazardous materials. Lessee and Lessor shall not cause or allow any asbestos to be incorporated into any improvements or alterations which either of them makes or causes to be made to the Leased

Premises. For purposes of this lease "hazardous materials" means and includes any hazardous substance or any pollutant or contaminant defined or referenced in the Comprehensive Environmental Response, Compensation and Liability Act, The Toxic Substances Control Act, or any other federal, state or local statute, law, act, ordinance, code, rule, regulation, order or decree relating to any hazardous, toxic or dangerous waste, substance or material. Lessor hereby agrees to indemnify and hold Lessee harmless from liability with respect to the presence of hazardous materials or other pre-existing hazardous conditions at the Leased Premises. Lessee may terminate this Lease immediately if a pre-existing hazardous condition is found to exist within the Leased Premises which Lessee considers to be dangerous to its employees, agents or invitees.

XXIV. GOVERNING LAW.

This Lease, and any addendum hereto, shall be governed by, construed, enforced and interpreted in accordance with the laws of the State of Ohio, without giving the effect to any conflicts or choice of laws principles which otherwise might be applicable.

XXV. HEADINGS.

The headings to the various Articles and Exhibits to this Lease have been inserted for reference only and shall not to any extent have the effect of modifying, amending or changing the express terms, provisions and conditions of this Lease.

XXVI. MULTIPLE COUNTERPARTS.

This Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

XXVII. ENTIRE AGREEMENT.

This Lease and attached exhibits constitute the entire agreement between the parties and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to the subject matter hereof. Any amendment or change in this Lease shall not be valid unless made in writing and signed by both parties.

XXVIII. SUSPENSION AND DEBARMENT.

Lessor represents and warrants that it is not suspended or debarred from consideration for contract awards by any governmental agency or otherwise excluded by the federal government from participating in this transaction.

XXIX. INDEPENDENT CONTRACTOR STATUS.

It is fully understood and agreed that neither Lessor nor its personnel shall at any time, or for any purpose, be considered agents, servants, or employees of the State, or public employees, for the purpose of Ohio Public Employees Retirement Systems benefits based upon the execution of this Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their duly authorized representatives effective the date first written above.

LESSOR
Wright State University

By: *Greg Sample* ^{*J.D.C.*}
Gregory Sample

Title: _____
Executive Vice President

ACKNOWLEDGMENT

State of Ohio, Greene County, ss:

On this 3 day of January, 202³, before me personally appeared Gregory Sample, known to me to be the Executive Vice President, Chief Operating Officer who acknowledged that he executed the foregoing Lease that the same is his free and voluntary act and deed, and that he is duly authorized to enter into this Lease for and on behalf of Wright State University.

Debra Radford
Notary Public, State of Ohio
My Commission Expires:
August 31, 2026

Debra Radford
Notary Public, State of Ohio
My Commission Expires Aug 31, 2026

LESSEE
The State of Ohio, acting by and
through the Ohio Department of
Administrative Services

By: Kathleen C. Madda

Director of Administrative Services
or Signatory Designee
Statutory Agent, O.R.C. 123.01 (A)(4) and
(A)(6)

ACKNOWLEDGMENT

State of Ohio, Franklin County, ss:

On this 6th day of January, 2023, before me personally appeared Kathleen C. Madda of the Department of Administrative Services, who acknowledged that the forgoing document is being executed for and on behalf of the Department of Administrative Services, acting on behalf of the State of Ohio, that the same is his/her own and the Department of Administrative Services' free and voluntary act and deed, and that he/she is duly authorized to enter into said document for and on behalf of the Department of Administrative Services.



