

AGENCY:	
BUSINESS UNIT:	CHARTFIELD LOCATION:

This Instrument Prepared by:

State of Tennessee
 Real Estate Asset Management
 William R. Snodgrass Tennessee Tower
 24th Floor, 312 Rosa L. Parks Avenue
 Nashville, TN 37243-1102

LEASE NUMBER:

NOTE: No handwritten or interlineated change to this lease will override this lease

State is Tenant

This lease document is not effective or Binding unless approved in printed text according with all applicable laws
ESC 01/23/2017 Template

1. Date of this Lease:
 Name and Address of Building:

2. Tenant: State of Tennessee
 Landlord Name, Address, Contact Information:

 Phone:
 Email Address:

3. Leased Premises: The portion of the Building and all other areas described on Exhibit B.

4. Rentable Square Feet: ____sf.
Usable Square Feet: ____sf.

Term of the Lease: ____ year(s) and ____ months(s), plus one renewal option(s) of ____years

5. The Lease shall commence on the first day of the calendar month following execution of the Lease by the State OR The Commencement Date shall be set pursuant to Exhibit C.

6. Termination for Convenience: Tenant may terminate this Lease at any time by giving written notice to Landlord at least 90 days prior to the date the termination becomes effective

7. Monthly Rental Installments:

<u>Lease Year(s)</u>	<u>Annual Rental</u>	<u>Monthly Rental Installments</u>	<u>Rental Rate Per Rentable Square Foot</u>
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____

8. Utilities and Services:
 (Full Service) All utilities, janitorial services, and supplies are included in the Monthly Rent installments
 (Modified Gross) The following utilities, services, and supplies are not included in the Monthly Rent Installments:

9. Improvements (check any that apply):
 A. Existing Space (New Tenant or Renewal) B. Landlord to build out space pursuant to Exhibit D

10. Attached hereto and incorporated herein for all purposes are the following additional exhibits:
 Exhibit A- Lease Standard Terms and Conditions
 Exhibit B- Description of Leased Premises
 Exhibit C- Commencement Date Agreement
 Exhibit D- Special Buildout and Other Specifications

LANDLORD:	TENANT: STATE OF TENNESSEE
By: _____ Name: _____ Title: _____ Date: _____	_____, <i>Commissioner of Department of General Services</i> Date: _____
By: _____ Name: _____ Title: _____ Date: _____	Delete AG signature block if annual rent under 50K or term less than 5 years _____ Herbert H. Slatery III, Attorney General & Reporter (For Form and Legality) Date: _____ (Notary Acknowledgements Attached)

LANDLORD NOTARY

STATE OF TENNESSEE

COUNTY OF _____

Before me, _____, Notary Public in and for the County and State aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself/herself to be the _____ **of** _____, the within named Landlord, and that he/she as such _____ executed the within instrument for the purposes therein contained by signing the name of the entity by himself/herself as such _____.

Witness my hand and seal at office in _____, Tennessee, on this the _____ day of, _____ 2019.

Notary Public

My Commission Expires: _____
(seal)

TENANT NOTARY

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, _____, Notary Public in and for the County and State aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be **Commissioner of the Department of General Services** for the State of Tennessee, the within named Tenant, and that he as such representative, executed the foregoing instrument for the purposes therein contained and signed the name of the State of Tennessee, by himself as Commissioner, Department of General Services for the State of Tennessee.

Witness my hand and seal, at office in Nashville, Tennessee, this the _____ day of _____, 2019.

Notary Public

My Commission Expires: _____
(seal)

EXHIBIT A

NOTE: No hand written or interlineated changes to this Lease will override the printed text of this lease.

In consideration of the mutual covenants and representations set forth in the Lease (the "Lease") and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows. The capitalized terms used herein shall have the meaning assigned to such terms in the Lease, unless another meaning is assigned to such terms in this Exhibit A.

1. DEMISE. Upon the terms and conditions hereinafter set forth and as set forth in the Lease, Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, the Leased Premises for the Term of the Lease. Landlord represents and warrants to Tenant that Landlord is the fee simple owner of the Leased Premises and has the right to lease the Leased Premises to Tenant pursuant to the terms of the Lease. Landlord further represents and warrants to Tenant that there are no easements, covenants, restrictions or other agreements or instruments encumbering the Leased Premises that (i) contain any pre-approval rights relating to the Lease (including any lender approval rights) which have not been secured by Landlord, or (ii) would interfere with or restrict Tenant's ability to use the Leased Premises for office, storage and any other purpose permissible under applicable law (the "Permitted Use"). Landlord further represents and warrants to Tenant that (x) the use of the Leased Premises for the various purposes for which it is presently being used is permitted under all applicable zoning legal requirements and (y) all utilities necessary for the use of the Leased Premises for the various purposes for which it is presently being used are being supplied to the Building via publicly dedicated utility easement areas. The Request for Lease Proposal from which the Lease originated and the Landlord's response to the Request for Lease Proposal (collectively, the "Proposal Package") are hereby incorporated in the Lease; provided, however, that in the event of any conflict between the Proposal Package and the Lease, the Lease shall control.
2. RENT. The Monthly Rental Installments for the lease of the Leased Premises shall be payable in **arrears on the last day of each and every month during the term** hereof to Landlord by Automated Clearing House (ACH) payment to the account set forth on the Supplier Direct Deposit Authorization Form.
 - A. No payment shall be made by Tenant under the Lease until Tenant has received an **"IRS W-9 Form"** and a **"Supplier Direct Deposit Authorization Form"** which have been properly completed and signed by all required parties on the forms provided by the Tenant. Landlord acknowledges that the **"Supplier Direct Deposit Authorization Form"** must be certified by Landlord's financial institution (bank) and that that the State will only accept the original Supplier Direct Deposit Authorization Form received directly from the Landlord or its bank. The original, completed **"IRS W-9 Form"** and **"Supplier Direct Deposit Authorization Form"** must be sent to the Tenant at the following address and marked **CONFIDENTIAL**:

State of Tennessee
Attn: Supplier Maintenance
21st Floor WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243
 - B. Notwithstanding anything in the Lease to the contrary, Landlord agrees that the rent provided under the terms of this Section 2 is based in part upon the costs of the services, utilities, and supplies to be furnished by Landlord pursuant to Section 3 hereof and that should Tenant vacate the Leased Premises prior to the end of the Term of the Lease, or, if after notice in writing from Tenant, all or any part of such services, utilities or supplies for any reason are not used by Tenant, then, in such event, the Monthly Rental Installments as to each month or portion thereof as to which such services, utilities or supplies are not used by Tenant shall be reduced by an amount equal to the average monthly costs of such unused services, utilities or supplies during the six-month period immediately preceding the first month in which such services, utilities or supplies are not used.

