



VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

April 1, 2025

Toledo-Lucas County Port Authority
One Maritime Plaza, Suite 701
Toledo, Ohio 43604

Attention: Thomas Winston

Re: Renewal of Lease
Ohio Auditor of State
Ohio Government Center
Toledo, Ohio 43604
File No. 7912

Dear Mr. Winston:

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 \$52,658.50 for the period beginning July 1, 2025 and ending June 30, 2026, and at an annual rental rate of \$53,711.67 for the period beginning July 1, 2026 and ending June 30, 2027, 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

STATE OF OHIO LEASE

This lease (the "Lease") is made effective January 1, 2019, by and between Toledo-Lucas County Port Authority ("Lessor"), a political subdivision of the State of Ohio, having its principal place of business located at One Maritime Plaza, Suite 701, Toledo, Ohio 43604-1866 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.

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 within a building known as the Michael V. DiSalle Government Center, and containing 5,543 square feet of office space, as shown in the floor plan on Exhibit "A" which is attached hereto and hereby made a part hereof, located at One Government Center, Toledo, Ohio 43604 (the "Building"), together with the non-exclusive right to use 210 parking spaces of which 27 shall be designated as disabled parking in the parking lot located at One Government Center, Toledo, Ohio 43604 together with the land on which the Building is situated, which land is described on Exhibit "B" attached hereto and hereby made a part hereof, subject to all legal highways, easements and restrictions of record, and zoning ordinances. Said office/storage space, parking spaces and land are referred to hereinafter, collectively, as the "Leased Premises".
- B. The Leased Premises shall be used by the Ohio Auditor of State (the "Occupying State Agency") for general office and/or storage and such other lawful uses as may, from time-to-time, be deemed desirable by Lessee or the Occupying State Agency.
- C. During the first year of the Initial Term of this Lease as set forth below in Article II, Lessee shall have the right to reduce the amount of square footage of space leased down to 2,772 square feet. Such reduction of the Leased Premises shall also reduce the Base Rent, as set forth below in Article III, accordingly and shall be effective at a mutually agreed date. Such space and rent changes shall be documented by an Amendment to this Lease. Lessee shall be responsible for paying the cost(s) associated with reducing the amount of square footage of the Leased Premises, subject first to the funds being appropriated by the Legislature, as set forth in Article VII herein.

II. INITIAL TERM

To have and to hold the same, with any appurtenances thereunto belonging, for and during the full term commencing January 1, 2019 (the "Commencement Date") and ending on June 30, 2029, (said time period is hereinafter referred to as the "Initial Term").

III. BASE RENT

For the period January 1, 2019 through June 30, 2023, Lessee shall pay an annual base rental (the "Base Rent") of Forty-Nine Thousand Six Hundred Nine and 85/100 Dollars (\$49,609.85 or \$8.95 per square foot) for the use of the Leased Premises. For the period July 1, 2023 through June 30, 2029, Base Rent shall increase by no more than two (2%) percent each year as set forth below:

<u>Period</u>	<u>Annual Base Rent</u>	<u>Quarterly Base Rent</u>	<u>Monthly Base Rent</u>	<u>Square Foot Base Rent</u>
1/1/19 to 6/30/19	\$49,609.85	\$12,402.46	\$4,134.15	\$8.95
7/1/19 to 6/30/20	\$49,609.85	\$12,402.46	\$4,134.15	\$8.95
7/1/20 to 6/30/21	\$49,609.85	\$12,402.46	\$4,134.15	\$8.95
7/1/21 to 6/30/22	\$49,609.85	\$12,402.46	\$4,134.15	\$8.95
7/1/22 to 6/30/23	\$49,609.85	\$12,402.46	\$4,134.15	\$8.95
7/1/23 to 6/30/24	\$50,607.59	\$12,651.90	\$4,217.30	\$9.13
7/1/24 to 6/30/25	\$51,605.33	\$12,901.33	\$4,300.44	\$9.31
7/1/25 to 6/30/26	\$52,658.50	\$13,164.63	\$4,388.21	\$9.50
7/1/26 to 6/30/27	\$53,711.67	\$13,427.92	\$4,475.97	\$9.69
7/1/27 to 6/30/28	\$54,764.84	\$13,691.21	\$4,563.74	\$9.88
7/1/28 to 6/30/29	\$55,873.44	\$13,968.36	\$4,656.12	\$10.08

Total annual Base Rent shall be paid in equal quarterly installments in the applicable amount above on or before the 15th day of the second month of each calendar quarter, at Lessor's office located at One Maritime Plaza, Suite 700, Toledo, Ohio 43604-1866, or such other place as may, from time to time, be designated by Lessor. Payment shall be made payable to "Toledo-Lucas County Port Authority". Lessee may pro-rate on a daily basis any rent accruing hereunder for a period less than a full year.

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 five (5) 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>
7/1/29 to 6/30/31	To be negotiated
7/1/31 to 6/30/33	To be negotiated
7/1/33 to 6/30/35	To be negotiated
7/1/35 to 6/30/37	To be negotiated
7/1/37 to 6/30/39	To be negotiated

Lessee may exercise each of Lessee's Renewal Terms by giving written notice to Lessor not less than one hundred eighty (180) days prior to the expiration of the applicable term of this Lease. Any reference in this Lease to the "term of the Lease" shall include the Renewal Terms.

