

LEASE OF REAL PROPERTY

ON (Installation Name)

THIS LEASE, made between the [Insert Department of the Military Service, Commander or Authority at Particular Base or Installation] (“Lessor”), of the first part, and (Utility Name), a (State of Incorporation) corporation, of the second part, WITNESSETH:

Lessor, under the authority contained in Title 10, United States Code, Section 2667 (make sure this citation is still accurate), has determined that the property hereby leased is not excess property, as defined by 40 U.S.C. 472; is not for the time needed for public use; and leasing it will be advantageous to the United States and in the public interest. Therefore, for the consideration set out below, the Lessor hereby leases to the party of the second part (“Lessee”) the premises or property described in Exhibit “A” and shown on Exhibit “B” hereto (“Leased Premises”), for the purpose of constructing, operating, and maintaining a _____ (“Facility”) on (Insert Installation Name “Installation”), and directly related uses as more fully provided and set forth in this Lease.

THIS LEASE is granted subject to the following terms and conditions:

1. Term

1.1 The term of this Lease shall commence on the date of Final Regulatory Approval (as defined in Section 1.1 below) and shall continue for a period of forty-five (45) years) from the date the Facility is completed and declared fully operable by Lessee, but in no event shall the termination date be later than (Insert Date). Plant operations shall cease [Date to be Determined] before the last day of the Term, and the last (number) months of the Term shall be used for decommissioning the Plant and interconnection, transmission and fuel facilities.

1.2 Final Regulatory Approval. Final Regulatory Approval is a final, non-appealable decision or order of the [name of state regulatory entity that regulates Lessee] without conditions or modifications unacceptable to either party, which:

1.2.1 approves this Lease, and all attachments thereto, including without limitation the Operating Agreement, in full and in the form presented by Lessee;

1.2.2 [if Lessee is using generation to meet a regulatory requirement:] finds that any procurement of power by Lessee from the Plant is procurement from an eligible resource for purposes of determining Lessee's compliance with any obligation it might have under [list applicable regulations, such as a Renewables Portfolio Standard]

2. Use of Leased Premises

2.1 The sole purpose for which the Leased Premises and any improvements thereon may be used, in the absence of prior written approval of the Lessor for any other use, is for the development and construction of electrical generation equipment, including but not limited to the construction of an electrical substation, transmission facilities and ancillary equipment for purposes of generating electricity:

2.1.1 constructing, including all pre-construction evaluation and preparation work, operating, maintaining, and decommissioning no more than (describe number and type of generating units – e.g. two combustion turbines) (all hereinafter referred to as "Facility"); and,

2.1.2 constructing, operating, and maintaining adjacent to, and for purposes of this Lease, part of, the Facility, fuel facilities for receipt, storage, and delivery of (describe fuel types – e.g. natural gas and diesel oil) for the operation of the Facility.

2.2 RESERVED. [Placeholder: The Parties should determine how they will deal with renewable energy credits, carbon offsets and other benefits that could arise from the operation of the Facility.]

3. Subject to Existing and Future Easements and Rights-of-Way

3.1 This Lease is subject to all outstanding easements and rights-of-way for any purpose with respect to the Leased Premises. Lessor represents and warrants there are no existing easements or right-of-way inconsistent with the rights granted to Lessee under this Lease or which might permit unreasonable interference with Lessee's operation of the Facility, and that, with the exception of matters which are of public record, Lessor has disclosed all existing rights-of-way and easements to Lessee. True and correct copies of these existing encumbrances are attached hereto. No encumbrances

shall be added to the Leased Premises after the effective date of initial Lease without Lessee's approval, which will not be unreasonably withheld

4. Operating Agreement

4.1 The Operating Agreement attached hereto as Exhibit "C" is incorporated into this Lease by reference. In the event of any inconsistency between the provisions of the Operating Agreement, as it presently exists or may be amended from time to time, and the provisions of this Lease, as it presently exists or may be amended from time to time, the provisions of this Lease will control.

5. Consideration

5.1 This Lessee shall provide to the Lessor consideration in the amounts set out in this Section 5 for the term of the Lease. Rent shall be paid annually to Lessor in advance on or before the first day of the calendar year. If the rent under any provision of this Section 5 begins on a day other than the first day of the calendar year, that portion of the rent which is payable for the period shall be prorated.

5.2 Rent payment due under this Section 5 shall be made promptly when due, without any deduction or setoff. Interest at the rate of (to be determined) per annum shall be payable on any rent payment required to be made under this Section 5 that is not paid within ____ (__) days after the date on which such payment is due. Interest shall accrue beginning on the day after the rent payment is due and end on the day payment is received by the Lessor.

5.3 Within ____ (__) days from Lessee's receipt of written documentation from the Lessor supporting costs expended by the Lessor, the Lessee shall pay to the Lessor the sum of any expenses reasonably incurred and documented after the expiration or termination of this Lease in restoring the Leased Premises to the condition required by Section 19.

5.4 Compensation in each case shall be made payable to the Treasurer of the United States and forwarded by the Lessee directly to the Lessor, by (specify method of payment.)

5.5 Consideration to the Lessor shall consist of (___dollars) per year during the term of this Lease and (2) the provision of electric power under emergency circumstances in accordance with the terms of the Operating Agreement, Exhibit C.

6. Grant of Easement to Lessee and Other Third Parties

6.1 Lessor will, upon adequate written request, grant to the (list Natural Gas or Other Fuel Provider "Fuel Provider") an easement across (Installation Name) in a location reasonably acceptable to Lessor for a fuel pipeline to provide fuel to the Facility. Any such easement which Lessor and Fuel Provider execute will be contained in a separate real estate document between those two parties. Lessor shall, within ____ days of an adequate written request, grant such additional easements to other third parties or to Lessee as the Lessee determines are required in order to permit the operation of the Facility on the Leased Premises or to correspond to security requirements. No such easements will be granted if they might interfere or obstruct the Installation's missions. The fuel pipeline easement and the other easements contemplated above are for purposes of this Section 6 hereinafter referred to collectively as the "Easements" and the areas of the Installation in which the Easements are located are for purposes of this Section 6 hereinafter referred to collectively as the "Easement Areas."

6.2 The Lessor reserves the right to grant such additional easements and rights-of-way with respect to the Easement Areas as it shall determine is in the public interest, provided that any such additional easements or rights-of-way shall not be (i) inconsistent with the Lessee's quiet use and enjoyment of the Leased Premises under this Lease, (ii) unreasonably interfere with the operation of the Facility, (iii) compromise Lessee's security requirements such as NERC/CIP, and (iv) be inconsistent with the grant of existing easements or rights-of-way.

