

LEASE NO. C91-133091

LEASE AGREEMENT
BETWEEN
G. H. PETERSON
AND
EG&G IDAHO, INC.
FOR
OFFICE SPACE
IN
IDAHO FALLS, IDAHO

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BETWEEN

G. H. PETERSON

AND

EG&G IDAHO, INC.

FOR

OFFICE SPACE

THIS LEASE, entered into the first day of January, 1992 by and between George H. Peterson, whose business address is 270 McKinley, Pocatello, ID 83201 (hereinafter called the "Landlord"), and EG&G IDAHO, INC. (hereinafter called the "Tenant"), an Idaho corporation with operating offices in Idaho Falls, Idaho, acting under its Contract No. DE-AC07-76ID01570 with the United States of America, represented by the United States Department of Energy (called "DOE" or the "Government");

W I T N E S S E T H T H A T

The parties hereto, for the considerations hereinafter set forth, covenant and agree as follows:

ARTICLE 1 - BASIC LEASE PROVISIONS

The following is a summary of certain lease provisions which are a part of, and in certain instances, are referred to in more detail in subsequent articles of this lease. The content of this article shall not prevail against the content of articles to follow:

- a. LANDLORD: George H. Peterson
- b. TENANT: EG&G Idaho, Inc.
- c. SIZE OF PREMISES: 100,700 ft.² Approximate gross area

- d. TERM: 10 year firm term
10 year option term
- e. RENT: \$ 406,828.00 per annum, \$ 33,902.00/month in arrears
\$ 4.04 /ft²/yr

f. SERVICES:

	<u>Landlord</u>	<u>Tenant</u>
Roof Maintenance (both bldgs.)	X	
Facility Insurance	X	
HVAC (shared)	X	X
Real Estate Taxes		X
Utilities		X
Building Maintenance		X
Snow Removal		X
Parking Lot Maintenance		X
Janitorial Service		X
Snow Removal		X

- g. LEASE COMMENCEMENT: January 1, 1992

ARTICLE 2 - DESCRIPTION OF PREMISES

The premises which are the subject of this Lease consist of:

Approximately 100,700 gross square feet of office buildings plus grounds and parking areas located on Sawtelle Street in Idaho Falls, Idaho. The office space is comprised of two adjoining one story buildings. The Technical Support Building (TSB) at 1520 Sawtelle is about 49,920 square feet and is joined to the Technical Support Annex (TSA) at 1580 Sawtelle, which consists of approximately 50,780 square feet, including the connecting breezeway.

The leased property includes the building site and supporting parking lots, One lot, approximately 220 feet by 95 feet is located at the west end of the TSA. The other, approximately 450 feet by 180 feet, borders Sawtelle Street on the south-side.

The boundaries of the building site and parking lots are depicted on Appendix A, Site Plan.

ARTICLE 3 - TITLE

The Landlord warrants it has title to the property covered by this Lease, or sufficient interest and rights in the property to guarantee the Lease agreement with no interference to the Tenant's rights of possession under the Lease. Should the Tenant suffer any damages or expenses as the result of any defect in the Landlord's title or rights and interests in the property, the Landlord shall reimburse the Tenant for all such damages or expenses.

ARTICLE 4 - APPLICABLE CODES AND ORDINANCES

The Landlord, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and establishment of the premises at its own expense, to obtain all necessary permits and related items. The Tenant agrees to comply with all codes and ordinances applicable to its tenancy and use of the said premises.

ARTICLE 5 - TERM OF LEASE AND EXTENSION

TO HAVE AND TO HOLD the above premises with their appurtenances for the term of ten years beginning January 1, 1992 and ending at midnight December 31, 2001, provided that this Lease may at the option of the Tenant or the Government, be renewed for a period not to exceed one renewal term of ten

years at the rental rate specified in the following Article 6 and under the terms and conditions specified herein, provided notice be given in writing to the Landlord at least sixty (60) days before this Lease or any renewal thereof would otherwise expire, that the option is exercised.

