

LEASE FOR REAL PROPERTY	LEASE NO. REORUTB-5-X0-0
ADDRESS OF PREMISES:	

THIS LEASE AGREEMENT is made and entered into this date by and between

whose address is: _____ and whose interest in the property hereinafter described is that of Owner, hereinafter called the "Lessor," and **UT- Battelle, LLC**, hereinafter called the "Company", acting under its Prime Contract DE-AC05-00OR22725 with the United States Department of Energy hereinafter called "DOE".

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Company the following described premises:

Building space to consist of _____ net usable square feet of space. The building will be located at _____. The leased space is to be used for industrial warehouse and office space and shall be provided in accordance with the attached document entitled "REQUIREMENTS – LEASE _____".

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on _____, subject to the termination and renewal rights as may be hereinafter set forth.

3. The Company shall pay the Lessor annual rent of \$__ at the rate of \$ _____ per month, one month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: _____.

4. This lease may be renewed at the option of the Company for the following terms and at the following rentals:

Option I: Lease to the Company _____ net usable square feet of space as stated in Article 1 above, for the period of _____, through _____, at an annual rent of \$ _____, at the rate of \$ _____ per month, to be paid one month in arrears. In the event Option I is exercised by the Company, it shall be exercised by written notice to the Lessor on or before _____.

Option II: Same as Option I above except for the period of _____, through _____, at an annual rent of \$ _____, at the rate of \$ _____ per month, to be paid one month in arrears. In the event Option II is exercised by the Company, it shall be exercised by written notice to the Lessor on or before _____.

Option III: Same as Option I above except for the period of _____, through _____, at an annual rent of \$ _____, at the rate of \$ _____ per month, to be paid one month in arrears. In the event Option III is exercised by the Company, it shall be exercised by written notice to the Lessor on or before _____.

5. The Company shall have the right to exercise the following options for additional building space.

Option IV: Building space to consist of _____ net usable square feet. The space will be contiguous with the industrial warehouse and office space as required in Article I. above. The leased space is to be used for offices and shall be provided in accordance with the attached document entitled REQUIREMENTS – LEASE _____. This option may be exercised in writing at any time following award of this lease. The term for the lease of space shall begin _____ days following the date the option is exercised and continue through _____, at an annual rent of \$_____, at the rate of \$_____ per month, to be paid one (1) month in arrears.

6. Liquidated Damages

If the Lessor fails to have leased premises complete and available for occupancy within the time specified in this lease agreement, or any extension, the Lessor shall, in place of actual damages, pay to the Company as fixed, agreed, and liquidated damages, for each calendar day of delay the sum of _____. Deferral of rental payments shall serve as liquidated damages, if so assessed, and shall begin calendar days from date of the award.

Alternatively, if performance is so delayed, the Company may terminate this lease in whole or in part under the Default clause in this lease agreement and in that event, the Lessor shall be liable for fixed, agreed and liquidated damages accruing until the time the Company may reasonably obtain similar space. The liquidated damages shall be in addition to the excess costs under the Default clause.

The Lessor shall not be charged with liquidated damages when the delay in performance arises out of causes beyond the control and without the fault or negligence of the Lessor as defined in the Default clause in this lease agreement.

7. The Company may terminate this lease in whole or from time to time in part whenever determined that such action is in the best interest of the Company. In the event of termination in whole or in part, the Company shall provide Lessor not less than _____ written notice in advance. Rental payments after total termination shall be payable through the time the Company occupies the premises. Rental payments after partial termination shall be reduced in proportion to the related reduction in occupancy of the premises. Said notice shall be computed commencing with the day after the date of mailing.

In the event a written notice of termination is provided to the Lessor _____ calendar days or greater in advance of _____, the Lessor shall be paid the total amount of \$ _____. This amount will be reduced by the sum of _____ for each 30 calendar day period which passes without a written notice of termination being provided.

8. The Lessor shall furnish to the Company, as part of the rental consideration, and at no additional cost to the Company, the following:
- a. All taxes and levies, including real estate
 - b. Water and sewer services
 - c. Electrical utilities
 - d. Natural gas service, if required
 - e. Casualty insurance
 - f. Janitorial services
 - g. Landscaping and mowing of grounds

- h. Building maintenance, including, but not limited to, heating, air conditioning, and electrical maintenance items
- 9. The following documents are attached and made a part hereof:
 - a. Terms and Conditions Lease of Real Property (Oct. 2000)
 - b. Representations and Certifications – Lease of Real Property (Oct. 2000)
 - c. REQUIREMENTS – LEASE _____.
- 10. Assignment. It is understood that the Company is authorized to and will make payment hereunder from Government funds advanced and agreed to be advanced to it by DOE, unless specifically provided for herein; and that with either DOE written approval or upon termination of said Contract No. DE- AC05-00OR22725 between the Company and DOE, administration of this lease may be transferred from the Company to DOE or its designee, and in case of such transfer and notice thereof to the Lessor, the Company shall have no further responsibility hereunder; and that nothing herein shall preclude liability of the Government for any payment properly due hereunder if for any reason such payment is not made by the Company from such Government funds.
- 11. Within 10 days after award of the lease, the Lessor shall submit to the Company:

A tentative schedule for construction of the property giving the dates on which the various phases of construction will be completed to coincide with the Company's required occupancy date;
- 12. Within an appropriate time frame after award of the lease, the Lessor shall submit to the Company:
 - a. Evidence of award of a construction contract;
 - b. Evidence of application for necessary building permit(s); and
 - c. Weekly progress reports, after the start of alteration, specifying the percentage of the work completed, explaining any delays encountered, and stating the expected completion and occupancy dates.
- 13. This lease shall be subject to the approval of DOE and shall not be binding unless so approved.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

APPROVED: _____

DOE Realty Officer