V. ADDITIONAL RENT

Intentionally deleted.

VI. PLANS AND SPECIFICATIONS/CONSTRUCTION OF IMPROVEMENTS

Intentionally deleted.

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. 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 (d) Lessee Improvements and any alterations, fixtures, additions, structures, or signs placed or erected upon the Leased Premises by either Lessor or Lessee after the Commencement Date. Provided, however, if Lessee desires to remove Lessee Improvements and/or any of the items set forth in (d) above, then Lessee shall repair all damage caused in the course of any such removal.

IX. 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.

X. SUBSTITUTE OCCUPYING STATE AGENCIES

In the event the Occupying State Agency herein named gives up the use and occupancy of the Leased Premises, in whole or in part, during the term of this Lease, Lessee shall have the right at its sole option to place another state agency or agencies in the space given up under the same terms, provisions and conditions as herein specified.

XI. LESSOR'S COMPLIANCE WITH LAWS

- A. At the time the same is ready for occupancy, Lessor agrees that the Leased Premises will comply with all laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, departments, commissions, boards and officers, including the current Americans With Disabilities Act Accessibility Guidelines (ADAAG) for Buildings and Facilities, as applicable to the Leased Premises and the Building, and to the sidewalks, alleyways, passageways, and curbs adjoining the same. The obligations of Lessor under this Article XI 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 XI, 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 and the National Institute of Safety and Health.
- C. Lessor agrees that the Improvements listed in Exhibit "C" will be treated as public improvements under Chapter 4115 of the Ohio Revised Code, and that prevailing wages will be paid if the cost of those Improvements exceeds \$75,000.00 or the current amount set by the Ohio Department of Commerce in accordance with Section 4115.034 of the Ohio Revised Code.

Lessor and its contractor or subcontractors must pay all employees working on the Improvements the prevailing wage rate, as determined by the Ohio Department of Commerce, for the particular category of work performed. To assist in assuring compliance, Lessee shall appoint one of its employees as a prevailing wage coordinator to monitor the payment of prevailing wage on the improvement project. Lessor shall appoint a representative to serve as a central contact for Lessee who shall do the following:

- Meet with Lessee upon request
- Provide Lessee with any records requested and maintain all records relating to prevailing wage for 1 year after termination of the Lease
- Provide Lessee with access to Leased Premises, when requested
- Determine prevailing wage rates set by the Ohio Department of Commerce for the Improvements before any construction takes place
- Continually monitor prevailing wage rates, as set by the Ohio Department of Commerce, to determine wage rate changes. Provide all contractors and subcontractors with any rate changes
- Set up and maintain payroll reports and affidavits submitted by contractors and subcontractors
- Ascertain from each contractor or subcontractor, prior to contract work performance, the dates for which payments of wages to employees will be made
- Receive from each contractor or subcontractor, within two weeks of each payment of wages, a copy of the complete payroll for each of those payroll dates. The payrolls shall include the name, address, and telephone number of each contractor or subcontractor and the following employee information:

- Name
- Current address
- Social Security Number
- Total number of hours worked in the pay period (daily, and total week)
- Hourly rate
- Job classification
- Fringe payments
- Gross wages, all deductions, net pay
- Establish and follow contractor reporting compliance procedures
- Provide Lessee with prompt written reports of those contractors and subcontractors failing to comply with any prevailing wage schedule or other requirements outlined above
- Receive from each contractor and subcontractor, upon completion of the improvements and prior to final payment to such parties, a signed and notarized Affidavit of Compliance (available at www.com.ohio.gov/laws) that the contractor or subcontractor complied with the prevailing wage requirements set forth in this section, and submit affidavits to Lessee
- Provide to Lessee, upon completion of the improvements, a completed Prevailing Wage Certification that is attached as Exhibit "G"
- Perform any other duties relating to the paying of prevailing wage, as determined by State

XII. LIABILITY

Lessor acknowledges that Lessee is a governmental agency and is not legally permitted under state law to contractually agree to indemnify Lessor for actions arising under this Lease. However, Lessee agrees to be responsible for, and shall at all times during the term of this Lease maintain adequate insurance, reserves, and/or other funding to compensate for, any claims, demands, causes, action, and damages for bodily injury, personal injury, wrongful death, property damage or other claims, including defense costs, arising out of any act, omission or neglect by Lessee or any of its successors, assigns, agents, servants, employees, contractors, subcontractors or invitees ensuing from or in connection with Lessee's occupation and use of the Leased Premises as determined by a court of competent jurisdiction or as the parties may otherwise mutually agree. Lessor shall be included as an additional insured of such insurance, reserves and/or funding. Lessee shall investigate, handle and respond to any and all third-party claims pertaining to Lessee's use, operation, maintenance and repair of the Leased Premises. Lessee shall not hold Lessor responsible for any damage to or loss or theft to the Leased Premises or other property of Lessee that may from time to time be located in the Leased Premises, unless caused by Lessor's negligence. Lessee waives all rights against Lessor for damages to the extent there is coverage afforded by Lessee's insurance.

The provisions of this Section shall survive the expiration or termination of this Lease.