Payment by Tenant and acceptance of payment by Landlord of the first months rent for the option renewal term shall constitute exercise of the renewal option irrespective of timely submittal by Tenant of notice to renew.

ARTICLE 6 - RENTAL PAYMENTS

- A. The Tenant will pay the Landlord rent at the annual rate of \$406,828 dollars, which computes to the rate of \$33,902.33 per calendar month, commencing with the effective date of this Lease. This rate shall also apply to the ten year option term.
- B. All rental payments under this Lease will be made by the Tenant on a calendar month basis, in arrears, beginning at the end of the first calendar month of the Lease term, without submission of invoices or vouchers.
- C. If the effective date of this Lease is not on the first day of a month, the rental payment for the first month of occupancy by the Tenant shall be determined on a pro rata basis predicated on a 30-day month.

ARTICLE 7 - AVAILABILITY OF FUNDS

The Tenant's obligation hereunder is contingent upon the availability of appropriated funds from the United States Congress from which payment for the Lease purposes can be made. No legal liability on the part of the Tenant or the Government for payment of any money shall arise unless and

made available to the Tenant from year-to-year for this lease.

ARTICLE 8 - CANCELLATION

- A. The Tenant shall have the right to cancel the lease at any time during the first 72 months upon a one year written cancellation notice to the Landlord, and upon payment of an amount equal to 15% of the sum of rent remaining in the balance of the ten year lease term. After the 72nd month of the lease, Tenant may cancel upon 90 day written notice, subject to the same cancellation payment of 15% of lease balance, but payable in twelve equal monthly payments.
- B. The Tenant shall have the right to cancel the lease at any time during the ten year option term, upon 30 days written notice, and without penalty of any kind.

ARTICLE 9 - TAXES, UTILITIES AND BUILDING SERVICES

- A. The Tenant shall pay one-half of the calendar year 1991 real estate taxes for the subject property to a ceiling amount of a \$36,500 payment by Tenant.

The Tenant shall pay all real estate taxes which may be assessed against the premises leased hereunder during the term of the lease.

In the event the Tenant shall cancel the lease, as provided elsewhere herein, the Tenant shall pay a portion of the real estate taxes proportionate to the partial calendar year in which it leased the premises.

- B. The Tenant will pay when due all utilities as required by the Tenant's use and occupancy of said premises.

- C. Day-to-day janitorial services and supplies shall be provided by the Tenant.
- D. Snow removal shall be provided by the Tenant.
- E. Routine and preventative maintenance of mechanical systems and interior/exterior fixtures and surfaces shall be provided by Tenant to include replacement of fluorescent tubes and ballast, electrical fuses, air filters, painting, and refurbishing as needed.

ARTICLE 10 - MAINTENANCE OF PREMISES

- A. The Landlord warrants the mechanical equipment and the utilities to be in good serviceable and proper operating condition. The Tenant shall maintain the demised premises, including the parking lot, and any and all equipment, fixtures, and appurtenances (including all plumbing, heating, cooling systems, and all electrical and mechanical devices and fixtures), except as follows:

The Landlord shall maintain the roof of both the TSB and the TSA in good repair and serviceable condition. The Landlord shall be responsible for heating, ventilating and air conditioning (HVAC) repair and replacement costs for the TSB which are greater than \$700.00 per repair per HVAC unit. The Tenant shall bear the cost of replacement or repair of the HVAC units in the TSB to a ceiling of \$700.00 per unit per repair. A unit shall be replaced when reasonably determined by Landlord and Tenant that further repair is not economically prudent.

ARTICLE 11 - FAILURE IN PERFORMANCE

In the event of failure by the Landlord to provide any obligation, service, utility, maintenance, or repair required of it under this Lease, within a reasonable time after written notice to the Landlord, the Tenant shall have

the right to secure said service, utility, maintenance, or repair and shall deduct the cost thereof from rental payments.