3. LANDLORD'S OBLIGATIONS.

- A. Utilities: If required by Block 8 of the Lease, Landlord shall, at Landlord's expense, furnish all utilities to the Leased Premises, including electrical, gas, water and sewer, heat, ventilation, and air conditioning in capacities sufficient for the Permitted Use; provided, however, Tenant shall be responsible for telephone and data services. These utilities, if provided by Landlord, must be provided on a 24 hours per day, 7 days a week basis. The temperature of the telecom closet on the Leased Premises at all times shall be maintained between 64 and 75 degrees with a relative humidity range of 30-55%. The temperature of the interior of the Leased Premises where State employees or contractors operate at all times shall be maintained between 68 and 72 degrees with a relative humidity range of 30-55%.
- B. Maintenance: Landlord shall, at Landlord's expense, and as required to keep the Building and the Leased Premises in a good, attractive and safe condition, maintain and repair, in a good and workmanlike manner and in compliance with all replacement and maintenance schedules followed by prudent landlords of commercial buildings, (i) the Building, including, but not limited to, the roof, foundation and exterior and load-bearing walls; (ii) the mechanical, plumbing and electrical systems, including, but not limited to, air conditioning, heating, plumbing, wiring and piping and all filters, valves and other components; (iii) the land upon which the Building is located, including any landscaped areas, parking areas and driveways, including, but not be limited to the following: weekly lawn cutting during the growing season, debris pick-up, leaf removal, mulching of planting beds, maintain any landscaping, daily snow and ice removal from parking areas and entrances to the Leased Premises; (iv) elevators, if any; (v) interior of the Building and the Leased Premises, including but not limited to repair, maintenance, patching, mold, mildew, and moisture removal, and painting of the walls, floors, ceilings, carpet and other surfaces; and (vi) all lighting components, including but not limited to, furnishing and monthly replacement of electrical light bulbs, fluorescent tubes, ballasts and starters. Landlord shall also, at Landlord's expense, furnish and maintain appropriate outside trash and refuse receptacles for the disposal of trash and refuse from the Leased Premises. Furthermore, Landlord shall have maintenance personnel available to respond to routine calls within twenty four (24) hours and emergency calls within four (4) hours. "Emergency" repair or maintenance calls shall include, but not be limited to, situations involving HVAC, electrical, plumbing, roof leaks, utility disruptions, ingress and egress, and environmental issues which prevent the Tenant from using the Leased Premises for the Permitted Use.
- C. Insurance: Landlord shall, at Landlord's expense, maintain fire and extended coverage insurance on Leased Premises, in an amount not less than the full replacement cost of the Building, and comprehensive general liability insurance coverage in the sum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) per annual aggregate against any and all liability, loss or damage arising from any injury or damage to any person or property occurring in or about the Leased Premises or the Building resulting from Landlord's negligence or matters arising for reasons beyond Tenant's control. The policies described in this Section shall name Tenant as an additional insured. Annually, Landlord shall furnish Tenant with a certificate of such coverage which shall provide that thirty (30) days' advance written notice shall be given to Tenant in the event of cancellation or material change in the insurance policies maintained as required herein.
- D. Taxes: Landlord shall be responsible for payment of all real estate taxes assessed against the Building or land on which the Building is located, as well as all applicable local, state and federal income taxes which are or may be payable by Landlord. Landlord, by virtue of leasing property to Tenant, does not become a State of Tennessee agency, entity, or employee and is not entitled to any rights, privileges or immunities pertaining to the State or its agencies and instrumentalities.

- E. Janitorial: If required by Block 8 of the Lease, Landlord shall, at Landlord's expense, provide janitorial services and janitorial supplies, including break room supplies, to the Leased Premises in accordance with the following schedule:
- i. Daily: Dust all furniture, counters, cabinets and window sills; sweep and/or vacuum all floors; empty all wastebaskets and ashtrays; dispose of all rubbish; clean and maintain in sanitary condition all restrooms and plumbing fixtures; sweep sidewalks, stairways and halls; replace light bulbs, tubes, ballasts and starters if necessary; and stock supplies.
 - ii. Weekly: Mop all floors and dust all Venetian blinds; and vacuum carpets, if any.
 - iii. Quarterly: Strip and wax all floors, if not carpeted.
 - iv. Semi-Annually: Wash all windows, venetian blinds, light fixtures, walls and painted surfaces and clean all carpeted areas via commercial hot water extraction or commercial chemical dry cleaning.
- F. Pest Control: Landlord shall, at Landlord's expense, provide monthly interior and quarterly exterior pest extermination services. All such services shall be performed after normal business hours.

4. **IMPROVEMENTS**. Tenant shall have the right during the existence of the Lease to make alterations, attach fixtures and erect additions, structures or signs in or upon the Leased Premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the Leased Premises under the Lease or any prior lease of the Leased Premises by Tenant shall be and remain the property of Tenant and may be removed therefrom by Tenant prior to the termination or expiration of the Lease or any renewal or extension thereof, or within a reasonable time thereafter. Tenant shall be permitted to maintain, inspect, repair and replace any equipment or fixtures installed by Tenant on the Leased Premises.