6.3 The holders of such additional easements and rights-of-way, present or future, shall have reasonable rights of ingress and egress over the Easement Areas, in order to carry out the purpose of such additional easements and rights-of-way. These rights may also be exercised by workers acting as agents of the easement holders and engaged in the construction, installation, maintenance, operation, repair or replacement of facilities located on the Easement Areas and by any federal, state or local official engaged in the official inspection thereof.

6.4 The Lessor specifically reserves the right, at its expense, to construct and maintain additional utility lines and associated support facilities on the Easement Areas, provided that any such additional utilities and facilities shall not be inconsistent with the quiet use and enjoyment of the

Easements granted prior to such construction of utility lines and associated support facilities, and Lessee's security requirements such as NERC/CIP.

7. Termination

7.1 This Lease may be terminated by the Lessor upon a material breach by Lessee of a material term or condition of this Lease. No money or other consideration paid by the Lessee or which may be due up to the effective date of termination will be refunded or waived, as the case may be. Prior to termination, the Lessee must be informed, in writing, by the Lessor of the terms with which the Lessee is not complying and afforded a period of ____ (__) days to return to compliance with the Lease's provisions or begin the actions necessary to bring the Lessee into compliance with the Lease in accordance with a compliance schedule approved by the Lessor, in its reasonable discretion, if the time required to return to compliance exceeds the ____ (__) day period. This Lease may also be terminated by Lessor if Lessee permanently ceases the operation of the Facility at the Leased Premises. In the event that Lessor seeks to terminate on the grounds that Lessee no longer operates the Facility at the Leased Premises, the Lessor shall provide the Lessee with ____ (__) days advance written notice of its intent to terminate the Lease.

7.2 The Lease may be terminated by the Lessee (subject to the provisions of Section 19 below) at any time by giving the Lessor notice in writing, which notice (i) specifies a date at least ____ days after the date of the notice, that the Plant will cease operation and (ii) if applicable, a date subsequent to the date that the Plant will cease operation, by which decommissioning will be completed and the Lease will terminate. No money or other consideration paid or due up to the effective date of termination shall be refunded or waived, as the case may be.

7.3 In the event that the Lessor decides to sell the Leased Premises prior to the scheduled expiration of the Lease, Lessee shall have the first right to buy the Leased Premises. If Lessee exercises such right, this Lease shall terminate upon transfer of title from the Government to Lessee, subject to any specific conditions of the sale; otherwise the Lessee shall have the option of electing to keep this Lease in full force and effect or terminating it immediately.

8. Assignment or Sublease

8.1 Except for an assignment or sublease to an affiliate, subsidiary or parent of Lessee, which shall not require the consent of the Lessor, the Lessee shall not assign this Lease or any interest therein or any property on the Leased Premises, nor sublet the Leased Premises or any part thereof or any property thereon, nor grant any interest, privilege, or license whatsoever in connection with this Lease without the prior written consent of the Lessor. Such consent shall not be unreasonably withheld or delayed. Any assignment or sublease under this Section shall be subject to the provisions of Sections 8.2, 8.3, 8.4, and 8.5. Notwithstanding the above, any assignment or sublease to an affiliate, subsidiary, or parent of Lessee shall only take place after written notice of such assignment or sublease is provided to the Lessor.

8.2 Any assignment or sublease granted by the Lessee shall be subject to all of the terms and conditions of this Lease and shall terminate immediately upon the expiration or any earlier termination of this Lease, without any liability on the part of the Lessor to the Lessee or any assignee or sub-lessee. Under any assignment or sublease made, with or without consent, the assignee or sub-lessee shall be deemed to have assumed all of the obligations of the Lessee under this Lease. No assignment or sublease shall relieve the Lessee of any of its obligations under this Lease unless the Lessor shall specifically consent, in writing, to release the Lessee from such obligations, which consent may be withheld in the Lessor's reasonable discretion

8.3 Consent to any license, sublease, or assignment shall not be taken or construed to diminish or enlarge any of the rights or obligations of either of the parties under the Lease. Consent or rejection of any proposed license, sublease or assignment shall be provided within ____ () days of receipt by the Lessor of a written request thereof, which includes a copy of the proposed instrument. If the Lessor does not reject, via a written document, the proposed license, sublease or assignment within ____ () days of receipt by the Lessor of said written request, the proposed license, sublease or assignment shall be deemed approved. Upon any permitted assignment or sublease of the Leased Premises, Lessee shall furnish a copy of the same to Lessor.

8.4 Any agreement of sublease or assignment must expressly provide that (1) the sublease or assignment is subject to all of the terms and conditions of the Lease; (2) it shall terminate with the expiration or earlier termination of the Lease; (3) for the period of time which the Operating Agreement is in effect, the sub-lessee or assignee shall assume all of the Lessee's obligations and responsibilities

under the Operating Agreement identified in Section 4 of the Lease (Exhibit "C"); and (4) in case of any conflict between the Lease and any agreement of sublease or assignment, the Lease will control.

8.5 A copy of the Lease and the Operating Agreement must be attached to any license or agreement of sublease or assignment.

9. Condition of Leased Premises

9.1 The Lessee has inspected, knows, and accepts the condition and state of repair of the Leased Premises. It is understood and agreed that the Leased Premises are leased "as is" and "where is" without any representation or warranty by the Lessor concerning their condition and without obligation on the part of the Lessor to make any alterations, repairs, or additions, except as set forth in this Lease. The Lessor shall not be liable to Lessee for any latent or patent defects in the Leased Premises.

9.1.1. Notwithstanding the foregoing, if Lessee encounters unknown subsurface or latent physical or environmental conditions at the Leased Premises that differ materially from those identified in the physical condition report prepared in accordance with Section 9.2.1 or in the environmental condition report prepared in accordance with Section 9.2.2., Lessee shall immediately stop all work on the Leased Premises and notify the Lessor of such conditions. Initial notice shall be verbal and followed within two days by a written report detailing the conditions encountered.

9.1.2. The Lessor shall investigate the reported conditions and either (i) arrange for such conditions to be mitigated or remediated to standards set forth under applicable law and such that Lessee can occupy and use the Leased Premises for the purposes stated in Section 2.1.1, or (ii) within no longer than ____ () days, provide Lessee with an alternative location suitable for the purposes stated in Section 2.1.1, in which case all Sections of this Lease shall be applicable to the alternative location provided.

9.2 The following reports have been prepared and attached as exhibits to and by reference made a part of and incorporated into the Lease:

9.2.1 A physical condition report signed by the Lessor and the Lessee and a video recorded report of the Leased Premises prepared and attached as Exhibit "D". The written and video recorded reports document the condition of the Leased Premises on the beginning date of the Lease with respect to physical appearance and condition as determined from the joint inspection by the parties.

