

## **Terms and Conditions (Lease of Real Property) (11-14)**

### **1. DEFINITIONS**

As used throughout the Lease to which these Terms and Conditions are attached, and in which these Terms and Conditions are incorporated, the following terms have the meanings set forth below:

- (a) "Government" means the United States of America and includes the Department of Energy (DOE) and its semi-autonomous division the National Nuclear Security Administration (NNSA).
- (b) "Company" means Consolidated Nuclear Security, LLC, acting under its Prime Contract No. DE-NA0001942 with DOE/NNSA, as modified from time to time, and includes any duly authorized representative thereof.
- (c) "Commencement Date" means the first day of the Lease's term.
- (d) "Delivery Date" means the date specified in, or determined pursuant to the provisions of, this Lease for delivery of the Premises to the Company, improved in accordance with the provisions of this Lease and substantially complete.
- (e) "Excusable Delays" means delays arising from matters beyond the control of, and without any fault or negligence of, either Lessor or Lessor's subcontractors and suppliers at any tier or Company, and shall include without limitation (1) acts of God or of the public enemy, (2) acts of the United States of America in either its sovereign or contractual capacity, (3) acts of another contractor in the performance of a contract with the Company, (4) fires, (5) floods, (6) epidemics, (7) quarantine restrictions, (8) strikes, (9) freight embargoes, and (10) unusually severe weather.
- (f) "Lessor" means the party so identified in the Lease and the Sub-lessor, if this Lease is a sub-lease of the Premises.
- (g) "Lessor shall provide" means the Lessor must furnish and install at Lessor's sole expense.
- (h) "Notice" means written notice sent by certified or registered mail, Express Mail or comparable service, or delivered by hand. Notice shall be effective on the date delivery is accepted or refused.
- (i) "Premises" means the space and area described on page 1, Section 1 of the Lease Agreement.
- (j) "Substantially Complete" and "Substantial Completion" means that the work, the common and other areas of the building, and all other things necessary for the Company's access to the Premises and occupancy, possession, use and enjoyment thereof, as provided in the Lease, have been completed or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment.
- (k) "Work" means all alterations, improvements, modifications and other things required for the preparation or continued occupancy of the Premises by the Government or the Company as specified in the Lease.

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### **2. ADMINISTRATION, ASSIGNMENT AND PAYMENT**

It is understood and agreed that the Company is authorized to make and will make payments hereunder from Government funds advanced, and agreed to be advanced, to it by DOE/NNSA and not from its own funds. Lessor further understands and agrees that, so long as Company provides thirty (30) calendar days' written notice, Company may assign this Lease to a successor Managing and Operating Contractor for the Y-12 National Security Complex or to a third party that DOE/NNSA designates. In case of such assignment and notice thereof to the Lessor, the Company will have no further obligations or responsibilities hereunder, excepting only unpaid rent and other liabilities, if any, that have accrued as of the date of the assignment. The Company, as a Managing and Operating Contractor acting under its Prime Contract with DOE, has entered into this Lease with Lessor. If Company seeks recovery from Lessor, Lessor agrees that it will not plead, assert, or raise in any manner a defense that Company has no right to recover from Lessor (1) because the Company itself, rather than DOE/NNSA, has suffered no damages on account of the cost-reimbursable nature of Company's Prime Contract with DOE, or (2) because DOE/NNSA has accepted the services, projects, or tasks performed under or in connection with this Lease.

### **3. SUBLETTING**

The Company may sublet any part of the Premises but shall not be relieved from any obligations under this Lease by reason of any such subletting.

### **4. APPLICABLE CODES AND ORDINANCES**

The Lessor, as part of the rental consideration, agrees to comply with all Federal, State and local codes and ordinances applicable to the ownership and operation of the building in which the Premises are situated, including, without limitation, laws applicable to the construction, ownership, alteration or operation of the Premises and, at Lessor's own expense, to obtain all necessary permits, licenses and related items for the Premises. The Company will comply with all Federal, State and local laws applicable to and enforceable against it as a tenant under this Lease.