ARTICLE 12 - HAZARDOUS SUBSTANCES

Landlord will indemnify and hold harmless Tenant, DOE and the federal government from all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, all sums paid for settlement of claims, attorneys fees, consultant and expert fees) arising during or after the lease term for or in connection with the presence of hazardous substances in or on the premises from the action or inaction of Landlord or its agents, officers, or employees. This indemnification includes, but is not limited to, any costs incurred due to any investigation of the site or any cleanup, removal, or restoration mandated by federal, state, or local agency or political subdivision. This indemnification specifically includes all costs due to hazardous substances that flow, diffuse, migrate or percolate into, onto, or under the premises after the lease term commences. Hazardous substances, as used in this article, include those substances within the definition for hazardous substance under CERCLA at 40 C.F.R. 300.5. The Landlord shall remove or otherwise dispose of such hazardous substances in accordance with all federal, state and local laws, regulations and ordinances.

If Landlord violates any of the provisions of this article, Tenant, at its sole option, may elect any of the following remedies and such remedies are not mutually exclusive. Tenant may require removal of any hazardous substance and restoration of the leased premises solely at Landlord's expense. Tenant may elect to vacate the premises and any contrary provision in this lease notwithstanding, no further rents are due after the date Tenant vacates the premises. Tenant may also elect to remain in the leased premises and withhold payment of rent until all hazardous substances have

been removed and the leased premises have been fully restored to their condition prior to removal, all at Landlord's expense. Tenant is also entitled to a reduction in rent in proportion to any portion of the leased premises that are made untenable for occupancy as a result of the presence of hazardous substances, during their removal, or during restoration of the premises.

ARTICLE 13 - INSURANCE

It is agreed that the Landlord and Tenant shall respectively obtain whatever insurance that they may consider prudent and necessary to protect their respective and separate best interests and that neither party shall be obliged to obtain insurance as regards the other party's real or personal property; provided, however, that this provision shall not be construed as a waiver of any rights of subrogation or entitlements in law by either party.

ARTICLE 14 - ALTERATIONS

- A. The Tenant shall have the right, during the term of this Lease, to make alterations or modifications, or to attach fixtures and erect signs in or upon the premises hereby leased, which fixtures, alterations and/or signs so placed in or upon or attached to the said premises shall be and remain the property of the Tenant or the Government as the case may be, and may be removed therefrom by the Tenant prior to the expiration of this Lease. At the option of the Tenant, such improvements may be left upon the premises upon termination or expiration of the term or extended term of this Lease; in which case, such improvements shall become the property of the Landlord. In the event the improvements are removed by the Tenant, the Tenant agrees to restore the premises to the condition in which they were prior to their prior installation, reasonable wear and tear accepted. Plans for structural change shall be submitted to

the Landlord for approval, which approval shall not be unreasonably withheld.

- B. Title to property of the United States Government shall not be affected by the incorporation of the property into or the attachment of it to any property not owned by the Government, nor shall such Government property, or any part thereof, be or become a fixture or lose its identity as personalty by reason of affixation to any realty.
- C. Should major capital alterations or modifications be desired by mutual agreement, these may be installed by the Landlord and a new rental rate shall be negotiated to cover the cost of installation.

ARTICLE 15 - DESTRUCTION OF PREMISES

- A. In the event of a partial destruction of the said premises during the said term, or any extension thereof, from any cause, the Landlord shall forthwith repair the same, provided such repairs can be made within sixty (60) days from the date of said partial destruction; but such partial destruction shall in no way annul or void this Lease, except that the Tenant shall be entitled to a proportionate reduction of rent from the date of such partial destruction and continuing until such repairs are made, such proportionate reduction to be based upon the extent to which the making of such repairs shall interfere with the business carried on by the Tenant in the said premises.
- B. In the event of partial destruction to such extent that the Landlord cannot, with normal effort, complete the necessary repairs to restore the premises within sixty (60) days as hereinabove provided, the Landlord shall, within fifteen (15) days after such partial destruction of the said premises, advise the Tenant of its inability to complete the necessary repairs and restoration within sixty (60) days. In such event,

the parties shall agree as to a reasonable time in which the repairs will be completed. Should the parties fail to agree as to an acceptable time to complete such repairs, the failure to agree shall constitute a "dispute" within the "Disputes" article of this Lease. If EG&G Idaho, Inc., DOE or one of its other prime contractors is then the Tenant, or alternatively at the option of either party, the Lease may be terminated if agreement is not reached within thirty (30) days.