9.2.2 An environmental condition report signed by Lessor and the Lessee attached as Exhibit "E". The report sets forth the "Baseline Condition" of the Leased Premises with respect to physical and natural environmental matters on the beginning date of the Lease, as determined from the joint environmental inspection by the parties. Lessor and Lessee covenant and agree that the following matters concerning the joint environmental inspection are subject to the approval of both Lessor and Lessee: (i) the scope of the inspection, including invasive soil, groundwater, surface water, sediment or building materials sampling, (ii) the contractor or other third party performing the inspection, (iii) the sampling methods for collection of any samples, and (iv) the analytical methods applied to any samples and the laboratory performing analysis.

9.3 At the expiration or earlier termination of the Lease, the following reports will be prepared and attached to and made a part by reference of the Lease:

9.3.1 Another physical condition report, including a video recording of the site, will be prepared by Lessee within ___ days after decommissioning of the Leased Premises is completed. The written and video recorded reports will document the condition of the Leased Premises with respect to physical appearance and condition on the date of surrender of the Leased Premises to the Lessor. The Lessee will submit the physical condition report to the Government for written acceptance acknowledging that the Leased Premises meet the applicable criteria of Condition 19.

9.3.2 Another environmental condition report signed by the Lessor and Lessee will be attached as Exhibit "E-1". The report shall set forth the condition of the Leased Premises with respect to the physical and natural environmental matters on the date of surrender of the Leased Premises to the Lessor the scope of which shall be commensurate with the joint environmental inspection by the parties described in Section 9.2.2. Lessor and Lessee covenant and agree that the following matters concerning the joint environmental inspection are subject to the approval of both Lessor and Lessee: (i) the scope of the inspection, including invasive soil, groundwater, surface water, sediment or building materials sampling, (ii) the contractor or other third party performing the inspection, (iii) the sampling methods for collection of any samples, and (iv) the analytical methods applied to any samples and the laboratory performing analysis.

10. Maintenance of Leased Premises

10.1 In accordance with the purposes and terms of the Lease and subject to Section 19, the Lessee, at its own expenses, shall at all times preserve and maintain all portions of the Leased Premises, including any of Lessee's improvements located thereon and the landscaping and any other improvements made by the Lessee, in good order and condition, and exercise due diligence in protecting the Leased Premises against damage or destruction by fire and other causes related to the Lessee's activities on the Leased Premises. Notwithstanding the foregoing, Lessee is not responsible for activities associated with Lessor-granted easements and rights of way, and Lessor agrees to provide fire protection services to the Leased Premises in accordance with procedures to be reasonably developed by the parties.

10.2 The Lessee shall, at all times, maintain in good condition all of Lessee's parking areas, access drives and appurtenant drainage thereto within the Leased Premises, and shall keep them free of significant debris and obstructions.

10.3 The Lessee shall have the right to subcontract any or all of the maintenance work to be performed on the Leased Premises, but any such contract shall not relieve the Lessee of any of its obligations under the Lease, and the Lessee shall be and remain fully liable for performing all terms and conditions of the Lease and Operating Agreement.

11. Damage to Lessor's Property

11.1 Except in accordance with the purposes of this Lease, any real or personal property of the Lessor, including natural resources for which the United States is trustee under applicable law, which is damaged or destroyed by the Lessee incident to the Lessee's use and occupation of the Leased Premises shall be promptly repaired or replaced, whichever is appropriate, by the Lessee in satisfaction of applicable law. The Lessee, in the Lessee's discretion, may elect to pay to the Lessor money in an amount sufficient to compensate for the loss sustained by the Government by reason of damage or destruction of Government property, including natural resources for which the United States is trustee under the law. The amount of any such compensation shall be determined in accordance with applicable law.

12. Access and Inspection

12.1 Lessor and Lessee shall mutually develop, implement and enforce appropriate security procedures to (i) ensure that only persons authorized by Lessee have access to the Facility and (ii) otherwise conform to security requirements applicable to Lessee such as those required by NERC/CIP; provided, however, that such procedures will allow Lessor to conduct inspections of the Facility upon ___ () days advance notice to Lessee and in accordance with safety and other security requirements to ensure compliance with the terms of this Lease and the Operating Agreement. In connection with such procedures, Lessee may install and maintain such security devices as it deems necessary or appropriate to protect the Facility from unauthorized access. Lessor shall not enter upon the Leased Premises without Lessee's prior authorization except in accordance with the procedures established hereunder.

13. Liability and Indemnification

13.1 The Lessee shall be responsible for damages to property or injuries to persons to the extent they arise from or are attributable to the condition or state of repair of the Leased Premises, or the use and occupation thereof, or for damages to the Lessee's property, or for damages to the property of or injuries to the Lessee's officers, agents, servants, employees, or others who may be on the Leased Premises at their invitation, unless due to the act or omission of Lessor or its officers, agents, servants, employees, contractors, licensees or invitees or another third party not within the control or employ of Lessee.

13.2 The Lessee further agrees to indemnify, save, hold harmless, and defend the Lessor, its officers, agents, and employees, from and against all suits, claims, demands, or actions, liabilities, judgments, costs, and attorneys' fees arising out of, or in any manner predicated upon, personal injury, death, or property damage ("Claims"), to the extent such Claims result from, relate to, are caused by, or arise out of, the possession and/or use of the Leased Premises or any activities conducted or services furnished in connection with or pursuant to this Lease, unless due to the act or omission of Lessor or its officers, agents, servants, employees, contractors, licensees or invitees or another third party not within the control or employ of Lessee. Except as provided herein, Lessor's liability shall be as provided by law. The Lessor will give the Lessee notice of any Claim against it covered by this indemnity as soon after learning of it as practicable.

13.3 Lessor agrees to indemnify, save, hold harmless, and defend Lessee, its officers, agents, and employees, from and against all suits, claims, demands, or actions, liabilities, judgments, costs, and

attorneys' fees arising out of, or in any manner predicated upon, personal injury, death, or property damage (Lessee Claims) to the extent such Lessee Claims result from, are related to, caused by, or arise out of, the actions or inactions of Lessor or anyone acting on its behalf or under its control in connection with or pursuant to this Lease, unless due to the act or omission of Lessee or its officers, agents, servants, employees, contractors, licensees or invitees or another third party not within the control or employ of Lessor. Except as provided herein, Lessor's liability shall be as provided by law. [Need full citation of law referred to.] Lessee will give the Government notice of any Lessee Claim against Lessee covered by this indemnity as soon after learning of it as practicable.

