

PROPOSAL PACKAGE COVER SHEET

High-Bay/Garage/Warehouse Space

Located in:

Knox County, Tennessee

RFP TRANSACTION NUMBER # 2020-12-001

STATE OF TENNESSEE

University of Tennessee



Any blank spaces may cause Proposal to be unacceptable and rejected.

Proposer Identification:

Proposer

Address

The Proposer received the following amendments to the RFP, and this Proposal reflects the Proposer's consideration of these amendments: [list amendments received, if any]

PROPOSAL STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Proposer must sign and complete the Proposal Statement of Certifications and Assurances below as required, and it must be included in the Proposal (as required by RFP Attachment 6.2., Proposal Evaluation Guide, Section A, Item A.1.).

The Proposer does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

1. The Proposer will comply with all of the provisions and requirements of the RFP.
2. The Proposer will perform pursuant to the terms of the lease agreed to by the parties, if applicable, for the total lease term.
3. The Proposer will comply with:
 - (a) the laws of the State of Tennessee;
 - (b) Title VI of the federal Civil Rights Act of 1964;
 - (c) Title IX of the federal Education Amendments Act of 1972;
 - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
 - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
4. To the knowledge of the undersigned, the information detailed within the proposal submitted in response to the RFP is accurate.
5. The proposal submitted in response to the RFP was independently prepared, without collusion, under penalty of perjury.
6. No amount 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, employee, subcontractor, or consultant to the Proposer in connection with the RFP or any resulting lease.
7. The proposal submitted in response to the RFP shall remain valid for at least 90 days subsequent to the date of the Proposal opening and thereafter in accordance with any lease entered into pursuant to the RFP.

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. **By signing this Proposal Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any lease awarded pursuant to it. If the signatory is not the Proposer (if an individual) or the Proposer’s company *President or Chief Executive Officer*, this document must attach evidence showing the individual’s authority to bind the proposing entity.**

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE PROPOSING ENTITY

Signature: _____

PRINTED NAME AND TITLE: _____

DATE: _____

PROPOSER LEGAL ENTITY NAME: _____

PROPOSER FEDERAL ID NUMBER OR SSN: _____

MANDATORY REQUIREMENTS PROPOSAL

Proposer Legal Entity Name:	
Proposed Building Address:	
Proposer Signature:	
Printed Name and Title:	
Date:	

The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.

The RFP Coordinator will review the proposal to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. In addition to the Mandatory Requirement Items, the RFP Coordinator will review each proposal for compliance with all RFP requirements.

Proposal Page # (Proposer completes)	Item Ref.	Mandatory Requirements	Pass/Fail (State Use ONLY)
		The Proposal must be delivered to the State no later than the Proposal Deadline specified in the RFP Section 2, Schedule of Events.	
	A.1	<p>The space offered is identified and described as follows (<u>Address of proposed space should be the 911 Emergency Address</u>):</p> <p style="margin-left: 40px;">Name of Building _____</p> <p style="margin-left: 40px;">911 Street Address _____</p> <p style="margin-left: 40px;">City _____ State _____</p> <p style="margin-left: 40px;">Zip Code _____</p>	
	A.2.	<p>Statement of Certifications and Assurances: Provide the Proposal Statement of Certifications and Assurances (RFP Attachment 6.1.2.) completed and signed by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting lease. The document must be signed without exception or qualification.</p>	

Proposer Legal Entity Name:			
Proposed Building Address:			
	A.3.	<p><u>Conflict of Interest:</u> Provide a statement, based upon reasonable inquiry, of whether the Proposer or any individual who shall perform work under the lease has a possible conflict of interest (<i>e.g.</i>, employment by the State of Tennessee) and, if so, the nature of that conflict.</p> <p>NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.</p>	
	A.4.	Provide the Usable Square Footage of the Proposed Space.	
	A.5.	Provide Site Location and Access Maps.	
	A.6.	Provide photographs: a building elevation, the primary entrance lobby, and at least one as-is photo of each floor proposed.	
State Use – RFP Coordinator Signature, Printed Name & Date:			

COST PROPOSAL	
Proposer Legal Entity Name:	
Proposed Building Address:	
Proposer Signature:	
Printed Name and Title:	
Date:	

SECTION A - PROPOSAL TERMS

The Proposer must address all items detailed below and provide, in sequence, the information as requested (referenced with the associated item references).