XIII. LESSOR'S DUTIES/SERVICES

Lessor shall, at its sole cost and expense, perform/provide the following services in regard to the entire Leased Premises ("Lessor's Duties and Services"):

- 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 not caused by Lessee and replace same.
 - D. Once during the initial term, paint the walls and woodwork, and every four (4) years thereafter, calculated from the last time the same were painted. The color used in repainting the Leased Premises shall be approved in advance by Lessee.
 - E. Once during the initial term, replace the carpet, and every six (6) years thereafter, calculated from the last time the carpet was replaced. The color, style and quality of the replacement carpet shall be approved in advance by Lessee, said approval not to be unreasonably withheld.
 - F. Provide and maintain all equipment and materials necessary for installation and usage of telephone service in the Leased Premises.
 - G. Provide and maintain the following signage:
 - (1) Intentionally deleted.
 - (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) Directional signage, located in a conspicuous location on each floor of the Building containing space leased by Lessee, which identifies the Occupying State Agency to the general public.
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At the expiration or termination of this Lease, Lessor shall promptly remove all such signage.

- H. Pay all utility costs, except telephone, data, and internet services provided to the Leased Premises.
- I. Intentionally deleted.

- J. Provide and maintain 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.
- K. Provide and maintain hot and cold running water and chilled drinking water.
- L. Provide uniform diffused fluorescent or LED lighting of 70 foot candles at desktop height at all workstations. This service shall include replacing light bulbs or fluorescent tubes and starters as needed.
- M. Provide complete preventive maintenance for the Building's mechanical systems.
- N. Provide and maintain landscaping and landscape services for all unpaved areas of the Leased Premises and the Building.
- O. 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.
- P. Provide and maintain adequate exterior lighting for the Leased Premises and such other security for the Leased Premises as Lessor shall reasonably determine to be necessary.
- Q. Provide for the extermination of, and keep the Leased Premises free from, infestation of rodents, pests, and other vermin.
- R. Intentionally deleted.
- S. Intentionally deleted.
- T. Intentionally deleted.

Lessor shall at all times perform Lessor's Duties and Services in good faith, promptly, and to a standard that is consistent with or which exceeds reasonable industry standards. In the event that performance of Lessor's Duties and Services is delayed for reasons outside of Lessor's reasonable control, Lessor shall communicate to Lessee the delay, the reason for the delay, and the expected date by which such performance shall be completed.

XIV. INSPECTION

Lessee shall permit Lessor or its agent, upon twenty-four (24) hours advance notice, to enter upon the Leased Premises to examine same or to make such repairs or construct such 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 for the purpose of making emergency repairs but shall give as much notice as is reasonably possible to Lessee of any such entry.

XV. LESSEE'S DUTIES

Lessee shall perform/provide the following:

- A. Payment of all rentals as they become due.
- B. Abide by such reasonable rules and regulations promulgated in writing by Lessor to assure the proper operation of the Leased Premises, provided such rules and regulations are not inconsistent with the terms of this Lease.
- C. 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.
- D. Pay for all telephone, data, and internet services furnished to the Leased Premises.
- E. Lessee shall report all needed repairs to Lessor as soon as said needed repair comes to the attention of Lessee.
- F. Lessee shall be responsible for the cost of all repairs for damage to the Leased Premises caused by the intentional misuse or willful neglect by Lessee.
- G. Lessee shall be responsible for the removal and disposal of all personal property and furniture from the Leased Premises upon the expiration or termination of the Lease.

XVI. LESSEE'S ALTERATIONS/REPLACEMENT

Lessee shall have the right, but not the obligation, from time-to-time, to make such additions or alterations to the Leased Premises or to replace the improvements or any part thereof with such other structure or equipment (any such activity referred to as an "Improvement") as Lessee may deem desirable; provided, however, that no Improvement shall be made to the Leased Premises without Lessor's prior written approval, which approval shall not be unreasonably withheld or delayed.

Lessee shall cause any approved Improvements to be completed free and clear of any liens, claims or mechanic's liens against the Leased Premises or the Improvements. Lessee shall be responsible for the defense of any such claims or mechanic's liens and/or responsible for any expenses incurred in connection with the construction of any approved Improvements, including but not limited to, damages, interest, court costs and attorney fees.

Any approved Improvements shall be constructed in accordance with plans and specifications approved in advance by Lessor and shall be constructed in accordance with all applicable building codes and in accordance with State and construction industry standards and practices. During the course of construction of any approved Improvements, Lessee shall permit Lessor the right, but not the obligation, to observe the progress and quality of the construction. In conjunction herewith, Lessee and Lessee's contractors shall meet with Lessor and its agents as often as Lessor deems necessary to discuss the status of said work. Any such observations or participation in such discussions by Lessor or its agents shall not be deemed to be a certification by Lessor 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. Lessee shall also cooperate with Lessor during the course of the construction by utilizing any construction requirements and guidelines implemented by Lessor.

