DEPARTMENT OF THE ARMY LEASE

BETWEEN

THE DEPARTMENT OF THE ARMY

AND

(LESSEE)

FOR THE LEASED PREMISES LOCATED ON

(INSTALLATION)

(Called the "Installation" in this Lease.)

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RECITALS

A. The Secretary of the Army, under the authority contained in 10 U.S.C. § 2667, has determined:

(i) the Leased Premises, as defined in this Lease, is not excess property as defined under 40 U.S.C. § 102(3) and is not at this time needed for other public use;

(ii) a lease of such Leased Premises is advantageous to the United States; and

(iii) a lease of such Leased Premises on the terms set forth in this Lease is in the public interest.

B. NOW, THEREFORE, the Secretary of the Army, by virtue of the authority conferred by law, for the consideration set forth below, hereby leases to the Lessee the Leased Premises (as defined in this Lease) subject to the terms, conditions, covenants and agreements set forth in this Lease as follows:

SECTION 1—BASIC LEASE PROVISIONS

1.01. Date and Parties. This lease ("Lease") is made as of this _____ day of _____, 20__, between the United States of America, acting through the Secretary of the Army ("Government") and _____, organized under the laws of _____, with principal offices at _____ ("Lessee"). The Government and the Lessee may be referred to jointly as the "Parties" and each separately as a "Party."

1.02. Leased Premises. The Government leases to the Lessee the land described in Exhibit A and shown on Exhibit B (the "Leased Premises") located at [Installation] ("Installation"), together with the right to gain access to the Leased Premises through a route or routes designated from time to time by the Government, in accordance with this Paragraph 1.02, and to use the streets, driveways, sidewalks, and walkways on the Installation for the purposes of pedestrian and vehicular ingress and egress to and from the Leased Premises. The Government reserves the right to change, modify, or eliminate, or temporarily to close, any portion or portions of streets, driveways, sidewalks, and walkways in a manner that will not unreasonably interfere with the Lessee's use of the Leased Premises under this Lease. Notwithstanding the foregoing, the Government reserves its right of general access to the Leased Premises for such purposes as

maintaining, repairing, or replacing utility systems located within the Leased Premises, and to the extent they are needed by the Government for the operation, security, or safety of the Installation, or its assigned personnel, or for any other lawful purpose.

1.02(a). Fee Title. Fee title to the land shall continue to vest at all times with the Government.

1.02(b). Easements and Rights-of-Way. The Leased Premises may be subject to certain reservations, easements, restrictions and rights. A list of such known reservations, easements, restrictions and rights, upon current information and belief of the Government, is included in the list of Existing Encumbrances at Exhibit C. The Government shall have the further right to create and grant additional easements and rights-of-way (hereafter "Additional Encumbrances") over, across and through the Leased Premises, including, without limitation, the right to modify and relocate any of the Existing Encumbrances. The Lessee shall accept and occupy the Leased Premises subject to and in compliance with the Existing Encumbrances and Additional Encumbrances (collectively, the "Encumbrances"); provided, however, the Government agrees that it will not create any Additional Encumbrances or relocate Existing Encumbrances in a manner that is inconsistent with or materially impairs the rights and benefits of the Lessee under this Lease with respect to the development, construction, ownership, leasing, use and operation of the Leased Premises by the Lessee.

1.02(c). Additional Easements and Rights-of-Way. Subject to 10 U.S.C. § 2668 and 10 U.S.C. § 2662, the Government may grant and create easements and rights-of-way as shall be reasonably required to enable the Lessee to develop, construct, lease, use, operate and maintain the Lessee-owned facilities on the Leased Premises in accordance with the permitted uses authorized under Paragraph 1.03(a) below, which easements and rights-of-way over Government owned or controlled land shall be set forth in documentation prepared by the Government, provided that such easements shall not be located or relocated in a manner that would unreasonably interfere with the overall operation or impair the security of the Installation, of which the Leased Premises are a part. Obtaining any easements and rights-of-way over property not owned or controlled by the Government shall be the responsibility of the Lessee to obtain or procure, at the Lessee's sole cost and expense.

1.03. Use and Access.

1.03(a). Use. The Lessee shall use the Leased Premises solely for the purposes of developing, constructing, operating, and maintaining _____ (the "Facilities"). The Lessee shall comply, at its own expense, with all laws, ordinances, rules, requirements, regulations and orders of the United States of America, the state where the Leased

Premises are located and any other public or quasi-public federal, state, interstate or local authority and any department or agency thereof, having jurisdiction over the Leased Premises and relating to the Leased Premises or imposing any duty upon the Lessee with respect to the use, occupation or alteration of the Leased Premises and in effect during the Term. The Lessee shall not create a nuisance or use the Leased Premises for any immoral or illegal purposes, and in no event shall the Leased Premises be used by the Lessee for any of the following:

(i) Activities involving the storage, treatment, transportation, disposal, or manufacture of hazardous materials, hazardous substances, or hazardous wastes, except as specifically authorized by Paragraph 4.02.

(ii) Activities that adversely affect the health, safety, morals, welfare, morale, and discipline of the Armed Forces, such as the sale or use of drug abuse paraphernalia, illicit gambling, and prostitution.

(iii) Partisan political activities.

(iv) Activities by entities advocating the overthrow of the United States Government.

1.03(b). Installation Rules.

(i) The Lessee's use and occupation of the Leased Premises shall be subject to the general supervision and approval of the Installation Commander and to such rules and regulations regarding access to the Installation, and the preservation of health, safety, security and the maintenance of good order and discipline on the Installation as the Installation Commander may prescribe from time to time.

(ii) In addition to such other rules and regulations as may be prescribed from time to time by the Installation Commander, the Lessee shall comply with the Government's specific requirements for antiterrorism and operations security, as established by the Installation, and which may be amended from time to time. The Installation will provide the Lessee with such requirements upon execution of this Lease, and with updated versions as such requirements are amended or revised.

(iii) The Lessee shall also comply with and implement, as applicable, the Government's specific requirements for cyber security as established by the Department of the Army, and as may be amended from time to time. The Government will provide the Lessee with such requirements upon execution of this Lease, and with updated versions as such requirements are amended or revised.

(iv) The Leased Premises and any improvements located thereon are subject to periodic inspection by Installation security personnel in conjunction with their official duties. The

Lessee will cooperate in these inspections to the extent required to ensure that law enforcement activities are not hindered and that Installation security requirements are met. The Government shall normally give the Lessee twenty-four (24) hours prior notice of its intention to enter the Leased Premises, unless it determines the entry is required for safety, environmental, operations, or security purposes. Lessee may, but is not required, to accompany the Government. If requested, Government officials inspecting the Leased Premises shall comply with such reasonable safety and operating procedures of the Lessee, including any training required prior to entrance of any Government officials onto the Leased Premises. The Government shall exercise its access rights hereunder to minimize the interference with the Lessee's use of the Leased Premises. The Lessee shall have no claims against the United States or any officer, agent, employee or contractor thereof on account of any entries made pursuant to this Lease.

(v) The Lessee, its officers, agents, employees, independent contractors, and subcontractors must obtain identification passes from Installation military police before admission to the Installation. Vehicles of such personnel also must be registered with and issued temporary passes by Installation military police before they may be driven onto the Installation. Such vehicles are subject to inspection by Installation military police, and, before temporary passes will be issued, drivers must present evidence that they comply with the minimum insurance requirements of the state in which their vehicle is registered.

(vi) The Government retains the right to refuse access to the Installation, including the Leased Premises, by the Lessee, its officers, agents, employees, independent contractors, and subcontractors during a national emergency or for other compelling reasons as determined by the Installation Commander in his or her sole discretion.

1.03(c). Conflict with Lease. If a rule or regulation issued under Paragraph 1.03(b) conflicts with or is inconsistent with any Lease provision, the Lease provision controls.

1.03(d). Right of Access. The Lessee acknowledges that it understands the Installation is an operating military installation that can be closed to the general public, and, as a result, agrees that the Lessee's operations may be restricted to accommodate the needs of national defense. Access on the Installation may also be restricted due to inclement weather and natural disasters. The Lessee further acknowledges that the Government strictly enforces federal laws and Army regulations concerning controlled substances (drugs) and that personnel, vehicles, supplies and equipment entering the Installation are subject to search and seizure under 18 U.S.C. § 1382. The Government will reasonably permit the Lessee access to the Leased Premises at all times, subject

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to the provisions of this Paragraph 1.03(d). Except as otherwise set forth in this Lease, the Lessee agrees the Government will not be responsible for lost time or costs incurred due to delays in entry, temporary loss of access, barring of individual employees from the Installation under federal laws authorizing such actions, limitation or withdrawal of an employee's Installation driving privileges, or any other security action that may cause employees to be late to or unavailable at their work stations, or delay arrival of parts and supplies under the terms of this Lease. The Lessee, its sublessees, employees, and invitees shall abide with all Installation access restrictions imposed by the Government.

1.04. Lease Term, Early Termination, and Renewal.

***1.04(a).* Lease Term**. This Lease shall be for a term beginning at 12:00 a.m., _____, 20___, ("Beginning Date") and will be for a duration of [TBD] years ending at 11:59 p.m., _____, 20___ ("Ending Date"), unless sooner terminated in accordance with the terms contained in this Lease. As used in this Lease, the term "Ending Date" shall mean the date set forth above as to the duration of this Lease or the date of any authorized earlier termination, such as for default, whichever date is earlier. The period from the Beginning Date through the Ending Date shall be referred to as the "Term."

1.04(b). Early Termination by Government. In the event, subject however to an Excusable Delay as defined in Paragraph 7.01(b), the Lessee shall fail to commence its development activities within _____ days/months/years from the Beginning Date, or having commenced such development activities shall fail to proceed with reasonable diligence to complete all of its development activities within _____ days/months/years from the Beginning Date, and such failure shall continue after the expiration of the cure period set forth in Paragraph 7.01(a)(i), the Government, in its sole discretion, may terminate the Lease. If pursuant to the foregoing the Government terminates this Lease, Lessee shall vacate and surrender the Leased Premises as provided in Paragraph 7.02(d).

1.04(c). Early Termination by Lessee. Notwithstanding any other provision of this Lease, if Lessee, in Lessee's sole discretion, determines that the development as contemplated under this Lease is not feasible, Lessee may, at any time prior to the first anniversary date of the Effective Date and upon sixty (60) days prior written notice to the Government, terminate this Lease without penalty. If Lessee elects to terminate the Lease pursuant to this Paragraph 1.04(c), Lessee shall pay to the Government Rent for the period of time from the Beginning Date to the date Government receives Lessee's written notice of early termination by Lessee. Rent for any partial month shall be prorated by multiplying the monthly Rent by a fraction, the numerator of

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which is the number of days of the partial month included in the Term and the denominator of which is the total number of days in the full calendar month. Following such termination by Lessee, Lessee and the Government shall have no further rights or obligations whatsoever under this Lease, except for any claims which may arise during Lessee's occupation of the Leased Premises, and the Leased Premises shall be free and clear of the encumbrance of this Lease. If Lessee fails to deliver a written notice of termination to the Government sixty (60) days prior to the first anniversary date of the Effective Date, then this Lease shall remain in full force and effect. In addition, the termination provisions contained in this Paragraph 1.04(c) shall become null and void and be of no further force or effect if the Lessee or Lessee's agents or contractors have commenced construction of the improvements contemplated under this Lease.

1.04(d). Renewal. [TBD] The Lessee shall have [TBD] option ("Renewal Option") to extend the Term for an additional period of [TBD] consecutive years ("Extension Period") provided that: (i) the Lessee gives written notice ("Exercise Notice") to the Government of its election to exercise the Renewal Option no later than twelve (12) months prior to the expiration of the then current Term; (ii) Lessee has not committed more than two (2) Defaults as defined in Paragraph 7.01(a) within any year during the Term of this Lease; and (iii) as of the date that the Exercise Notice is delivered to the Government, no Default (beyond the notice and cure period set forth in this Lease) has occurred and then remains uncured. All terms and conditions of this Lease shall remain in full force and effect during the Extension Period, and consideration shall be due and payable as provided in Paragraph 2.01.

1.05. Lessee's Compliance with Applicable Laws.

1.05(a). Lessee's Compliance. The Lessee shall at all times during the Term promptly observe and comply, at its sole cost and expense, with the provisions of all applicable federal, state, and local laws, regulations, and standards. Further, with respect to the Lessee's improvements and all other equipment and operations on the Leased Premises, the Lessee shall comply with all Army safety, health, and fire regulations, standards, technical orders, and procedures in common use work and operating areas.