- C. A total destruction of the building in which said premises may be situated shall terminate this Lease.

ARTICLE 16 - ASSIGNMENT AND/OR SUBLEASING

The Tenant shall have the right, at any time, to assign or sublet the premises hereby leased or any part thereof to the Government or the Government's designee without the consent of the Landlord, and upon such assignment, DOE will guarantee payments hereunder. Should such assignment or subletting be for only a part of the premises, then the rental will be proportionately divided between the Tenant and any successor; provided that, responsibility for payment of the rent shall not be divided between more than two (2) parties. Any assignment or subleasing hereunder will be conditioned upon the use of any part of the leased premises being compatible with the function and purposes of the total facility.

ARTICLE 17 - CONDITION REPORT

A joint physical survey and inspection report of the demised premises shall be made as of the effective date of this Lease, reflecting the then present condition, and will be signed on behalf of the parties hereto. Upon termination of occupancy by the Tenant, a terminal survey of the then present condition of the leased premises shall be made by the parties, unless restoration has been waived by the Landlord.

ARTICLE 18 - ADMINISTRATION

- A. The Landlord agrees, unless the Tenant is otherwise notified in writing, that Doug Peterson telephone # 233.6500 and/or his duly authorized representative will have overall responsibility and authority under the Lease, and unless a change in assignment is made by the Landlord, he and/or his duly authorized representative will be available at all reasonable times in connection herewith.
- B. It is agreed that, unless the Landlord is otherwise notified in writing, Tenant's responsibilities under this Lease shall be administered by the Manager, Operations Subcontracts of EG&G Idaho, Inc. and/or his duly authorized representative, who is Dennis G. Miller, Subcontract Administrator.

ARTICLE 19 - NOTICES

Any notice or order given under the terms of this Lease shall be considered as having been given:

- A. To the Tenant, if delivered personally to the designated representative of the Manager, Operations Subcontracts, or if mailed by U. S. Mail, certified letter return receipt requested, addressed to EG&G Idaho, Inc., Manager, Operations Subcontracts, P. O. Box 1625, Idaho Falls, Idaho 83415-2082 or
- B. To the Landlord, if delivered personally to its duly authorized representative at 270 McKinley Ave. Pocatello Idaho or, if mailed by U. S. Mail, addressed to G.H. Peterson
P.O. Box 1345 Pocatello - Id. 83204

ARTICLE 20 - COVENANT AGAINST CONTINGENT FEES

The Landlord warrants that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Landlord for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Lease without liability or in its discretion to deduct from the rental price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee. (Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this Lease, may be considered as bona fide employees or agencies within the exception contained in this article.)

ARTICLE 21 - OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress or resident Commissioner shall be admitted to any share or part of this Lease, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Lease if made with a corporation for its general benefit.

ARTICLE 22 - ASSIGNMENT OF CLAIMS

Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S. Code 203, 41 U.S. Code 15), if this Lease provides for payments aggregating One Thousand Dollars (\$1,000.00) or more, claims for monies due or to become due to the Landlord from the Government under this Lease may be assigned to the bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any such

assignment or reassignment shall cover all amounts payable under this Lease and not already paid, and shall not be made to more than one party, except any such assignment or reassignment may be made to one party as agent or trustee for two (2) or more parties participating in such financing. Notwithstanding any provisions of this Lease, payments to an assignee of any monies due or to become due under this Lease shall not, to the extent provided in said Act, as amended, be subject to reduction or set-off.

ARTICLE 23 - EQUAL OPPORTUNITY

This article is applicable unless this Lease is exempt under the rules and regulations of the Secretary of Labor (41 CFR, ch 60).