XVII. INSURANCE/DESTRUCTION OF THE LEASED PREMISES

At all times during the term of this Lease, Lessor shall maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 for each occurrence. CGL insurance shall cover liability arising from premises, operations, independent contractors, products/completed operations, personal and advertising injury, together with all costs of defense, arising out of Lessor's acts or omissions. The defense cost shall be outside of the policy limits. Lessor shall include the State and Agency as additional insureds. CGL insurance shall apply as primary over any other insurance afforded to Lessor. Lessor waives all rights against the State for damages to the extent there is coverage afforded by Lessor's insurance maintained pursuant to this Lease. Lessor shall provide a certificate of insurance, which must be in a form that is reasonably satisfactory to State as to the contents of the policies and the quality of the insurance carriers. All insurers must have at least an A- (Excellent) rating by A.M. Best & Co.

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.

Lessor shall, for each policy required by this Lease provide the State with a thirty (30) day prior written notice of cancellation, or non-renewal, except a ten (10) day notice for non-payment of premium. Any failure to comply with this reporting provision may constitute a default of this Lease. State reserves the right to approve or reject levels of self-insured retention, captive insurance, or any other alternative risk-financing program. By requiring insurance herein, State does not represent that the coverage and limits will be adequate to protect Lessor and such coverage and limits do not represent or serve as a limitation on Lessor's liability under this Lease.

XVIII. EMINENT DOMAIN

If the Leased Premises is taken in any appropriation proceedings or by any right of eminent domain, this Lease shall terminate from the time when possession of the Leased Premises is taken for public use. Such taking shall not operate as, or be deemed, an eviction of Lessee or a breach of Lessor's covenant of quiet enjoyment. Lessee shall pay all rent due and perform and observe all other covenants, up to the time when possession is surrendered by Lessee. If only a part of the Leased Premises is taken, and if twelve (12) months or more of the applicable term of this Lease then remains unexpired, and if the remaining premises can be substantially restored in the parties' mutual reasonable opinion within thirty (30) days, then, the parties reserve the option to continue this Lease. Lessee may exercise this option by written notice given to Lessor within sixty (60) days following receipt by Lessee of notice of the proposed taking. Upon the parties' mutual agreement, this Lease will not terminate, and, at its expense, Lessor will restore the Leased Premises within thirty (30) days (or such longer time as is reasonably necessary to complete the restoration) following Lessee's notice. The Base Rent payable by Lessee during the period of restoration and

the remainder of the term of this Lease shall be reduced on a pro rata basis. Neither party hereto shall have a right of claim against the other for damages or participate in the amount of compensation awarded to the other party. However, Lessor agrees to immediately notify Lessee at the time such appropriation proceedings are initiated against Lessor so that Lessee shall be afforded the opportunity to participate in such proceedings in order to obtain compensation for its damages.

XIX. HOLDOVER

At its option and without there being a new lease or agreement in writing between the parties hereto, Lessee may holdover and remain in possession of the Leased Premises or any part thereof after the expiration or termination of the term of this Lease, 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. Unless otherwise agreed to by the parties, 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.

XX. CANCELLATION BY LESSEE

If, at any time during this Lease, the Ohio General Assembly does not appropriate funds and the Director of the Office of Budget and Management does not certify funds as available as required by Chapter 126 of the Ohio Revised Code, or if the State Controlling Board does not approve the expenditure of funds on this Lease, Lessee may cancel this Lease upon not less than thirty (30) days' notice given to Lessor.

XXI. MEMORANDUM OF LEASE

At its expense and within ten (10) days of the date of full execution of this Lease, Lessor shall present for recording a fully executed Memorandum of Lease in accordance with Section 5301.251 of the Ohio Revised Code in the office of the County Recorder of Lucas County, Ohio. Lessor shall do likewise with respect to any addendum to this Lease which may be entered into hereafter by the parties. As proof of recording, Lessor shall return the original recorded Memorandum to Lessee, and Base Rent shall not begin to accrue, notwithstanding that the term of this Lease has commenced, until receipt by Lessee of the recorded Memorandum of Lease. Lessee shall prepare the Memorandum of Lease.

XXII. SALE OF LEASED PREMISES

Should Lessor, during the term of this Lease, grant, bargain, sell, convey, transfer or otherwise dispose of the Leased Premises, Lessor shall immediately notify Lessee of such transfer of ownership and shall provide copies of the recorded deed or other instrument transferring title, together with the new owner's name, address, telephone and facsimile number, email address, business entity title, social security number and/or federal tax identification number.

The obligations of Lessor under this Lease shall not be binding upon Lessor herein named with respect to any period subsequent to the transfer of its interest in the Leased Premises as owner or lessor thereof (unless the event complained of occurred prior to the transfer) and in the event of

such transfer, said obligations shall thereafter be binding upon each transferee of the interest of Lessor being transferred.

XXIII. NOTICES

All notices, demands, requests, consents, approvals, and other instruments required 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. certified mail, return receipt requested, postage prepaid, 3) if certified mail is either refused or unclaimed, then by regular U.S. Mail, 4) by overnight delivery service with receipt or 5) by fax or email, followed by one of the other methods of delivery described herein; fax or email delivery shall be deemed to be on the date of receipt and the parties hereto agree that a fax or email with confirmation shall be adequate proof of receipt,

- a) with respect to Lessor, addressed to:

Toledo-Lucas County Port Authority
One Maritime Plaza, Suite 701
Toledo, Ohio 43604-1886
Attention: President and CEO

- b) with respect to Lessee, addressed to:

Ohio Department of Administrative Services
General Services Division
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, 4th Floor
Columbus, Ohio 43215
Attention: Housing Coordinator

