LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this first day of July, 1995, by and between Lockheed Idaho Technologies Company (hereafter referred to as "Lessee"), and the State of Idaho, Department of Administration, Bureau of Communications, (hereafter referred to as "Lessor").

W I T N E S S E T H:

WHEREAS, the Lessor owns a building known as Ashton Ridge also known as Big Bend Ridge located in Teton County, Idaho; and

WHEREAS, Lessee desires to rent certain space in said building and Lessor is agreeable to the lease of such space;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the parties hereto agree as follows:

1. Property Description. The Lessor agrees to lease that portion of the communications building located at the Ashton Ridge site sufficient in size to house Lessee's communication equipment. All installations and site modifications made by the Lessee must be first approved in writing by the Lessor. The Lessee will install the following equipment at such location:

(1) Solid State mobile relay radio station, one antenna with associated cable between transmitters and antenna. The antenna is to be located on the existing structures, or other facilities as may be approved in writing by Lockheed Idaho Technologies Company and the State including an antenna combiner and isolator.

2. Term. The Lease shall have a term of five (5) years. It shall begin on the first day of July, 1995, and end at midnight on the thirtieth day of June, 2000, at which time it may be renewed or extended for an additional five year term by mutual agreement of the parties, provided written notice of renewal is provided sixty (60) days before the expiration of the Lease and the renewal terms are agreed to by the parties in writing.

3. Consideration. The Lessee shall pay to the Lessor a fixed payment for the term of the Lease in the sum of Nine Hundred Dollars ($900.00) per year to pay for power used. The payment shall be made in advance each year, payable upon the execution of this agreement and the initial year's rental is prorated based upon the number of months of Lessee's occupancy at the rate of Seventy Five Dollars ($75.00) per month.

4. Indemnification. To the extent authorized and allowed by law, and to the extent the parties have purchased excess insurance coverage, the Lessee shall indemnify the Lessor and hold it harmless from and for any and all losses, claims, actions, judgment for damages, or injury to persons or property and losses and expenses (collectively "losses") caused or incurred by the Lessee, its servants, agents, employees, guests and business invitees arising from the performance of this Lease Agreement, and not caused by or arising out of the tortious conduct of the Lessor or its employees. Likewise, the Lessor shall indemnify the Lessee and hold it harmless from and for any and all losses caused or incurred by Lessor, its servants, agents, employees, guests and business invitees arising from the performance of this Lease Agreement, and not caused by or arising out of the tortious conduct of the Lessee or its employees. For purposes of this Section, such losses include, without limitation those caused by any spill, disposal, discharge, or release of any hazardous material into, upon, from, or over that real property. As used in this paragraph, "hazardous material" means any hazardous or toxic substance, material, or waste, including petroleum products, that are regulated by any federal, state, or local governmental authority where the substance, material, or waste is located.

5. Use of Premises. Lessee shall use the leased premises for the purposes of installing and providing radio communications at the receiving frequency of 408.175 Mhz and a transmitting frequency of 173.100 Mhz. The Lessee shall also have the right of access via the roadway to the site and building.

6. Fire or Damage. If, during the term of this Lease, the

premises hereof shall be destroyed or damaged by fire, water, lightning or any other cause not the fault of the Lessee, so as to render the premises unfit for occupation by the Lessee, this Lease shall automatically be terminated and at an end. The Lessee shall then immediately surrender the premises to the Lessor and shall pay the rent only to the time of such surrender; any prepaid rent shall be refunded to Lessee.

7. Notices. Any notice required to be served in accordance with the terms of this Lease shall be sent by registered or certified mail or facsimile transmission confirmed by regular mail. Any notice required to be sent by the Lessor shall be sent to:

Lockheed Idaho Technologies Company
Attn:
P. O. Box 1625
Idaho Falls, Idaho 83415

and any notice required to be sent by the Lessee shall be sent to the address of the Lessee at:

State of Idaho
Department of Administration
Bureau of Communications
P. O. Box 83720
Boise, ID 83720-0076

8. Additional Use. Any new or additional use by the parties or application of this facility and site shall be approved by the parties in writing and each such site user will be required to protect existing communications services from degradation.

9. Default. In the event that either party hereto shall default in performance of any material term, covenant, and condition of the Lease, the party not in default may, after providing written notice of default and a reasonable cure period, at its option, may cancel this Lease by providing the defaulting party written notice of termination. Should the Lessee be in default by surrendering occupancy of the premises in some manner violative of the term of the Lease, the Lessor may re-enter the premises without affecting its right of recovery of accrued rent therefore; provided, however, the Lessor shall exercise due

diligence to mitigate any and all future losses of rent and/or damages which may result due to the failure of the Lessee to occupy the leased premises.