14. Insurance

14.1 Insurance Coverage.

14.1.1 Lessee's Insurance. During the entire period this Lease shall be in effect, the Lessee at its expense will carry and maintain the following insurance with a reputable insurer authorized to do business in the State of (Name State where the Installation is located):

14.1.1.1

Property Insurance or the equivalent of a Special "all risk" Property Form covering Lessee's property, for the replacement value of the property, including improvements and personal property on the Leased Premises. Coverage shall include flood and boiler and machinery coverage;

14.1.1.2 Commercial General Liability, or equivalent, coverage for bodily injury and property damage, including but not limited to, insurance against assumed or incidental contractual liability under this Lease, with respect to the Leased Premises and improvements thereon, to afford protection in amounts of not less than ___ Million Dollars (\$____) in the event of bodily injury and death to any number of persons in any one accident, and not less than ___ Million Dollars (\$_____) for property damage;

14.1.1.3 Worker's compensation or similar insurance in form and amounts required by law;

14.1.2 Lessee's Contractor's Insurance. During the entire period this Lease shall be in effect, the Lessee shall carry and maintain either the insurance required below at its expense or require any contractor or subcontractor performing work or conducting any operations on the Leased Premises to carry and maintain the insurance at no expense to the Government:

14.1.2.1 Commercial General Liability, or equivalent, coverage for bodily injury and property damage, including, but not limited to, contractor's liability coverage and incidental contractual liability coverage, of not less than ____ Million Dollars (\$____) with respect to personal injury or death, and Million Dollars (\$____,000,000) with respect to property damage;

14.1.2.2 Worker's compensation or similar insurance in form and amounts required by law.

14.1.3 Policy Provisions. All policies or certificates issued by the respective insurers for commercial liability insurance will name the Lessor as an additional insured, provide that the insurer shall have no right of subrogation against the Lessor, and be reasonably satisfactory to the Lessor in all other respects. Notwithstanding the foregoing, any cancellation of insurance coverage based on nonpayment of the premium shall be effective only upon ____ (__) days' written notice to the Lessor. The Lessee understands and agrees that cancellation of any insurance coverage required to be carried and maintained by the Lessee under this Section 14 will constitute a failure to comply with the terms of this Lease. Any notice of cancellation will be made by insurer to Lessee who will forward such notice to the Government within ____ (__) business days.

14.1.3 Delivery of Policies. The Lessee shall deliver or cause to be delivered promptly to the Lessor a certificate of insurance evidencing the insurance required by this Lease and shall also deliver no later than ____ (__) days prior to the expiration of any such policy, a certificate of insurance evidencing each renewal policy covering the same risks.

14.2 In lieu of the insurance requirement set forth above, Lessee shall be permitted to self-insure against all matters which are covered by this Section 14. The foregoing provision regarding self-insurance shall extend to any affiliate, subsidiary or parent of Lessee, but shall not extend to any other sub-lessee, contractor, subcontractor or assignee without Lessor's written consent.

15. Compliance with Applicable Laws

15.1 The Lessee will at all times during the existence of this Lease observe and comply with, at its sole cost and expense, the provisions of all applicable Federal, State, interstate, and local laws, regulations, rules, ordinances, and other governmental standards and requirements which are applicable to Lessee's use of the Leased Premises and the improvements to be constructed on them or any part of them by the Lessee, and in particular those provisions concerning the protection of the environment, the use of herbicides, pollution control and abatement.

15.2 The Lessee shall comply with all applicable laws, ordinances, and regulations of the State of ____ and County of ____ with regard to construction, sanitation, licenses or permits to conduct business, whether the same now are in force, or that may be, at any time in the future, enacted or directed, at its sole cost and expense.

15.3 This Section 15 does not constitute a waiver of Federal Supremacy, legislative jurisdiction, or sovereign immunity.

15.4 Responsibility for compliance as specified in this Section 15 rests exclusively with the Lessee. The Lessor assumes no enforcement or supervisory responsibility except with respect to matters committed to its jurisdiction and authority. The Lessee shall be liable for all costs associated with compliance, defense of enforcement actions or suits, payment of fines, penalties, or other sanctions, and remedial costs related to Lessee's use of the Leased Premises.

15.5 The Lessor agrees that it will use its best efforts to ensure the continued availability of the Installation sanitary sewer system and water system in accordance with Condition 24.2; provided, however, that Lessee will not cause any discharges which would violate Lessor's wastewater discharge permit, a copy of which is attached hereto.

16. Construction and Modification of Leased Premises

16.1 Lessee acknowledges that:

16.1.1 The Lessee shall not be entitled to receive from the Lessor and the Lessor shall not be obligated to pay to the Lessee any monetary consideration for construction of the Facility or any other improvements contemplated by the Lease; and

16.1.2 Lessor's sole and exclusive interest in this Lease is limited to that of lessor of the land.

16.2 Lessee shall plan, design, license, construct, install, test, start-up, operate and maintain the Facility on the Leased Premises in accordance with Section 15 and the inclusion of the Facility in Lessee's Planning Requirements. The timing of such activities shall be determined by Lessee in accordance with Planning Requirements. "Planning Requirements" as used in this Lease shall mean the electric generating facilities which Lessee may determine, in the exercise of its planning and forecasting process, to be required to serve the present or future electric power needs of Lessee's electric system, as such determination may change from time to time.

16.2.1 Lessee shall be the sole owner of the Facility, and Lessee shall have sole authority to plan, design, license, construct, install, test, start-up, operate, maintain, add to, modify, dispose of, replace and otherwise control the Facility as Lessee deems necessary or appropriate in accordance with Prudent Utility Practice (as defined in the Operating Agreement), subject only to Lessor's rights of approval as specifically set forth in this Lease. Lessor shall not plan, design, license, construct, install, test, start-up, operate, maintain, add to, modify, dispose of, replace or otherwise control the Facility except as specifically authorized by this Lease.

16.2.2 Lessee shall submit the following design information to Lessor for approval prior to implementation, for the sole purpose of determining whether the Facility design shall present any interference or obstruction to the missions of the Installation:

16.2.2.1 General Facility arrangement consisting of plan and elevation views showing the major facilities and their location.

16.2.2.2 Architectural features such as landscaping and exterior paint schedules.

16.2.2.3 Fuel receipt, storage and containment drawings showing the method of compliance with federal and state regulations.

16.2.2.4 Details of connections to the Installation's domestic water system, sanitary sewer systems and other utilities.

16.2.2.5 A yard drainage drawing.

16.2.2.6 A construction schedule.

Lessor shall complete its review of all such information as quickly as possible, and in any event no later than ____ (__) days after receipt of same. In the event Lessor detects any problems during such review, Lessor shall notify Lessee immediately by telephone and promptly confirm such notice in writing. Unless such notice of problems is given within such ____ (__) day period, Lessee shall have the right to proceed with the implementation of such designs. Lessor shall not unreasonably withhold or delay approval of any design.