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

XXIV. 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.

XXV. DEFAULTS

A. By Lessee. In the event that:

- (1) Lessee shall fail to pay an installment of rent or any portion thereof, or any of the other charges required by this Lease, when the same shall become due and payable and the same shall remain unpaid for a period of thirty (30) days after written notice thereof from Lessor; or Lessee shall be in material default of any other terms or provisions of this Lease and shall so remain for a period of sixty (60) days after Lessor has informed Lessee of such default, by written notice; then Lessor may give notice of termination to end the term of this Lease upon the date specified in such notice, which date shall not be less than ninety (90) days after the date of such notice. Upon the date specified in said notice of termination, the term of this Lease shall expire and terminate as fully and completely and with the same effect as if such date were the date herein fixed for the expiration of the term of this Lease.
- (2) However, if such default cannot reasonably be cured within the required period above, then Lessee shall not be deemed in default so long as it promptly commences to cure the same within the required period and diligently pursues such curing thereafter.
- (3) Upon termination of this Lease, Lessor shall have the immediate right to re-enter and repossess the Leased Premises by due process of law.
- (4) Upon the termination of this Lease by reason of the happening of any event of default specified hereinabove, or upon Lessor recovering possession of the Leased Premises in the manner or under any of the circumstances herein mentioned, Lessee shall pay to Lessor the rents required to be paid by Lessee up to the time of such termination of this Lease.
- (5) In addition to the above remedies, Lessor shall be entitled to pursue any and all other rights it may have at law or in equity.

B. By Lessor. In the event that:

-
- (1) Lessor is in material default of any terms or provisions of this Lease and shall so remain for a period of thirty (30) days after Lessee has given notice to Lessor of such default, then Lessee may give notice of termination to Lessor upon the date specified in such notice, which date shall not be less than ten (10) days after the date of such notice. Upon the date specified in said notice of termination, the term of this Lease shall expire and terminate as fully and completely and with the same effect as if such date were the date herein fixed for the expiration of the term of this Lease.
 - (2) At its option, Lessee may resolve Lessor's default (or have the default resolved by others) and deduct the cost thereof from the Base Rent payable hereunder, provided

that Lessor has received the benefit of the cure provision in Article XXV Section B (1).

- (3) Notwithstanding Lessee's election under (1) or (2) of this Paragraph B, Lessee shall nonetheless be entitled to pursue any and all rights it may have at law or in equity.

XXVI. USE OF COMMON AREAS

- A. During the term of this Lease, Lessor hereby grants to Lessee and Lessee's agent, servant, employees and business invitees, 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 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 adopt in writing from time-to-time.
- 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 the Occupying State Agency's right or occupancy hereunder.

XXVII. LESSEE'S PROPERTY

Lessor shall not be liable for any injury or damage to persons 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 maintain or make repairs required hereunder, as determined by a court of competent jurisdiction.

XXVIII. FORCE MAJEURE

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of Acts of God, strikes, lockouts, labor troubles, inability to procure materials, failure of power, riots, insurrection, war, terrorism, or other reason not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such acts shall be excused for the period of the delay and the period for the performance of any such acts shall be extended for a period equivalent to the period of such delay. Except as otherwise provided in this Lease, the provisions of this Article XXVIII shall not operate to excuse the prompt payment of the rents or any other payments required by the terms of this Lease.

XXIX. LESSOR'S MORTGAGEE

Lessor represents to Lessee that the Leased Premises is currently encumbered by a mortgage in favor of _____ (N/A) ("Mortgagee"). If this Lease is to be subordinate to the lien of the above-mentioned mortgage, Lessor agrees to immediately notify Mortgagee of the existence of this Lease and to obtain Mortgagee's written agreement to recognize this Lease at all times provided Lessee is not in default hereunder and further provided that Lessee shall attorn to Mortgagee (or any subsequent purchaser acquiring ownership of the Leased Premises through foreclosure sale or deed in lieu of foreclosure).

XXX. 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.

XXXI. ESTOPPEL CERTIFICATES

From time-to-time and not later than thirty (30) days following notice from Lessor as provided in Article XXIII(b) herein, Lessee agrees to execute, acknowledge, and deliver to Lessor in a form prepared by Lessee a statement certifying to the effect that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified) and the date to which Base Rent and any other sums due hereunder have been paid. It is intended that said statement may be relied upon by any prospective purchaser or mortgagee of the Leased Premises.

XXXII. WAIVER

No waiver by either party of a breach of any term, condition, provision, covenant or obligation of this Lease shall be construed to be a waiver of any future breach of the same or other term, condition, provision, covenant or obligation hereof. No receipt of money by Lessor from Lessee or others after the giving of any notice of default, or after the termination of this Lease, or after the commencement of any suit, shall reinstate, continue, or extend the term of this Lease, or affect any such notice, demand, or suit. The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

XXXIII. SURVIVAL

The representations, warranties, covenants, indemnities and agreements of the parties contained in this Lease shall survive the expiration or termination of the term of this Lease and shall be and continue in effect notwithstanding the fact that Lessee may waive compliance with any of the other provisions of this Lease.