1.05(b). Special Compliance. The Lessee shall comply with all applicable state and local laws, ordinances, and regulations with regard to construction, sanitation, licenses, or permits to do business, and all other matters. 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 with respect to the Lessee's use of the Leased Premises. Government shall cooperate reasonably with the Lessee, so long as such can be completed

without the Government incurring any costs or liability, as are necessary for the Lessee to comply with or obtain any land use permits and approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact reviews, or any other approvals necessary in connection with Lessee's development, financing, construction, installation, replacement, maintenance, operation, or removal of the Facilities. Although this Lease is not subject to either the Federal Acquisition Regulation or the Defense Federal Acquisition Regulation Supplement, the Secretary of the Army has determined the advisability of the inclusion of the requirements set forth in the list contained in Exhibit D ("Mandatory Lessee Requirements"). These Mandatory Lessee Requirements are hereby incorporated by reference into this Lease as if fully set forth herein and shall be binding upon the Lessee, its officers, agents, servants, employees, or others (excluding those employees or agents of the Government who are on the Leased Premises for the purpose of performing official duties) who may be on the Leased Premises at their invitation or the invitation of any one of them (collectively the "Lessee Parties"). The Lessee Parties shall comply with the Mandatory Lessee Requirements as currently promulgated, or as may be amended from time to time. Failure to comply with these Mandatory Lessee Requirements shall be subject to immediate termination of this Lease, at the Government's sole discretion, as further provided in Section 7.

1.05(c). Permitted Signs. The Lessee shall comply with Government regulations with respect to the placement of signage in, on or about the Leased Premises. Other than the signs and listings permitted under the aforementioned regulations, the Lessee shall not place or have placed any other signs, listings, advertisements, or any other notices anywhere else in, on or about the Leased Premises.

1.05(d). Federal Supremacy and Sovereign Immunity. Nothing in this Lease shall be construed to constitute a waiver of federal supremacy or federal sovereign immunity.

1.05(e). Lessee's Responsibility. Responsibility for compliance as specified in this Paragraph 1.05 rests exclusively with the Lessee. The Government 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 the Lessee's use of the Leased Premises.

1.05(f). Lessee's Right to Contest. The Lessee shall have the right to contest by appropriate proceedings diligently conducted in good faith, without cost or expense to the Government, the validity or application of any law, ordinance, order, rule, regulation, or requirement of the nature

referred to in this Paragraph 1.05. The Government shall not be required to join in or assist the Lessee in any such proceedings. Lessee's right to contest hereunder shall not constitute a default under Paragraph 7.01(a) if:

(i) Payment is not yet due or compliance is not yet required under any law, ordinance, order, rule, regulation, or requirement referred to under this Paragraph 1.05, or proceedings to contest the same suspends payment or compliance thereunder;

(ii) Lessee shall give the Government reasonable notice of, and information pertaining to, such contest and regular progress reports with respect thereto; and

(iii) Lessee shall indemnify, protect, and hold harmless the Government and the Leased Premises from any lien or liability with respect to any contest thereof.

1.06. Condition of the Leased Premises. The Lessee agrees that it 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 in an "as is, where is" condition without any representation or warranty by the Government concerning their condition, and without obligation on the part of the Government to make any alterations, repairs, or additions. The Government shall not be liable for any latent or patent defects in the Leased Premises under this Lease. The Lessee acknowledges that, pursuant to this Lease, the Government has made no representation or warranty concerning the condition and state of repair of the Leased Premises nor any agreement or promise to alter, improve, adapt, or repair them that has not been fully set forth in this Lease. The Lessee represents, warrants, and acknowledges that it has entered into this Lease on the basis of its own full investigation of all facts and conditions underlying or relating to the Leased Premises and the development and use of the Leased Premises, including without limitation, environmental conditions, and that it has solely relied upon its own investigation. Given the Lessee's deemed knowledge of the facts and conditions affecting the Leased Premises, the Lessee shall exercise the appropriate level of care when conducting any ground disturbing activities to ensure that such activities do not result in the release of any Environmentally and Safety Regulated Materials, as defined in Paragraph 4.03(a). The Lessee shall also be responsible for exercising the appropriate level of care as described in this Paragraph 1.06 with respect to any underground pipes and related infrastructure that may exist within the Leased Premises. The Lessee waives any claim or cause of action the Lessee may have against the Government under any federal, state, interstate, or local law, ordinance, rule or regulation now existing or hereafter enacted or promulgated, relating to environmental matters or conditions, in, on, under, about or migrating from or onto the Leased Premises, or by virtue of any common law right related to

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environmental conditions or matters in, on, under, about or migrating from or onto the Leased Premises except for:

(i) Any pre-existing environmental conditions, including without limitation any release of Environmentally and Safety Regulated Materials arising prior to the Beginning Date of this Lease, requiring response under applicable law that are attributable to the Government and that are not exacerbated by the Lessee; and

(ii) Any release of Environmentally and Safety Regulated Materials caused by the Government that migrate onto the Leased Premises and that are not exacerbated by the Lessee.

The provisions of this Paragraph 1.06 shall survive the expiration of this Lease.

1.06(a). Physical Condition Report. A physical condition report ("PCR") signed by representatives of the Government and the Lessee is attached to this Lease as Exhibit E. The PCR sets forth the agreed physical appearance and condition of the Leased Premises on the Beginning Date as determined from a joint inspection by the Parties. If a differing site condition is encountered, the PCR shall be amended to identify such condition. A separate PCR ("Final PCR") for the Leased Premises will be prepared and signed by the Parties, after the expiration or earlier termination of this Lease. The Final PCR will be prepared at the Lessee's expense and will set forth the actual physical appearance and condition of the Leased Premises on the ending date of this Lease as determined from a joint inspection by the Parties. The Final PCR will be used, in conjunction with the Final ESA (see Paragraph 1.06(b) below), by the Government in determining whether the Lessee has fulfilled its obligations to maintain and restore the Leased Premises to their condition at the Beginning Date under this Lease including without limitation, Section 4 and Section 6.

1.06(b). Environmental Condition of Property Report. An Environmental Condition of Property (ECP) Report of the Leased Premises was completed on _____, and is attached to this Lease as Exhibit F. The ECP sets forth those environmental conditions and matters on and affecting the Leased Premises on the Beginning Date, as determined from the records and analyses reflected in the ECP. If a differing site condition is encountered, the ECP shall be amended to identify such condition. The ECP is not, and shall not constitute, a representation or warranty on the part of the Government regarding the environmental or physical condition of the Leased Premises, and the Government shall have no liability in connection with the accuracy or completeness thereof. In this regard the Lessee acknowledges and agrees that the Lessee has relied, and shall rely, entirely on its own investigation of the Leased Premises in

determining to enter into this Lease. A separate ECP ("Final ECP") for the Leased Premises will be prepared and signed by the Parties, after the expiration or earlier termination of this Lease. The Lessee, at the Lessee's sole cost, using an environmental professional acceptable to the Government, shall prepare the Final ECP in the format specified in Army Regulation 200-1, as amended, revised or replaced. The Final ECP will document the environmental conditions and matters on and affecting the Leased Premises on the Ending Date of the Lease as determined from the records and analyses reflected therein. The Final ECP will be used by the Government in determining whether the Lessee has fulfilled its obligations to maintain and restore the Leased Premises to their condition at the Beginning Date under this Lease, including without limitation, Section 4 and Section 6.

SECTION 2—RENT, REIMBURSEMENTS, AND TAXES

2.01. Consideration.

2.01(a). Rent. [Specific Terms TBD] The Lessee shall provide to the Government annual Rent of _____ ($_____) dollars for each year of the Term.

2.01(b). Proration of Rent. If the Term does not begin on the first day or end on the last day of a month, the Rent for that partial month shall be prorated by multiplying the monthly Rent by a fraction, the numerator of which is the number of days of the partial month included in the Term and the denominator of which is the total number of days in the full calendar month.

2.02. Reimbursements. (Subject to revisions based upon services that may be provided by the Installation) All sums other than Rent payable by the Lessee to the Government under this Lease, including but not limited to all items of reimbursement, such as reimbursement for police and fire protection services and water provided by the Government, if applicable, shall be collectively deemed reimbursements ("Reimbursements"). Any request by the Government to the Lessee for Reimbursements under this Lease shall identify the expenses included in such reimbursement request, the terms of payment, and the account into which such Reimbursements must be paid. The Lessee shall pay all Reimbursements when due without deduction or offset, unless specifically provided under this Lease.

2.03. Payments. All consideration due to the Government by the Lessee, including Reimbursements, shall be paid:

(i) without advance notice, demand, offset, or deduction, and

(ii) when due.

All payments due hereunder shall be made by check, payable to the order of the Finance and Accounting Office at c/o _____.

2.04. Penalty Charges.

2.04(a). Assessment of Penalty Charges. If the Lessee fails to fully pay any Rent or Reimbursement within thirty (30) business days after it is due, the Lessee shall also pay:

(i) interest, consistent with the Debt Collection Act of 1982 (31 U.S.C. § 3717), as amended, from the due date at the rate prescribed by the Secretary of the Treasury for amounts past due to the federal government until paid in full;

(ii) an administrative charge to be determined by the Government to cover the costs of processing and handling delinquent debts; and

(iii) an assessment of an additional penalty charge equal to eighteen (18) percent per annum or the maximum then allowed by applicable law, whichever is less, on any portion of a debt that is more than ninety (90) days past due on the remaining unpaid balance, retroactive to the date originally due until paid.

2.04(b). Payment of Penalty Charges. All payments received will be applied first to any accumulated interest, administrative and penalty charges and then to any unpaid Rent or other payment balance. Interest will not accrue on any administrative or late payment penalty charges. No interest or administrative charges shall be imposed by the Government on any late payment if the Lessee pays the amount due within thirty (30) days after receiving written notice from the Government that such amount is past due and the amount thereof. This thirty (30) day period may be extended at the Government's sole discretion. No penalty shall be imposed by the Government on any late payment if the Lessee pays the amount due within ninety (90) days after receiving written notice from the Government that such amount is past due and the amount thereof. Notwithstanding the foregoing, the Government shall not impose any interest, administrative charge or penalty upon the Lessee while the Lessee, in good faith, is disputing the amount of the payment, so long as the Lessee pays to the Government any undisputed amount thereof.

2.05. Taxes.

(i) Before delinquency, the Lessee shall be responsible for paying all taxes, assessments and similar charges applicable to the Lessee during the Term of this Lease. The term "taxes" as used in this Lease shall include all real property taxes on the improvements, the various estates in the improvements and the land, and any other taxes applicable to the

Lessee's activities on the Leased Premises. The term "taxes" shall also include all personal property taxes levied on the property used in the operation of the improvements; taxes of every kind and nature levied and assessed in lieu of, in substitution for, or in addition to, existing or additional real or personal property taxes on the improvements, Leased Premises, or personal property, whether or not now customary or within the contemplation of the Parties to this Lease.

(ii) If and to the extent the leased property comprising the Leased Premises is later made taxable by state or local governments under an Act of Congress, this Lease shall be renegotiated.

SECTION 3—REPRESENTATIONS, WARRANTIES, AND COVENANTS

3.01. Lessee's Representations, Warranties, and Covenants. The Lessee hereby makes the following representations, warranties and covenants, solely for the benefit of the Government and its respective successors and assigns, as of the Beginning Date:

(i) During the Term of this Lease, the Lessee shall use the Leased Premises solely for the uses of the Leased Premises set forth in this Lease.

(ii) The Lessee is a duly organized, validly existing Corporation and in good standing under the laws of the state of _____.

(iii) The person executing this Lease on behalf of the Lessee has the full right, power and authority to execute and deliver this Lease as the Lessee's act and deed and to bind the Lessee hereto. The Lessee has the full right, power and authority to obtain, and has obtained all necessary authorizations and consents, to enter into and perform its obligations under this Lease.

(iv) The Lessee has the full right, power and authority to obtain, and has obtained all necessary authorizations and consents, to enter into and perform its obligations under this Lease;

(v) This Lease is a legal, valid and binding obligation of the Lessee, enforceable against the Lessee in accordance with its terms.

(vi) The execution and delivery of this Lease by the Lessee will not result in a breach of the terms or provisions of, or constitute a default (or a condition that, upon notice or lapse of time, or both, would constitute a default) under its organizational documents or any indenture, agreement or obligation by which the Lessee is bound, and will not constitute a

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violation of any applicable laws.

(vii) The Lessee has not incurred, directly or indirectly, any obligation to pay any real estate commission, brokerage commission or finder's fee to any agent, broker, salesperson or finder in connection with this transaction.

3.02. Government's Representations, Warranties, and Covenants. The Government hereby makes the following representations, warranties and covenants, solely for the benefit of the Lessee, and its respective successors and assigns hereunder, as of the Beginning Date:

(i) The Government has full right, power and lawful authority to enter into this Lease on behalf of the United States of America in accordance with the terms hereof and to grant the estate demised hereby, and the person executing this Lease on behalf of the Government has the full right, power and authority to execute and deliver this Lease and to bind the Government hereto.

(ii) This Lease is a legal, valid and binding obligation of the Government, enforceable against the Government in accordance with its terms.