5. **TERMINATION FOR CAUSE**. Tenant may in its sole discretion terminate the Lease at any time for any of the following causes: (a) Landlord's failure to disclose any conflict or potential conflict of interest existing at the date of the Lease or hereafter created; (b) termination or consolidation of Tenant's operations or programs housed in the Leased Premises because of loss of funding; (c) lack of funding by the appropriate Legislative Body for obligations required of Tenant under the Lease; (d) misrepresentations contained in the response to the request for proposal or committed during the negotiation, execution or term of the Lease; (e) failure to comply with the assertions and promises set forth in the response to the request for proposals; (f) the availability of space in Tenant-owned property, provided that no cancellation for this reason may take place until the Lease has been in effect for one year; and (g) any default by Landlord which is not adequately remedied in accordance with Section 7 hereof. Notwithstanding the foregoing, all terms and conditions of the Lease are made subject to the continued appropriations by the appropriate Legislative Body.

6. **ENVIRONMENTAL PROVISIONS**. Following due inquiry, Landlord represents that there are no hazardous substances or hazardous wastes as defined by the Comprehensive Environmental Response and Liability Act or any hazardous wastes as defined by the Resource Conservation and Recovery Act, or any mold, PCB's, radon or asbestos containing materials, located on, in or about the Leased Premises to be occupied by Tenant. Landlord agrees that should any hazardous wastes, hazardous substances, mold, PCB's, radon or asbestos containing materials be determined to be present as a result of the acts or omissions or negligence of any person or legal entity, other than Tenant, Landlord shall indemnify, hold harmless and defend Tenant from all claims, damages, expenses or litigation resulting from the presence of such materials. If Tenant reasonably believes that hazardous substances may be present in the Leased Premises or the Building, Landlord will engage, at its expense, a qualified third party engineer to conduct an appropriate environmental survey. If hazardous substances are found or such survey indicates a risk of such hazardous substances being present in the Leased Premises or Building, then Landlord, at its expense, will make all necessary changes and/or corrections so that the Building and/or the Leased Premises are in compliance with all environmental laws and regulations. In the event Landlord discovers hazardous materials on the Leased Premises during the Term of the Lease, Landlord shall promptly notify Tenant.

7. DEFAULT.

A. Tenant shall be in default of the terms of the Lease if Tenant shall fail to make a payment of any rent or additional rent, and such rent or additional rent is not paid within ten (10) days of written notice by Landlord to Tenant of non-payment of same, or in the event that Tenant shall otherwise commit an act of default under the terms hereof, and shall not cure such default within thirty (30) days of written notice by Landlord to Tenant of such default, or, if it is not possible to complete the cure by such time, Tenant has not commenced the cure within such 30 day period and does not thereafter diligently pursue the same to completion within a reasonable time thereafter. In the event of default by Tenant hereunder:

- i. Landlord may continue the Lease in full force and effect and shall have the right to collect rent when due. During the term Tenant is in default, Landlord may reenter the Leased Premises with legal process and re-let same, or any part thereof, to third parties for Tenant's account. Tenant shall pay to Landlord the rent due under the Lease on the date such rent is due, less the rent Landlord receives from any re-letting. Landlord shall make its best efforts to re-let the Leased Premises at a reasonable price. Under this paragraph, Tenant's obligations shall not exceed the total rent due for the remainder of the term.
- ii. Landlord may terminate the Lease pursuant to the terms of this Section. Upon termination, Landlord shall have the right to collect an amount equal to all expenses, if any, not including attorneys' fees, incurred by Landlord in recovering possession of the Leased Premises and all reasonable costs and charges for the care of the Leased Premises while vacated by Tenant.

B. Except as specifically set forth herein, Landlord shall be in default of the terms of the Lease if Landlord shall commit an act of default under the terms hereof, and shall not cure such default within twenty (20) days of written notice by Tenant to Landlord of such default, or, if it is not possible to complete the cure by such time, Landlord has not commenced the cure within such 20 day period and does not thereafter diligently pursue the same to completion within a reasonable time thereafter. In the event of a default by Landlord hereunder, Tenant may, in addition to all rights and remedies available at law or in equity, (i) cure such default and deduct any reasonable and necessary amounts incurred by Tenant in connection therewith from future rent payments due by Tenant hereunder with the presentment of receipts for such reasonable and necessary actions, or (ii) terminate the Lease. Notwithstanding the foregoing, in the event that Tenant is unable, in its reasonable judgment, to operate in the Leased Premises as a result of the failure by Landlord to satisfy its obligations pursuant to Section 3 hereof (A) for a period of more than forty eight (48) consecutive hours, then the rent shall abate during the entire period of the disruption and Tenant shall have the right to terminate the Lease in the event Landlord remains unable to satisfy its obligations pursuant to Section 3 hereof for a period of more than ten (10) consecutive days; or (B) more than ten (10) days during any twelve (12) month period, then Tenant shall have the right to terminate the Lease.

8. END OF TERM. At the termination of the Lease, Tenant shall surrender its interest in the Leased Premises to Landlord in as good condition and repair as reasonable use thereof will permit, ordinary wear and tear excepted, and will leave the Leased Premises broom clean. Tenant shall have the right, prior to said termination, to remove any equipment, furniture, trade fixtures or other personal property in the Leased Premises owned by Tenant, provided that Tenant promptly repairs any damage to the Leased Premises caused by such removal. In the event of holding over by Tenant after the expiration or termination of the Term of the Lease, Tenant shall pay rent at the then current rate for rent as set forth in the Lease, on a monthly basis and the Term of the Lease shall be automatically extended for successive periods of one (1) year each; provided that during any automatically extended period following the expiration of the Term of the Lease, Landlord and Tenant shall each have the right to terminate the Lease by delivering written notice to the other at least ninety (90) days prior to the desired expiration date.