### **5. INSPECTION-RIGHT-OF-ENTRY**

(a) At any time and from time to time after receipt of an offer (until the same has been duly withdrawn or rejected), after acceptance thereof, and during the Lease's term, the agents, employees and contractors of the Company may, upon reasonable prior notice to Lessor, enter upon the offered Premises, or the portion of the Premises which is necessary to accomplish the purposes of entry, to determine the Lessor's potential or actual compliance with either the requirements of the solicitation giving rise to this Lease or with this Lease itself, which purposes shall include, but not be limited to:

- (1) Inspecting, sampling, or analyzing suspected asbestos-containing materials, or air monitoring for asbestos fibers;
- (2) Inspecting the heating, ventilation, and air conditioning system, maintenance records, and mechanical rooms for the offered Premises or the Premises;
- (3) Inspecting for any leaks, spills, or other potentially hazardous conditions which may involve tenant exposure to hazardous or toxic substances;

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(4) Inspecting for any current or past waste management operations, to ensure that appropriate mitigating measures were taken to alleviate any environmentally unsound activities in accordance with Federal, State and local laws; and

(5) Inspecting for any code non-compliances, including fire or safety codes.

(b) Nothing in this clause shall be construed to create for, or impose upon, Company any duty to inspect for code non-compliances or toxic materials, or to impose a higher standard of care on the Company than on other companies. The purpose of this clause is to make it easier for the Company to inspect the building and Premises. Nothing in this clause relieves the Lessor of any duty to inspect for, or any liability which might arise as a result of Lessor's failure to inspect for or correct a hazardous or non-compliant condition.

### **6. CONDITION REPORT**

A joint physical survey and inspection report of the Premises will be made as of the effective date of this Lease, reflecting the then present condition, and will be signed on behalf of the parties.

### **7. DELIVERY AND CONDITION**

(a) Unless the Company elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit. The Company reserves the right to determine when the space is Substantially Complete.

(b) If the Premises do not in every respect comply with the provisions of this Lease, the Company may, in accordance with the Failure in Performance clause of this Lease, elect to reduce the rent payments.

### **7. PROGRESSIVE OCCUPANCY**

The Company will have the right to elect to occupy the Premises in partial increments before the Substantial Completion of the entire Premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Company. The Company will pay rent commencing with the first business day following Substantial Completion of the entire Premises unless the Company has elected to occupy the Premises incrementally. In case of incremental occupancy, the Company will pay rent pro rata based upon the square footage of the area it incrementally occupies upon the first business day following Substantial Completion of each incremental unit. Rental payment will become due on the first workday of the month following the month in which an increment of space is Substantially Complete, except that should an increment of space become Substantially Complete after the fifteenth day of the month, the payment due date will be the first business day of the second month following the month in which it was Substantially Complete. If Company engages in progressive occupancy as described in this section, the Commencement Date of the firm Lease term will be the date when the entire Premises are Substantially Complete.

### **9. ACCEPTANCE AND OCCUPANCY**

Neither the Company's acceptance of the Premises for occupancy, or the Company's occupancy thereof, may be construed as a waiver of any requirement or right of the Company under this Lease, or as otherwise prejudicing the Company with respect to any such requirement or right.

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### **10. DEFAULT IN DELIVERY – TIME EXTENSIONS**

- (a) With respect to Lessor's obligation to deliver the Premises Substantially Complete by the Delivery Date (as such date may be modified pursuant to this Lease), time is of the essence. If the Lessor fails to prosecute the work with diligence that will ensure its Substantial Completion by the Delivery Date, or if the Lessor fails to Substantially Complete the work by such date, the Company may, by notice to the Lessor, terminate this Lease, which termination shall be effective when received by Lessor. The Lessor and the Lessor's sureties, if any, shall be jointly and severally liable for any damages to the Company resulting from such termination, as provided in this clause. The Company shall be entitled to the following damages:
- (1) The Company's aggregate rent and estimated real estate tax and operating cost adjustments for the firm term and all option terms of its replacement Lease or Leases, in excess of the aggregate rent and estimated real estate tax and operating cost adjustments reasonably anticipated for the Term of this Lease; provided, if the Company procures replacement Premises for a duration (including all option terms) in excess of the Term, the Lessor shall not be liable for excess Company rent or adjustments during such excess part of such term;
  - (2) All administrative and other costs borne by the Company in procuring a replacement Lease or Leases;
  - (3) Such other, additional relief as may be provided for elsewhere in this Lease, or as may be deemed available at law or in equity;
  - (4) Damages to which the Company may be entitled under this clause shall be due and payable thirty (30) calendar days next following the date Lessor receives notice from the Company specifying such damage.
- (b) Notwithstanding paragraph (a) of this clause, this Lease shall not be terminated under this clause, nor the Lessor charged with damages under this clause, if (1) the delay in substantially completing the work arises from Excusable Delays, and (2) the Lessor within ten (10) calendar days from the beginning of any such delay (unless extended in writing by the Company) provides notice to the Company of the causes of delay. The Company will ascertain the facts and the extent of delay. If the facts warrant such action, the Delivery Date shall be extended by the Company to the extent of such delay at no additional cost to the Company. A time extension is the Lessor's sole remedy for properly noticed Excusable Delays.