Note: Proposer must answer each question as set forth in this section. Any blank spaces shall be considered as giving the State the right to provide an estimate for the associated costs.

- A. **Delivery Date:** Please indicate the date you anticipate being able to deliver the Premises to State in the condition specified in RFP Attachments 6.4 and 6.6. (collectively, the “Landlord’s Delivery Requirements”):

SECTION A CONTINUES ON NEXT PAGE

Proposer Legal Entity Name:	
Proposed Building Address:	

B. Financial Interest Parties: As required by T.C.A. Section 12-2-114, the names of any and all persons financially interested in the Lease are as follows:

Name _____

Telephone Number _____

Address _____

Name _____

Telephone Number _____

Address _____

Name _____

Telephone Number _____

Address _____

Name _____

Telephone Number _____

Address _____

Name _____

Telephone Number _____

Address _____

THIS ITEM MUST BE COMPLETED

(use additional copies of this page as necessary)

**Proposer Legal
Entity Name:**

**Proposed
Building
Address:**

SECTION B—RENTAL RATE

The responses to RFP Attachment 6.3.B. will be analyzed to establish the Average Annual Effective Cost. The Cost Proposal shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency.

Note: Proposer must answer each question as set forth in this section. Any blank spaces shall be considered as giving the State the right to provide an estimate for the associated costs.

1. **Rental Rate:** Please use the table below to propose your rental rate(s). The State desires to have a full service rental rate with no pass through of operating expenses. Any base rental rate escalations should be fixed escalations rather than indexed escalations. Please quote all rental rates on a per rentable square foot basis. Any adjustments to the base rental rates (such as free rent) should be reflected in the table.

Complete the table below to indicate the rental rate the Proposer is willing to offer the State for either of the following proposals.

Proposal A:

- Termination Rights— The State may terminate the Lease for convenience or for cause. (See Paragraph 7 of the Lease).

Proposal B:

- Termination Rights—The State may only terminate the Lease for cause as described in Paragraph 7B of the Lease. (Paragraph 7A of the Lease to be deleted).

Proposal A: _____ Year Term with Termination for Convenience

	Rate/RSF	Annual Rental Rate
Year 1		
Year 2		
Year 3		
Total Base Rent for the Proposed Term:		

SECTION B CONTINUES ON NEXT PAGE

Proposer Legal Entity Name:	
Proposed Building Address:	

Proposal B: _____ Year Term without Termination for Convenience

	Rate/RSF	Annual Rental Rate
Year 1		
Year 2		
Year 3		
Total Base Rent for the Proposed Term:		

Proposal C: _____ Year Term with Termination for Convenience

	Rate/RSF	Annual Rental Rate
Year 1		
Year 2		
Year 3		
Total Base Rent for the Proposed Term:		

Proposal D: _____ Year Term without Termination for Convenience

	Rate/RSF	Annual Rental Rate
Year 1		
Year 2		
Year 3		
Total Base Rent for the Proposed Term:		

SECTION B CONTINUES ON NEXT PAGE

Proposer Legal Entity Name:	
Proposed Building Address:	

2. Standard Cost Estimates: Unless noted in an Alternate Cost Proposal that the categories of costs set forth below will be included in the base rent proposed by a Proposer, the Standard Cost Estimates set forth below shall be used in the evaluation of responses to this RFP:

Standard Cost Estimate Item	Standard Cost Estimate Amount

State Use –Calculation Formula

To calculate the Average Annual Effective Cost, the RFP Coordinator perform the following calculation for each proposal provided:

$$\frac{\text{Total Base Rent for the Proposed Term} + \text{applicable Standard Cost Estimates}}{\text{Proposed lease term}}$$

State Use- Calculation Results

Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.

Average Annual Effective Cost for Proposal A:

Average Annual Effective Cost for Proposal B:

Average Annual Effective Cost for Proposal C:

Average Annual Effective Cost for Proposal D:

State Use – RFP Coordinator Signature, Printed Name & Date:

STANDARD FORM OF LEASE
(see attached)

AGENCY:	
ALLOTMENT CODE:	COST CENTER:

This Instrument Prepared By:
 State of Tennessee
 Real Estate Asset Management
 William R. Snodgrass Tennessee Tower
 312 Rosa L. Parks Avenue, Suite 2200
 Nashville, TN 37243-1102

LE NO.

