

LMITCO
FORM PROC-1812b
(Rev. 07/98)

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0252130-01

**MODIFICATION NO. 8 TO
SUBCONTRACT NO. C92-160259**
LOCKHEED MARTIN IDAHO TECHNOLOGIES COMPANY (LMITCO)

2525 Fremont Avenue
P. O. Box 1625, Idaho Falls, ID 83415-3521
OPERATING UNDER U. S. GOVERNMENT CONTRACT NO. DE-AC07-94ID13223

To: ~~L. D. Fitzgerald, Trustee,
Waters Asbestos and Supply Company
1246 Yellowstone, Suite B-4
Pocatello, ID 83201-4372~~

Effective Date: July 1, 1999

Confirming to: Craig W. Christensen

Gary Olsen
5005 S 9th E
Idaho Falls 83404

This Modification effects the following:

1. The Subcontract completion date is extended from June 30, 1999 to June 30, 2000.
2. In accordance with **ARTICLE 5 - TERM OF LEASE**, LMITCO hereby exercises its option to extend the lease for one year. The fixed monthly rate for the option period shall be \$6,355.75, \$76,269.00 annually, as stated in **ARTICLE 6 - RENTAL PAYMENTS**.

Summary

Price of this Subcontract through Modification No. 7	\$643,177.00
Price of this Modification No. 8	\$76,269.00
Revised Price of this Subcontract	\$719,446.00

Except to the extent changed by this Modification and Modification Nos. 1 - 7, or to the extent rendered inconsistent herewith, all of the terms and provisions of this Subcontract remain unchanged and continue in full force and effect.

Procurement Agent: Glenn Clemons

Telephone: (208) 526-5728

Billing Address:

Accounts Payable
LMITCO
Mailstop 3117
P. O. Box 1625
Idaho Falls, ID 83415-3117

Signed: Glenn Clemons 5/6/99
Lockheed Martin Idaho Technologies Company /Date

Title: Procurement Agent

Signed: Gary Olsen 6-10-99
(Subcontractor's Official) Date

Title: Owner

Return one signed copy of this Modification to LMITCO.

BCT T-14999

INSTRUMENT NO.	997686
DATE	5-25-99
INST. CODE	822
IMAGED PGS	3
FEE	9-
STATE OF IDAHO)	
COUNTY OF BONNEVILLE) *S	
I hereby certify that the within instrument was recorded.	
Donald Longmore,	
County Recorder	
by <i>[Signature]</i> Deputy	
Request by Suite B-4	
83201-4372	

BONNEVILLE COUNTY RECORDER

997686 MAY25 99 9M1145

ORIGINAL

Craig W. Christensen
CRAIG W. CHRISTENSEN, CHARTERED
 1246 Yellowstone
 Pocatello, Idaho
 Telephone: (208) 237-2507
 Fax: (208) 237-1407

Donald Longmore,
 County Recorder
 by *[Signature]* Deputy

Attorneys For: L. D. Fitzgerald, Trustee

IN THE UNITED STATES BANKRUPTCY COURT
 FOR THE DISTRICT OF IDAHO

In the Matter of)	Bankruptcy No. 95-01714
)	
WATERS ASBESTOS SUPPLY CO.,)	TRUSTEE'S ASSIGNMENT
)	
)	
Debtor.)	

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the undersigned, L. D. Fitzgerald, is the duly appointed and acting Trustee in Bankruptcy of the bankruptcy estate of the above named Debtor; and

WHEREAS, after notice and hearing pursuant to 11 U.S.C. § 363, said Trustee did transfer and assign certain personal property of said bankruptcy estate, pursuant to Notice of Sale by Trustee of Real Property Free And Clear of Liens And Other Interests And Assignment of Contracts And Leases, to wit:

All of the estate's right, title and interest in the following described leases and contracts, to wit:

TRUSTEE'S ASSIGNMENT

Post-it® Fax Note	7671	Date	6/16/99	# of pages	3
To	Craig Hunsaker	From	Walter Clendenen		
Co./Dept.		Co.			
Phone #		Phone #			
Fax #	68339	Fax #			

Lease between The Estate of Waters Asbestos Supply Co. as Lessor, and EG&G Idaho, Inc., as Lessee, dated July 1, 1997, and any subsequent modifications thereto;

The Trustee by assigning the estate's interest in the hereinabove referenced agreements, contracts, and leases makes no representations or warranties as to the status or enforceability of the agreements, contracts, or leases, the obligations or duties thereunder, or even that such agreements, contracts, or leases can be assigned or transferred. The sale and assignment shall be without any type of recourse or claim whatsoever against the Trustee, his agents, or the estate of Waters Asbestos Supply Co. as a result of the assignment and transfer.

WHEREAS, said L. D. Fitzgerald, as such Trustee, did complete said sale upon the terms and conditions set forth in said Notice;

WHEREAS, the United States Bankruptcy Court by Order dated May 18, 1999, approved said sale and transfer;

NOW, THEREFORE, the undersigned, in consideration of the powers vested in him by the United States Bankruptcy Code and for and in further consideration of payment to him of the sum of \$500,000.00, receipt of which is hereby acknowledged, and pursuant to Order Approving Sale by Trustee of Real Property Free and Clear of Liens and Other Interests and Assignment of Contracts and Leases authorizing the sale, does hereby transfer, convey, and assign, without any representations as to the enforceability of said rights or claims, "as is", "where is", without any covenant or warranty of any nature whatsoever, including "express", "implied", "fitness for a particular purpose", or "merchantability" to **GARY V. OLSEN AND PAT**

OLSEN, OR THEIR DESIGNEE, their successors and assigns forever, all of his right, title and interest as said Trustee in Bankruptcy in said leases, contracts, and agreements hereinabove described.

IN WITNESS WHEREOF, said L. D. Fitzgerald, as Trustee in Bankruptcy, has hereunto set his hand this 25 day of May, 1999.



L. D. Fitzgerald, Trustee for the
Estate of Waters Asbestos Supply Co.