16.2.3 Lessee shall have the right to design, construct, install, own, operate and maintain other facilities, equipment and devices on the Leased Premises which are necessary or appropriate for the operation of Lessee's Facility. Lessee shall use reasonable efforts to minimize interference with Lessor's operation of its Installation. Subject only to excusable delays (i.e., unavoidable delays due to strikes, acts of God, inability to obtain labor or materials, governmental causes or any other causes beyond the reasonable control and without the fault or negligence of the Lessee and/or those engaged in the construction of the Plant), the Lessee shall commence the construction of the Facility within a reasonable time not to exceed ____ (__) years after the date on which this Lease is signed, provided, this ____ year period will be extended for any delays caused by excusable delays, including without limitation unavoidable delays due to strikes, force majeure, acts of God, inability to obtain labor or materials, delay in installation of interconnection and transmission facilities for the Facility or for its fuel supply, delay in obtaining necessary permits, other governmental causes or any other cause beyond the reasonable control and without the fault or negligence of the Lessee and/or those engaged in the construction of the Facility on Lessee's behalf.. The Lessee will give the Lessor reasonable notice prior to beginning construction. If construction is not begun within ____ (__) years of the date this Lease is signed, and Lessee is unable to demonstrate that the delay in beginning construction is excusable, the Lessor shall have the right to terminate this Lease by written notice to the Lessee without any cost or liability to the Lessor. If construction cannot be commenced due to Lessee's inability to obtain required permits or interconnection and transmission facilities for the Facility or the fuel supply, or if the cost to

obtain the permits or the interconnection and transmission facilities is not commercially reasonable, and the inability or the cost is not due to the fault or negligence of the Lessee, Lessee shall have the right to terminate this Lease under Section 7.2. Subject to the foregoing, the Lessee will determine the date on which it will start any work.

16.2.3.1 The Facility shall be completed within forty-eight (48) months after construction is begun, subject only to excusable delays, i.e., including without limitation unavoidable delays due to strikes, force majeure, acts of God, inability to obtain labor or materials, delay in installation of interconnection and transmission facilities for the Plant or for its fuel supply, delay in obtaining necessary permits, other governmental causes or any other cause beyond the reasonable control and without the fault or negligence of the Lessee and/or those engaged in the construction of the Plant on Lessee's behalf.

16.3 The Facility shall be constructed in good and workmanlike manner, without cost to the Lessor, and in accordance with Section 15.

16.4 During the period of construction, the Lessee shall be provided reasonable access to the Leased Premises and other sites on the Installation needed to enable the Lessee to construct the Facility via a temporary construction easement, unless the Lease has already commenced, in a form reasonably acceptable to Lessor and Lessee. All matters of ingress, egress, contractor haul routes, construction activity (including the use of cranes and other construction equipment), and disposition of excavated material in connection with the Lease shall be addressed within the temporary construction easement. The Lessee will remove all solid waste and excess or unneeded construction materials generated by the Lessee's work, except for material which may be needed by Lessee for maintenance or repair of the Facility, the fuel storage, and transmission and interconnection facilities, from the Leased Premises and other sites on the Installation as the case may be, in a timely manner.

16.5 During the term of the Lease, the Lessee shall have the right, at its sole cost and expense, to install such of its own machinery and equipment, make improvements, and attach fixtures in or upon the Leased Premises as may be necessary for its use of the Leased Premises pursuant to the Lease, and to remove such machinery, equipment, improvements and fixtures at any time prior to the expiration or earlier termination of the Lease. Title to all of the foregoing shall be and remain in the name of Lessee notwithstanding the affixation of the same to the land. The Lessee shall not construct,

erect, or maintain any temporary or permanent advertising sign on the Leased Premises, other than a company sign or logo.

17. Utilities and Services (NOTE: The specifics of this Section 17 will depend on the Facility being built – provided below is language that could be adapted to specific situations)

17.1 The Lessee will be responsible at its sole expense for all utilities, janitorial services, building maintenance, and grounds maintenance for the Leased Premises. Utilities services will be provided through meters, if possible. The Lessee will purchase, install, and maintain all such meters at its own cost and without cost and expense to the Lessor. Lessor will furnish water and sanitary sewer services to Lessee. Except for the electricity to be supplied by the Lessor at no charge to the Lessee to enable the Lessee to black-start the Facility in the event of an Emergency in accordance with Paragraph 7 of the Operating Agreement, the Lessee will pay, in addition to the rent which is required under this Lease, the charges for any utilities and services furnished by the Lessor which the Lessee may require in connection with its use of the Leased Premises. The charges and the method of payment for each utility or service will be determined by the appropriate supplier of the utility or service in accordance with applicable laws and regulations, on such basis as the appropriate supplier of the utility or service may establish. It is expressly understood and agreed that the Lessor in no way warrants the continued maintenance or adequacy of any utilities or services furnished by it to the Lessee; provided, however, that, except in the event of conditions beyond Lessor's reasonable control, Lessor shall provide at least () days notice to Lessee before discontinuing water or sanitary sewer service.

17.2 In the event of an Emergency (as defined in the Operating Agreement), Lessor may supply fuel to the Facility to the extent Lessee is unable to meet the Facility's fuel supply demands and to the extent Lessor is able and desires to meet such demands. Lessee shall reimburse Lessor for such fuel in an amount determined in accordance with applicable (Military Service) regulations.

17.3 Except as provided in Section 17.2, Lessee shall arrange for the procurement and supply of all natural gas, oil, and other fuel to the Facility. Lessee shall be the owner of the fuel so supplied and Lessor shall have no claim or right of use with respect to such fuel.

17.4 Utility Services - The Parties shall negotiate the price and terms of utility services.

17.5 The Lessee agrees to enter into a separate contract for each utility service procured under Section 17.1 at rates to be specified in each contract.

18. Taxes

18.1 The Lessee shall pay to the proper authority, when and as the same become due and payable, all taxes, assessments, and similar charges which, at any time during the term of this Lease may be imposed upon the Lessee with respect to the Leased Premises. Title 10, United State Code, § 2667 (e)[Need to confirm that it is Section (e) and not (f)] contains the consent of Congress to the taxation of the Lessee's interest in the Leased Premises, whether or not the Leased Premises are in an area of exclusive Federal jurisdiction. If and to the extent that the Leased Property is later made taxable by State or local governments under an Act of Congress after the effective date of this Lease, the Lease shall be renegotiated in good faith.