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

State is Tenant

This lease document is not effective or binding unless approved in accordance with all applicable laws.

LEASE

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

2. Tenant: State of Tennessee Landlord Name and Address: _____ _____ _____

3. Leased Premises: space in the Building as identified herein and more particularly described on Exhibit B together with all Common Areas, including, without limitation, parking.

4. Rentable Square Feet: _____

5. Term of Lease: _____ year(s) and _____ month(s) Commencement Date of Lease Term (and of the obligations hereunder): _____ Expiration Date of Lease Term: _____ If no fixed Commencement Date is inserted, 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 _____ days prior to the date the termination becomes effective; provided, however, that such termination shall not be effective prior to _____.

Monthly Rental Installments Table			
7. Lease Year(s)	Annual Rental	Monthly Rental Installments	Rental Rate Per Rentable Square Foot
	\$	\$	\$

8. Utilities & Services: <input type="checkbox"/> All utilities are included in the Monthly Rental Installments. <input type="checkbox"/> The following utilities are not included in the Monthly Rental Installments: _____ <input type="checkbox"/> Tenant is solely responsible for payment of the following separately metered utilities: <input type="checkbox"/> electric <input type="checkbox"/> gas <input type="checkbox"/> water/sewer <input type="checkbox"/> Janitorial services are not included in the Monthly Rental Installments.

9. Improvements (check any that apply): Leasehold Improvement Allowance: \$ _____ per Rentable Square Foot <input type="checkbox"/> A. Existing Space (New Tenant or Renewal) <input type="checkbox"/> B. Landlord to build out space pursuant to Exhibit _____

10. This Lease is a sublease pursuant to that certain _____ dated effective _____ by and between _____, as landlord, and Landlord, as tenant. If not checked, this paragraph is not applicable.

11. Attached hereto and incorporated herein for all purposes are the following additional exhibits: Exhibit A -- Lease Standard Terms and Conditions; Exhibit B -- Floor Plan; <input type="checkbox"/> Other -- Exhibit C -- Commencement Date; <input type="checkbox"/> Other -- Exhibit D -- _____

LANDLORD: By: _____ Date: _____ Name: _____ Title: _____	TENANT: STATE OF TENNESSEE By: _____ Robert E. Oglesby, Commissioner of Department of General Services Date: _____ By: _____ Robert E. Cooper, Jr., 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 within named Landlord, and that he/she, executed the foregoing instrument for the purposes therein contained

Witness my hand and seal, at office in _____, Tennessee, this the ____ day of _____, 2013.

Notary Public
My Commission Expires: _____

TENANT 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 _____, 2013.

Notary Public

My Commission Expires:

EXHIBIT A

State is Tenant

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 in this Exhibit A 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 this 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.

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 at Landlord's address as set forth on the Lease, provided Landlord has submitted a completed the ACH Form (as defined below) to Tenant. Landlord shall not invoice Tenant for services until Landlord has completed this form and submitted it to Tenant. The Monthly Rental Installments shall be prorated for any partial calendar month during the Term.

No payment shall be made by Tenant under this Lease until Tenant has received the following documentation properly completed:

1. Landlord shall complete, sign and present to Tenant an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by Tenant. By doing so, Landlord acknowledges and agrees that, once said form is received by Tenant, all payments to Landlord, under this or any other contract Landlord has with Tenant shall be made by Automated Clearing House (ACH).

2. Landlord shall complete, sign and present to Tenant a "Substitute W-9 Form" provided by Tenant. The taxpayer identification number detailed by said form must agree with Landlord's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Lease.

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 this 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 utilities are included in the Monthly Rental Installments, then 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. Electrical, gas, water and sewer, if provided by Landlord, must be provided on a 24 hours per day, 7 days a week basis. Heat, ventilation and air conditioning must be provided at least during the hours of 6:00am-7:00pm, Monday through Friday; provided, however, that 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%. If utilities are included in the Monthly Rental Installments, then the Tenant shall reimburse the Landlord annually for the cost of utilities associated with and properly allocable to the Leased Premises in excess of \$1.75 per square foot. The Landlord shall provide the Tenant, on an annual basis at the end of each year of the term of this Lease, a detailed list of costs subject to reimbursement under this paragraph. In order for any expenses to be reimbursable hereunder by the Tenant, the costs incurred by the Landlord must have been reasonable and necessary. The Landlord shall maintain documentation for all charges against the Tenant under this Lease. The books, records and documentation of the Landlord, insofar as they relate to reimbursement by the Tenant for costs incurred, whether in whole or in part, shall be maintained in conformity with generally accepted accounting principles for a period of three (3) full years from the date of what amounts to the final payment under this 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.