During the performance of this Lease, the Landlord agrees as follows:

- A. The Landlord will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Landlord will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Landlord agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Landlord setting forth the provisions of this "Equal Opportunity" article.
- B. The Landlord will, in all solicitations of advertisements for employees placed by or on behalf of the Landlord, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

- C. The Landlord will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Tenant, advising the labor union or workers' representative of the Landlord's commitments under this "Equal Opportunity" article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Landlord will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Landlord will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by DOE and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Landlord's noncompliance with the Equal Opportunity article of this Lease or with any of the said rules, regulations, or orders, this Lease may be canceled, terminated, or suspended, in whole or in part, and the Landlord may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. The Landlord will include the provisions of paragraphs A. through G. in every lower tier subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each lower tier subcontractor or vendor. The Landlord will take such action with respect to any lower tier subcontract or purchase order as DOE may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event the Landlord becomes involved in, or is threatened with, litigation with a lower tier subcontractor or vendor as a result of such direction by DOE, the Landlord may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 24 - FACILITIES NONDISCRIMINATION

- A. As used in this section, the term "facility" means stores, shops, restaurants, cafeterias, rest rooms, and any other facility of a public nature in the building in which the space covered by this Lease is located.
- B. The Landlord agrees that it will not discriminate by segregation or otherwise against any person or persons because of race, color, religion, sex, or national origin in furnishing, or by refusing to furnish, to such person or persons the use of any facility, including any and all services, privileges, accommodations, and activities provided thereby. Nothing herein shall require the furnishing to the general public of the use of any facility customarily furnished by the Landlord solely to tenants, their employees, customers, patients, clients, guests, and invitees.

- C. It is agreed that the Landlord's noncompliance with the provisions of this section shall constitute a material breach of this Lease. In the event of such noncompliance, the Tenant may take appropriate action to enforce compliance, may terminate this Lease, or may pursue such other remedies as may be provided by law. In the event of termination, the Landlord shall be liable for all excess costs of the Tenant in acquiring substitute space, including but not limited to the cost of moving to such space. Substitute space shall be obtained in as close proximity to the Landlord's building as is feasible and moving costs will be limited to the actual expenses thereof as incurred.
- D. It is further agreed that from and after the date hereof, the Landlord will, at such time as any agreement is to be entered into or a concession is to be permitted to operate, include or require the inclusion of the foregoing provisions of this section in every such agreement or concession pursuant to which any person other than the Landlord operates or has the right to operate any facility. Nothing herein contained, however, shall be deemed to require the Landlord to include or require the inclusion of the foregoing provisions of this section in any existing agreement or concession arrangement or one in which the contracting party other than the Landlord has the unilateral right to renew or extend the agreement or arrangement, until the expiration of the existing agreement or arrangement and the unilateral right to renew or extend. The Landlord also agrees that it will take any and all lawful actions as expeditiously as possible, with respect to any such agreement as the contracting agency may direct, as a means of enforcing the intent of this section, including, but not limited to, termination of the agreement or concession and institution of court action.

ARTICLE 25 - EXAMINATION OF RECORDS BY THE COMPTROLLER GENERAL

- A. The Landlord agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three (3) years after final payment under this Lease or such lesser time specified in either Appendix M of the Armed Services Procurement Regulation or the Federal Procurement Regulations Parts 1-10, as appropriate, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Landlord involving transactions related to this Lease.

- B. The Landlord further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract or such lesser time specified in either Appendix M of the Armed Services Procurement Regulation or the Federal Procurement Regulations Parts 1-20, as appropriate, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract. The term "subcontract" as used in this article excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts of purchase orders for public utility services at rates established for uniform applicability to the general public.

- C. The periods of access and examination described in A. and B., above, for records which relate to (1) appeals under the "Disputes" article of this Lease, and (2) litigation or the settlement of claims arising out of the performance of this Lease, or (3) costs and expenses of this Lease as to which exception has been taken by the Controller General or any of his duly authorized representatives, shall continue until such appeals litigation, claims or exceptions have been disposed of.

- D. Nothing in this Lease shall be deemed to preclude an audit by the General Accounting Office of any transaction under this Lease.