XXXIV. SUCCESSORS AND ASSIGNS

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

XXXV. HAZARDOUS MATERIALS

Lessee and Lessor shall not cause any Hazardous Materials (as defined below) to be generated, treated, stored, used, installed or disposed in, on, under or about the Leased Premises in any material amounts, except as required for the conduct of its business, and shall at all times maintain such hazardous materials in full compliance with all applicable laws and regulations. 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.

The parties agree to comply with all current and future governmental law or statute, rule, regulation, permit, license, ordinance, code, policy or rule of common law now or hereafter in effect, as may be amended from time to time, governing or relating in any way to the environment, natural resources, health, safety or any Hazardous Materials (the "Environmental Laws"). The parties shall take immediate steps to investigate and/or correct any threatened, suspected or actual spill or release or other non-compliance with Environmental Laws. The parties agree to assume the responsibilities of "generator" for any regulated waste materials generated on the Leased Premises by its operations or use of same.

XXXVI. 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.

XXXVII. 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.

XXXVIII. 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.

XXXIX. CAMPAIGN CONTRIBUTIONS & ETHICS COMPLIANCE

Lessor hereby certifies that it has no information to conclude that either Lessor or any of of Lessor's officers, directors, or the spouse of any such person, have made contributions in excess of the limitations specified in Section 3517.13 of the Ohio Revised Code. Lessor, by signature on this document, certifies that it has reviewed and understands the Ohio ethics and conflict of interest

laws, is currently in compliance and will continue to adhere to the requirements of such laws, and will take no action inconsistent with those laws.

XL. DIVERSITY & INCLUSION

By execution of this Lease, Lessee represents that it is currently and actively engaged in objectives to improve diversity and inclusion in its workforce, workplace, and business practices.

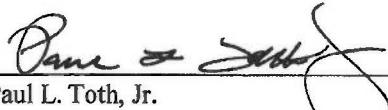
XLI. ENTIRE LEASE

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.

Intentionally Left Blank

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
Toledo-Lucas County Port Authority
an Ohio Port Authority and Political Subdivision

By: 
Paul L. Toth, Jr.

Title: President and CEO

ACKNOWLEDGMENT

State of Ohio, Lucas County, ss:

On this 28th day of December, 2018, before me personally appeared Paul L. Toth, Jr., known to me to be the President and CEO of Toledo-Lucas County Port Authority, an Ohio port authority and political subdivision, 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 Toledo-Lucas County Port Authority.



Notary Public, State of Ohio
My Commission Expires _____

DAWN M. WENK
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 R.C.

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

By: Robert Blair /fmw

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 7th day of January, 20 19, before me personally appeared Frederick M. Whalley of the Department of Administrative Services, who acknowledged that the foregoing 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' 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.