9. **DAMAGE OR DESTRUCTION.** If the Leased Premises are damaged by fire or other casualty, the damage shall be repaired by and at the expense of Landlord (excluding any personal property which is owned by Tenant), provided that such repairs can, in Landlord's opinion, be made within sixty (60) days after the occurrence of such damage. Landlord shall notify Tenant within fifteen (15) days of the event of casualty of its determination. Until such repairs are completed, the rent shall be abated in proportion to the part of the Leased Premises rendered unusable, but there shall be no abatement of rent for a period equal to one (1) day or less. If such repairs cannot, in Landlord's opinion, be made within sixty (60) days and Landlord nonetheless chooses to repair, then Tenant may, at its option, continue as Tenant under the Lease until such repairs are completed, during which time all rent shall abate, or Tenant may terminate the Lease. A total destruction of the Building in which the Leased Premises are located shall automatically terminate the Lease. Total destruction of the Building shall be defined as damage greater than fifty percent (50%) of the then replacement value thereof.
10. **NOTICES.** Any notice required or permitted to be given hereunder shall be sufficiently given if personally served, sent by registered or certified mail, or by reputable overnight courier, addressed to the relevant party at the addresses specified in the Lease, for Landlord, and for Tenant to: Real Estate Asset Management, 312 Rosa L. Parks Avenue, 24th Floor, Nashville, Tennessee 37243.
11. **QUIET ENJOYMENT.** Landlord warrants and shall defend Tenant in the quiet enjoyment and possession of the Leased Premises during the term and any extension or renewal thereof.
12. **SUBORDINATION, ATTORNMENT AND NON DISTURBANCE.** Tenant agrees that the Lease and all rights of Tenant hereunder are and shall be subject and subordinate to any ground or underlying lease which may now or hereafter be in effect regarding the Building or any component thereof, to any mortgage now or hereafter encumbering the Leased Premises or the Building or any component thereof, to all advances made or hereafter to be made upon the security of such mortgage, to all amendments, modifications, renewals, consolidations, extensions and restatements of such mortgage, and to any replacements and substitutions for such mortgage (collectively, "Mortgages"); provided as a condition to such subordination, any holder of the Mortgage must enter into a Subordination, Non-Disturbance and Attornment Agreement with Tenant in form reasonably acceptable to Tenant. In the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under, or in the event of a deed in lieu of foreclosure with respect to any Mortgage covering the Leased Premises or the Building, or in the event of termination of any lease under which Landlord may hold title, Tenant shall, at the option of transferee, attorn to such transferee and shall recognize and be bound and obligated hereunder to such person as Landlord under the Lease, unless the Lease is terminated. Notwithstanding anything contained herein to the contrary, so long as Tenant is not in default in the payment of rent, or in the performance of any of the other terms, covenants or conditions of the Lease beyond any applicable cure periods, no mortgagee or similar person shall disturb Tenant in its occupancy of the Leased Premises during the original or any renewal term of the Lease notwithstanding any event or proceedings described in this section.
13. **APPROVALS.** Neither the Lease nor any amendment or modification hereto shall be effective or legally binding upon Tenant, unless and until a fully executed, original Lease has been returned to Tenant and the review and approval by all appropriate State officials and the State Building Commission, if applicable has been obtained.
14. **COMPLIANCE WITH LAWS.** Landlord represents and warrants to Tenant that as of the Commencement Date, the Building and the Leased Premises will comply with the provisions of the Americans with Disabilities Act (ADA) in all material respects. Landlord hereby indemnifies and holds harmless Tenant from and against all costs, liabilities, and causes of action occurring or arising as a result of Landlord's failure to comply with any of the requirements of the ADA or similar laws or as a result of any violation of any of the requirements of the ADA or similar laws by Landlord or its agents. Tenant reserves the right, at any time during the Term of the Lease, to require Landlord to make additional reasonable accommodations to comply with the Americans with Disabilities Act. These accommodations may include, but are not limited to, modifications to the exterior or interior of the Building, any ingress and egress points to the Building or property on which the Building stands, or any portion of the property that may serve to limit accessibility to disabled persons. Landlord shall provide all life safety equipment, including but not limited to, fire extinguishers and smoke alarms, in compliance with applicable municipal building codes.