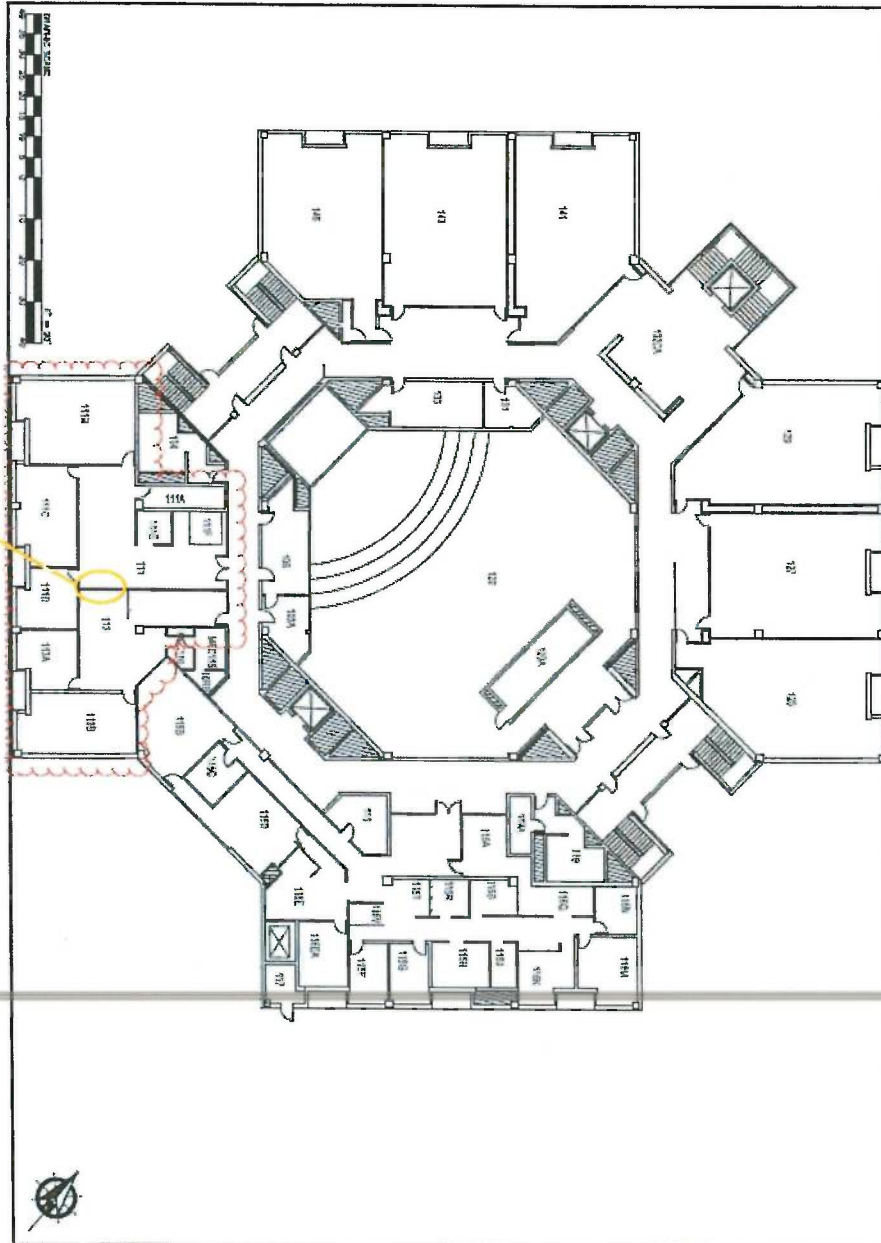
Molly Elkins
Notary Public, State of Ohio
My Commission Expires 10-04-27

Molly Elkins
Notary Public, State of Ohio
My Commission Expires 10/4/27

EXHIBIT "A"

FLOOR PLAN OF LEASED PREMISES

Area to Install Electrical
Outlets and Cabling



MS-1 2/4	DATE: 1/16/2020 4:30:35 PM	DRAWN BY: [REDACTED]	PROJECT: MEDICAL SCIENCES	MEDICAL SCIENCES FIRST FLOOR MS-0010	Facilities Management and Campus Operations 937-775-4444 construction@wright.edu	 WRIGHT STATE UNIVERSITY

EXHIBIT "B"

LEGAL DESCRIPTION OF THE LAND
UNDERLYING THE LEASED PREMISES

Greene County APN: A02000200200002100
Room 111 and 113, containing 3,218 square feet
Medical Sciences Building
Greene County OR 2467 pg 86 (parcel 1, exhibit 1)

EXHIBIT "C"

LESSEE IMPROVEMENTS

1. Create a 6 foot opening with double doors between the office spaces 111 and 113.
2. Install electrical outlets and cabling in the wall next to the new door opening and as shown on the floor plan.