19. Surrender of Leased Premises

19.1 On or before the date of expiration of this Lease, or its earlier termination by the Lessee under Section 7.2, the Lessee shall vacate and surrender the Leased Premises to the Lessor. All plantings and landscape materials placed by the Lessee on the Leased Premises will become the property of the Lessor without compensation therefore and free from any liability to claim or demand by the Lessee. The Lessee shall remove all temporary and permanent structures and buildings (including buried lines of any kind which have contained hazardous materials or petroleum products) on the Leased Premises and all above-ground solid waste materials and shall leave the Leased Premises in a clean, sightly and safe condition to the satisfaction of the Lessor. If the Lessee shall fail or neglect to remove any temporary or permanent structures and buildings (including buried lines of any kind which have contained hazardous materials or petroleum products), then, at the option of the Lessor, the structures and buildings (or any part of them) shall either become the property of the Lessor without compensation therefore, or the Lessor may cause it to be removed and the Leased Premises to be restored at the expense of the Lessee, and no claim for damages against the Lessor shall be created by or made on account of such removal and restoration work. It is expressly understood that Lessee is not responsible for the costs of removing concrete foundations so long as they are in no way contaminated and no equipment or structures remain attached to them; additionally, any such foundations shall have no protruding objects such as pipes, bolts, stacks, or other like objects. Notwithstanding anything in this Lease or this Section 19.1 to

the contrary, Lessee and Lessor hereby agree and acknowledge that, as between Lessee and Lessor, Section 24 shall exclusively govern the parties' responsibilities for addressing hazardous materials (including, without limitation, hazardous substances and hazardous wastes) existing in or originating from the Facility.

19.2 If the Lease is terminated under Section 7.1, the Lessee shall vacate and surrender the Leased Premises to the Lessor as set forth in the written notice of termination. All plantings and landscape materials placed by the Lessee on the Leased Premises will become the property of the Lessor without compensation therefore and free from any liability to claim or demand by the Lessee. The Lessee shall remove all temporary and permanent structures and buildings (including buried lines of any kind which have contained hazardous materials or petroleum products) on the Leased Premises and restore them to the condition described in Section 19.1 within _____ (___) days or such longer time as the Lessor may direct. If the Lessee shall fail or neglect to remove all temporary and permanent structures and buildings (including buried lines of any kind which have contained hazardous materials or petroleum products), then, at the option of the Lessor, the property shall either become the property of the Lessor without compensation therefore, or the Lessor may cause it to be removed and the Leased Premises to be restored at the expense of the Lessee, and no claim for damages against the Lessor shall be created by or made on account of such removal and restoration work.

20. Disputes

20.1 The rights, obligations and remedies of the parties as specified under this Lease shall be interpreted and governed by the laws of the United States. Except as otherwise provided in this Lease, any dispute concerning a question of fact arising under this Lease which is not disposed of by mutual agreement of the parties shall be decided by the authorized officer of the Government. He or she shall reduce the decision to writing and mail or otherwise furnish a copy to the Lessee. Upon issuance of the authorized officer's decision, the Lessee shall have the right to pursue any other remedy available to it under law or equity. If Lessee does not appeal the decision, it shall be final and conclusive. 20.2

This provision does not preclude consideration of questions of law in connection with decisions provided for in condition 20.1. Nothing in this provision, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

20.2 If federal law directs the use of a different administrative dispute resolution process, that process will be used in place of the process set forth in this Section 20.

21. Rules and Regulations

21.1 The use and occupation of the Leased Premises shall be subject to such reasonable Installation rules and regulations (not inconsistent with this Lease) or any applicable security requirements (e.g., the requirements of NERC/CIP) as may be prescribed from time to time and provided to Lessee.

22. Notices

22.1 No notice, order, direction, determination, requirement, consent or approval under this Lease shall be of any effect unless it is in writing.

22.2 All notices to be given pursuant to this Lease shall be addressed, if to the Lessee, to:

If to the Lessor, to:

If to the Lessee, to:

or, as may from time to time be directed in writing by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper, addressed as aforesaid, and sent certified mail, return receipt requested (and shall be deemed received upon signature of the return receipt).

23. Operation of the Facility

23.0 Except as expressly provided herein to the contrary, the Lessee will maintain the Facility and conduct all operations at no cost to the Lessor.

24. Environmental Protection

24.1 The Lessee will comply with all applicable Federal, State, interstate, and local laws, regulations, and standards that are applicable to Lessee's activities on the Leased Premises. (See also Section 15.)

24.2 Lessee shall be solely responsible for obtaining at its cost and expense any environmental permits required for its operations under the Lease, independent of any existing Installation permits, except that Lessee may connect to the Installation sanitary sewer system and water system, both covered by Installation permits. Lessee's actions are not covered by any permit held by the Installation and no action or operation of Lessee will be included in, become part of, or be covered by any permit issued to the Installation except that Lessee may connect to its sanitary sewer system and water system, both covered by Installation permits. Should Lessee be unable to obtain its permits under the Clean Air Act as implemented, within ___ () years of application for such permits, either Party shall have the right to terminate this Lease without liability.

24.3 The Lessee shall indemnify and hold harmless the Lessor from any costs, expenses, liabilities, fines or penalties resulting from releases, discharges, emissions, spills, storage, or disposal of any toxic or hazardous wastes, substances or materials brought to or created at the Leased Premises by the Lessee, its officers, agents, employees, contractors, or sub-lessees, or the invitees of any of them, except to the extent that the Government or a third party not under the control of the Lessee caused or contributed to such releases, discharges, emissions, spills, storage or disposal. This provision shall survive the expiration or termination of the Lease.

24.4 Subject to Section 12, the Lessor may inspect the Leased Premises for compliance with environmental, safety and occupational health laws and regulations, whether or not the Lessor is responsible for enforcing them. Such inspections are without prejudice to and in addition to the right of duly constituted enforcement officials to make such inspections. [NOTE: the Parties will need to agree upon adequate notice provisions and other aspects of conducting an inspection]

24.5 Notwithstanding any other provision of the Lease, the Lessee does not assume under this Lease any liability or responsibility for remediation, clean-up, assessment, investigation, monitoring, removal, environmental impacts or damage (i) arising from conditions identified in the report describing the "Baseline Condition" and described in Section 9.2.2 above or (ii) caused by the Lessor or its officers,

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servants, agent's, employee's, contractor's, licensee's or invitee's or others unrelated to the Lessee or its use of toxic or hazardous wastes, substances or materials on any portion of the Installation including the Leased Premises at any time, including before the Lease term.

24.6 Provided that the Lessor applies best efforts to avoid any interference with Lessee's use and quiet enjoyment of the Leased Premises, subject to the provisions of Section 9.1.1 and Section 9.1.2, the Lessee understands and agrees that the Lessor assumes no liability to the Lessee or any assignee or sub-lessee in the event that hazardous waste cleanup requirements, whether imposed by law, regulatory agencies, or the (Military Service) or Department of Defense, interfere with the Lessee's use of the Leased Premises. The Lessee shall have no claim on account of any such interference against the Lessor.