15. **FORCE MAJEURE.** With the exception of the obligation of Tenant to pay rent and all other amounts that may be due from time to time under the Lease, if either party shall be delayed or hindered in or prevented from doing or performing any act or thing required hereunder by reason of any matters beyond the reasonable control of such party, then such party shall not be liable or responsible for any such delays and the doing or performing of such act or thing shall be extended for a period equivalent to the period of such delay. In such event, the Lease and the obligations of both parties to perform and comply with all of the other terms and provisions of the Lease shall in no way be affected, impaired, or excused.
16. **RECORDS RETENTION.** Landlord shall maintain documentation for all charges against Tenant under the Lease. The books, records and documentation of Landlord, insofar as they relate to reimbursement by Tenant for costs incurred, whether in whole or in part, shall be maintained in conformity with generally accepted accounting principles for a period of five (5) full years from the date of what amounts to the final payment under the Lease, and shall be subject to audit, at any reasonable time and upon reasonable notice by the Comptroller of the Treasury or his duly appointed representative or a licensed independent public accountant.
17. **SPACE AUDIT.** Landlord certifies that the rentable square feet set forth in the Lease is accurate to the best of its knowledge. Within thirty (30) days of the Commencement Date, Tenant reserves the right to perform physical measurements of the Leased Premises and adjust the Monthly Rental Installments proportionally based upon such measurements .
18. **COMMON AREAS.** During the Term of the Lease, Landlord agrees that Tenant and its employees, agents, invitees and visitors shall have the non-exclusive right to use the Common Areas for their intended purpose. Except for repairs, maintenance and replacements required under the Lease, Landlord shall not materially alter (or permit the material alteration of) any entrances, exits, corridors, sidewalks or hallways providing access to or from the Leased Premises. Landlord represents and warrants to Tenant that the Common Areas include all areas which are necessary for the use of the Leased Premises for its current use. As used herein, "Common Areas" means all portions of the Building and land on which the Building is located intended for the general use or benefit of Tenants or owners of the Building, and their employees, agents, and visitors, including, without limitation, all entrances, common corridors, parking areas, loading and unloading areas, trash areas, roadways, walkways, sidewalks and driveways.
19. **LANDLORD BUILDOUT.** Landlord shall provide a CADD drawing of the Leased Premises to the tenant services team within 30 days of execution of the Lease. No later than 90 days thereafter, Tenant shall provide test fits for the build out of the Leased Premises to State's specifications set forth on Exhibit D of the Lease. No later than 120 days after Landlord's receipt of the test fits, Landlord shall provide construction drawings for the build out of the Leased Premises to State's specifications set forth in Exhibit D of the Lease (the "Build Out Plans"). The Build Out Plans shall be signed and sealed by an architect or designer licensed to do business by the State of Tennessee and shall have been approved by the State Fire Marshal prior to delivery of the same to Tenant. Tenant shall have a reasonable amount of time to review and approve the Build Out Plans. The approval of Build Out Plans shall be given at the Tenant's sole discretion, but shall not be unreasonably withheld. Upon the Tenant's approval of the Build Out Plans, Landlord shall cause the Leased Premises to be put in the condition set forth in the Build Out Plans. The Tenant may provide its own project manager. Tenant's project manager shall be afforded complete access to the Leased Premises prior to and during construction in the Leased Premises. Landlord agrees that the work set forth in the Build Out Plans will be substantially completed and the Leased Premises ready for occupancy on _____(the "Occupancy Date"). In the event that the work on the Leased Premises is not substantially complete and the Certificate of Occupancy has not been received by the Landlord by the Occupancy Date, then Tenant shall be entitled to receive full and agreed upon liquidated damages that equal one day of free rent for each day of delay beyond the Occupancy Date. Landlord and Tenant agree that said liquidated damages are reasonable under circumstances existing as of the date hereof, including, without limitation, the range of harm to Tenant that is reasonably foreseeable and the anticipation that proof of Tenant's actual damages would be costly, impractical, and inconvenient. In the event that the work on the Leased Premises is not substantially complete and the Certificate of Occupancy has not been received by the Landlord within 60 days of the Occupancy Date, the Tenant shall have the right to terminate the Lease, in its entirety and without notice.

20. COMMENCEMENT OF TERM. The Term of the Lease shall commence thirty (30) days after substantial completion of the construction in the Leased Premises and receipt of a Certificate of Occupancy issued by the authority having jurisdiction. The commencement of Term of the Lease shall be memorialized by mutual execution of Exhibit C of the Lease.
21. CONFLICTS OF INTEREST. The Landlord warrants that no part of the total payment from the Tenant under the Lease shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, or employee of the Landlord in connection with any work contemplated or performed relative to the Lease.

The Landlord acknowledges, understands, and agrees that the Lease shall be null and void if the Landlord is, or within the past six months has been, an employee of the State of Tennessee or if the Landlord is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

The Landlord acknowledges, understands, and agrees that it and its performance under the Lease are subject to State Building Commission Policy and Procedure Item 12, and that Tenant has read and understands all of the provisions and requirements of same.

22. FINANCIAL INTEREST NOTICE. The Landlord's response to the Request for Lease Proposal provided to Tenant a list of names and addresses of persons, associations, or corporations who hold any financial interest in the Leased Premises. Such list shall be immediately revised and provided by the Landlord to the Tenant in the event of a transfer of any such interest.
23. IRAN DIVESTMENT ACT. The requirements of Tenn. Code Ann. § 12-12-101 et. seq., addressing contracting with persons with investment activities in Iran, shall be a material provision of this Contract. The Lessor agrees, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
24. MISCELLANEOUS. The article captions contained in the Lease are for the convenience of the parties only and shall not be considered in the construction or interpretation of any provision hereof. Landlord and its agents shall have reasonable access to the Leased Premises during all reasonable business hours for the purpose of examining same to ascertain if they are in good repair and to make reasonable repairs which Landlord may be required to make hereunder. Acknowledging the privacy protection responsibilities of Tenant, the Parties agree that entry into the Leased Premises by Landlord or its agents without prior permission from Tenant after business hours or without lawful emergency justification can be considered trespass and treated as such by Tenant. The making of repairs by Landlord or its agents shall be coordinated with Tenant to minimize disruptions of Tenant's conduct of business in the Leased Premises. The Lease contains the entire agreement between the parties and supersedes any and all other prior oral and written agreements between the parties regarding the subject matter contained herein and may not be changed or terminated orally but only by agreement in writing and signed by all parties. Landlord and Tenant acknowledge and agree that (i) all exhibits referenced in the Lease (or in any of its exhibits) are incorporated into the Lease by reference, and (ii) any reference to "the Lease," "this Lease," "hereunder," "herein" or words of like import shall mean and be a reference to the Lease including such exhibits. No waiver by either party shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision. The Lease shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, assigns, executors and administrators.
25. RESPECTFUL WORKPLACE. The Landlord acknowledges and understands that the Leased Premises is leased to be used by State of Tennessee employees as their workplace, and that the State of Tennessee is firmly committed to the principle of fair and equal employment opportunities for all of its citizens. State DOHR Policy 12-008 prohibits any unwelcome verbal or written communication, or any physical conduct which creates a hostile work environment for State employees. Landlord itself, its agents and employees agree to be responsible for adherence to this Policy in workplace interactions with State employees, State visitors and State clients.

Add any additional Terms & Conditions & Conditional (Refer to instruction for details)

EXHIBIT B

LEASED PREMISES

County: _____

Assessor's Map and Parcel # : _____

Parcel ID: _____

Deed Book/Page: _____

If the State is the sole tenant of the Building and entirety of the property owned by the Landlord, insert:

The Leased Premises include all improvements located on the real property more particularly described as follows: [include the legal description or depiction of the property from the deed.