### **11. DEFAULT BY LESSOR DURING THE TERM**

- (a) Each of the following shall constitute a default by Lessor under this Lease:
- (1) Failure to maintain, repair, operate or service the Premises as and when specified in the Lease, or failure to perform any other requirement of this Lease as and when required, provided that any such failure remains uncured for a period of thirty (30) calendar days following Lessor's receipt of notice thereof from the Company, unless Lessor is making good effort and progress in correcting such failure and additional time is required to complete corrections.
  - (2) Repeated and unexcused failure by Lessor to comply with one or more requirements of this Lease shall constitute a default, even if or all such failures shall have been timely cured pursuant to this clause.

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(b) If a default occurs, the Company may, by notice to Lessor, terminate this Lease for default.

### **12. LIQUIDATED DAMAGES**

In case of failure on the part of the Lessor to complete any work required by this Lease, or to cure a default, within a reasonable time, the Lessor must pay the Company as fixed and agreed liquidated damages pursuant to this clause the sum of five hundred dollars (\$500.00) for each and every calendar day that the reasonable use of the Premises is delayed beyond the date specified by Company for delivery of all of the space ready for occupancy by the Company. Lessor specifically agrees that this amount is not a penalty but rather is a reasonable approximation and estimate of the base amount of damages that Company would suffer as a result of the failures described in this clause. Lessor also specifically agrees that this remedy is not exclusive and may be awarded in addition to any other remedies which may be available to Company under this Lease (e.g., under Section 10) or at law or in equity.

### **13. FAILURE IN PERFORMANCE**

The Company's covenant to pay rent and the Lessor's covenant to provide any service, utility, maintenance, or repair related to the Premises as required under this Lease are interdependent. In the event of any failure by the Lessor to provide any of these items, the Company may, by contract or otherwise, perform the service, maintenance, utility, or repair and charge to the Lessor any cost thereby incurred by the Company, including any administrative costs, and deduct any such cost from any rental payments. If the Company elects to perform such requirement, the Company and its appointed subcontractors shall have access to any and all areas of the Premises necessary to perform any such requirement, and the Lessor must afford and facilitate such access.

### **14. ALTERATIONS**

Provided such work will not cost more than fifty thousand dollars (\$50,000) in any one instance, the Company shall have the right, during the existence of this Lease, to make non-structural alterations, such as, but not limited to, attaching fixtures and erecting additions, structures, or signs, in or upon the Premises. If such work costs more than fifty thousand dollars (\$50,000) in any one instance, or any alterations or additions involve structural changes, then Company must first obtain Lessor's written approval, which shall not be unreasonably withheld. Any fixtures, alterations, additions, improvements, or structures so placed in, upon, or attached to the Premises shall be and remain the property of the Company. The Lessor may, upon at least thirty (30) days' written notice to the Company, and upon termination of the Lease, require restoration of the Leased Premises. In this event, before the expiration or termination of this Lease, or before relinquishment of possession, whichever occurs first, the Company shall, at its sole election, either (1) restore the Premises to the same condition as that existing at the time of entering into this Lease, reasonable and ordinary wear and tear and damage by the elements or by circumstances over which the Company has no control excepted; or (2) pay to the Lessor the actual cost of restoration. Should a mutually acceptable settlement be made hereunder, the parties shall enter into a written Supplemental Agreement at the termination of the Lease effectuating such settlement. At the Company's option, with the Lessor's written consent, such fixtures, alterations, additions, improvements, or structures may be left upon the Premises upon this Lease's termination or expiration, in which case such fixtures, alterations, additions, improvements, or structures shall become the Lessor's property.