ARTICLE 26 - LANDLORD'S SUCCESSORS

The terms and provisions of this Lease and the conditions herein shall bind the Landlord, and the Landlord's heirs, executors, administrators, successors, and assigns.

ARTICLE 27 - DISPUTES

- A. The parties agree that the appropriate forum for resolution of any dispute of claim pertaining to this Lease shall be a court of competent jurisdiction as follows:
1. Subject to paragraph (a) (2) of this clause, any such litigation shall be brought and prosecuted exclusively in Federal District Court; with venue in the United States District Court for the District of Idaho in Pocatello, Idaho.
 2. Provided, however, that in the event that the requirements for jurisdiction in any Federal District Court are not present, such litigation shall be brought in the District Court of the Seventh Judicial District of the State of Idaho, in and for the County of Bonneville, with venue in the District Court of the Seventh Judicial District for the District of Idaho in Idaho Falls, ID.
- B. Any substantive issue of law in such dispute, claim, or litigation shall be determined in accordance with the body of law applicable to procurement of goods and services by the Federal Government. Nothing in this clause shall grant to the Landlord by implication any statutory rights or remedies not expressly set forth in this Lease.

- C. There shall be no interruption of this Lease during the pendency of any dispute that may arise between the parties hereto or between the Landlord and its subcontractors in support of this Lease.
- D. The Contract Disputes Act of 1978 (41 U.S.C. Sections 601-610) shall not apply to this Lease provided, however, that nothing in this clause shall prohibit Tenant, in its sole discretion, from sponsoring a claim of the Landlord for resolution under the provisions of its prime contract with DOE. In the event that Tenant so sponsors a claim at the request of the Landlord, the Landlord shall be bound by the decision of the cognizant DOE contracting officer to the same extent and in the same manner as the Tenant.

ARTICLE 28 - FORCE MAJEURE

If either Landlord or Tenant is delayed, hindered or prevented from performing any act required under this Lease because of acts of God, failure of utility power, riots, civil commotion, insurrection, war, or other reasons not the fault of the party delayed, hindered or prevented, and is beyond their control (financial inability excepted), performance of the action in question is excused for the period of delay and the period for performance of such act is extended for a period equivalent to the period of the delay.

ARTICLE 29 - OCCURRENCE NOTIFICATION AND REPORTING BY LANDLORD

Landlord's personnel will immediately (not to exceed one hour) notify Tenant's representative of event or condition which comes to their attention. An event or condition is defined as follows:

Event. A real-time occurrence (e.g., pipe break, valve failure, loss of power, etc.)

Condition. Any as-found state, whether or not resulting from an event, which may have adverse safety, health, quality assurance, security, operational or environmental implications. A condition is more programmatic in nature, for example, an error in analysis or calculation; an anomaly associated with design or performance; or, an item indicating a weakness in the management process.

If there is confusion as to whether an event of condition should be reported, Landlord will report in accordance with these requirements.

Tenant's Representative for Occurrence Notification and Reporting is the Idaho Falls Facilities.

ARTICLE 30 - ARTICLES INCORPORATED BY REFERENCE

The following Federal Acquisition Regulation (FAR) clauses, Department of Energy Acquisition Regulation (DEAR) clauses, and Federal Acts are incorporated herein by reference.

1. Clean Air and Water, FAR 52.223-2 (\$100,000)
2. Affirmative Action for Handicapped Workers, FAR 52.222-36
3. Affirmative Action for Special Disabled and Vietnam Era Veterans FAR 52.222-35 (\$10,000)
4. Utilization of Small Business concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals, FAR 52.219-8
5. Utilization of Women-Owned Small Businesses, FAR 52.219-13

6. Limitation on Payments to Influence Certain Federal Transactions
(Jan. 1990) - FAR 52.203-12 (\$100,000).
7. Architectural Barriers Act
8. Randolph-Sheppard Act

LANDLORD

TENANT

GEORGE H. PETERSON

EG&G IDAHO, INC.

By George H. Peterson

By M. M. Maxfield

Title owner - Landlord

Title Manager, Administration