EXHIBIT "D"

PLANS AND SPECIFICATIONS

Lessor shall complete the following work at no additional cost to Lessee. All such work shall be performed and completed by Lessor and ready for occupancy by February 1, 2023, to allow Lessee sufficient time for inspection, contract for physical move and insure the installation of required telephone equipment.

1. All remodeling and new construction shall meet current ADAAG guidelines and the American National Standards Institute (ANSI).
2. Lessor shall provide all materials and labor unless otherwise specified.
3. All conduit and wiring shall be concealed within the walls, floors or above the ceilings.
4. All existing carpet surfaces must be shampooed, repaired and re-stretched to like-new condition or replaced.
5. Existing ceiling areas to be uniform in appearance. All defective ceiling tiles shall be replaced.
6. All window spaces require one or more of the following energy conservation treatments:
 - a. Insulated draperies on traverse rod
 - b. Venetian blinds
 - c. Additional HVAC delivery.
7. Provide and maintain required number of illuminated exit fixtures and A-B-C multi-purpose type fire extinguishers within the Demised Premises as required by applicable fire codes.
8. All finish surface materials to be selected by Lessee from Lessor's samples as specified in this Lease.
9. Walls to be patched and painted with a color chosen by lessee from the lessors approved color palette.

EXHIBIT "E"

CONSTRUCTION SCHEDULE

To Be Provided by Landlord

EXHIBIT "F"

JANITORIAL SERVICES

***FLOORS**

1. Nightly - sweep, dust mop or vacuum
2. Weekly - wet mop
3. Monthly - wet mop and wash
4. Yearly - strip all finish and wax
5. Spot clean carpet as needed
6. Yearly - shampoo carpet

***FURNITURE, CABINETS,
TABLES AND COUNTER TOPS**

1. Nightly - dust all horizontal surfaces
2. Weekly - dust all vertical surfaces
3. Monthly - damp clean desks and tables

***LEDGES, BOOKS IN OPEN SHELVES,
WINDOW SILLS**

1. Weekly - dust

***ENTRANCE**

1. Nightly - spot clean entrance door and glass

ELEVATORS

***Floors:**

- a. Nightly - sweep, dust mop or vacuum
- b. Weekly - wet mop and wax
- c. Monthly - strip all finish and wax

Weekly - wash walls and doors

DRINKING FOUNTAINS

1. Nightly - scour pans
2. Weekly - wash sides

****TRASH**

1. Nightly - All trash is to be removed from the Demised Premises and placed in containers at rear of building to be hauled away by Lessor

WASHROOMS

1. Nightly - clean and disinfect toilets and urinals
2. Nightly - clean washbowls
3. Nightly - polish mirrors
4. Nightly - mop floors with disinfectant
5. Nightly - fill dispensers
6. Weekly - clean partitions
7. Provide all necessary supplies including soap, towels and toilet tissue

****WASTEBASKETS**

1. Nightly - empty

***STAIRWAYS**

1. Nightly - sweep
2. Weekly - if surface is same as floors, same treatment
3. Weekly - if hard surface, wet mop

VENETIAN BLINDS & DRAPES

1. Monthly - dust
2. Yearly - remove, launder and rehang

WALLS & WOODWORK

1. Nightly - remove handprints from doors, door frames and light switches
2. Yearly - wash all walls and ceilings

WINDOWS

1. Quarterly - clean all windows inside and outside

CLEANING MATERIAL:

This service shall include furnishing all cleaning supplies to properly perform the above services

OTHER OPERATIONS:

This service shall include replacing light bulbs or fluorescent tubes and starters as needed

*In compliance with University cleaning standards, these services will be provided on demand by submitting a request to facilities@wright.edu

**The University utilizes centralized trash to save on resources and eliminate entry into personal office space. The centralized trash location is in room 105A directly across from the suite. We will remove the trash from the break room 111B