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 repair, maintenance and replacement of 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 exterior of the Building and 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; (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. Tenant shall be permitted to maintain, inspect, repair and replace any equipment or fixtures installed by Tenant on the Leased Premises (the "Tenant Maintenance"), and Landlord shall hold Tenant harmless for any damage to the Leased Premises caused by the Tenant Maintenance.

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 janitorial services are included in the Monthly Rental Installments, Landlord shall, at Landlord's expense, provide janitorial services 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; 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. TENANT'S OBLIGATIONS. In addition to the said rent to be paid, Tenant also agrees to pay directly during the term of the Lease, commencing on the Commencement Date, the following items of expense as the same become due and payable:

- A. ***[Optional] The cost and expense to keep the interior clean, maintaining suitable receptacles for trash and refuse, and removing from the interior all accumulations of trash and refuse.***
- B. ***[Optional] The cost to service, keep and maintain the interior, including fixtures, doors, interior walls and appurtenances in good condition, repair and working order.***
- C. The cost of all separately metered utilities supplied to the Leased Premises.
- D. All service costs and installations of all telephone or data services.

5. 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 this Lease or any renewal or extension thereof, or within a reasonable time thereafter.

6. TERMINATION FOR CAUSE. Tenant may in its sole discretion terminate this 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 this 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 this Lease; (d) misrepresentations contained in the response to the request for proposal or committed during the negotiation, execution or term of this 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 8** hereof. Notwithstanding the foregoing, all terms and conditions of the Lease are made subject to the continued appropriations by the appropriate Legislative Body.

7. 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 this Lease, Landlord shall promptly notify Tenant.

8. **DEFAULT.** 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:

- A. 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 re-enter the Leased Premises with legal process and relet 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 reletting. Landlord shall make its best efforts to relet 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.
- B. 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.

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 the rent next 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.

9. **END OF TERM.** At the termination of this 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 this 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 this 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 this Lease, Landlord and Tenant shall each have the right to terminate this Lease by delivering written notice to the other at least ninety (90) days prior to the desired expiration date.

10. **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. 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. Landlord has 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 in the event of a transfer of any such interest. The Lease Proposal Package from which this lease originated and the Landlord's response to the Lease Proposal Package (collectively, the "Proposal Package") is hereby incorporated in the Lease; provided, however, that in the event of any conflict between the terms of the Proposal Package and the Lease, the terms of the Lease shall control.

11. **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.

12. 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, 22nd Floor, Nashville, Tennessee 37243.

13. 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.

14. SUBORDINATION, ATTORNMEN 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.

15. APPROVALS. Neither this 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.

16. COMPLIANCE WITH LAWS. Landlord represents and warrants to Tenant that as of the date of execution of this Lease, the Building complies 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. Landlord shall provide all life safety equipment, including but not limited to, fire extinguishers and smoke alarms, in compliance with applicable municipal building codes.

17. 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 this 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, this Lease and the obligations of both parties to perform and comply with all of the other terms and provisions of this Lease shall in no way be affected, impaired, or excused.

18. 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 three (3) full years from the date of what amounts to the final payment under this 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.

19. SPACE AUDIT. Landlord certifies that the rentable square feet set forth in the Lease is accurate to the best of its knowledge. Tenant reserves the right to perform physical measurements of the Leased Premises and adjust the Monthly Rental Installments proportionally based upon such measurements. Tenant shall use the current Building Owner's and Manager's Association standards of measurements for either single or multi-tenant occupancy, whichever is applicable.

20. 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 this 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 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.

