

MODIFICATION NO. 2  
TO  
LEASE AGREEMENT NO. C90-132768  
BETWEEN  
EG&G IDAHO, INC.  
AND  
BOYER IDAHO FALLS ASSOCIATES, LTD.  
FOR  
OFFICE SPACE IN IDAHO FALLS, IDAHO

THIS MODIFICATION NO. 2, effective October 2, 1991, is issued to accomplish the following:

The parties hereto mutually agree to the following changes:

1. Article 1 - Description of premises is hereby modified to include the following:
  - Change Order No. 1, incorporate Scope of Work dated September 16, 1991
  - Change Order No. 2, incorporate Scope of Work dated November 27, 1991
  - Change Order No. 3, incorporate Scope of Work dated March 23, 1992
  - Change Order No. 4, change carpet requirements description
  - Change Order No. 5, install communication system wiring and cabling in accordance with Telecommunications Group Work Package Nos. 00901-A, dated April 15, 1992, Rev. 1 and 00901-B, dated April 15, 1992, Rev. 1
  - Change Order No. 6, incorporate Scope of Work dated May 20, 1992
  - Change Order No. 7, incorporate Scope of Work dated July 2, 1992
  - Change Order No. 8, incorporate Scope of Work dated August 6, 1992
  - Change Order No. 9, incorporate Scope of Work dated August 15, 1992
  - Change Order No. 10, incorporate Scope of Work dated November 18, 1992
  
2. Article 4 - Term of Lease and Extension is hereby modified to establish the lease commencement date as February 1, 1993.

3. Article 5 - Rental Payments is changed to read in its entirety as follows:

A. For the initial Lease period of ten years, the Lessee will pay the Lessor by wire transfer at the base annual rate of \$2,525,552.28, monthly, an increase in an amount equal to \$210,462.69 per calendar month (the "monthly rent"), commencing with the last day of the month in which the Commencement Date occurs. The Lessee will pay the Lessor rent at the following rates for renewal periods:

<u>OPTION</u>	<u>RENEWAL PERIOD</u>	<u>ANNUAL RENT</u>	<u>MONTHLY RENT</u>
1	Years 11-15	\$1,613,849.18	\$134,487.43
2	Years 16-20	242,837.44	20,236.45
3	Years 21-25	233,259.51	19,438.29

B. If any Lease payment (including any monthly rent) is not paid within fifteen (15) days of the due date, beginning on the sixteenth (16th) day after the due date, interest shall accrue on the late Lease payment until paid, at an interest rate equal to twelve percent (12%).

C. This Lease is a net lease and, except as set forth in Articles 6, 7, 14 and 33 hereof, this Lease shall not be terminated, and the obligations and liabilities of the Lessee to make any payments hereunder, including any rent, shall be absolute and unconditional and shall in no way be released, discharged or otherwise affected by an occurrence or condition, including without limitation, by: (i) any defect in the condition, quality or fitness for use of the premises; (ii) any damage to, removal, abandonment, salvage, loss, scrapping or destruction of or any requisition, condemnation or taking of the premises; (iii) any restriction, prevention or curtailment of or interference with any use of the premises; (iv) any defect in title to the premises or any lien thereon; (v) any bankruptcy, insolvency, reorganization, dissolution or liquidation or other like proceeding relating to the Lessees or the Lessor or any action taken by any trustee or receiver of the aforesaid or by any court; (vi) any right or claim of set-off, counterclaim, deduction, abatement, suspension, deferment, diminution, reduction or other defense of the Lessee or any other right or claim that the Lessee has or might have against any person, including the Lessor, whether in connection with the Lease or any unrelated transaction; (vii) any failure on the part of the Lessor to perform or comply with any of the terms hereof or any other

agreement; (viii) any invalidity or unenforceability of this Lease against or by the Lessee; (ix) any doctrine of force majeure or frustration; or (x) any other occurrence whatsoever, foreseen or unforeseen. Lessor shall not assert against Lessee the invalidity or unenforceability of the Lease.

