

<b>DRAFT LEASE FOR REAL PROPERTY</b>	<b>LEASE NO. REORDOER-1-10-XXXX</b>	<b>DATE : Month, Date, Year</b>
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<b>ADDRESS OF PREMISES:</b>	Street Address City, Tennessee 12345	

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

whose address is:                   1234 Commerce Blvd.  
  Suite 1400  
  City, USA 12345

and whose interest in the property hereinafter described is that of Owner, hereinafter called the “Lessor,” and **UT-Battelle, LLC**, hereinafter called the “Company,” acting under its Prime Contract DE-ACO5-000R22725 with DOE.

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

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

Building space to consist of \_\_\_\_usable square feet of space consisting of a facility located at the address stated above. The leased space is to be used to house research and project management staff and shall be provided in accordance with the attached document entitled “REQUIREMENTS – LEASE NO. REORDOER-1-10-XXXX, except for revisions as noted in Article No. 12.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on Month, Date, Year, through Month, Date, Year, and the termination and renewal rights as may be hereinafter set forth.

3. The Company shall pay the Lessor annual rent to be paid one (1) month in arrears as set forth below:

<b>Term</b>	<b>Annual Rent</b> \$	<b>Monthly Amount</b> \$	
		<b>For 11 Months</b>	<b>For 1 Month</b>

The Company shall issue a one-time fixed price payment to the Lessor in the following amounts upon completion of work or no less than \_\_ days following execution of this Lease.

Tenant Improvements	\$XX.00
Office Furniture	\$XX.00

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

Option I: Lease to the Company an additional \_\_\_\_ usable square feet of space, for the period of

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Month, Date, Year

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\_\_\_\_\_, through \_\_\_\_\_, at an annual rent of \$\_\_\_\_\_. In the event Option I is exercised by the Company, it shall be exercised by written notice to the Lessor on or before Month, Date, Year.

Option II: Lease to the Company \_\_\_\_ usable square feet of space, as stated in Article 1 above, for the period of \_\_\_\_\_, through \_\_\_\_\_, at an annual rent of \$\_\_\_\_\_. In the event Option I is exercised by the Company, it shall be exercised by written notice to the Lessor on or before Month, Date, Year.

5. Deferral of Rental Payments

If the Lessor fails to have leased premises complete and available for occupancy within the time specified in this lease agreement, or any extension thereof, deferral of rental payments shall serve as liquidated damages, if so assessed, and shall begin on \_\_\_\_\_.

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

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

6. The Company may terminate this lease in whole or from time to time in part whenever determined that such action is in the best interest of the Company and DOE. In the event of termination in whole or in part, the Company shall provide Lessor not less than 365 days (12 months) written notice in advance. Rental payments after total termination shall be payable through the time the Company occupies the premises. Rental payments after partial termination shall be reduced in proportion to the related reduction in occupancy of the premises. Said notice shall be computed commencing with the day after the date of mailing.

7. The Lessor shall furnish to the Company, as part of the rental consideration, and at no additional cost, the following:

- a. All taxes and levies, including real estate
- b. Certificate of insurance for Lessor's workers during construction and/or modifications.
- c. Building maintenance, including, but not limited to, structural repairs, heating, air conditioning, and electrical maintenance items.
- d. A Health and Safety Plan for work performed prior to occupancy and during any construction and/or modifications performed on or within the premises.

8. The following documents are attached and made a part hereof:

- a. Terms and Conditions Lease of Real Property (OCT 2006).
- b. Representations and Certifications – Lease of Real Property (Oct 2000)

- c. REQUIREMENTS – LEASE NO. REORDOER-1-10-XXXX.
  - d. Building Inventory.
9. Assignment. It is understood that the Company is authorized to and will make payment hereunder from Government funds advanced and agreed to be advanced to it by DOE, unless specifically provided for herein; and that with either DOE written approval or upon termination of said Contract No. DE- ACO5-000R22725 between the Company and DOE, administration of this lease may be transferred from the Company to DOE or its designee, and in case of such transfer and notice thereof to the Lessor, the Company shall have no further responsibility hereunder; and that nothing herein shall preclude liability of the Government for any payment properly due hereunder if for any reason such payment is not made by the Company from such Government funds.
10. Within 10 days after award of the lease, the Lessor shall submit to the Company:  
  
A tentative schedule for completion of construction and modifications as required to coincide with the Company's required occupancy date.
11. The Company shall retain first right of refusal to lease any and all contiguous additional space in the leased premises, if that space should become available at any time during the term of the lease.
12. Requirements – Lease No. REORDOER-1-10-1234 are revised as follows:
- a. Section 1.08 Exits and Access. Revise the requirement for a remote controlled leveling system to XXXXXXXX.
  - b. Section 1.10 Windows. Delete the requirement for windows to XXXX.

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



**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_