SECTION 4—ENVIRONMENTAL MATTERS

4.01. Lessee's Compliance with Environmental Laws. The Lessee shall comply, at its sole cost and expense, with all Environmental Laws that are or may become applicable to the Lessee's activities on the Leased Premises, including but not limited to all applicable federal, state, and local laws, regulations, and other requirements relating to occupational safety and health, the handling and storage of hazardous materials, and the proper generation, handling, accumulation, treatment, storage, disposal, and transportation of hazardous wastes. The Lessee shall at its own expense maintain in effect any permits, license or other governmental approvals relating to Environmentally and Safety Regulated Materials, if any, required for the Lessee's use, and cause each sublessee, if any, to maintain in effect any such permits, license or other governmental approvals, if any, required for such sublessee's use, of the Leased Premises. The Lessee shall be required to obtain its own U.S. Environmental Protection Agency Identification Number, if applicable. The Lessee shall make all disclosures required of the Lessee by any such Environmental Laws, and shall comply with all orders, with respect to the Lessee's and its sublessees', employees', agents', contractors' and invitees' use of the Leased Premises, issued by any governmental authority having jurisdiction over the Leased Premises and take all action required by such governmental authorities to bring the Lessee's and its sublessees', employees',

agents', contractors' and invitees' activities on the Leased Premises into compliance with all Environmental Laws affecting the Leased Premises. All hazardous materials used on the Leased Premises by the Lessee shall be accompanied with appropriate Material Safety Data Sheets. The Lessee shall submit copies of Material Safety Data Sheets to the Government and retain a copy of each Material Safety Data Sheet onsite in compliance with all Applicable Laws and Installation regulations. The Lessee shall not accumulate any hazardous wastes on site in excess of the time periods prescribed by Environmental Laws and all wastes leaving the Leased Premises will be manifested in accordance with Installation environmental programs and requirements.

4.02. Lessee's Plans. Prior to commencement of activities on the Leased Premises, the Lessee shall have an Environmental Compliance Plan that describes, in detail, the environmental management and method of compliance by Lessee for its use and operation on the Leased Premises, as well as a Spill Contingency Plan approved by the Installation that describes how Lessee will respond to hazardous waste, fuel, or other chemical spills as defined in Paragraph 4.03 below. Spill response must be in accordance with 40 CFR 300 and applicable state and local regulations. Such plan shall be independent of the Installation Spill Contingency Plan and, except for initial fire or emergency response and/or spill containment, shall not rely on the use of Installation personnel or equipment. Should the Installation provide any personnel or equipment, whether for initial fire response and/or spill containment, or otherwise on request of the Lessee, or because the Lessee was not, in the opinion of the Installation Commander or his or her designated representative, conducting timely cleanup actions, the Lessee shall reimburse the Government for its response costs and hold the Government harmless for any activity during such response.

4.03. Required Government Approval. The Lessee must obtain written Government approval as required by 10 U.S.C. § 2692, prior to storing, treating, or disposing of any toxic or hazardous material on the Leased Premises. Toxic or hazardous material includes any material that is a "hazardous substance" under section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9601(14), or designated a "hazardous substance" by the U.S. Environmental Protection Agency under section 102 of CERCLA, 42 U.S.C. § 9602. Toxic or hazardous material also includes any material that is explosive, flammable, or pyrotechnic. The Lessee shall ensure any subleases, licenses, rights of entry, or other use agreements the Lessee issues for the Leased Premises contain a similar requirement for obtaining prior Government written approval for the storage, treatment, or disposal of toxic or hazardous material on the Leased Premises. The Lessee shall be responsible for any violations of these requirements by its agents, sublessees, licensees, contractors or

invitees, and any successor or successors in interest in or to any of the Leased Premises. The Lessee shall be responsible for the cost of proper disposal of any hazardous waste generated by its agents, sublessees, licensees, contractors or invitees, and any successor or successors in interest in or to any of the Leased Premises in the event of failure by them to dispose of such wastes properly. If approval to store, treat, or dispose of toxic or hazardous material on the Leased Premises is obtained, Lessee shall have a Hazardous Waste Management Plan approved by the Government and Lessee must also comply with the Installation's Hazardous Waste Management Plan.

4.04. Definitions.

4.04(a). Environmentally and Safety Regulated Materials. Notwithstanding Paragraph 4.03, the term "Environmentally and Safety Regulated Materials'' means any substance that is at any pertinent time defined or listed in, or otherwise classified, designated, or regulated pursuant to, any Environmental Law as a hazardous substance, hazardous material, extremely hazardous substance, hazardous waste, hazardous chemical, infectious waste, toxic substance, toxic pollutant or solid waste, or any other legislative or regulatory formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, including, without limitation, friable asbestos and polychlorinated biphenyls and also including oil and petroleum, petroleum products, by-products and wastes, and by-products associated with the extraction, refining, or use of petroleum or petroleum products, whether or not so defined, listed, classified, designated or regulated in "Environmental Laws'', as defined in Paragraph 4.04(b) below.

4.04(b). Environmental Law. The term "Environmental Law'' means any statute, law, act, ordinance, rule, regulation, order, decree, or ruling of any federal, state, interstate, and/or local governmental, quasi-governmental, legislative, administrative or judicial body, agency, board, commission or other authority applicable to the Lessee's use of the Leased Premises relating to the protection of health and/or the environment or otherwise regulating and/or restricting the use, storage, disposal, treatment, handling, release, and/or transportation of Environmentally and Safety Regulated Materials, including, without limitation, CERCLA, the Solid Waste Disposal Act, the Federal Water Pollution Control Act, the Clean Air Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Emergency Planning and Community Right To Know Act, and the environmental control laws of the state of [TBD], each as now or hereafter amended, and all regulations promulgated thereunder.

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4.05. Lessee's Indemnification. The Lessee shall indemnify and hold harmless the Government, from any and all claims for damages, costs, expenses, liabilities, fines, or penalties, including the Government's cost of defending against such claims, arising from or caused in whole or in part, directly or indirectly, by:

(i) the presence in, on, under, or about the Leased Premises or any discharge or release in or from the Leased Premises of any Environmentally and Safety Regulated Materials to the extent that any such presence, discharge, or release is caused by the Lessee's activities, or the activities of any of the Lessee's sublessees, employees, agents, contractors or invitees, or

(ii) The Lessee's failure to comply with its covenants under this Section 4.

The indemnity obligations created by this Paragraph 4.05 shall include, without limitation, whether foreseeable or unforeseeable, any and all costs incurred in connection with any site investigation, and any and all costs for repair, cleanup, detoxification or decontamination, or other remedial action of the Leased Premises. This obligation shall survive the expiration or termination of this Lease, and the Lessee's obligations hereunder shall apply whenever the Government incurs costs or liabilities for the Lessee's actions of the types described in this Section 4.

4.06. Required Notices and Government's Right of Inspection.

4.06(a). Required Notices. If at any time either Party shall become aware, or have reasonable cause to believe, that any Environmentally and Safety Regulated Materials have been released or have otherwise come to be located on or beneath the Leased Premises, in amounts greater than either the Environmentally and Safety Regulated Materials' reportable quantities or a level requiring response action(s) under an Environmental Law, such Party shall immediately upon discovering the release or the presence or suspected presence of such Environmentally and Safety Regulated Materials, give written notice of that condition to the other Party. In addition, the Party first learning of the release or presence of Environmentally and Safety Regulated Materials on or beneath the Leased Premises, shall immediately notify the other Party in writing of:

(i) any enforcement, cleanup, removal, or other governmental or regulatory action instituted, completed, or threatened pursuant to any Environmental Laws;

(ii) any claim made or threatened by any person against the Government, the Lessee or the Leased Premises arising out of or resulting from the release or presence of Environmentally and Safety Regulated Materials; and

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(iii) any reports made to any local, state, or federal environmental agency arising out of or in connection with any Environmentally and Safety Regulated Materials.

4.06(b). Right to Terminate. At any time following either Party's receipt of the notice described in Paragraph 4.06(a) above, the Lessee may terminate this Lease with respect to any affected portion of the Leased Premises.

4.06(c). Discovery of On-Site Contamination. If the Lessee discovers any Environmentally and Safety Regulated Materials of any kind, in, on, under, about or migrating from or onto the Leased Premises, the Lessee shall immediately stop work, take measures to reduce exposure to all Lessee site personnel, and immediately notify the Government of such condition and location.

4.06(d). Government's Right of Inspection. The Government's rights under this Lease specifically include the right for Government officials, including authorized agents or contractors, to inspect upon reasonable notice the Leased Premises for compliance with Environmental Laws, and safety, and occupational health laws and regulations, whether or not the Government is responsible for enforcing them. Such inspections may be made without prejudice to the right of duly constituted enforcement officials to make such inspections. The Government shall normally give the Lessee twenty-four (24) hours prior notice of its intention to enter the Leased Premises unless it determines the entry is required for safety, environmental, operations, or security purposes. Lessee may, but is not required to accompany the Government. If requested, Government officials inspecting the Leased Premises shall comply with such reasonable safety and operating procedures of the Lessee, including any training required prior to entrance of any Government officials onto the Leased Premises. The Government shall exercise its access rights hereunder to minimize the interference with the Lessee's use of the Leased Premises. The Lessee shall have no claim on account of any entries made pursuant to this Lease against the United States or any officer, agent, employee, or contractor thereof. Notwithstanding the foregoing, nothing in this Paragraph 4.06(d) shall be considered as a waiver by the Lessee of any remedy available to it under the Federal Tort Claims Act.

4.07. Application of Pesticides and Herbicides. While Lessee may manage and control vegetation within the Leased Premises, the use of any pesticides or herbicides within the Leased Premises shall be in conformance with all Applicable Laws and regulations, and the Lessee must obtain approval in writing from the Installation Commander before any pesticides or herbicides are applied within the Leased Premises.

4.08. No Liability for Government's Environmental Impacts. Notwithstanding any other provision of this Lease, by the terms of this Lease, the Lessee does not assume any liability or

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responsibility for environmental impacts and damage caused by the Government's use or release of Environmentally and Safety Regulated Materials on any portion of the Installation, including the Leased Premises, provided such impacts or damage are not exacerbated by Lessee. The Lessee has no obligation under this Lease to undertake the defense of any claim or action, whether in existence now or brought in the future, solely arising out of the use or release of any Environmentally and Safety Regulated Materials on or from any part of the Installation, including the Leased Premises, which occurred prior to the first day of the Lessee's occupation or use of each such portion of, or such building, facility, or other improvement on, the Leased Premises under any instrument entered into between the Parties, or the Beginning Date, whichever is earlier. Further, the Lessee has no obligation under this Lease to undertake environmental response, remediation, or cleanup relating to such use or release.

(i) For the purposes of this Paragraph 4.08, "defense" or "environmental response, remediation, or cleanup" include liability and responsibility for the costs of damage, penalties, legal, and investigative services relating to such use or release. "Occupation" or "use" shall mean any activity or presence (including preparation and construction) in or upon such portion of, or such building, facility, or other improvement on, the Leased Premises.

(ii) This Paragraph 4.08 does not relieve the Lessee of any obligation or liability it might have or acquire with regard to third parties or regulatory authorities by operation of law.

(iii) This Paragraph 4.08 shall survive the expiration or termination of this Lease.

4.09. Hazardous Waste Storage Facilities. The Lessee must provide, consistent with Paragraph 4.03 of this Lease and at the Lessee's own expense, hazardous waste or petroleum storage facilities, which comply with all laws and regulations, as it may need for such storage. Government hazardous waste or petroleum storage facilities will not be available to the Lessee or any sublessee. The Lessee shall not use Government accumulation points for hazardous and other wastes, and the Lessee shall not permit its hazardous waste or petroleum or petroleum derivative to be commingled with hazardous waste or petroleum or petroleum derivative of the Government. Any violation of the requirements of this Paragraph 4.09 shall be deemed a material breach of this Lease.

4.10. Availability of Lessee Records. The Lessee must maintain and make available to the Government all records, inspection logs, and manifests that track the generation, handling, storage, treatment, and disposal of hazardous waste, as well as all other records required by Environmental Laws. The Government reserves the right to inspect the Leased Premises and the

Lessee records for compliance with Environmental Laws relating to the generation, handling, storage, treatment, and disposal of hazardous waste, as well as to the discharge or release of Environmentally and Safety Regulated Materials. The Lessee shall be liable for the payment of any fines and penalties which may accrue as a result of the actions of the Lessee or its sublessees.

4.11. Government's Access for Environmental Testing and Remediation. The Government, its officers, agents, employees, contractors, and subcontractors have the right, upon reasonable notice to the Lessee, to enter upon the Leased Premises for the following purposes, in a manner that minimizes interference with the Lessee's operations:

(i) To conduct investigations and surveys, including, where necessary, drilling, soil and water samplings, testpitting, testing soil borings and other activities related to any environmental restoration program or Federal Facilities Agreement at the Installation;

(ii) To inspect field activities of the Government and its contractors and subcontractors in implementing any Hazardous Substance clean up program or Federal Facilities Agreement at the Installation;

(iii) To conduct any test or survey related to the implementation of any environmental restoration program or Federal Facilities Agreement at the Installation or environmental conditions at the Leased Premises or to verify any data submitted to the United States Environmental Protection Agency ("EPA") or the appropriate state environmental regulatory body by the Government relating to such conditions; and

(iv) To construct, operate, maintain or undertake any other response or remedial action as required or necessary under any environmental restoration program or Federal Facilities Agreement at the Installation, including, but not limited to, monitoring wells, pumping wells and treatment facilities.