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### **15. CHANGES**

- (a) The Company may at any time, by written order, make changes within the general scope of this Lease in any one or more of the following:
  - (1) Specifications;
  - (2) Work or services;
  - (3) Facilities or space layout; or
  - (4) Amount of space; provided, in this latter case, that the Lessor consents to the change.
- (b) If any such change causes an increase or decrease in Lessor's cost of or the time required for performance under this Lease, whether or not changed by the order, the Company shall modify this Lease in writing by:
  - (1) Making an equitable adjustment in the rental rate;
  - (2) Making a lump sum price adjustment; or
  - (3) Revising the delivery schedule
- (c) The Lessor must submit a proposal for adjustment within 30 days from the date it receives the written order. However, if the Company decides that the facts justify it, the Company may receive and act upon a proposal submitted before final payment under the Lease.
- (d) Lessor may not furnish any services or work for which Lessor will charge an additional cost or fee without the Company's prior written authorization.

### **16. MAINTENANCE OF PREMISES**

The Lessor must maintain the Premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, and access to the Premises, without reasonably preventable or recurring disruptions, as is required for the Company's access to, occupancy, possession, use and enjoyment of the Premises as provided in this Lease, except in case of damage arising from the willful act or the gross negligence of a Company employee. For the purpose of so maintaining the Premises, the Lessor may at reasonable times enter the Premises with the prior approval of the authorized Company representative in charge.

### **17. DAMAGE BY FIRE AND OTHER CASUALTY**

If the Premises are destroyed by fire or other casualty, this Lease will immediately terminate. In case of partial destruction or damage, so as to render the Premises uninhabitable, as reasonably determined by the Company, the Company may terminate the Lease by giving written notice to the Lessor within fifteen (15) calendar days thereafter. If terminated, no rent will accrue to the Lessor after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately as set forth in a supplemental Lease agreement effective from the date of such

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partial destruction or damage. Nothing in this Lease shall be construed as relieving Lessor from liability for damage to or destruction of property of the Company caused by Lessor's willful or negligent acts or omissions.

### **18. MEASUREMENT OF SPACE**

When space is offered and accepted, the space will be mutually measured upon Substantial Completion and delivery. Payment will be made on the basis of actual measurements; however, payment will not be made for delivered space which is in excess of the maximum square footage that Company solicited. The annual rent will be calculated by multiplying the annual square footage rate times the square footage as so measured.

### **19. LESSOR'S SUCCESSORS**

The terms and provisions of this Lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

### **20. ASSIGNMENT OF CLAIMS**

- (a) The Lessor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (the "Act"), may assign its rights to be paid amounts due, or to become due, as a result of the performance of this Lease to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence. Unless otherwise stated in this Lease, payments to an assignee of any amounts due or to become due under this Lease shall not, to the extent specified in the Act, be subject to reduction or setoff.
- (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this Lease, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this Lease.
- (c) The Lessor shall not furnish or disclose to any assignee under this Lease any classified documents, data, materials, or information related to work under this Lease unless and until the Company authorizes such action in writing.

### **21. SUBORDINATION: NONDISTURBANCE AND ATTORNMENT**

This Lease shall be subordinate to any deed of trust, mortgage or other security instrument (a "Mortgage"), and any ground Lease, master Lease, or primary Lease (a "Primary Lease") that now or hereafter covers any portion of the Premises (the mortgagee under any Mortgage or the lessor under any Primary Lease is referred to herein as "Lessor's Mortgagee"), and to increases, renewals, modifications, consolidations, replacements, and extensions thereof. However, any Lessor's Mortgagee may elect to subordinate its Mortgage or Primary Lease (as the case may be) to this Lease by delivering written notice thereof to Company. The provisions of this clause shall be self-operative, and no further instrument shall be required to effect such subordination; however, Company will, within twenty (20) business days after receipt of a written request, execute any instruments prepared by Lessor that may be required by any Lessor's Mortgagee to evidence the subordination of this Lease to any such Mortgage or Primary Lease, provided that Company shall

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be permitted to request that a commercially reasonable non-disturbance provision be included within the subordination instrument.