**EXHIBIT B
FLOOR PLAN**

See attached

EXHIBIT C
COMMENCEMENT DATE

Commencement Date Agreement

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

Dear Sirs:

Pursuant to the terms of the above captioned Lease, please be advised as follows:

1. The Commencement Date of the Lease Term is the ____ day of _____, 201__, and the Expiration Date of the Lease Term is the ____ day of _____, _____, subject however to the terms and provisions of the Lease.
2. Terms denoted herein by initial capitalization shall have the meanings ascribed thereto in the Lease.

LANDLORD

By: _____

Title: _____

ACKNOWLEDGED AND AGREED:

State of Tennessee

By: _____

Title: _____

EXHIBIT D
BUILD OUT TERMS

Landlord, at Landlord's sole cost and expense, shall cause to be prepared by Landlord's architect or engineer the following:

- (a) Detailed working drawings and specifications, including mechanical and electrical plans and specifications where necessary for the installation of air conditioning system and ductwork, heating, electrical, plumbing and other engineering plans (collectively, the "Plans"), for Landlord's build-out of the Leased Premises (the "Landlord's Work"); and
 - (b) Any subsequent modifications to the construction documents and specifications required by Landlord or requested by Tenant and agreed to by Landlord.
2. Landlord shall submit for Tenant's approval the Plans within ____ (____) days of the date of this Lease. If Tenant has not approved the Plans within fifteen (15) days of receipt, then the Plans shall be deemed disapproved. If Tenant disapproves the Plans, Landlord shall revise and resubmit the same to Tenant for approval within ten (10) business days following receipt of Tenant's disapproval, which process shall continue until the Plans are approved. A copy of the Plans shall be attached to the Lease as Exhibit B.
3. Any approval by Tenant of or consent by Tenant to any plans, specifications or other items to be submitted to and/or reviewed by Tenant pursuant to this Lease shall be deemed to be strictly limited to an acknowledgment of approval or consent by Tenant thereto and such approval or consent shall not constitute the assumption by Tenant of any responsibility for the accuracy, sufficiency or feasibility of any plans, specifications or other such items and shall not imply any acknowledgment, representation or warranty by Tenant that the design is safe, feasible, structurally sound or will comply with any legal or governmental requirements, and Landlord shall be responsible for all of the same.
4. Landlord's Work requested by Tenant and approved by Landlord shall be performed (i) by Landlord's contractor or another contractor approved by Landlord, (ii) in a good and workmanlike manner, and (iii) in accordance with all applicable laws, ordinances, rules and regulations of governmental authorities having jurisdiction over the Leased Premises.
5. In the event the Landlord's Work is unreasonably delayed for any reason not attributable to Tenant, Tenant shall notify Landlord, and Landlord shall have ____ days to cure such failure. If the failure is not capable of being cured within a _____ day period, Landlord shall be afforded a reasonable period of time to cure the failure, provided that Landlord promptly commences curing the failure after the notice and brings the cure to completion with due diligence. If Landlord fails to commence a cure during such time period or does not diligently pursue the cure to completion, then Tenant, in its sole discretion, shall have the right to terminate the Lease. Any delay due to the action or inaction of Tenant shall not be considered attributable to Tenant unless Landlord has previously notified Tenant of Tenant's role in such delay.

Project Specific Attachment

Location: Up to approximately 3 miles from the University of Tennessee campus in Knoxville. Generally bounded on the North by the intersection of Maryville Pike and North Broadway, on the East by the intersection of Island Home Avenue and Home Street, on the South by the intersection of Maryville Pike and Maloney Road and on the West by the intersection of Kingston Pike and Lyons View Pike – Knox County, Tennessee

Space Requirement: 3,000 square feet with the following:

- Three phase power
- Slab thickness able to support vehicle lift
- Two (2) overhead bay doors preferable (minimum 1)
- Ability to drive cars into and out of the facility
- Approximately 2,000 sq. ft. of high bay space (minimum ceiling height 16'-20') is desirable
- Restroom facility
- Computer lab facility with secure and controlled access to protect confidential data
- Space for a machine shop and fabrication facilities
- Small office (preferable)
- Availability of cleaning services as requested
- Ability to heat and cool approximately 1,000 sq. ft. (non high bay) is desirable

Parking: 10 identified spaces with some overflow space for general parking

Occupancy: Occupancy by March 2021 (date) ; the space will be used for UTK College of Engineering EcoCar Program.

Security: a card reader or similar type of security system is highly desirable

Other: availability of high-speed internet is required