If the State leases only a portion of the Building or property owned by the Landlord, insert, as applicable:

The Leased Premises include that portion of the Building known as _____ together with all common areas associated with the Building and; ___ parking spaces. *The Leased Premises are depicted on the attached floor plan.*

DRAFT

EXHIBIT C

COMMENCEMENT DATE AGREEMENT

RE: Transaction Number: _____

LE #: _____

Address of Subject Property:

Lease dated as of _____, by and _____, as Landlord, and the State of Tennessee, as Tenant.

Dear Sirs:

In accordance with the terms of the above captioned Lease, the Term of the Lease will commence on the date that is thirty (30) days after substantial completion of the work set forth in Section 19 of the Lease and a certificate of occupancy for the Leased Premises is issued. Please be advised as follows:

The Commencement Date of the Term of the Lease is the _____ day of _____, 20_____, and the expiration date of the Term of the Lease is the _____ day of _____, 20_____, subject however to the terms and provisions of the Lease.

The Leased Premises contain _____ Useable Square Feet and _____ Rentable Square Feet calculated in accordance with Section 17 of Exhibit A to the Lease. If applicable, the Parties shall promptly enter into an Amendment to the Lease reflecting revised Square Footage, Annual Rent, and Monthly Rental Installments

Terms denoted herein by initial capitalization shall have the meanings ascribed thereto in the Lease.

LANDLORD:

Landlord's Name, Title

Date: _____

ACKNOWLEDGED AND AGREED:

State of Tennessee

By: _____

Title: _____

Date: _____

EXHIBIT D

SPECIAL BUILDOUT AND OTHER SPECIFICATIONS

PROJECT SPECIFIC REQUIREMENTS

ADD AGENCY SPECIFIC LANGUAGE HERE

AS APPLICABLE. Landlord agrees to perform the following improvements to the Leased Premises while coordinating with Tenant so that they are accomplished with minimal impact on Tenant's ongoing operations in the Leased Premises.

Landlord required to provide licensed electrician for electrical needs (ie junction boxes, power poles for furniture, security, or dedicated circuits as programmatic needs may require), and invoice State separately including invoice backup, **upon move in and move out** of space.

When flooring is replaced, Landlord's vendor must supply necessary means to lift of (system) furniture and fixtures **as required** by programmatic needs and at State direction.

GENERAL SPECIFICATIONS

1. General

- a. The Leased Premises, including all common areas and points of ingress and egress, shall be designed and maintained to meet all applicable code requirements for commercial office building construction, including the requirements of the Americans with Disabilities Act.
- b. The Leased Premises shall have a current occupancy permit issued by the local jurisdiction at the time of Tenant's occupancy.

2. Site

- a. The site shall be fully graded, landscaped and maintained in a manner commensurate with market for comparable properties of the same property type and class as the Leased Premises.

3. Structure

- a. Space above ceilings must allow sufficient clearance for ease of installation of Tenant's mechanical and electrical equipment, including but not limited to distribution ductwork, HVAC boxes, lighting and conduit.
- b. The building foundation and below-grade spaces shall be protected with a properly installed foundation drainage and waterproofing system.

4. Building Skin and Roof

- a. The building skin and roof will be complete and weather-tight including all exterior finish materials, cladding, sealants, glass and glazing including vision and spandrel glass, store front glass, exterior doors and hardware, membrane or built-up roofing, ballast, flashing, and other elements required to make the building weather-tight.

5. Building Common Areas

- a. The building entrance lobby, common corridors, restrooms, mechanical spaces, loading dock, trash removal spaces, and other common areas will be substantially complete.
- b. Restrooms shall be complete with all fixtures, partitions, accessories, lavatories, lavatory tops, and mirrors. Fixtures, partitions, and accessories shall be institution grade or better, and shall be water saving type, as appropriate. The finishes in restrooms shall be commensurate with market for comparable properties of the same property type and class as the Leased Premises.

6. Common Walls

- a. Common walls shall include slab-to-slab gypsum wallboard on the public side of all demising walls, corridors, stairwells, and other walls not interior to the Tenant space. All common walls shall be taped, blocked, finished and sanded. Landlord will install sound attenuation insulation on Tenant side of Common Walls and demising walls prior to Tenant finishes being installed.
- b. Common walls shall include entry and exit doors from common areas furnished and installed by Landlord. Doors and hardware shall be building standard or better.

7. Electrical

- a. Landlord shall provide a minimum of 7 watts per square foot for lighting and power.

- b. Landlord shall install all main switchboards, panel boards, distribution boards, transformer, bus duct, feeders and other equipment to completely distribute power to electrical closets on each floor in the Leased Premises. Landlord shall locate an electrical service panel in the electrical closet in the Common Area on the same floor as the Leased Premises. Installation of electrical service up to and including the Tenant's service panel(s) shall be a base building cost.
- c. Landlord shall install all wiring, branch circuiting, conduit and devices for the complete electrical system to all public and common areas. Landlord shall provide at Landlord's expense all power wiring and connection for all mechanical equipment furnished as part of base building. Landlord shall provide at Landlord's expense all power wiring to life safety and fire protection systems.

8. Communications

- a. Landlord shall bring data/telephone service, as provided by the local data/telephone operating company, to the building Main Telephone Room.

9. Lighting

- a. Landlord shall furnish and install lights in all common areas.
- b. Building lighting levels must meet a minimum of 30 foot-candles at the desk and 20 foot-candles in corridors providing ingress and egress to the Leased Premises. Base building shall include a lighting level of at least 10 foot-candles or minimum levels to insure safety in other interior areas as set by the current version of the Illuminating Engineering Society of North America (IESNA). All lighting fixtures should be cleaned at commencement and bulbs and ballasts in working order.

10. Plumbing

- a. Plumbing tie-ins shall be provided for State's use for break room or other functions required by the Permitted Use.

11. HVAC

- a. Building common areas shall include heating, ventilation, and air conditioning systems in accordance compliance with current ASHRAE standards.
- b. All HVAC for the Leased Premises shall be installed with complete distribution to ceiling mounted diffusers and perimeter slot diffusers for exterior zones and distribution to VAV boxes for interior zones.