This Lease shall remain in full force and effect and Company shall attorn to any party succeeding to Lessor's interest in the Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of Lease, or otherwise, irrespective of such party's request, and, however if so requested, shall execute such agreements confirming such attornment as such party may reasonably request. Company shall not seek to enforce any remedy it may have for any default on the part of Lessor without first giving written notice specifying the default in reasonable detail to any Lessor's Mortgagee whose address has been given to Company, and affording such Lessor's Mortgagee a reasonable opportunity to perform Lessor's obligations hereunder.

Notwithstanding any such attornment or subordination of a Mortgage or Primary Lease to this Lease, the Lessor's Mortgagee shall not be liable for any acts of any previous lessor and shall not be bound by any amendment to which it did not consent in writing nor any payment of rent made more than one month in advance or security deposit more than one month's rent equivalent.

No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Company under this Lease so long as the Company is not in default.

### **22. STATEMENT OF LEASE**

- (a) The Company will, within thirty (30) days following the Company's receipt of a joint written request from Lessor or Lessor's designee, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that:
  - (1) The Lease is in full force and effect;
  - (2) The date to which the rent and other charges have been paid in advance, if any; and
  - (3) Whether any notice of default has been issued and is pending.
- (b) Letters issued pursuant to this clause are subject to the following conditions:
  - (1) That they are based solely upon a reasonably diligent review of the Company's Lease file as of the date of issuance;
  - (2) That the Company shall not be held liable because of any defect in or condition of the Premises;
  - (3) That the Company does not warrant or represent that the Premises comply with applicable Federal, State and local laws; and
  - (4) That notwithstanding any language in the letters, the Lessor, and each Lessor's designee, is deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase or pre-commitment inspection of the Premises and by inquiry to appropriate Federal, State and local Government and Company officials.

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### **23. NO WAIVER**

No failure by either party to insist upon the strict performance of any provision of this Lease, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach, shall constitute a waiver of any such provision.

### **24. INTEGRATED AGREEMENT**

The Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease.

### **25. MUTUALITY OF OBLIGATION**

The Company may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this Lease. Notwithstanding the provisions of Section 20(a) above, no setoff pursuant to this clause shall constitute a breach by the Company of this Lease.

### **26. BANKRUPTCY**

If Lessor enters into any proceeding relating to bankruptcy, it must give written notice by certified mail to the Company within five (5) calendar days of initiating the proceedings. The notification must include the date on which the proceeding was filed; the identity and location of the court; the case number; and the mailing address, telephone number, and e-mail address for Lessor's bankruptcy attorneys.

### **27. RESTRICTION ON ADVERTISING AND PUBLIC RELEASE OF INFORMATION**

The Lessor shall not refer to the Lease in commercial advertising or any other promotions in such a manner as to state or suggest that the product or service provided is endorsed or preferred by the Company or the Government, or is considered by these entities to be superior to other products or services. No public release of information, including without limitation data, photographs, sketches, advertising, announcements, denials, or confirmations related to the work under this Lease, or regarding any disputes that may arise from or relate to it, may be made without the Company's prior written approval. Any request for approval must identify the specific media contemplated as well as all other pertinent details of the requested release.

### **28. RESOLUTION OF DISPUTES**

(a) Lessor and Company agree to make good-faith efforts to settle any dispute or claim that arises under this Lease through discussion and negotiation. If such efforts fail to result in a mutually agreeable resolution, the parties shall consider the use of mediation, arbitration, or other means of alternative dispute resolution (ADR). In the event non-binding mediation or arbitration is agreed upon, the site of the proceedings shall be Oak Ridge, Tennessee. Costs of such ADR proceedings shall be allocated by the neutral(s), except that there shall be no pre-decisional interest costs available to either party as a remedy, and each party shall bear its own discretionary costs.

(1) Where Lessor is a State agency, such as an educational Institution, the applicable constitutional provisions or statutes that govern sovereign immunity shall dictate the

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appropriate forum, venue, and law governing substantive issues arising under or in connection with this Lease.

