

LEASE NO. GS-05P-LOH19453

This Lease is made and entered into between **Transportation Research Center Inc. (Lessor)**,
whose principal place of business is:

10820 State Route 347, Bldg 50, East Liberty, OH, 43319-0337 and whose interest in the Property described herein is that of Ground Lessee, and
The United States of America (Government),

acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at:

10820 State Route 347, Bldgs. 60 and 61, East Liberty, OH 43319-0337

and more fully described in Section 1, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning **October 1, 2017** and continuing for a period of
20 Years, 15 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

[Redacted Signature]

Name: Brett Roubinek

Title: President & CEO

Entity Name: Transportation Research Center Inc.

Date: 8/18/17

FOR THE GOVERNMENT:

[Redacted Signature]

Name: Linda D. Hottel

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 08/28/17

WITNESSED FOR THE LESSOR BY:

[Redacted Signature]

Name: Howard A. Tryon III

Title: Broker

Date: 8/18/17

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.1 THE PREMISES (SEP 2015)

The Premises are described as follows:

A. ~~Office and Related Space: 62,518~~ rentable square feet (RSF), yielding ~~61,329~~ ANSI/BOMA Office Area (ABOA) square feet (SF) of Test Lab and office and related Space located in Building 60 and 61, and ~~4,928~~ rentable square feet (RSF), yielding ~~4,834~~ ANSI/BOMA Office Area (ABOA) square feet (SF) of warehouse space.

~~A. Office and Related Space: XX rentable square feet (RSF), yielding XX ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space and an additional XX RSF, yielding XX ABOA SF of free space (for which the Government will not be charged rent, including real estate taxes and operating cost escalations) in excess of the total XX RSF/XX ABOA SF indicated above, for a total of XX RSF (yielding XX ABOA SF), located on the XX floor(s) and known as Suite(s) XX, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit XX. All rights, responsibilities, and obligations that bind the Lessor and Government under this lease agreement, including the General Clauses, and any other attachments hereto, shall pertain to the entire space under lease, including the free space.~~

B. Common Area Factor: The Common Area Factor (CAF) is established as **1.01939** percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

C. INTENTIONALLY DELETED

1.2 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: **125** parking spaces, reserved for the exclusive use of the Government, of which 125 shall be surface/outside parking spaces. These spaces must be secured and lit in accordance with the Security requirements set forth in the lease. The cost of parking is part of the rental consideration.

B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

1.3 RENT AND OTHER CONSIDERATION (SEP 2015)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$ 621,847.34	\$1,026,528.12
TENANT IMPROVEMENTS RENT	\$ 0.00	\$ 0.00
OPERATING COSTS ²	\$ 541,763.20	\$ 541,763.20
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ³	\$ 8,821.44	\$ 0.00
PARKING	\$ 0.00	\$ 0.00
TOTAL ANNUAL RENT	\$1,172,431.98	\$1,568,291.32

¹Shell rent calculation:
 (Firm Term): **\$9.22**(rounded) per RSF multiplied by **67,446** RSF
 (Non Firm Term) **\$15.22** per RSF multiplied by **67,446** RSF

²Operating Costs rent calculation: **\$8.03 (rounded)** per RSF multiplied by **67,446** RSF

³Building Specific Amortized Capital (BSAC) of **\$87,114.30** are amortized at a rate of **6.00%** percent per annum over **15** years

B. In instances where the Lessor amortizes either the TI or BSAC for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

C. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

D. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

E. INTENTIONALLY DELETED

F. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

G. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered and active in SAM.

H. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

I. Parking shall be provided at a rate of \$0.00 per parking space per month (surface/outside).

~~J. In accordance with the Lease negotiations, the Lessor has offered free rent to the Government for the first XX (X) months of the Lease. Therefore, the first XX (X) months of the Lease shall be provided at no cost to the Government.~~

1.4 ~~BROKER COMMISSION AND COMMISSION CREDIT (SEP 2015)~~ INTENTIONALLY DELETED

1.5 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than 270 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

~~1.6 RENEWAL RIGHTS (SEP 2013)~~

~~This Lease may be renewed at the option of the Government for a term of XX YEARS at the following rental rate(s):~~

OPTION TERM, YEARS XX-XX		
	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	\$XX	\$XX
OPERATING COSTS	OPERATING COST BASIS SHALL CONTINUE FROM THE EFFECTIVE YEAR OF THE LEASE. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.	