- D. If the Commencement Date is not on the first day of the month, the rental payment for the month in which the Commencement Date occurs will be determined on a pro rata basis predicated on a 30-day month.
- E. If the Lessor fails to deliver the premises in a ready condition for the Lessee's occupancy by 18 months after date of award or at an earlier date agreed to by the parties, and unless such failure is caused by Lessee, the Lessor shall grant the Lessee a day for day rent credit for the delay. For example, if the Lessor delivers 10 days after the effective date, the Lessee shall not be charged rent for the first 10 days of occupancy after premises are delivered for occupancy.
- F. The Lessee shall be responsible for the payment of all license fees, assessments, sales, use, property and other taxes (including any penalties and interest) levied, imposed or assessed during the term of this Lease by any state, federal, local or other governmental form against all or any part of the premises (or any fixtures, furnishings, equipment and other personal property contained therein or thereon), based upon the ownership, leasing, renting, sale, possession or use of such property. The Lessee shall reimburse Lessor for, and pay as additional rent hereunder, any such taxes paid by the Lessor.

4. Article 7 - Termination For Convenience

Incorporate Revised Exhibit B dated January 7, 1993, "Termination Schedule"

The Lessor agrees to release and discharge the Lessee and DOE from all claims or demands for price increases, time extensions or other claims for benefits of whatever kind or character arising on or before the date of this modification that the Lessor had or may have by virtue of changes and/or suspensions of work, constructive or otherwise, and from any and all other claims arising under or in connection with this Lease Agreement on or before the date of this modification.

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Except only as changed by this Modification No. 2, or to the extent rendered in consistent herewith, all of the terms and provisions of Lease Agreement No. C90-132768, as modified, remain unchanged and continue in full force and effect.

BOYER IDAHO FALLS  
ASSOCIATES, LTD.

EG&G IDAHO, INC.

By: *Kenn Graham*

By: *M. M. Maxfield*  
M. M. Maxfield, Manager

Title: *President*  
jb *Boyer Idaho Inc*  
*General Partner*

Title: Administration Department

January 7, 1993  
Exhibit "B"

10 YEAR  
TERMINATION PRICING  
with revisions due to Change Order Increases

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Year 1	\$20,601,520	\$20,523,688	\$20,445,302	\$20,366,357	\$20,286,848	\$20,206,770	\$20,126,119	\$20,044,889	\$19,963,075	\$19,880,673	\$19,797,678	\$19,714,084
Year 2	\$19,629,886	\$19,545,079	\$19,459,659	\$19,373,619	\$19,286,954	\$19,199,659	\$19,111,730	\$19,023,159	\$18,933,942	\$18,844,073	\$18,753,567	\$18,662,358
Year 3	\$18,570,500	\$18,477,968	\$18,384,755	\$18,290,857	\$18,196,267	\$18,100,979	\$18,004,987	\$17,908,286	\$17,810,868	\$17,712,729	\$17,613,862	\$17,514,260
Year 4	\$17,413,918	\$17,312,829	\$17,210,986	\$17,108,384	\$17,005,015	\$16,900,873	\$16,795,952	\$16,690,245	\$16,583,745	\$16,476,445	\$16,368,339	\$16,259,420
Year 5	\$16,149,680	\$16,039,112	\$15,927,711	\$15,815,467	\$15,702,375	\$15,588,427	\$15,473,616	\$15,357,934	\$15,241,373	\$15,123,927	\$15,005,588	\$14,886,2
Year 6	\$14,766,198	\$14,642,338	\$14,517,530	\$14,391,767	\$14,265,040	\$14,137,341	\$14,008,661	\$13,878,993	\$13,748,327	\$13,616,656	\$13,483,970	\$13,350,4
Year 7	\$13,215,521	\$13,079,740	\$12,942,910	\$12,805,021	\$12,666,065	\$12,526,032	\$12,384,913	\$12,242,699	\$12,099,381	\$11,954,949	\$11,809,393	\$11,662,7
Year 8	\$11,514,873	\$11,365,889	\$11,215,743	\$11,064,425	\$10,911,924	\$10,758,231	\$10,603,335	\$10,447,226	\$10,289,894	\$10,131,329	\$9,971,519	\$9,810,4
Year 9	\$9,648,124	\$9,484,517	\$9,319,622	\$9,153,430	\$8,985,927	\$8,817,104	\$8,646,950	\$8,475,451	\$8,302,598	\$8,128,379	\$7,952,781	\$7,775,7
Year 10	\$7,597,404	\$7,417,601	\$7,236,372	\$7,053,705	\$6,869,588	\$6,684,008	\$6,496,953	\$6,308,410	\$6,118,366	\$5,926,809	\$5,733,725	\$5,539,1