24.7 The Government, the (Name the State Environmental Agency) and any other regulatory agency having jurisdiction, and their officers, agents, employees, contractors, and subcontractors have the right, subject to Section 12, to enter upon the Leased Premises for the purposes enumerated in this Condition and for such other purposes consistent with the Installation Restoration Program ("IRP"):

24.7.1 to conduct investigations and surveys, including, where necessary, drilling, borings, and other activities related to the Installations IRP,

24.7.2 to inspect field activities of the (Military Service) and its contractors and subcontractors in implementing the Installation's IRP,

24.7.3 to conduct any test or survey relating to the environmental conditions at the Leased Premises or to verify any data submitted to the DHS relating to such conditions;

24.7.4 provided that the Lessor applies best efforts to minimize or avoid any interference with the Lessee's use and quiet enjoyment of the Leased Premises, subject to the provisions of Section 9.1.1 and Section 9.1.2., to construct, operate, maintain, and undertake any other response or remedial action as required or necessary under the Installation IRP including, but not limited to monitoring wells, pumping wells and treatment facilities.

24.8 Provided that the Lessor applies best efforts to avoid any interference with the Lessee's use and quiet enjoyment of the Leased Premises, subject to the provisions of Section 9.1.1 and Section 9.1.2, the Lessee agrees to comply with the provisions of any health or safety plan in effect under the 2/15/2011 Draft

Installation's IRP during the course of any of the response or remedial actions described in Section 24.7 that are consistent with Lessee's operations and do not cause Lessee to incur costs or expenses in addition to Lessee's normal operating costs. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by the Lessee.

24.9 Installation emission reduction credits will not be made available to the Lessee. The Lessee shall be responsible for obtaining from other sources emission reduction credits if required to offset emissions resulting from its activities under the Lease. Notwithstanding the foregoing, consistent with Section 2.1, Lessor agrees to use its best efforts to assure that any claim that Lessor may make for the non-energy environmental attributes associated with the electrical energy generated by Lessee shall not interfere with or compromise Lessee's use of such electrical generation to meet Lessee's regulatory obligations.

24.10 Lessee agrees that it shall be considered the "generator" (pursuant to Title 40 Part 262 of the Code of Federal Regulations) of any hazardous wastes arising in connection with Lessee's use of the Leased Premises. The Lessee shall not, under any circumstances, allow any regulated quantity of hazardous waste to remain on or about the Leased Premises for any period in excess of (Insert applicable time period for Lessee)___ () days (the "Accumulation Period") if the Lessee is a large quantity generator of hazardous waste as set forth in 40 CFR Part 262. If the Lessee qualifies as a small quantity generator of hazardous waste under 40 CFR Part 262, the Accumulation Period shall be (Insert applicable time period for Lessee)___ days, and, if the distance to the nearest permitted hazardous waste treatment, storage or disposal facility is 200 or more miles, the Accumulation Period shall be (Insert applicable time period for Lessee)___ days. Any violation of this requirement shall be deemed a material breach of this Lease. Lessor's hazardous waste storage facilities will not be available to the Lessee. The Lessee must provide at its own expense such hazardous waste storage facilities, complying with all laws and regulations, as it needs to meet the applicable accumulation times for hazardous waste generators set forth in 40 CFR 262.

24.11 Accumulation points for hazardous and other wastes will not be used by the Lessee. Neither Lessor nor Lessee shall permit its hazardous wastes to be commingled with the hazardous wastes of the other party.

24.12 The Lessee shall apply for and obtain, at its own expense, any necessary wastewater discharge permits, including, but not limited to, any national Pollution Discharge Elimination System (or state equivalent) permits. This shall include any permit necessary for any and all industrial wastewater including, to the extent applicable, runoff from parking areas, roads, building roofs, etc. Any required wastewater treatment for wastewater originating from Lessee's operations shall be at the sole expense of the Lessee. Lessee may, however, connect to the Installation's sanitary sewer system solely for sanitary sewage and on a reimbursable basis.

24.13 The Lessee shall have a plan, approved by the applicable regulatory agency, for responding to hazardous waste, fuel, and other chemical spills prior to receipt of fuel oil, which meets the requirements of applicable law. Unless agreed to otherwise by the Lessor, such plan shall be independent of the Installation's plan and shall not rely on use of the Installation's personnel or equipment. Should the Lessor provide any personnel or equipment on request of the Lessee, or because the Lessee was not conducting cleanup actions in accordance with a timeframe mandated by applicable law or regulation, the Lessee agrees to reimburse the Lessor for its reasonable, documented costs.

24.14 The Lessee shall, upon reasonable notice of the Lessor, provide copies of records, logs, manifests, and any other documentation maintained by Lessee in compliance with environmental laws, rules, and regulations and not subject to a privilege, confidential or proprietary, including but not limited to those dealing with accumulation points for hazardous waste.

24.15 The Lessee must notify the Lessor of the presence of any radioactive materials and radiation-producing equipment.

25. Special Provisions

25.1 The Lessee shall avoid all ground disturbing activities until the Lessor has:

25.1.1 completed all required consultations with the U.S. Fish and Wildlife Service concerning impacts on endangered species required by applicable law and regulation;

25.1.2 completed all required consultations with the State Historic Preservation Officer (SHPO) and the Federal Advisory Council on Historic Preservation concerning impacts on historic and cultural properties required by applicable law and regulation; and

25.1.3 executed any necessary Finding of No Practicable Alternative (FONPA) under Executive Order 11990 concerning construction in wetlands.

25.2 The Lessee recognizes and understands that these consultations and the FONPA may result in additional environmental requirements being imposed upon the Lessee as conditions of the Lease and agrees to abide by any restrictions or implement any further mitigation as required by applicable law and directed by the Lessor.

25.3 The Lessee shall be responsible for determining whether it is subject to local building codes or building permit requirements, and for compliance with them to the extent they are applicable.

25.4 The Lessee recognizes and understands that the Installation is an operating military installation and accepts that the Lessee's operations may from time to time be hampered by temporary restrictions on access, such as identity checks and automobile searches. The Lessee further acknowledges that it understands that the Installation strictly enforces Federal laws and (Name Service – e.g. Army) regulations concerning controlled substances (i.e., drugs) and agrees that the Lessor will not be responsible for lost time or costs incurred due to routine delays in entry, temporary loss of access, barring of individual employees from the base under Federal laws authorizing such actions, limitation or withdrawal of an employee's on-base driving privileges, or any other security action that may cause employees to be late to or unavailable at their work stations, or that may delay arrival of parts and supplies.

25.5 The Lessee shall be responsible for control of its employees in any restricted and controlled areas. The Lessee shall strictly comply with restricted and controlled area entry procedures.