J Murray
Notary Public, State of Ohio
My Commission Expires _____

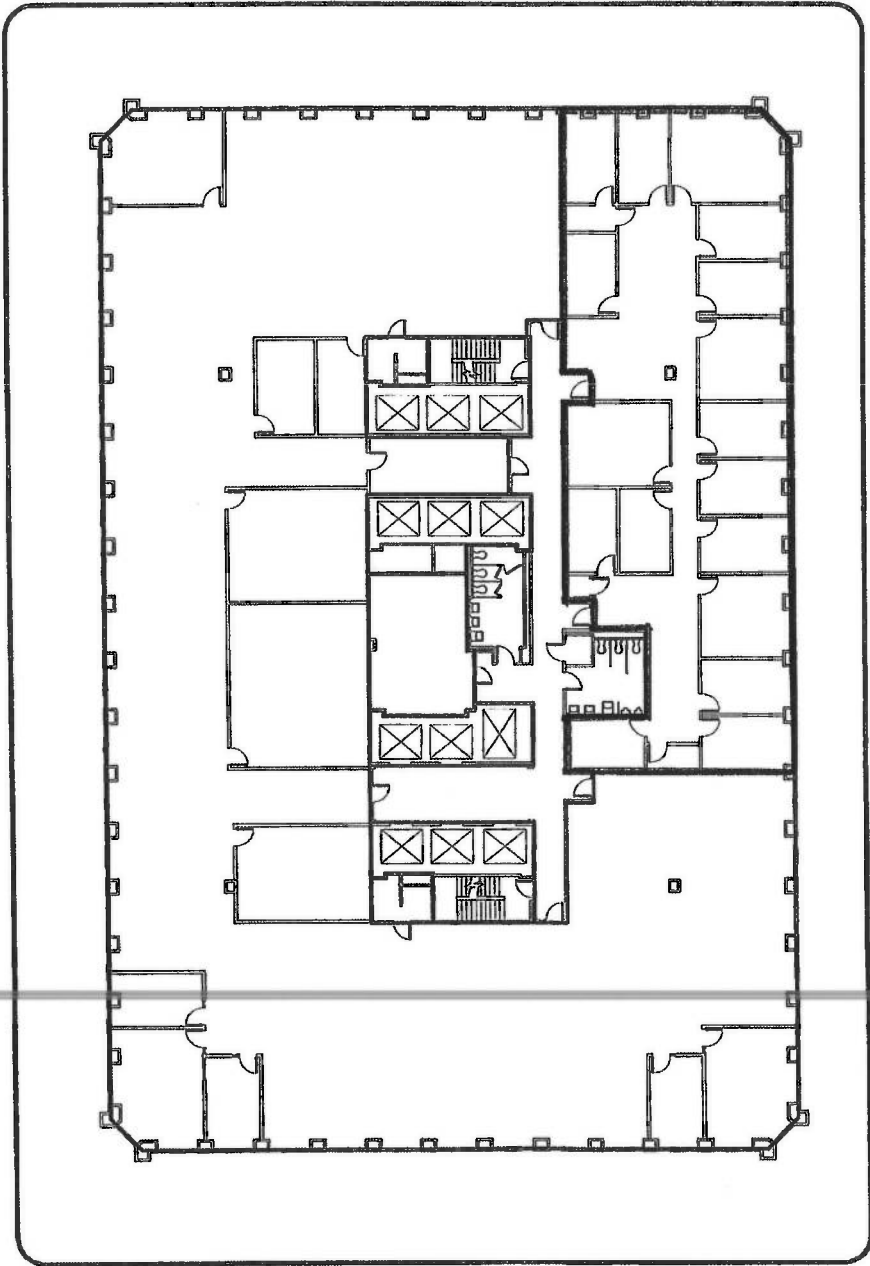


JACQUELINE K. MURRAY
Notary Public, State of Ohio
My Commission Expires
3-27-2021

This Lease was prepared by:
Department of Administrative Services
General Services Division
Office of Real Estate and Planning
4200 Surface Road
Columbus, Ohio 43228-1395
Phone No. (614) 387-6049

EXHIBIT "A"

FLOOR PLAN(S) OF LEASED PREMISES



14 FLOOR	Toledo Government Building	State of Ohio Facilities Management Program
	TOLEDO, OHIO	for DAS State-Owned Buildings
OCCUPANCY PLAN	<small>ISSUED DATE: 05/06/08 DRAWING SPECIFICATION: 10/05/06/08/06/08/06</small>	Department of Administrative Services General Services Division Office of Real Estate and Planning

EXHIBIT "B"

LEGAL DESCRIPTION OF THE LAND
UNDERLYING THE LEASED PREMISES

Situate in the City of Toledo, County of Lucas, State of Ohio:

All of Lots Number 1051, 1052 and 1053 AND All of Lots 1057, 1058, 1059, and 1409½ in the VISTULA DIVISION in the CITY OF TOLEDO, LUCAS COUNTY, OHIO.

EXCEPTING THEREFROM: that 50.00 square feet parcel identified as Parcel 5-WD as shown in the Dedication of City-Owned Property for Public Right-of-Way in the Vistula Meadows Urban Renewal Project, R 22, as identified in City of Toledo Ordinance No. 518-80.

Subject to easements and restrictions of record.

Prior Instrument Reference: 20180928-0044406 Lucas County, Ohio Recorder's Office.

Parcel Number: 15-48072

EXHIBIT "C"

LESSEE IMPROVEMENTS

None

EXHIBIT "D"
PLANS AND SPECIFICATIONS

None

EXHIBIT "E"
CONSTRUCTION SCHEDULE

None

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.

**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. Semi-Annually - strip all finish and wax
- d. 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.

WALLS & WOODWORK

1. Nightly - remove handprints from doors, door frames and light switches

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

EXHIBIT "G"

PREVAILING WAGE CERTIFICATION OF COMPLIANCE

DAS File No.: _____

Location: _____

Date: _____

I hereby certify that as of the date prescribed, that section XI - C has been performed, that all payrolls submitted for construction performed for this Lease are correct and complete, and that the wage rates shown are not less than those required by the Lease and applicable provisions of Chapter 4115 of the Ohio Revised Code.

Signature: _____

Title: _____

Date Signed: _____

ADDENDUM NO. 1 TO LEASE

It is hereby mutually agreed by and between Toledo-Lucas County Port Authority, a port authority and political subdivision of the State of Ohio, as Lessor, having its principal place of business located at One Maritime Plaza, Suite 701, Toledo, Ohio 43604-1866, and the State of Ohio acting by and through the Department of Administrative Services, General Services Division, Office of Real Estate and Planning, 4200 Surface Road, Columbus, Ohio 43228, as Lessee, that a certain lease effective January 1, 2019, covering 5,543 square feet of office space and described as One Government Center, Toledo, Ohio 43604, and occupied by the Ohio Auditor of State be amended as follows:

Effective January 1, 2019, Article I (A) of the Lease shall be amended 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 within a building known as the Michael V. DiSalle Government Center, and containing 5,543 square feet of office space, as shown in the floor plan on Exhibit "A" which is attached hereto and hereby made a part hereof, located at One Government Center, Toledo, Ohio 43604 (the "Building"), together with the exclusive right to use one (1) parking space and the non-exclusive right to use 210 parking spaces of which 27 shall be designated as disabled parking in the parking lot located at One Government Center, Toledo, Ohio 43604 together with the land on which the Building is situated, which land is described on Exhibit "B" attached hereto and hereby made a part hereof, subject to all legal highways, easements and restrictions of record, and zoning ordinances. Said office/storage space, parking spaces and land are referred to hereinafter, collectively, as the "Leased Premises".