4.12. Site Specific Lease Restrictions. [TBD based upon completion of NEPA documentation and ECP]

4.13. Hazardous Substance Notice. [TBD based upon completion of an ECP]

SECTION 5—LIABILITY AND INSURANCE

5.01. Government's Limitation of Liability and General Indemnification by Lessee. The Lessee agrees to assume all risks of loss or damage to property and injury or death to persons by reason of or incident attributable or incident to its possession and use of the Leased Premises or the activities conducted under this Lease. The Lessee expressly waives all claims against the

Government for any such loss, damage, personal injury, or death caused by or occurring as a consequence of such possession and use of the Leased Premises by the Lessee, or the conduct of activities or the performance of responsibilities under this Lease by the Lessee. The Lessee further agrees to indemnify and hold harmless the Government, 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 resulting from, related to, caused by, or arising out of the possession and use of the Leased Premises by the Lessee. The Government will give the Lessee notice of any claim against it covered by this indemnity as soon after learning of such claim as practicable. The Lessee's obligation under this Paragraph 5.01 shall survive the expiration or termination of this Lease. The Lessee's obligation hereunder shall apply whenever the Government incurs costs or liabilities for the Lessee's actions giving rise to liability under this Section 5. Except as otherwise provided in this Lease, the Lessee's obligations under this Paragraph 5.01 shall apply to all risks of loss or damage to property and injury or death to persons by reason of, or incident to, the possession and/or use of the Leased Premises by the Lessee, the Lessee's officers, agents, servants, employees, or others (excluding those employees or agents of the Government who are on the Leased Premises for the purpose of performing official duties) who may be on the Leased Premises at their invitation or the invitation of any one of them (the "Lessee Parties"), or the activities conducted by or on behalf of the Lessee Parties under this Lease.

5.02. Liability for Actions of Lessee Parties. Except as otherwise provided in this Lease, the Lessee's obligations under Paragraph 5.01 shall apply to all risks of loss or damage to property and injury or death to persons by reason of, or incident to, the possession or use of the Leased Premises by the Lessee, the Lessee's officers, agents, servants, employees, or others (excluding those employees or agents of the Government who are on the Leased Premises for the purpose of performing official duties) who may be on the Leased Premises at their invitation or the invitation of any one of them (the "Lessee Parties"), or the activities conducted by or on behalf of the Lessee Parties under this Lease.

5.03. Insurance. The Lessee shall in any event and without prejudice to any other rights of the Government bear all risk of loss or damage or destruction to the Leased Premises, and any building(s), improvements, fixtures, or other property thereon, arising from any causes whatsoever, with or without fault by the Government, provided, however, the Government shall not be relieved of responsibility for loss or damage that is solely the result of the gross negligence or willful misconduct of the Government to the extent such loss or damage is not covered by coverage of insurance required under this Lease.

5.03(a). Property Insurance. During the entire Term, the Lessee, at no expense to the Government, shall procure and maintain all-risk property insurance, including loss of rents for actual loss sustained with an extended period of indemnity of one hundred eighty (180) days, on a replacement cost basis, with no coinsurance, for replacement value up to the maximum foreseeable loss of such Improvements. Such replacement value shall be determined by the Government and shall be subject to adjustment at the request of the Lessee not more frequently than once in any twenty-four (24) month period, unless there have been substantial changes to the Project within such period. Such insurance shall have:

(i) a deductible no greater than $250,000, unless otherwise approved in writing by the Government;

(ii) earthquake, flood, and machinery coverage with commercially available limits and deductibles approved by the Government; and

(iii) terrorism insurance if commercially available at reasonable rates.

5.03(b). Commercial General Liability Insurance. The Lessee, at its sole cost and expense, shall throughout the entire Term, procure and maintain Commercial General Liability insurance, on an occurrence basis, insuring against claims for bodily injury, death and property damage, occurring upon, in or about the Leased Premises, including any building or structure thereon and adjoining sidewalks, streets, and passageways. Such insurance must be effective at all times throughout the Term, with limits of not less than $_____ per occurrence, and not less than $_____ aggregate and excess umbrella liability coverage of $_____, which shall include coverage for fire, legal liability, and medical payments, and naming the Government as an additional insured and shall have standing with the insurer for the purpose of submitting claims directly with the insurer. This coverage may be provided under primary liability and umbrella excess liability policies, and shall include:

(i) business auto liability insurance that insures against claims for bodily injury and property damage arising from the use of "any auto" (including owned, hired and non-owned vehicles) with a coverage of at least $_____ per occurrence for death or bodily injury, $_____ per person, and $_____per occurrence for property damage or loss;

(ii) workers' compensation or similar insurance covering all persons employed in connection with the work and with respect to whom death or bodily injury claims could be asserted against the Government or the Lessee, in form and amounts required by law

(statutory limits), and employers' liability, with limits of $1,000,000 each coverage and policy limit;

(iii) commercial environmental or pollution legal liability insurance, including coverage for mold when available, with limits adequate to protect the Lessee if such exposure exists; and

(iv) commercial underground/above ground storage tank liability insurance, with limits adequate to protect the Lessee, if such exposure exists.

All liability policies shall be primary and non-contributory to any insurance maintained by the Government. The insurance carried and maintained by the Lessee pursuant to this Paragraph 5.03(b) shall provide coverage to protect the Government from any damage and liability for which the Lessee is liable or responsible or agrees to hold harmless and indemnify the Government under this Lease. Proceeds under all policies of insurance carried and maintained to provide the coverage required by this Paragraph 5.03(b) shall be available only for that purpose. If the above insurance is written on a claims-made form, it shall continue for three (3) years following the expiration or earlier termination of this Lease.

5.03(c). Builder's Risk Insurance. Upon the commencement of construction of any Lessee improvements, Lessee (or its contractor) shall procure and maintain, until completion of such improvements, builder's risk insurance, and upon completion of the improvements, Lessee shall procure and maintain at Lessee's cost a standard fire and extended coverage insurance policy or policies on the Leased Premises in an amount no less than the full replacement cost of the improvements. Lessee shall procure such insurance from a reputable company or companies. The insurance policy shall provide that in the event of loss thereunder, the proceeds of the policy or policies, at the election of Lessee, but subject to any prior rights of any Mortgagee to collect such insurance proceeds and apply them to the repayment of any outstanding mortgage loan, shall be payable to Lessee to be used for the repair, restoration or replacement of the property damaged or destroyed, and any balance of the proceeds not required for such repair, restoration or replacement shall be paid to Lessee, or to a Mortgagee of Lessee's leasehold interest in the Lease, as designated in writing by Lessee. Lessee may require any sublessees or licensees, as joint and several responsible parties with Lessee for those portions of the Leased Premises under their control, to maintain and carry at their expense portions of the insurance required hereby and Lessee shall not be required to carry insurance on such portion of the Leased Premises insured by any sublessees or licensees, provided that the insurance carried by Lessee and any sublessee or licensee is collectively sufficient to insure all of the improvements on the Leased Premises.

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5.03(d). Increase in Insurance.

(i) The amounts of Commercial General Liability insurance coverage required by Paragraph 5.03(b) are subject to review at the end of each three (3) year period following the Beginning Date. At each review, the amounts of coverage shall be increased to the amounts of coverage that institutional lenders generally require to be carried by prudent lessees of comparable buildings/facilities in the area in the vicinity of the Installation.

(ii) The Government may review and request appropriate increases based upon this review within sixty (60) days after each three-year period ends.

5.03(e). Insurance Criteria.

(i) Insurance policies required by this Lease shall be issued by insurance companies permitted to do business in the state of [TBD] with general policyholder's ratings of at least A and a financial rating of at least XI in the most current *Best's Insurance Reports* available on the date the Party obtains or renews the insurance policies. If the *Best's* ratings are changed or discontinued, the Parties shall agree to an equivalent method of rating insurance companies.

(ii) Each policy will provide that any losses shall be payable notwithstanding any act or failure to act or negligence of the Lessee or the Government or any other person, and will provide that the insurer will have no right of subrogation against the Government.

(iii) Under no circumstances will the Lessee be entitled to assign to any third party rights of action that it may have against the Government arising out of this Lease.

(iv) Each policy shall provide that no cancellation, reduction in amount, or material change in coverage thereof shall be effective until at least thirty (30) days after receipt by the Government of written notice thereof by the Lessee and provide that the insurer shall have no right of subrogation against the Government.

(v) If any aggregate limit is reduced because of losses paid to below 75% of the limit required under this Section 5, Lessee shall notify the Government within ten (10) days after the date such reduction occurs.

(vi) No policy shall contain a deductible or self-insured retention in excess of $10,000 without the Government's prior written approval.

(vii) Each policy and any required endorsements shall be reasonably satisfactory to the Government in all other respects.

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(viii) The Lessee understands and agrees that cancellation of any insurance coverage required to be procured and maintained by the Lessee under this Paragraph 5.03 will constitute a failure to comply with the terms of this Lease, and the Government shall have the right to terminate this Lease for any default and breach pursuant to Paragraph 7.01(a) upon receipt of any such cancellation notice, but only if the Lessee fails to cure such noncompliance to the extent allowed under Paragraph 7.01(a).

5.03(f). Evidence of Insurance. On or before the Beginning Date, the Lessee shall deliver an ACORD Form 25-S certificate of insurance for all commercial general liability, worker's compensation and employer's liability policies required under this Lease. Lessee shall deliver ACORD Form 27 for all required property insurance. Lessee shall deliver new certificates at least thirty (30) days before the expiration date of current policies. Copies of endorsements required under this Section 5 shall be attached to certificates delivered to the Government. If requested by the Government, Lessee shall deliver a certified copy of any insurance policy required under this Section 5. If the forms of policies, endorsements, certifications or other evidence of insurance required under this Section 5 are superseded or no longer available, the Government shall have the right to require other equivalent forms.

SECTION 6—ALTERATIONS, REPAIRS, MAINTENANCE, AND SURRENDER

6.01. Utilities and Services. The Government will not furnish utilities to the Leased Premises. All utilities must be procured by the Lessee directly from the appropriate utility provider and all supporting utility lines, pipes, infrastructure, etc., must be constructed and paid for by the Lessee. Provision of utilities to the Leased Premises shall not disrupt current operations at the Installation. In addition to the foregoing, the Lessee shall be responsible for all janitorial services, building maintenance, and grounds maintenance for the Leased Premises without cost to the Government.

6.01(a). Purchase of Government Utility Services. Any purchase from the Government of utility services must be made in accordance with 10 U.S.C. § 2686, and appropriate Army Regulations, as they may be amended from time to time, or any successor regulations or instructions, requiring any non-federal user of a federally owned utility service to enter into a separate contract prior to receiving such service at rates to be specified in each contract. The Contract for Purchase of Utilities Services will define the specific requirements and cost of the service. The Government retains the right to procure or supply utility services that are provided from any source. The Lessee may, with the consent of the Government, enter into a separately

negotiated utility service agreement. The Government shall not charge the Lessee more than the rate charged to other commercial non-governmental utility users on the Installation. It is expressly understood and agreed that the Government in no way warrants the continued maintenance or adequacy of any utilities or services furnished by it to the Lessee.

6.01(b). Fire Protection. [Subject to change based upon Installation] The Installation may provide limited fire protection services, as specified in a separate agreement, but only within its capabilities and with first priority being given to protection of the Government's non-leased property or other Government property. The Lessee acknowledges that fire protection services to the Leased Premises is not a function of the Government. Fire protection to the Leased Premises is, to the extent available and/or provided, a voluntary assistance done in the spirit of cooperation. The provision of fire protection shall also be subject to the following:

(i) Upon request of the Government, the Lessee shall promptly reimburse the Government for the actual cost of any such fire protection services provided, including replacement costs for supplies expended, repair or replacement cost for damaged equipment, and labor costs for civilian employees of the Government, or its contractors; and

(ii) The Lessee agrees to release, acquit, and forever discharge the Government, its officers, agents, employees, and contractors, including any entity providing fire-fighting services under a contract with the Government, for any and all liability arising out of or connected with the use of Government fire-fighting equipment or personnel for fire control activities at or in the vicinity of the Leased Premises. The Lessee further agrees to indemnify, defend, and hold harmless the Government, its officers, agents, employees, and contractors against any and all claims, of whatever description arising out of, or connected with, such use of, or failure to supply in individual cases, Government fire-fighting equipment, services, or personnel.