25.6 The Lessee will be responsible at its cost and expense for any improvements, renovations, and repair of any parking area included in the Leased Premises, so long as the improvement, renovation or repair was not caused by the actions of Lessor or its officers, agents, servants, employees, contractors, licensees or invitees. The Lessee also shall provide at its expense any physical security it deems necessary for the privately-owned vehicles of its employees, contractors, and subcontractors.

25.6 The Lessee agrees that the Lessee will be responsible for loss or damage to the parked vehicles of its employees, contractors, and subcontractors on the Leased Premises, unless due to the act

or omission of Lessor or its officers, agents, servants, employees, contractors, licensees or invitees; and Lessee will indemnify and hold the Lessor harmless from any claims for such loss or damage, unless due to the act or omission of Lessor or its officers, agents, servants, employees, contractors, licensees or invitees.

26. General Provisions

26.1 **Covenant against Contingent Fees.** The Lessee warrants that no person or 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 established commercial agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the Lessor shall have the right to annul this Lease without liability or in its discretion to require the Lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

26.2 **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 to arise therefrom, but this provision shall not be construed to extend to this Lease if made with a public corporation for its general benefit.

26.3 **Nondiscrimination.** The Lessee shall use the Leased Premises in a nondiscriminatory manner to the end that no person shall, on the ground of race, color, religion, sex, age, handicap or national origin, be excluded from using the facilities or obtaining the services provided thereon, or otherwise be subjected to discrimination under any program or activities provided thereon.

26.3.1 The Lessee agrees not to discriminate against any person because of race, color, religion, sex, or national origin in furnishing, or refusing to furnish, to such person the use of any facility, including all services, privileges, accommodations, and activities provided on the Leased Premises. This does not require the furnishing to the general public the use of any facility customarily furnished by the Lessee solely to tenants or to Installation's military and civilian personnel, and the guests and invitees of any of them.

26.4 **Gratuities.** The Lessor may, by written notice to the Lessee, terminate this Lease if it is found after notice and hearing, by the Secretary of the (Name Service), or his/her duly authorized

representative, that gratuities in the form of entertainment, gifts or otherwise, were offered or given by the Lessee, or any agent or representative of the Lessee, to any officer, or employee of the Lessor with a view toward securing an agreement or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such agreement; provided that the existence of the facts upon which the Secretary of the (Name Service) or his/her duly authorized representative makes such findings, shall be an issue and may be reviewed in any competent court. In the event this Lease is so terminated, the Lessor shall be entitled (a) to pursue the same remedies against the Lessee as it could pursue in the event of a breach of the Lease by the Lessee, and (b) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary of the (Name Service) or his/her duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Lessee in providing any such gratuities to any such officer to employee. The rights and remedies of the Lessor provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Lease.

26.5 No Joint Venture. Nothing contained in this Lease will make, or will be construed to make, the parties hereto partners or joint venturers with each other, it being understood and agreed that the only relationship between the Lessor and the Lessee is that of landlord and tenant. Neither will anything in this Lease render, nor be construed to render, either of the parties hereto liable to any third party for the debts or obligations of the other party hereto.

26.6 Failure of a Party to Insist on Compliance. The failure of either Party to insist in any one or more instances, upon strict performance of any of the terms, covenants, or conditions of this Lease shall not be construed as a waiver or a relinquishment of that Party's rights to the future performance of any such terms, covenants, or conditions, but the obligations of the other Party with respect to such future performance shall continue in full force and effect.

26.7 Successors and Assignments. All of the covenants, conditions, and obligations contained in this Lease shall be binding upon and inure to the benefit of the respective successors and assigns of a Party to the same extent as if each such successor and assignee were in each case named as a party to the Lease, but this paragraph does not modify the provisions governing assignment provided for under Section 9 of the Lease. Any person, corporation, or other legal entity acquiring any or all of

the rights, title, and interest of the Lessee in and to the Leased Premises shall thereby become liable under and be fully bound by all of the conditions of this Lease.

26.8 Entire Agreement. It is expressly agreed that this written instrument, together with all exhibits attached to and made a part hereof pursuant to Section 29 of the Lease, embodies the entire agreement between the parties regarding the use of the Leased Premises by the Lessee, and there are no understandings or agreements, verbal or otherwise, between the parties except as expressly set forth herein. This instrument may only be modified or amended by mutual agreement of the parties in writing and signed by each of the parties hereto.

27. Lessor Representatives and Their Successors Should we delete this section?

27.1 The Lessor and the party executing this Lease on behalf of Lessor have been duly authorized to administer this Lease and executive and administer the Operating Agreement (Exhibit "C").

27.2 Except as otherwise specifically provided, any reference herein to "Commander" or "said officer" shall mean the Commander of the Installation and shall include his or her duly appointed successors and his or her authorized representatives.

28. Amendments

28.1 This Lease may be amended at any time by mutual agreement of the parties. Amendments to the Lease must be in writing and approved by the Deputy Assistant Secretary of the (Name Service), or his successor in interest, to become effective.

28.2 The Operating Agreement may be amended by mutual agreement of the parties to it. The approval of the Deputy Assistant Secretary is not required for any amendment to the Operating Agreement so long as the amendment is consistent with the Lease.

29. Exhibits

29.1 Five (5) exhibits are attached to and made a part of this Lease, as follows:

29.1.1 Exhibit "A" – Description of Leased Premises

29.1.2 Exhibit "B" – Map of (redacted)

- 29.1.3 Exhibit "C" – Operating Agreement
- 29.1.4 Exhibit "D" – Physical Condition Report
- 29.1.5 Exhibit "E" – Environmental Condition Report

30. Reporting to Congress

30.1 The requirements of Title 10, United States Code, Section 2662, have been complied with.

31. Survival of Provisions

31.0 The provisions of the Lease which by their nature survive termination or expiration of the Lease, including, without limitation, Sections 11, 13, 14, 15, 18, 19, 20, and 24, shall remain in full force and effect following termination or expiration of the Lease.

32. Title to Leased Premises.

32.1 Lessor represents and warrants that Lessor holds fee simple title to the Leased Premises and the Installation and that Lessor has the right, title and authority to lease the Leased Premises to Lessee and to grant to Lessee and other third parties the easement rights contemplated hereby.

33. Recording of Lease.

33.1 Lessor and Lessee acknowledge and agree that this Lease or a memorandum hereof may be recorded in the records of (Name place where the Lease will be recorded).

IN WITNESS WHEREOF I have hereunto set my hand by authority of the Secretary of the (redacted) this ___ day of _____, ____.

By: _____

THIS LEASE is also executed by the Lessee this ___ day of _____, 20__.

By: _____

Title: _____

Signed and sealed in
the presence of

(1) _____

(2) _____