Effective January 1, 2019, Article III of the Lease shall be amended as follows:

III. BASE RENT

For the period January 1, 2019 through June 30, 2023, Lessee shall pay an annual base rental (the "Base Rent") of Forty-Nine Thousand Six Hundred Nine and 85/100 Dollars (\$49,609.85 or \$8.95 per square foot) for the use of the Leased Premises. For the period July 1, 2023 through June 30, 2029, Base Rent shall increase by no more than two (2%) percent each year as set forth below:

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<u>Period</u>	<u>Annual Base Rent</u>	<u>Quarterly Base Rent</u>	<u>Monthly Base Rent</u>	<u>Square Foot Base Rent</u>
1/1/19 to 6/30/19	\$49,609.85	\$12,402.46	\$4,134.15	\$8.95
7/1/19 to 6/30/20	\$49,609.85	\$12,402.46	\$4,134.15	\$8.95
7/1/20 to 6/30/21	\$49,609.85	\$12,402.46	\$4,134.15	\$8.95
7/1/21 to 6/30/22	\$49,609.85	\$12,402.46	\$4,134.15	\$8.95
7/1/22 to 6/30/23	\$49,609.85	\$12,402.46	\$4,134.15	\$8.95
7/1/23 to 6/30/24	\$50,607.59	\$12,651.90	\$4,217.30	\$9.13
7/1/24 to 6/30/25	\$51,605.33	\$12,901.33	\$4,300.44	\$9.31
7/1/25 to 6/30/26	\$52,658.50	\$13,164.63	\$4,388.21	\$9.50
7/1/26 to 6/30/27	\$53,711.67	\$13,427.92	\$4,475.97	\$9.69
7/1/27 to 6/30/28	\$54,764.84	\$13,691.21	\$4,563.74	\$9.88
7/1/28 to 6/30/29	\$55,873.44	\$13,968.36	\$4,656.12	\$10.08

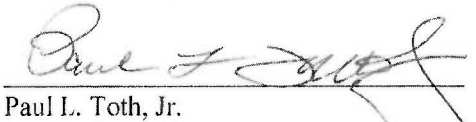
In addition to Base Rent, Lessee shall pay Lessor's designated parking management company for the one (1) exclusive parking space located in the parking garage as described in Article I herein, in the amount of One Hundred and 00/100 Dollars (\$100.00) per space per month, for an annual total of One Thousand Two Hundred and 00/100 Dollars (\$1,200.00) (the "Parking Rent"), paid in quarterly installments of Three Hundred and 00/100 Dollars (\$300.00). Total annual Base Rent shall be paid in equal quarterly installments in the applicable amount above on or before the 15th day of the second month of each calendar quarter, at Lessor's office located at One Maritime Plaza, Suite 700, Toledo, Ohio 43604-1866, or such other place as may, from time to time, be designated by Lessor. Payment shall be made payable to "Toledo-Lucas County Port Authority". Lessee may pro-rate on a daily basis any rent accruing hereunder for a period less than a full year.

All other terms and provisions of said Lease shall remain unchanged.

Intentionally Left Blank

IN WITNESS WHEREOF, the parties hereto have caused this Addendum No. 1 to Lease to be executed by their duly authorized representatives effective the date first written above.

LESSOR
Toledo-Lucas County Port Authority
an Ohio Port Authority and Political Subdivision

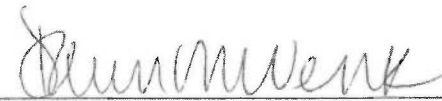
By: 
Paul L. Toth, Jr.

Title: President and CEO

ACKNOWLEDGMENT

State of Ohio, Lucas County, ss:

On this 8th day of February, 2019, before me personally appeared Paul L. Toth, Jr., known to me to be the President and CEO of Toledo-Lucas County Port Authority, an Ohio port authority and political subdivision, who acknowledged that he executed the foregoing Addendum No. 1 to Lease, that the same is his free and voluntary act and deed, and that he is duly authorized to enter into this Addendum No. 1 to Lease for and on behalf of Toledo-Lucas County Port Authority.


Notary Public, State of Ohio
My Commission Expires _____

DAWN M. WENK
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 R.C.

LESSEE

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

By: Matthew Dauschwald / Fund

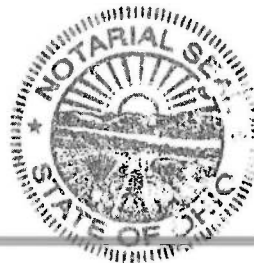
Director of Administrative Services
or Signatory Designee Statutory Agent,
O.R.C. 123.01(A)(4) and (A)(6)

ACKNOWLEDGMENT

State of Ohio, Franklin County, ss:

On this 21st day of March, 2019, before me personally appeared Frederick M. Whatley
who acknowledged being the duly authorized representative of the Department of Administrative Services,
acting on behalf of the State of Ohio, and who acknowledged the foregoing instrument to be the voluntary
act and deed of the State of Ohio, Department of Administrative Services.

J Murray
Notary Public, State of Ohio
My Commission Expires _____



JACQUELINE M. MURRAY
Notary Public, State of Ohio
My Commission Expires
3-27-2021

This Addendum No. 1 to Lease prepared by:
Ohio Department of Administrative Services
General Services Division
Office of Real Estate and Planning
4200 Surface Road
Columbus, Ohio 43228-1395
Phone No. (614) 387-6049