12. Building Directory

- a. If the Building has multiple tenants, Landlord shall provide a directory in the lobby of the Building.
- b. Landlord shall add Tenant's name to directory, and shall provide Tenant suite signage (suite entry door plaque or hall plaque, matching building graphics standards).

13. Keys

- a. Landlord shall supply Tenant with five (5) sets of keys at no cost. Additional keys shall be provided at Tenant's request at a reasonable cost. Keys should allow access to the Leased Premises, parking areas and other common areas of the Property.

14. Access Control

- a. Landlord shall provide new locks on all exterior doors and doors into common areas.
- b. Tenant may install card access to the Leased Premises at suite entry locations, fire stairs with access into the Leased Premises and interior doors within the Leased Premises compatible with the base building security system. Landlord to provide required infrastructure (ie electricity for system).
- c. Tenant may install keypad, pursuant to Tenant requirements, to the Leased Premises at approved entry and exit of Leased Premises. Landlord to provide required infrastructure (ie electricity for system). Landlord is required to purchase keypad system, but provide backup invoices for Tenant reimbursement.
- d. Tenant may install cameras or other security-related systems, pursuant to Tenant requirements, for the Leased Premises. Landlord to provide required infrastructure (ie electricity for system).
- e. Provide heavy-duty cylindrical hardware within suite and heavy duty mortised lockset at suite entry doors.
- f. Provide locksets on the following doors: offices, enclaves, communication rooms, utility rooms, storage/file rooms, network rooms.

INTERIOR BUILDOUT SPECIFICATIONS

1. Ceiling

- a. Existing ceiling tile and grid shall remain if these materials meet the Minimum Qualification Specification (Section e below) and are in good and attractive condition. Patch and repair grid as needed to accommodate demolition of walls. Replace any damaged or discolored tiles to match existing.
- b. Existing lighting shall be cleaned and re-lamped after construction. All lamps shall be the same color temperature. Coordinate the appropriate lamp color with the State.
- c. Provide 15'-20' whip at all above-ceiling junction boxes for power pole connections.
- d. Minimum ceiling heights shall be a minimum of 8 feet and be proportionate to the open area floor plate size.
- e. Acoustical Panel Ceiling Minimum Qualification Specifications:
- f. General Ceiling
 - i. Acoustical Panel Standard: Comply with ASTM E 1264.
 - ii. Metal Suspension System Standard: Comply with ASTM C 635.
 - iii. Attachment Devices: Size for five times the design load indicated in ASTM C 635, Table 1, "Direct Hung," Comply with seismic design requirements.
- g. Acoustical Panels
 - i. Color: White.
 - ii. LR: Minimum of 0.83.
 - iii. NRC: Minimum of 0.60, Type E-400 mounting according to ASTM E 795.
 - iv. CAC: Minimum of 33.
 - v. Modular Size: 24 by 24 inches (610 by 610 mm) or 24 by 48 inches (610 by 1220 mm).

2. Electrical and Communication

- a. Provide and install conduit, conductors, pull wires, boxes, cover plates, devices, etc., for all outlets as required by the Build Out Plans. All devices shall be a consistent color.
- b. Contractor shall be responsible for all coordination and final electrical connections for furniture (systems furniture, conference/training tables, etc.). Coordinate with State for specifics on wiring configurations. For general planning purposes, provide 1 circuit per every 2 standard workstations as required by the Build Out Plans.
- c. Provide 1 voice/data per standard workstation as required by the Build Out Plans.
- d. Provide 2 duplex power outlets and 1 voice/data per standard office as required by the Build Out Plans.
- e. Provide 2 duplex power outlets and 1 voice/data per enclave as required by the Build Out Plans.
- f. At minimum, all enclosed rooms (such as storage and file rooms) to have (2) convenience duplex power outlets as required by the Build Out Plans.
- g. Lighting and controls shall be properly zoned. Separate light switches for hardwall spaces shall be provided as required by the Build Out Plans.

3. Partitions

- a. All existing perimeter sill walls and core walls throughout space shall be freshly painted in an eggshell or satin paint finish.
- b. All new partitions to be 5/8" drywall and 3 5/8" metal studs with sound attenuation blankets inside the partition. Additional sound blankets to be provided above partitions on ceiling tile, 2'-0" on either side of all new or existing partitions not extending to the deck.
- c. Partitions around all new conference rooms, training rooms, break rooms, meeting rooms, and restrooms, shall extend to the deck. Sound attenuation blankets shall be provided inside the partition, seal all penetrations within partitions including power/data boxes and at the connection of the partition to the deck.
- d. Connections from partition to mullion will require an acoustically sealed connection.
- e. Finish partitions completely to floor.

4. Glazing

- a. All office, enclave, break room, and conference room front walls shall have a 3'-0" wide sidelite with 1/4" clear tempered glass in 2" welded hollow metal frame with a solid core door (match building standard), and etched film on 3'-0"w full height sidelights. Framing for glass sidelights and windows shall be integral with doorframes and not separated by drywall.

5. Doors and Frames

- a. Interior doors shall match building standard height and finish; at a minimum, all doors shall be solid core, 7'-0" in height.
- b. Interior doorframes shall be 2" welded hollow metal steel, painted.
- c. All hardware shall match existing building standard finish. At a minimum, all hardware shall be lever handle. All doors shall include the following: doorstops, silencers, lever hardware, mortised ball bearing hinges. All office doors shall include a coat hook. In addition, pairs of doors shall include the following as determined by function: dummy trim, closer coordinators, flush bolts, dust proof strikes, ball catch (as required).
- d. All main entrance public access doors shall be metal frame glass storefront entrance type with double-pane glass. Exterior exit doors shall be metal framed with insulated flush type metal door. All exterior doors must be equipped with commercial grade closers and hardware.

6. Window Treatments

- a. All exterior windows shall be equipped with inside mount aluminum horizontal mini-blinds of color and quality acceptable to the State. State may determine that repair or replacement, in part or entirety, of existing blinds is acceptable.