6.01(c). Police Protection. [Subject to change based upon Installation] The Government will be the primary provider of law enforcement services for the Leased Premises. Other federal organizations such as the Federal Bureau of Investigation and Alcohol, Tobacco & Firearms also may be called for assistance when deemed necessary by the Government. The Government will provide normal drive by patrols on the Installation streets. Tenants needing law enforcement assistance may call the Military Police Desk. The Lessee may, at its option, employ security guards to protect the interior of the facilities on the Leased Premises after providing notice to the Government and identification of all security personnel. All security guards shall wear an identification tag and carry an identification card provided by the Lessee or other employer. An

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updated list of all security personnel shall be provided to the Government whenever changes occur. The Lessee shall ensure that no Lessee employed security guards carry weapons of any type on the Installation, including mace and pepper spray.

6.01(d). Interruption of Services. The Government does not warrant that any services it supplies will not be interrupted. Services may be interrupted because of accidents, repairs, alterations, improvements, or any reason beyond the reasonable control of the Government. Any interruption shall not:

(i) be considered an eviction or disturbance of the Lessee's use and possession of the Leased Premises;

(ii) make the Government liable to the Lessee for damages;

(iii) abate Rent or Additional Rent; or

(iv) relieve the Lessee from performing the Lessee's Lease obligations.

6.02. Alterations and Improvements. Lessee shall have the right to make such improvements as are indicated in the Government approved plans depicted in Exhibit H. With the exception of interior reconfigurations and exterior restorations and replacements (such as, for example, a new roof) using the same or similar materials as approved by the Government, no additional improvements or alterations to the Government approved plans shall be made without the express, advance written approval of the Government. Such additional improvements or alterations shall not be for any use or purpose not authorized in Paragraph 1.03. Government consent to additional improvements or alterations may include a requirement for Lessee to provide the Government with a performance and payment bond, or similar financial assurances, satisfactory to the Government in all respects, and other requirements deemed necessary to protect the interests of the Government. "Improvements" mean any substantial improvements, structures, alterations, or additions to, or installations upon, or any other substantial modifications or alterations to the Leased Premises and the Improvements the Lessee is to make pursuant to the plans and specifications set forth in Exhibit H.

6.02(a). Consent. The Lessee shall not place, construct, or make or permit its sublessees or assigns to place, construct, or make any Improvements without the Government's advance written consent.

6.02(b). Conditions of consent. The Government may condition its consent in Paragraph 6.02(a) on all or any part of the following:

(i) The Lessee shall furnish the Government with reasonably detailed plans and specifications of the Improvements;

(ii) The Improvements shall be performed and completed—

(A) in accord with the submitted plans and specifications;

(B) in a good and workmanlike manner;

(C) in compliance with all applicable laws, regulations, rules, ordinances, and other requirements of governmental authorities;

(D) using new materials and installations at least equal in quality to the original building materials and installations, where applicable;

(E) by not disturbing the quiet possession of the other tenants, or operations on the Installation;

(F) by not interfering with the construction, operation, or maintenance of the Leased Premises;

(G) by not disturbing, moving, damaging, marring, tampering with, interfering with, obstructing, or impeding any environmental remediation of the Government on or about the Leased Premises, including any areas adjacent thereto; and

(H) with due diligence.

(iii) The Lessee shall modify plans and specifications because of reasonable conditions set by the Government after reviewing the plans and specifications;

(iv) The Lessee's contractors shall carry builder's risk insurance in an amount then customarily carried by prudent contractors and workers' compensation insurance for its employees within statutory limits;

(v) Government consent to Improvements may include a requirement to provide the Government with a performance and payment bond, or similar financial assurances, satisfactory to the Government in all respects, and other requirements deemed necessary to protect the interests of the Government; and

(vi) Upon demand the Lessee shall give the Government evidence that it complied with any conditions of consent established by the Government pursuant to this Paragraph 6.02(b).

6.02(c). Title to Improvements. It is specifically understood that (i) title to Lessee improvements shall be vested in the Lessee, subject to the terms of this Lease; and (ii) the Government's sole and exclusive interest in and liability under this Lease are limited to that of lessor of the Leased Premises. The Lessee shall not be entitled to receive from the Government and the Government

shall not be obligated to pay to the Lessee any monetary consideration for the Lessee's activities undertaken pursuant to this Lease.

6.02(d). Notice of Completion. Upon completion of Lessee improvements upon the Leased Premises, the Lessee shall file or cause to be filed, if required by any applicable law, a valid notice of completion in a timely fashion.

6.02(e). Payment and Ownership of the Improvements. Improvements made under this Paragraph 6.02 shall be at the Lessee's expense. Title to all improvements located in, on and under the land comprising the Leased Premises that are hereafter constructed by or at the request of the Lessee shall vest in and belong to the Lessee subject to the terms of this Lease. Upon the Ending Date or sooner termination, the Lessee shall restore the Leased Premises consistent with the requirements of Paragraph 6.03(c) or Paragraph 7.02(d), whichever is applicable.

6.03. Operation, Maintenance, and Surrender.

6.03(a). Lessee's Care of the Leased Premises. The Lessee shall:

(i) operate and maintain the Leased Premises in conformance with the terms and conditions of this Lease;

(ii) at all times and at no expense to the Government, protect, preserve, maintain and repair the Leased Premises, and keep them in good order and condition;

(iii) at all times exercise due diligence in protecting the Leased Premises and keep the Leased Premises and fixtures in good order;

(iv) at all times maintain in good and serviceable condition all roads, streets, curbing, sidewalks, parking areas and access drives constructed by the Lessee and located on the Leased Premises;

(v) promptly repair or replace any real or personal property of the Government damaged or destroyed by the Lessee incident to the Lessee's use and occupation of the Leased Premises to the reasonable satisfaction of the Government. In lieu of such repair or replacement the Lessee shall, if so required by the Government, pay the Government an amount sufficient to compensate for the actual costs incurred by the Government by reason of damage or destruction of such Government property;

(vi) obtain, to the extent required by Applicable Laws (as defined in Paragraph 13.25), all federal, state, interstate, and local permits required in connection with the development of the Leased Premises, and any other approvals required for the construction, operation and management of the Leased Premises. The Government shall cooperate with the Lessee, as

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reasonably required, in obtaining any necessary permits or approvals. The Lessee shall provide copies of all such permits to the Government;

(vii) develop a safety and occupational health plan for the facilities and operations conducted and to comply with all safety and occupational health standards for federal and state regulations and laws; and

(viii) not commit waste.

The Lessee's obligation to maintain the Leased Premises includes an obligation to maintain Lessee improvements (including the requirement to maintain, repair and replace plumbing, heating, air conditioning, ventilating, electrical, lighting, fixtures, wall structures, building systems, ceilings, floors, windows, doors, plate glass, skylights, landscaping, driveways, curb cuts, sidewalks, parking lots, fences, and signs located in, on or at the Leased Premises) during the entire Term in a manner consistent with industry standards and as required by law.

6.03(b). Lessee's Bills and Obligations. The Lessee shall pay or cause to be paid, the bills and obligations of the Leased Premises, including taxes, prior to the same becoming delinquent, so as to keep the Leased Premises free from liens other than those permitted by this Lease; however, if the Lessee in good faith desires to contest the same, the Lessee shall be privileged to do so, but in such case the Lessee hereby agrees to indemnify and save the Government harmless from all liability for damages occasioned thereby and shall, in the event of a judgment of foreclosure on said lien, cause the same to be discharged and released prior to the execution of such judgment. In the event the Government reasonably should consider its interest endangered by any such liens and should so notify the Lessee and if the Lessee should fail to provide adequate security for the payment of such liens, in the form of a surety bond, cash deposit or cash equivalent, or indemnity agreement reasonably satisfactory to the Government within thirty (30) days after such notice, then the Government, at the Government's sole discretion, may discharge such liens and recover from the Lessee under the Lease the amounts paid, with interest thereon from the date paid by the Government until repaid by the Lessee at the interest rate, consistent with the Debt Collection Act of 1982 (31 U.S.C. § 3717), as amended, from the due date at the rate prescribed by the Secretary of the Treasury for amounts past due to the federal government until paid in full.

6.03(c). Surrendering the Leased Premises. The Lessee shall vacate and surrender the Leased Premises to the Government on or before the Ending Date or the date the Extension Period, if exercised, ends, whichever is later. The Lessee shall remove, on or before the Ending Date, all property not belonging to the Government or its agents or contractors from the Leased Premises and restore them to as good order and condition, reasonable wear and tear and damage beyond the

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control of the Lessee excepted, as that existing on the Beginning Date, subject to Section 4 above. If the Lessee shall fail or neglect to remove its property, then, at the option of the Government, the property shall either become the property of the United States without compensation, or the Government may cause it to be removed and the Leased Premises to be so restored at the expense of the Lessee, and no claim for damages against the United States or its officers, employees, or agents shall be created by or made on account of such removal and restoration work. Surrender of such property shall not be deemed to be a payment of rent in lieu of any rent due under this Lease.

SECTION 7—DEFAULT AND TERMINATION

7.01. Lessee's Default.

7.01(a). Defaults. Each of the following constitutes an event of default (Event of Default):

(i) The Lessee's failure to comply with any provision of this Lease, where such failure to comply continues for thirty (30) days after delivery of written notice thereof by the Government to the Lessee. If, however, such default is not reasonably susceptible to cure within such thirty (30) day period, the Lessee shall have such longer period as may be approved in writing in advance by the Government, in the Government's sole discretion, to cure such default so long as the Lessee commences curing such default within the initial thirty (30) day period and diligently prosecutes such cure to completion in accordance with a schedule approved in writing by the Government.

(ii) The failure of the Lessee to pay Rent or Reimbursement as specified in this Lease when due, and such failure remains uncured for a period of ten (10) days after written notice to the Lessee by the Government.

(iii) The Lessee voluntarily files for bankruptcy protection under the United States Bankruptcy Code (the "Bankruptcy Code") or voluntarily becomes subject to any reorganization, receivership, insolvency proceeding, or other similar proceeding pursuant to any other federal or state law affecting debtor and creditor rights, or an involuntary case is commenced against the Lessee by any creditor of the Lessee pursuant to the Bankruptcy Code or other federal or state law affecting debtor and creditor rights and is not dismissed or discharged within sixty (60) days after filing.

(A) If any voluntary or involuntary petition is filed under the Bankruptcy Code by or against the Lessee (other than an involuntary petition filed by or joined in by the

Government), the Lessee shall not assert, or request any other party to assert, that the automatic stay under the Bankruptcy Code shall operate or be interpreted to stay, interdict, condition, reduce, or inhibit the ability of the Government to enforce any rights it has by virtue of any agreement between the Parties, or any other rights that the Government has, whether now or hereafter acquired, against any party responsible for the debts or obligations of the Lessee under such agreements. Furthermore, the Lessee shall not seek a supplemental stay or any other relief, whether injunctive or otherwise, pursuant to the Bankruptcy Code, to stay, interdict, condition, reduce, or inhibit the ability of the Government to enforce any of its rights under such agreements against any party responsible for the debts or obligations of the Lessee. The waivers contained in this Condition are a material inducement to the Government's willingness to enter into this Lease and the Lessee acknowledges and agrees that no grounds exist for equitable relief that will bar, delay, or impede the exercise by the Government of its rights and remedies under such agreements against the Lessee or any party responsible for the debts or obligations of the Lessee.

(B) If any or all of the Leased Premises or the Lessee's improvements or any interest in either of them becomes the property of any bankruptcy estate or subject to any state or federal insolvency proceeding, then the Government shall immediately become entitled, in addition to all other relief to which the Government may be entitled under any agreement between the Parties, to obtain (i) an order from the Bankruptcy Court or other appropriate court granting immediate relief from the automatic stay pursuant to the Bankruptcy Code so as to permit the Government to pursue its rights and remedies at law and in equity under applicable state law, and (ii) an order from the Bankruptcy Court prohibiting the Lessee's use of all "cash collateral," as defined under the Bankruptcy Code. In connection with such Bankruptcy Court orders, the Lessee shall not contend or allege in any pleading or petition filed in any court proceeding that the Government does not have sufficient grounds for relief from the automatic stay. The Lessee acknowledges and agrees that any bankruptcy petition or other action taken by the Lessee to stay, condition, or prevent the Government from exercising its rights or remedies under this Lease or any other agreement between the Parties shall be deemed to be in bad faith.

(iv) Lessee shall become insolvent (as determined by a court of competent jurisdiction or as admitted in writing by Lessee) or shall make an assignment for the benefit of creditors.

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(v) A receiver or trustee shall be appointed for Lessee's interest in the Leased Premises or for all or substantially all of the assets of the Lessee.

(vi) Lessee shall do or permit to be done anything which creates a lien upon the fee interest, the reversionary interest, or the estate of the Government, (provided the foregoing shall not prohibit Lessee from imposing a leasehold mortgage on the leasehold interest of Lessee hereunder).