~~provided notice is given to the Lessor at least XX days before the end of the original Lease term, all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.~~

1.7 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2015)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
GSA Form 1217: LESSORS ANNUAL COST STATEMENT	2	A
FLOOR PLAN(S)	1	B
AGENCY REQUIREMENTS	46	C
SECURITY REQUIREMENTS	8	D
SECURITY UNIT PRICE LIST	2	E
GSA FORM 3517B GENERAL CLAUSES	46	F
GSA FORM 3518-SAM, ADDENDUM TO SYSTEM FOR AWARD MANAGEMENT (SAM) REPRESENTATIONS AND CERTIFICATIONS (ACQUISITIONS OF LEASEHOLD INTERESTS IN REAL PROPERTY)	2	G
SMALL BUSINESS SUBCONTRACTING PLAN	12	H
FACILITY OPERATING GUIDELINES	56	I

1.8 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2015)

A. The Tenant Improvement Allowance (TIA) for purposes of this Lease is **\$20.00** per ABOA SF or \$1,323,260.00 based on 66,163 ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of **6.00%** percent.

B. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.

C. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

D. If it is anticipated that the Government will spend more than the allowance identified above, the Government may elect to:

1. Reduce the TI requirements;
2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
3. Negotiate an increase in the rent.

1.9 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)

For pricing TI costs, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES (% OF TI CONSTRUCTION COSTS)	5.00%
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	5.00%
General Contractor (% OF TI CONSTRUCTION COSTS)	7.00%
General Conditions (% OF TI CONSTRUCTION COSTS)	5.00%

1.10 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)-INTENTIONALLY DELETED

1.11 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)-INTENTIONALLY DELETED

1.12 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is **100** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **67,446** RSF by the total Building space of **67,446** RSF.

1.13 REAL ESTATE TAX BASE (SEP 2013)

The Real Estate Tax Base, as defined in the "Real Estate Tax Adjustment" paragraph of the Lease is **\$131,817.15**. Tax adjustments shall not occur until the tax year following lease commencement has passed.

1.14 OPERATING COST BASE (SEP 2013)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be **\$8.03 (rounded)** per RSF (**\$541,763.20** annum).

1.15 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by **\$1.50** per ABOA SF of Space vacated by the Government. To be eligible for a vacant space credit, the space vacated must be a defined area with no Government occupancy which the lessor is not required to clean or light.

1.16 HOURLY OVERTIME HVAC RATES (AUG 2011)

The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- **\$40.00** per hour per floor

1.17 24-HOUR HVAC REQUIREMENT (SEP 2014)

- A. 600 ABOA SF of the Space shall receive cooling at all times (24 hrs a day, 365 days a year) for purposes of cooling the designated server room. The BTU output of this room is established as 35,000 BTU/hour. The temperature of this room shall be maintained at 65 (+/- 3)degrees F, with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes.
- B. 1100 ABOA SF of the Space (DML Test Lab) shall receive cooling at all times (24 hrs a day, 365 days a year.) The BTU output of this room is established as 7,500 BTU/hour. The temperature of this room shall be maintained at 70 (+/- 2%) degrees F, with humidity control not to exceed 55% relative humidity, regardless of outside temperature or seasonal changes.
- C. The 24 hour cooling service shall be provided by the Lessor at an annual rate of **\$0.00** per ABOA SF of the area receiving the 24-hour cooling and is not to be included in the monthly operating costs. Also, the hourly overtime HVAC rate specified under the paragraph "Hourly Overtime HVAC Rates" shall not apply to any portion of the Premises that is required to have 24ur cooling.
- D. The Lessor shall submit monthly invoices, in arrears, for this cost to the LCO or the LCO's designated representative at the address below:

- E. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

1.18 BUILDING IMPROVEMENTS (MAR 2016)

Within 6 months of the lease commencement, the Lessor shall complete the following additional Building improvements; notwithstanding the items listed below in the Section, the Premises is accepted in its "as-existing" condition. The Lessor shall maintain the Premises and appurtenant areas in good working order throughout the term of this lease:

- A. Outdoor lighting: upgrade and/or replace the outdoor lighting at the Premises to include new wall packs and light poles;
- B. Exterior windows : upgrade and replace the exterior windows of the Building to meet the minimum and facility security level requirements;
- C. Bathrooms and showers: the bathrooms will be upgraded / remodeled to include new or overhauled partitions, fixtures, floor tiles, counter tops, sinks, paper towel dispensers, and toilet paper dispensers; further, the walls will be patched and repainted, a new hot-water recirculation system will be installed and new electrical and lighting will be replaced throughout;
- D. Server Floor Replacement: upgrade and/or replace the flooring of the server room(s) to include new resilient wall base, tile sheet carpeting, and access flooring;
- E. Façade removal: removal of five foot high knee wall on upper part of Building 60;
- F. MD-6 replacement: new garage swing-out door to include new electrical, paint and reinstall of lockset;
- G. Door hardware; install new hardware throughout the space in order to ensure compliance with ADA / ABBAS minimum requirements.

1.19 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.