7. Finishes

- a. Doors, frames, hardware, ceiling tile and grid and lights shall be reused if approved by the State.
- b. Carpet shall be modular tiles laid with low VOC adhesives. Carpet shall generally be laid in a monolithic, ashlar or brick laid pattern. Carpet shall not be laid in a quarter turn pattern unless noted specifically. If not replaced, existing floors must be cleaned as appropriate prior to Commencement.
- c. Carpet must meet the following minimum qualification specifications:
 - i. Products: All manufacturers to provide modular tile products as specified below and in addition to meeting the minimum requirements.
 - ii. Commercial Face Fibers: High performance premium branded Nylon required to be third party certified post-consumer recyclable and defined as a commercial grade nylon fiber from a carpet or fiber manufacturer nationally recognized by the flooring industry; the nylon fiber shall have a documented five (5) year minimum successful testing period; Note: OLEFIN FIBER IS NOT ACCEPTABLE.
 - iii. Pile Characteristic: Level-loop, Cut-and-loop pile, Shear-and-loop pile.
 - iv. Density: Minimum rating of 5,000 or higher.
 - v. Stitches: Minimum of 9 stitches per inch.
 - vi. Gage: 1/12 inch minimum.
 - vii. Surface Pile Weight: Minimum 20 oz. per square yard.
 - viii. Dye System: Minimum of 50% solution dyed or yarn dyed (Type 6, Type 6,6 or proven equal).
 - ix. Backing System: Provide applicable backing system based on carpet type/brand selected.
 - x. Size: 24 by 24 inches (610 by 610 mm) or larger.
 - xi. Applied Soil-Resistance Treatment: Duratech, Protech, or equal (specify with proposal).
 - xii. Antimicrobial Treatment: Manufacturer's standard material according to AATCC174.
- d. Provide 4" coved rubber base in areas specified to receive new flooring. All base shall be continuous roll base (not 4' segments).
- e. All walls to have one prime coat and 2 finish coats of eggshell or satin finish. Door and window frames shall have semi-gloss finish. Drywall ceilings shall have flat finish. State may determine that only touch up is required. New paint may be required for short-term leases.
- f. Where identified as laminate finish on casework, use color core laminates for exposed surfaces for doors, drawers, counter tops and splashes. The underside of all vertical laminate panels in wet areas shall receive a laminate or pvc edge to prevent water from wicking up through laminate panel substrates. Counters and splashes shall be thoroughly caulked to walls and countertops using clear silicone caulk.

8. Break Rooms

- a. Finishes: VCT floor tile in a floor pattern using 3 different colors, plastic laminate base and wall cabinets.
- b. Provide double bowl, under mount stainless steel sink with hot/cold water.
- c. Provide dedicated outlets for refrigerators, microwaves, and (2) coffee makers. Provide (3) standard wall duplex outlets at 42" AFF in kitchen area. Provide (2) additional wall outlets at other walls for convenience purposes.

9. Copy Rooms / Areas

- a. Finishes: VCT flooring, plastic laminate base and wall cabinets, plastic laminate countertop. Cabinetry shall be sufficient to meet the needs of the Tenant at its sole discretion.
- b. Provide (2) wall duplex outlets (one circuit) and (2) voice/data outlets at 42" AFF in work area.

10. Telecom Rooms

- a. Finishes: VCT flooring, 4" rubber base.
- b. Walls shall extend to deck; no lay-in ceiling.
- c. A minimum of a half-ton (5,000 BTU's) of cooling for coverage of equipment is required. Stand-alone mechanical unit is preferred. If stand-alone is not possible, then the space should be removed from the EMS and have VAV-type controls.
- d. Provide at least a 3" conduit from the interior telecom room or non-common space to an exterior right of way or utility easement for new service provider connection. Coordinate with service provider.
- e. Each telecom room should be a minimum of 8' x 10' in size, with one room per 15,000 square feet of usable space. Telecom rooms shall align vertically if in a multiple-floor facility.
- f. Doors to telecom rooms shall open out into the corridor, if possible. If this is not possible, then locate the door in an area with minimal clearance impact.
- g. Provide at least (2) dedicated quad outlets, 110 volt, 20 amp circuits, in addition to the normal service outlets.
- h. The State cabling contractor, at State's expense, shall install a grounding bus bar and place correctly-sized conductor back to the main panel for facility personnel to connect.
- i. Telecom rooms do not include space for building/energy automation/management, life safety controls, or security, audio, or CC/CATV systems.

11. Conference Rooms

- a. All conference rooms that seat (8) people or more shall have (2) power and voice/data outlets. Larger Conference rooms of greater than (18) people shall have (4) power and (2) voice/data outlets.
- b. Lighting switching shall provide flexibility for a variety of scene configurations for different presentations and meetings. Fixtures shall provide both ambient lighting to the table as well as accent wall wash lighting at the perimeter of the room.
- c. Coordinate placement of switches, AV screens, furniture, & doors so as to avoid conflicts when components are in use.

12. Restrooms

- a. All restrooms shall be equipped with liquid soap dispensers and mirrors, and either paper towel dispensers or hand blow dryers.
- b. Provide a floor drain in each restroom.

13. Janitor Closet

- a. Finishes: VCT flooring, 4" rubber base.
- b. Provide storage for equipment, materials, and supplies, in a minimum 25 sf room.
- c. Provide service sink with hot and cold water and a floor drain.

14. Building Interior

- a. Provide (accessible) chilled drinking fountains as per code requirements. If it is deemed necessary to replace existing or incorporate additional drinking fountains, equipment shall be able to accommodate a water bottle refill component.
- b. Provide evacuation maps and other interior signage as required and requested by the State. Coordinate locations with the State. May be required for short-term leases.

15. Building Exterior

- a. Provide exterior canopies at all building entrances and exits, as well as a vestibule/airlock at all public entrances.
- b. Provide exterior signage and dumpster access. May be required for short-term leases.
- c. Hard-surface exterior walkways shall be provided to connect all Building entrances and exits to on-site parking lots or other hard-surfaced areas