(vii) The Lessee's failure to observe any of its obligations under this Lease at any time during a calendar year in which the Lessee has already received three notices of default may be declared by the Government to be an incurable default under this Lease.

(viii) Lessee is in violation of the prohibitions under 10 U.S.C. § 2692, as amended. If it is determined that Lessee has violated the statutory prohibition against the storage, treatment, and disposal of nondefense toxic and hazardous materials, then this Lease may be terminated. This prohibition is not subject to the notice and cure provisions in Paragraph 7.01(a) above.

(ix) The Lessee's failure to comply with the Mandatory Lessee Requirements in Exhibit D, such failure being subject to immediate termination at the Government's sole discretion.

7.01(b). Excusable Delays. With the exception of any Default under Paragraph 7.01(a)(viii), no Default shall be deemed to have occurred for any period of time during which a "Force Majeure Event," as defined in Paragraph 13.12, exists or the Lessee and the Government are attempting to resolve a dispute about an alleged default as provided in Section 12 (hereafter collectively referred to as an "Excusable Delay"). For an Excusable Delay, the Lessee's period for cure shall be tolled for the period of time that the Excusable Delay exists. For a dispute, if, pursuant to the dispute resolution procedures set forth in Section 12, a default is determined to have occurred, the Lessee's period for cure shall not begin until the day after the final decision on the dispute is issued, and such default shall not become an Event of Default until any applicable cure period has expired.

7.02. Government's Remedies.

7.02(a). Remedies. Subject to Paragraph 8.05, this Lease may be terminated as provided below:

(i) The Government may terminate this Lease upon written notice to the Lessee, and without any cost or liability to the Government, if an Event of Default exists and such Default has not been cured during the applicable cure period. Such notice shall be referred to as a "Default Termination Notice" and shall be effective as of the date specified therein,

which shall be at least five (5) but not more than thirty (30) days after its receipt by the Lessee if such Default has not been cured during the applicable cure period.

(ii) Either the Government or the Lessee may terminate this Lease, upon written notice to the other Party, in the event of Extensive Damage or Destruction of Improvements, as that term is defined in Paragraph 9.03. Such notice shall be referred to as a "Termination Notice for Extensive Damage or Destruction of Improvements" and shall be effective as of the date to be specified therein, which shall be at least thirty (30) days but not more than forty-five (45) days after its receipt by the Lessee.

7.02(b). Lessee Waiver of Claims. The Lessee hereby waives any claims or suits against the Government arising out of any valid termination of this Lease pursuant to this Section 7.

7.02(c). Government's Rights and Remedies. If an Event of Default exists and all notices of such Event of Default required by this Lease have been given, then the Government shall have the following rights and remedies in addition to all other rights and remedies available to the Government at law or in equity upon an Event of Default:

(i) The Government shall have the right to enforce specific performance by the Lessee of its obligations under this Lease in any state or federal court of competent jurisdiction, to the extent permitted by law or equity.

(ii) The Government shall have the right to take possession of the Leased Premises.

(iii) The Government shall have the right to obtain the appointment of a receiver to take possession of the Leased Premises and Improvements thereon, and operate, repair, restore, maintain, manage, and use them in accordance with the provisions of this Lease.

(iv) The Government shall have the right to terminate any management agreement relating to the Leased Premises and the improvements without payment of any termination fee or other similar fee or premium.

(v) The Lessee shall reimburse the Government for the cost of all repairs and maintenance by the Government.

(vi) The Government shall have the right to pursue more than one right or remedy at the same time.

7.02(d). Removal Period in the Event of Default. In the event this Lease is immediately terminated pursuant to Paragraph 7.01(a)(viii), or in the Event of a Default under this Section 7 and any applicable cure period has expired, the Government shall grant the Lessee a License for a reasonable period, but no longer than one hundred eighty (180) days, to allow Lessee to remove

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all property not belonging to the Government or its agents or contractors from the Leased Premises and restore them to as good order and condition, reasonable wear and tear and damage beyond the control of the Lessee excepted, as that existing on the Beginning Date, subject to Section 4 above. If the Lessee shall fail or neglect to remove its property, then the Government may cause it to be removed and the Leased Premises to be so restored at the expense of the Lessee, and no claim for damages against the United States or its officers, employees, or agents shall be created by or made on account of such removal and restoration work.

7.02(e). Other Expenses. The Lessee shall also be liable for that part of the following sums paid by the Government and attributable to that part of the Term ended due to the Lessee's default:

(i) the cost of removing and storing the Lessee's property or preserving and maintaining the Leased Premises; and

(ii) other necessary and reasonable expenses incurred by the Government in enforcing its remedies.

7.03. Exception to Cure Period. The cure period in Paragraph 7.01(a)(i) does not apply to Lessee's failure to comply with 10 U.S.C. § 2692.

SECTION 8—ENCUMBRANCES OF THE LESSEE'S ESTATE

8.01. Encumbrance of Lessee's Estate. Except as provided in Paragraph 8.02, the Lessee shall not:

(i) engage in any financing or other transaction creating any mortgage or security interest upon the Leased Premises or any improvements;

(ii) place or suffer to be placed upon the Leased Premises or any improvements any lien or other encumbrance;

(iii) suffer any levy or attachment to be made on the Lessee's interests in the Leased Premises or any improvements; or

(iv) pledge, mortgage, assign, encumber, or otherwise grant a security interest in the Leased Premises or any improvements or the rents, issues, profits, or other income of the Leased Premises or any improvements located thereon.

8.02. Permitted Mortgages. During the Term, the Lessee may mortgage, encumber, or pledge (including by mortgage, deed of trust, or personal property security instrument), its leasehold interest in the Leased Premises or any of the Lessee's improvements to secure one or more loans,

subject to Paragraph 8.11, below. The proposed holder of any such mortgage, deed of trust, or personal property security agreement must be approved in writing by the Government prior to the execution of such loan, which approval shall not be unreasonably withheld or delayed, so long as the mortgagee is not a Non-Qualifying Party as defined in Paragraph 8.03 below. The Government will provide its notice of approval or disapproval within sixty (60) days of receipt of such request, which request shall be furnished pursuant to the Notice provisions in Paragraph 13.07. Any mortgagee approved by the Government or successor or assignee of such mortgagee approved by the Government shall be referred to in this Lease as an "Approved Mortgagee." The Government agrees to execute an Estoppel Certificate and any other similar documentation as may reasonably be required by an Approved Mortgagee solely for the purposes of evidencing the Government's consent to the conditional assignment or mortgage of the Lessee's interest in this Lease and to certify the status of this Lease and performance by the Lessee of its obligations under this Lease as of the date of such certification. Notwithstanding any foreclosure, the Lessee shall remain liable for the performance of all the terms, covenants, and conditions of this Lease, which by the terms hereof are to be carried out and performed by the Lessee.

8.03. Non-Qualifying Party. In no case will the Government be required to approve the transfer, assignment, sublease, or mortgage of this Lease to a Non-Qualifying Party. For the purposes of this Lease, a Non-Qualifying Party means a party that is (i) on the most current "List of Parties Excluded from Federal Procurement and Nonprocurement Programs" published at https://www.sam.gov/, as said list may be updated from time to time, and/or (ii) a country listed in the most current Department of State publication required by 22 U.S.C. § 2656f and currently titled Country Reports on Terrorism, available from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402 and available at http://www.state.gov/j/ct/rls/crt/.

8.04. Lessee Required Notices. The Lessee shall notify the Government promptly of any lien or encumbrance on the Leased Premises, or the Lessee's interest in the Leased Premises or any Lessee improvements, whether created by act of the Lessee or otherwise, of which the Lessee has notice.

8.05. Acquisition of Lessee's Interest by Approved Mortgagee or Affiliate. If an Approved Mortgagee or an Approved Mortgagee Affiliate (defined below) acquires the Lessee's interest in the Leased Premises or the Lessee's improvements by deed-in-lieu, at a foreclosure of its mortgage or deed of trust, or otherwise, this Lease shall continue in full force and effect. The acquisition of the Lessee's interest in the Leased Premises or improvements, by anyone other than an Approved Mortgagee or an Approved Mortgagee Affiliate, shall require the prior written

approval of the Government. No agent or nominee shall be appointed to operate and manage any portion of the Leased Premises or improvements without obtaining the prior written approval of the Government. Such approval shall not be unreasonably withheld or delayed so long as the proposed agent or nominee has demonstrated experience or expertise in the development, management, and operation of facilities similar to the Leased Premises and the improvements. Notwithstanding anything to the contrary contained in this Paragraph 8.05, the Government may withhold approval of any purchaser of the Lessee's interest in the Leased Premises (other than with respect to an Approved Mortgagee or Approved Mortgagee Affiliate) if in the Government's sole discretion such purchaser could pose a threat or breach of security by its ownership or use of the Leased Premises. As used in this Paragraph 8.05, "Approved Mortgagee Affiliate" means a corporation, limited liability company, or other entity that controls, is owned or controlled by, or is under common ownership and control with, an Approved Mortgagee.

8.06. Approved Mortgagee Protections. With respect to the Approved Mortgagees, the following shall apply:

(i) If an Approved Mortgagee has given written notice to the Government of its address, any notice to the Lessee given pursuant to this Lease, including, without limitation, notice of a default or a termination of this Lease shall be delivered simultaneously to such Approved Mortgagee, and no notice of default or termination of this Lease given by the Government to the Lessee shall be deemed effective until like notice is given to such Approved Mortgagee.

(ii) An Approved Mortgagee shall have the same rights to cure any default as the Lessee has under this Lease with such additional time as may be afforded to an Approved Mortgagee pursuant to this Section 8, and the Government shall accept performance by such Approved Mortgagee as if the Lessee had performed.

(iii) The Government will not accept any cancellation of this Lease by the Lessee, or materially modify this Lease, without the prior written consent of each Approved Mortgagee. The Lessee shall provide each Approved Mortgagee with notice of any proposed material modification or cancellation.

(iv) No Approved Mortgagee, or purchaser at a foreclosure sale who has been approved by the Government as required by Paragraph 8.05, shall be required to cure any "personal default," as defined below, of the Lessee. As used in this Paragraph 8.06, "personal default" means any default of the Lessee that cannot be cured by the payment of money or performance of the development activities undertaken pursuant to this Lease, including

any bankruptcy of the Lessee. Examples of personal defaults include, without limitation, defaults in Paragraph 7.01(a) of this Lease. Defaults under Paragraph 13.08 also shall constitute personal defaults to the extent records are not available to prepare the reports required by that Paragraph.

8.07. Termination Notice and Right to Postpone. If the Government elects to terminate this Lease pursuant to Paragraph 7.02, each Approved Mortgagee shall have the right to postpone ("Mortgagee's Right to Postpone") and extend the termination date specified in the notice of termination by the Government to the Lessee ("Termination Notice"), subject to the following conditions:

(i) Prior to the termination date specified in the Termination Notice, the Approved Mortgagee must give the Government written notice of its exercise of the Mortgagee's Right to Postpone and simultaneously cure all monetary defaults and deliver to the Government as security for the cure of all other defaults other than personal defaults an amount sufficient to effect such cure.

(ii) The Mortgagee's Right to Postpone shall extend the date specified in the Termination Notice for the termination of this Lease for a period of up to six (6) months, or such longer period as may be reasonably requested by the Approved Mortgagee and approved in writing by the Government, which approval shall not be unreasonably withheld. The Government will grant a reasonable extension of the date for termination of this Lease pursuant to the Mortgagee's Right to Postpone ("Lease Termination Extension Date") so long as the Approved Mortgagee:

(A) promptly commences all steps necessary to cure any default other than personal defaults of the Lessee, including such steps as may be required for the Approved Mortgagee to obtain possession or control of the Leased Premises and diligently prosecutes the same to completion; and

(B) provides the Government with monthly updates in writing that describe in reasonable detail the steps the Approved Mortgagee has taken and will take in the future to cure any such defaults and the anticipated time-frame for curing such defaults.

(iii) Prior to the termination date specified in the Termination Notice, such Approved Mortgagee shall assume performance and observance of the covenants and other agreements of the Lessee in this Lease.

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(iv) If prior to the Lease Termination Extension Date, all defaults under this Lease other than personal defaults are cured or otherwise resolved as memorialized in a written agreement, then the Government shall withdraw the Termination Notice.

8.08. No Obligation to Deliver the Leased Premises or Improvements. Nothing in this Section 8 shall be deemed to impose any obligation on the part of the Government to deliver physical possession of the Leased Premises or any improvements located thereon to such Approved Mortgagee.

8.09. Rights of Multiple Approved Mortgagees. If more than one Approved Mortgagee shall seek to exercise any of the rights provided for in this Section 8, the holder of the mortgage, deed of trust, or personal property security instrument, having priority of lien over the other Approved Mortgagees shall be entitled, as against the others, to exercise such rights. Should a dispute arise among the Approved Mortgagees regarding the priority of their respective liens, all of the Approved Mortgagees must provide written confirmation to the Government that they have settled that dispute.