10. Officials, Agents and Employees of the Lessor Are Not Personally Liable. It is agreed by and between the parties hereto that, in no event, that any official, officer, employee or agent of the parties be in any way personally liable for any covenant or agreement herein contained, whether expressed or implied, nor for any statement, representation of warranty made herein or any way connected with this Lease Agreement or the leased premises.

11. Lessee's Agents or Employees Not Agents or Employees of the Lessor. The Lessor's permission to allow the Lessee's employees permission to camp, and to perform work on lands, under the terms of this agreement, does not in any way convey to the Lessee, their officials or any person or persons working with the Lessee in the performance of said work the status of employee for purposes of as may be provided by Idaho's Workers Compensation law or unemployment insurance requirements.

12. Insurance. It is agreed that the Lessee may maintain any policy or policies of insurance of any kind on the leased premises. Any such policy obtained by Lessee shall be at its sole expense, and sole benefit, and the Lessor shall have no obligation to obtain or pay for such insurance. If the Lessor desires insurance on any interest it may have in the premises, or in any property it has located on or in the premises it shall obtain such an insurance at the Lessor's own expense and such insurance will not be held accountable for any claim made against such insurance by Lessee.

13. Termination. Upon termination of this Lease, the Lessee shall surrender the premises to the Lessor in good order and condition, reasonable wear and tear excepted. Any improvements made by the Lessee during the term of its occupancy may be removed at the date of the termination, provided no substantial damage occurs to Lessor's property.

14. Heirs and Assigns. The terms of this Lease shall be applied to the heirs, executors, administrators, successors and

assigns of both the Lessor and the Lessee in like manner as to the original parties. An assignment or sublease by one party must be evidenced by prior written consent of the authorized representative of the Lessor and the Lessee. Lessor consents to the assignment by Lessee of this lease to the Department of Energy, Idaho Operations Office (DOE), upon any termination, cancellation, or expiration of Licensee's prime contract with DOE.

15. Nonwaiver Breach. The failure of the Lessor or Lessee to insist upon strict performance of any of the covenants and agreements of this Lease, or to exercise any option herein conferred in any one or all instances, shall not be construed to be a waiver or relinquishment of any such covenant or agreement, but the same shall be and will remain in full force and effect unless such waiver is evidenced by the prior written consent of authorized representatives of the Lessors and Lessee.

16. Termination for Convenience. This Lease may be terminated by either party upon ninety (90) days written notice to the other party. Upon the termination of this Lease the Lessee's employees will be allowed reasonable time to remove equipment from the shared facilities. This termination of this Lease will in no way affect any other agreements which may be in force and effect between the parties hereto. Any provision for insurance or indemnification shall survive any termination of this Lease.

17. Modification. This Lease may be modified, provided such modification is mutually agreed to by the parties and reduced to writing signed by the authorized representative of both parties hereto.

18. Severability. Should any provision of this Lease be found invalid or unenforceable by a court of competent jurisdiction, then such finding will not be cause to void or nullify the portion of this agreement which can remain in effect after the severance of the unenforceable provision.

19. Governing Law and Attorney Fees. The laws of Idaho shall govern should any dispute arise from this Lease. The party prevailing in any lawsuit arising from this Lease and its

enforcement will be entitled to its respective costs and attorney fees.

IN WITNESS WHEREOF, the parties hereunto have caused this Lease Agreement to be executed as of the day and year first hereinabove set forth.

LESSEE:
Lockheed Idaho Technologies Company

Glenn Clemons
Subcontract Administrator

LESSOR:
State of Idaho

Pamela I. Ahrens
Pamela I. Ahrens, Director
Department of Administration

STATE OF IDAHO)
) ss.
County of Ada)

On this 7 day of September, 1995 before me, the undersigned, a Notary Public in and for said State, personally appeared Glenn Clemons, known to me to be an official of Lockheed Idaho Technologies Company, who acknowledged to me that he executed the within Lease Agreement on behalf of Lockheed Idaho Technologies Company in his representative capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Lynda Keller
Notary Public for Idaho
Residing at Boise, Idaho
Commission Expires: 10/4/99

STATE OF IDAHO)
) ss.
County of Ada)

On this 26th day of September, 1995, before me, the undersigned, a Notary Public in and for said State, personally appeared Pamela I. Ahrens, known to me to be the Director of the Department of Administration of the State of Idaho, who acknowledged to me that she executed the within Lease Agreement on behalf of the State of Idaho in her representative capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Diane K. Garcia
Notary Public for Idaho
Residing at Boise, Idaho
Commission Expires: 9-6-01