8.10. New Lease. In the event this Lease is terminated by the Government for any reason or is rejected, disaffirmed, or otherwise terminated as a result or in the course of any bankruptcy or insolvency of Lessee, the Approved Mortgagee(s) in the order of the priority of their respective mortgages, may request a new lease ("New Lease") from the Government, and the Government shall execute and deliver such New Lease, provided the applicable Approved Mortgagee:

(i) pays all past due amounts due to the Government pursuant to the terms of this Lease; and

(ii) cures or otherwise resolves in a manner acceptable to the Government any non-monetary defaults, except for personal defaults, of the Lessee under this Lease. Such New Lease shall be for the remaining term of this Lease and shall be on the same terms and conditions as set forth in this Lease.

8.11. Government Protections. Notwithstanding any of the provisions of this Section 8, the Government shall not be required to approve any mortgagee, or recognize at foreclosure as an Approved Mortgagee, if such mortgagee is a Non-Qualifying Party as defined in Paragraph 8.03 above, and no mortgage or deed of trust shall extend to or affect the fee, the reversionary interest, or the estate of the Government in the Leased Premises. No mortgage, deed of trust, or security agreement shall be binding upon the Leased Premises until it is approved in writing by the Government and a copy thereof has been delivered to the Government.

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SECTION 9—LOSS OF LEASED PREMISES

9.01. Damage. In the event that any part of the Leased Premises or improvements are damaged (except de minimis damage) or destroyed, the risk of which is assumed by the Lessee under Paragraph 5.03 ("Damaged or Destroyed Property"), the Lessee shall promptly give notice thereof to the Government.

9.02. Lessee's Obligation to Restore.

The Lessee shall, as soon as reasonably practicable after the casualty, restore the Damaged or Destroyed Property as nearly as possible to the condition that existed immediately prior to such loss or damage, subject to Paragraph 9.03.

9.03. Extensive Damage or Destruction of Improvements. In the event that the Government and any Approved Mortgagees in consultation with the Lessee determine that the magnitude of Damaged or Destroyed Property is so extensive that the Leased Premises or the improvements cannot be used by the Lessee for its operations and the repairs, rebuilding, or replacement of the Damaged or Destroyed Property cannot reasonably be expected to be substantially completed within twelve (12) months of the occurrence of the casualty ("Extensive Damage or Destruction of Improvements"), either Party may terminate this Lease as provided in Paragraph 7.02(a)(ii). In the event that the Government shall determine that an Extensive Damage or Destruction of Improvements has not occurred, then neither Party shall have the right to terminate this Lease. In the event the Government determines that such an event has occurred, and the Approved Mortgage disagrees with that determination, then the matter shall be determined pursuant to the provisions of Section 12 of this Lease. If the Parties and any Approved Mortgagees mutually agree to repair, rebuild, and replace less than all Damaged or Destroyed Property, then neither Party shall have the right to terminate this Lease as provided in Paragraph 7.02(a)(ii) with respect to the Leased Premises on which the Damaged or Destroyed Property that will be repaired, rebuilt, and replaced is situated.

9.04. Insurance Proceeds. Unless this Lease is terminated pursuant to Paragraph 7.02(a)(ii), any insurance proceeds received as a result of any casualty loss to the Lessee improvements shall be applied in the following order of priority:

(i) To restoring the damaged area and removing any related debris to the reasonable satisfaction of the Government;

(ii) To repairing, rebuilding, or replacing the improvements and the damaged area to the reasonable satisfaction of the Government;

(iii) If required by the Government or any Approved Mortgagee, to the payment of any outstanding liens held by the Government or any Approved Mortgagee, in accordance with the order of priority of such liens, until all such liens are fully satisfied and released; and

(iv) The excess, if any, shall be paid to the Lessee. If this Lease is terminated pursuant to Paragraph 7.02(a)(ii), then any insurance proceeds received as a result of any casualty loss to the Leased Premises and improvements shall be applied to the restoration of the Leased Premises in accordance with the provisions of this Lease after repayment of any outstanding Approved Mortgages.

9.05. Waivers. The Lessee hereby waives any rights now or hereafter conferred upon it by statute or other law to surrender this Lease or to quit or surrender the Leased Premises or any part thereof, or to receive any suspension, diminution, abatement or reduction of the rent or other sums and charges payable by the Lessee hereunder on account of any such destruction or damage other than as expressly provided in this Section 9.

9.06. Transfer of the Leased Premises by the Government. The Government may sell or otherwise convey the Leased Premises as permitted by any provision of law, and in such event this Lease shall continue in full force and effect and Lessee shall attorn to the transferee of the Government's interest. The Parties acknowledge that certain provisions of this Lease establish rights and obligations that are uniquely associated with Governmental ownership of the Leased Premises and the Installation. Lessee shall cooperate with Government and any transferee of the Government's interest to modify such provisions as reasonably necessary to accommodate non-Governmental ownership of the Leased Premises.

SECTION 10—TRANSFER, ASSIGNMENT AND SUBLEASE

10.01. Transfer, Assignment and Sublease. The Lessee shall neither transfer, assign, nor sublease all or part of its interest in this Lease without the Government's advance written consent. The Government's consent to any transfer or assignment shall not be unreasonably withheld, conditioned, or unduly delayed. This Paragraph 10.01 does not require the Government's approval of a change in ownership of the Lessee as a result of a stock (or limited liability company interest) purchase with no legal change in the leasing party, when Lessee in its new form remains in control of the assets and is the party performing the lease obligations. In such cases, the Lessee shall immediately notify the Government of such change of ownership.

10.01(a). Procedure. The Lessee must provide to the Government in writing:

(i) the name and address of the proposed transferee or assignee;

(ii) the terms of the proposed transfer or assignment; and

(iii) financial information sufficient for the Government to reasonably evaluate the proposed transferee or assignee.

The Government shall, within sixty (60) days after receiving the information under this Paragraph 10.01, give notice to the Lessee to permit or deny the proposed transfer or assignment.

10.01(b). Voided Transfer, Assignment or Sublease. Any attempted assignment, transfer, or sublease in violation of this Section 10 shall be void. In no case will the Government recognize a transfer of this Lease in violation of either 31 U.S.C. § 3727 or 41 U.S.C. § 15. In addition, consent to one transfer, assignment, or sublease does not waive the consent requirement for future transfers, assignments, or subleases.

10.02. Reasonableness. The Government's consent shall not be considered unreasonably withheld or conditioned if consent is denied because:

(i) the Government determines the proposed sublessee's or assignee's financial responsibility is unacceptable;

(ii) the proposed sublessee's or assignee's business is not suitable for location on the Installation;

(iii) the proposed use is inconsistent with the use permitted by Paragraph 1.03;

(iv) the sublessee or assignee fails to acknowledge that they will comply with all applicable laws and regulations pertaining to the Lessee as referenced in this Lease;

(v) the proposed sublease or assignment fails to prohibit further assignment or letting of the Leased Premises;

(vi) default on the part of the Lessee shall have occurred without cure or otherwise be continuing hereunder;

(vii) the proposed sublessee or assignee had been proposed for the rental or assignment of any or all of the Leased Premises and the Government's consent had been withheld or conditioned within the previous year;

(viii) the Lessee fails to deliver to the Government a duplicate original or a conformed copy of the sublease or assignment along with evidence that any conditions imposed by the Government and any requirements of this Section have been satisfied;

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(ix) the sublease fails to provide that it is subject and subordinate to this Lease and to the matters to which this Lease is or shall be subordinate; or

(x) the sublease fails to provide that, if by reason of a default on the part of the Lessee under this Lease, this Lease or the leasehold estate created hereunder is terminated, then such sublessee shall, at the sole and absolute discretion option of Government, as the lessor, atorn to the Government the terms and conditions set forth in the Lease and will recognize the Government as such sublessee's lessor under such sublease, provided that Government accepts such attornment, having no obligation to do so.

10.03. Conditions of Subleases and Assignments. The Lessee shall remain liable for all Lease obligations of the sublessee. All Subleases and Assignments by the Lessee are also subject to:

(i) The terms of this Lease;

(ii) The Term shall not extend beyond the Term set forth in Paragraph 1.04 above; and

(iii) Consent to one sublease or assignment does not waive the consent requirement for future assignments or subleases.

10.04. Sublease. Notwithstanding Paragraph 10.01, the Lessee may enter into subleases so long as:

(i) the sublessee is not a Non-Qualifying party as defined in Paragraph 8.03;

(ii) the sublease shall prohibit further assignments or subletting of the Leased Premises, must provide that it is subject to the terms and conditions of this Lease and is subordinate to this Lease and to the matters to which this Lease is or shall be subordinate, and the term shall not extend beyond the Term of this Lease set forth in Paragraph 1.04; and

(iii) the sublease provides that, if by reason of a default on the part of the Lessee under this Lease, this Lease or the leasehold estate created hereunder is terminated, then such sublessee shall, at the sole and absolute discretion of the Government, as the lessor, atorn to the Government the terms and conditions set forth in the Lease and will recognize the Government as such sublessee's lessor under such sublease, provided that Government accepts such attornment, having no obligation to do so.

Within thirty (30) days of execution of a sublease, Lessee shall provide a copy of such sublease to the Government.

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SECTION 11—PERMITTED ENTRIES

11.01. Permitted Entries. The Government and its agents, servants, and employees reserve the right to enter the Leased Premises at reasonable times, and at any time if an emergency, without charge, liability, or abatement of Rent, for any purposes not inconsistent with the Lessee's permitted use under this Lease, including, but not limited to, the purpose of conducting normal and periodic inspections of the Leased Premises and, at any time for law enforcement and disaster response, including fire protection.

11.02. Entry Conditions. Notwithstanding Paragraph 11.01, entry is conditioned upon the Government giving the Lessee at least twenty-four (24) hours advance notice, except in an emergency or for law enforcement and disaster response.

SECTION 12—DISPUTES

12.01. Disputes. Disputes arising wholly under this Lease shall be resolved as provided herein.

12.01(a). Disputes Valued at $50,000 or less (exclusive of interest). Except as otherwise provided in this Lease, any dispute between the Government and the Lessee arising under or related to this Lease involving $50,000.00 (exclusive of interest) or less shall be decided by the Director of Real Estate, HQ U.S. Army Corps of Engineers (hereafter "Director"). The Director shall reduce his or her decision to writing and mail or otherwise furnish a copy to the Lessee. With respect to any such dispute, the Lessee agrees that the decision of the Director shall be final and conclusive and shall not be appealable or otherwise subject to challenge.

12.01(b). Disputes Valued at More than $50,000 (exclusive of interest). The Lessee and the Government agree that the following procedures constitute the administrative procedures that must be exhausted with respect to any dispute arising under or related to this Lease involving more than $50,000 (exclusive of interest) before the Lessee or the Government may pursue any other remedy that is available to it pursuant to this Lease or law. Any dispute involving more than $50,000.00 (exclusive of interest) shall be decided by the Director. The Director shall reduce his or her decision to writing and mail or otherwise furnish a copy thereof to the Lessee. The decision of the Director shall be final and conclusive unless, within thirty (30) calendar days from the date of receipt of the decision, the Lessee appeals the decision, by certified mail, to the Deputy Assistant Secretary of the Army (Installations, Housing & Partnerships), and delivers a copy of its appeal to the Director by certified mail. The Deputy Assistant Secretary of the Army

(Installations, Housing & Partnerships) shall render a decision by a date mutually agreed upon by the Parties. Either Party shall have the right to appeal the decision of the Deputy Assistant Secretary of the Army (Installations, Housing & Partnerships) or his or her authorized representative to a court of competent jurisdiction for *de novo* determination, in a timely manner, consistent with Paragraph 12.02; otherwise the decision of the Deputy Assistant Secretary of the Army (Installations, Housing & Partnerships) shall be final.

12.02. Judicial Review. The Lessee or the Government, after exhausting the administrative remedies specified in Paragraph 12.01(b), may:

(i) Pursue any remedy available to it under the law; or

(ii) Before or in conjunction with pursuing any remedy that is available to it under law, by mutual agreement, submit the dispute to an alternative dispute resolution procedure, other than binding arbitration, authorized by the Administrative Dispute Resolution Act of 1996, (5 U.S.C. §§ 571-581).

12.03. Opportunity to be Heard and to Offer Evidence. In connection with any dispute between the Parties, both the Lessee and the Government shall be afforded an opportunity to be heard and to offer evidence in support of its position.

SECTION 13—MISCELLANEOUS

13.01. Covenant Against Contingent Fees. The Lessee warrants that no person or agency has been employed or retained to solicit or secure this Lease upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the Lessee 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 require the Lessee to pay, in addition to the lease rent or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

13.02. 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 corporation for its general benefit.

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13.03. Non-Discrimination.

(a). The Lessee, including its contractors and subcontractors, shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate the civil rights laws of the United States pursuant to Executive Order 13279, 12 December 2002, and shall comply with Title VI of the Civil Rights Act of 1964 and all other applicable Federal anti-discrimination laws and regulations.

(b). The Lessee agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the Federal Government's payment decisions for the purposes of 31 U.S.C. § 3729(b)(4).

(c). The Lessee certifies that it does not operate any programs promoting "diversity, equity, and inclusion" or "diversity, equity, inclusion, and accessibility," which may also be referred to as "DEI" and "DEIA," respectively, that violate any applicable Federal anti-discrimination laws."

13.04. Gratuities. The Government may, by written notice to the Lessee, terminate this Lease if it is found, after notice and hearing by the Secretary of the Army, 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 Government with a view toward procuring an agreement or procuring 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 Army or his/her duly authorized representative makes such finding, shall be an issue and may be reviewed in any competent court. In the event this Lease is so terminated, the Government shall be entitled to pursue the same remedies against Lessee as it could pursue in the event of a breach of this Lease by the Lessee, and 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 Army or his/her duly authorized representative) which shall be not less than three (3), nor more than ten (10), times the costs incurred by the Lessee in providing any such gratuities to any such officer or employee. The rights and remedies of the Government 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.

13.05. Subject to Mineral Interests.

This Lease is subject to all outstanding mineral interests. As to federally-owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM) which has responsibility for mineral development on federal lands.

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The Lessor will provide lease stipulations to BLM for inclusion in said mineral leases that are designed to protect the Leased Premises from activities that would interfere with the Lessee's use of the Leased Premises or would be contrary to local law.

13.06. No Joint Venture. Nothing contained in this Lease will make, or will be construed to make, the Parties partners or joint venturers with each other, it being understood and agreed that the only relationship between the Government and the Lessee under this Lease is that of lessor and lessee. Neither will anything in this Lease render, or be construed to render, either of the Parties liable to any third party for debts or obligations of the other Party.

13.07. Notices.

13.07(a). Notice Defined. "Notice" means any notice, demand, request, or other communication or document to be provided under this Lease.

13.07(b). Notice in Writing to Address. The Notice shall be in writing and shall be given to the Party at its regular mail address, or such other address as the Party may later specify for that purpose by notice to the other Party.

13.07(c). Parties' Addresses. The Parties' current addresses are set forth below:

(i) If to the Government, Notice shall be sent to the attention of: Chief, Real Estate Division, at the following:

Regular mail address:

With a copy to the attention of: Director, Real Estate Division, at the following:

Regular mail address: Headquarters, U.S. Army Corps of Engineers, CEMP-CR, 441 G Street, NW, Washington, DC 20314-1000;

(ii) If to the Lessee, Notice shall be sent to the attention of:

13.07(d). Deemed Receipt. Notice shall only be given in the manner set forth below and shall, for all purposes be deemed given and received:

(i) if hand delivered to a Party at the regular mail address of the Party specified above, against receipted copy, or

(ii) if given by a nationally recognized and reputable overnight delivery service at the regular mail address of the Party specified above, the day on which the notice is actually received by the Party.

If a copy is required above, then Notice shall not be deemed received until the last of the Notice and the copy of the Notice is deemed received as provided above.

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13.07(e). Refusal to Accept. If Notice is tendered under the provisions of this Lease and is refused by the intended recipient of the Notice, the Notice shall nonetheless be considered to have been given and shall be effective as of the date provided in this Lease.

13.08. Records and Books of Account. The Lessee agrees that the Secretary of the Army, the Comptroller General of the United States, or the Auditor General of the United States Army, or any of their duly authorized representatives, shall, until the expiration of three (3) years after the expiration or earlier termination of this Lease, have access to, and the right to examine, any directly pertinent books, documents, papers, and records of the Lessee involving transactions related to this Lease. The Government recognizes and acknowledges that some of the foregoing documentation will be proprietary and confidential, and not releasable to third parties. In addition, the Government recognizes that such information would be exempt from release under the Freedom of Information Act (FOIA) under Exemption 4.

13.09. Partial Invalidity. If any Lease provision is invalid or unenforceable to any extent, then that provision and the remainder of this Lease shall continue in effect and be enforceable to the fullest extent permitted by law.

13.10. Headings, Titles, and Personal Pronouns. The brief headings or titles preceding each condition are merely for purposes of identification, convenience, and ease of reference, and will be completely disregarded in the construction of this Lease. All personal pronouns used in the Lease, whether used in the masculine, feminine, or neuter gender, will include all other genders.

13.11. Waiver. The failure of either Party to exercise any of its rights is not a waiver of those rights. A Party waives only those rights specified in writing and signed by the Party waiving its rights.

13.12. Time is of the Essence. Time is of the essence as to each Party's performance of its obligations under this Lease. Notwithstanding the foregoing, any non-monetary obligation of the Lessee or the Government which cannot be satisfied due to a Force Majeure Event shall be excused until the cessation of such Force Majeure Event. For the purposes of this Lease, a Force Majeure Event shall be any non-monetary obligation of the Lessee or the Government which cannot be satisfied due to:

(i) an act of God, fire, earthquake, flood, explosion, war, invasion, insurrection, riot, mob violence, sabotage, act of terrorism;

(ii) inability to procure or a general shortage of labor, equipment, facilities, materials or supplies in the open market;

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(iii) inability of the Lessee to perform its obligations under this Lease as a result of an excusable delay thereunder;

(iv) failure or unavailability of transportation, strike, lockout, action of labor unions;

(v) a taking by eminent domain, requisition, laws, orders of government or of civil, military or naval authorities (but only such orders of a general nature pertaining to the Leased Premises and comparable properties in the state of [TBD];

(vi) governmental restrictions (including without limitation, access restrictions imposed by the Government and arising without fault or negligence on the part of the Lessee that significantly hinder the Lessee's ability to access the Leased Premises and perform its responsibilities in a timely manner);

(vii) required environmental remediation;

(viii) site conditions relating to the discovery of unknown artifacts or other cultural or natural resources; or

(ix) any other cause, whether similar or dissimilar to the foregoing not within the reasonable control and without the fault or negligence of the Government or the Lessee, as the case may be, and/or any of their respective officers, agents, servants, employees and/or any others who may be on the Leased Premises at the invitation of the Lessee or the invitation of any of the aforementioned persons, specifically excluding, however, delays for adjustments of insurance and delays due to shortage or unavailability of funds.

If a Force Majeure Event occurs and the Lessee is delayed in its performance as a result thereof, the Lessee shall be entitled to an extension of time equal to the period of delay caused by the Force Majeure Event, provided that the Lessee notifies the Government in writing of the event of Force Majeure and the anticipated resultant delay within five (5) days after the occurrence of the Force Majeure Event.

13.13. Construction.

13.13(a). Construction Against Drafter. The Parties chose this Lease document because it is fair to both Parties. Therefore, the Parties agree that any provision of this Lease shall be construed as if both Parties were equally responsible for drafting the provision. If any Lease provision is modified or added by the Parties, then the rule of construction of construing against the drafter shall apply to the modified or added provision. If the Lease's fairness is materially affected because of the cumulative effect of the changes, additions, or deletions (Paragraphs 13.13(b) and (c)), then this Paragraph 13.13 shall be void.

13.13(b). Deletions. If the Parties delete any provision or part of a provision, the Lease will be interpreted as if the deleted language were never part of the Lease. This Paragraph 13.13(b) is subject to the rule in Paragraph 13.13(a) concerning any changes, additions, or deletions that materially affect the Lease's fairness.

13.13(c). Additions. If the Parties add completely new clauses (such as an option to cancel, an option to expand, etc.), then as to such Additions, this Paragraph 13.13 shall not apply.

13.14. Good Faith and Fair Dealing. The Parties agree that they will exercise their rights and remedies and perform their obligations under this Lease fairly, prudently, reasonably, and in good faith. The Parties further agree that before incurring legal expenses or initiating litigation under this Lease, they will contact the other Party about the problem and attempt for a reasonable time (not to exceed five (5) days) to mutually resolve the problem.

13.15. Government Representatives and Successors. The Government may act by and through the Installation Commander, the District Engineer at the Little Rock District, or through other duly authorized representatives. The Installation Commander or the District Engineer may also act by and through their duly authorized representatives.

13.16. Binding on Successors. This Lease shall bind the Parties' heirs, successors, representatives, and permitted assigns.

13.17. Governing Law. This Lease shall be governed by and construed in accordance with the federal laws of the United States of America, and to the extent no such laws exist, the laws of the state of [TBD]. In the event that this Lease, or any portion of it, or the operations contemplated by it are found to be inconsistent with or contrary to laws or official orders, rules or regulations of the United States, then the laws of the United States shall control. This Lease then shall be modified accordingly and, as so modified, shall continue in full force and effect.

13.18. Counterparts. This Lease is executed in two (2) counterparts each of which is deemed an original of equal dignity with the other, and which is deemed one and the same instrument as the other.

13.19. Recording. Recording of this Lease is prohibited except as allowed in this Paragraph 13.19. At the request of either Party, the Parties shall promptly execute and record, at the cost of the requesting Party, a short form memorandum describing the Leased Premises and stating this Lease's Term, its Beginning and Ending Dates, and any other information the Parties agree to include.

13.20. Survival of Remedies. The Parties' remedies shall survive the ending of this Lease when the ending is caused by the Default of the other Party.

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13.21. Authority of Parties. Each Party warrants that it is authorized to enter into the Lease, that the person signing on its behalf is duly authorized to execute the Lease, and that no other signatures are necessary.

13.22. Business Days. Business days means Monday through Friday, both inclusive, excluding federally-recognized holidays. Throughout this Lease, wherever "days" are used the term shall refer to calendar days. Wherever the term "business days" is used the term shall refer to business days.

13.23. Meaning of the Term "Government". "Government" as used in this Lease means the United States of America acting by and through the Secretary of the Army.

13.24. Entire Agreement. This Lease contains the entire agreement between the Parties about the Leased Premises. This Lease may be amended only in writing, signed by an authorized Real Estate Contracting Officer, with appropriate delegated authority, and the Lessee.

13.25. Applicable Laws. "Applicable Laws" as used in this Lease shall mean collectively, all present and future laws, ordinances, rules, requirements, regulations, and orders of the United States, the state where the Leased Premises are located and any other public or quasi-public federal, state, interstate, or local authority, and any department or agency thereof, having jurisdiction over the Lessee's permitted use of the Leased Premises or imposing any duty upon the Lessee with respect to the use, occupation, or alteration of the Leased Premises during the Term, and all Environmental Laws.

13.26. Anti-Deficiency Act. Nothing in this Lease shall be interpreted to require obligations or payments by the Government in violation of the Anti-Deficiency Act, 31 U.S.C. §1341. The Government shall use reasonable efforts to seek additional appropriations in the event of any deficiency, but nothing contained in this Lease may be considered as implying that Congress will appropriate funds at a later date sufficient to meet deficiencies.

13.27. No Commitments on Future Use. This Lease does not commit the United States to any renewal of the use authorized herein other than the Renewal Option identified in Paragraph 1.04 of this Lease or to any future disposal of the Leased Premises and does not create any right or expectation for the Lessee to acquire the Leased Premises.

13.28. ***Executive Order 13658.*** It has been determined this Lease is not subject to Executive Order 13658 or the regulations issued by the Secretary of Labor in 29 CFR Part 10 pursuant to the Executive Order, and the following provisions:

> If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this Lease, that an erroneous determination regarding the

applicability of Executive Order 13658 was made, Lessee, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes Lessee releasing any claim or entitlement it would otherwise have to an equitable adjustment to the Lease and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

13.29. Definition of Lease. This Lease consists of the following:

(i) Title Page;

(ii) Recitals;

(iii) Sections 1 through 13;

(iv) Signature Page; and

(v) Exhibits A through H.

SIGNATURE PAGES FOLLOW

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IN WITNESS WHEREOF, UNITED STATES OF AMERICA, acting by and through the SECRETARY OF THE ARMY has executed and delivered this Lease as of the date first above written.

UNITED STATES:

By: _____

Director of Real Estate
Headquarters, U.S. Army Corps of Engineers

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IN WITNESS WHEREOF, _____ has executed this Lease as of the day and year first above written.

LESSEE:

By: _____
(Name)
(Title)

STATE OF

COUNTY OF

On _____, 20___ before me, the undersigned Notary Public, personally appeared _____, personally known to me as the person named as _____ of _____, and acknowledged the same to be the act and deed of _____. for the purposes therein expressed.

WITNESS my hand and official seal.

Notary Public

_____

My commission expires:

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CORPORATE CERTIFICATE

I, _____ certify that I am the _____
(Name) (Title)

of _____, that _____ who signed the
(Lessee) (Name-Signer of Instrument)

foregoing instrument on behalf of the Corporation was then the _____ of
(Title)

the Corporation. I further certify that the aforementioned officer was acting within the scope of powers delegated to this officer by the governing body of the corporation in executing said instrument.

Signature: _____

Name: _____

Date: _____

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