- (2) In all other cases, subject to subsection (b)(3) below, any litigation shall be brought and prosecuted exclusively in the U.S. District Court, with venue proper only in the Eastern District of Tennessee, Northern Division, at Knoxville;
- (3) If the requirements for jurisdiction in the U.S. District Court are not present, any litigation arising under or related to this Lease shall be brought in Knox County, Tennessee, in the Circuit or Chancery Court as appropriate.
- (b) The parties agree that, subject to subsection (a)(1) above, all substantive issues presented for ADR, disputes, claims, litigation, or other efforts at resolution that are related to clauses or portions of clauses herein that are substantially identical to Federal Acquisition Regulation (FAR), Department of Energy Acquisition Regulation (DEAR), or General Services Administration (GSA) provisions and clauses shall be determined, to the maximum extent practicable, in accordance with federal law as interpreted by the United States Court of Appeals for the Federal Circuit, the United States Court of Federal Claims, and the federal Boards of Contract Appeals. The parties further agree that, subject to subsection (a)(1) above, all other substantive issues presented for ADR, disputes, claims, litigation, or other efforts at resolution shall be determined in accordance with the laws of the State of Tennessee, without regard to its principles or rules on conflict of laws.
- (c) There shall be no interruption in the performance of the work, and Lessor shall proceed diligently with the performance of this Lease pending final resolution of any dispute arising under or related to this Lease between the parties or between Lessor and its sub-tier subcontractors.

### 29. ORDER OF PRECEDENCE

Any inconsistencies shall be resolved in accordance with the following descending order of precedence in documents:

- (a) The Lease Agreement;
- (b) Any Rider(s) to the Lease Agreement, including those that specify responsibilities for utilities and the Company's requirements for janitorial services;
- (c) These Terms and Conditions; and
- (d) Clauses Incorporated by Reference.

### 30. INCORPORATION BY REFERENCE

- (a) The clauses listed in paragraph (c) below are incorporated herein by reference. These clauses apply as if they were set forth in their entirety herein. Company clauses incorporated by References are available from Company's Procurement Internet Home Page: <http://www.y12.doe.gov/suppliers/procurement/subcontracting/subcontract-provisions/special-articles-and-forms>. The FAR and DEAR may be obtained from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C., or from these Government web sites: <https://www.acquisition.gov/Far/> for FAR, and

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<http://energy.gov/management/downloads/searchable-electronic-department-energy-acquisition-regulation> for DEAR.

Except as provided in paragraph (b) below, in the listed clauses, “Contractor” means Lessor, “Contract” means this Lease, “Government” means the Company, and “Contracting Officer” means the Real Estate Manager Specialist or Subcontract Administrator administering this Lease.

(b) “Government” retains its meaning in:

(1) Paragraph (a) of FAR 52.203-12, Limitation of Payment to Influence Certain Federal Transactions (OCT 2010); and

(2) DEAR 970.5232-3, Accounts, Records, and Inspection (DEC 2010).

(c) The following clauses are incorporated by reference:

FAR 52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013)
FAR 52.209-6	Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013)
FAR 52.222-3	Convict Labor (JUN 2003)
FAR 52.222-21	Prohibition of Segregated Facilities (FEB 1999)
FAR 52.222-26	Equal Opportunity (MAR 2007)
FAR 52.222-35	Equal Opportunity for Veterans (SEP 2010) (Alternate I DEC 2001)
FAR 52.222-36	Affirmative Action for Workers with Disabilities (OCT 2010)
FAR 52.222-37	Employment Reports on Veterans (SEP 2010)
FAR 52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
FAR 52.222-50	Combating Trafficking in Persons (FEB 2009)
FAR 52.222-54	Employment Eligibility Verification (AUG 2013)
FAR 52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction FAR Contracts (SEP 2013)
FAR 52.223-15	Energy Efficiency and Energy-Consuming Products (DEC 2007)
FAR 52.223-17	Affirmative Procurement of EPA Designated Items in Service and Construction Contracts (MAY 2008)
FAR 52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
FAR 52.225-1	Buy American Act – Supplies (FEB 2009)
FAR 52.225-13	Restrictions on Certain Foreign Purchases (JUNE 2008)
DEAR 952.203-70	Whistleblower Protection for Contractor Employees (DEC 2000)
DEAR 952.204-2	Security (MAR 2011)

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DEAR 952.204-70 Classification/Declassification (SEP 1997)  
DEAR 952.204-73 Facility Clearance (MAR 2011)  
DEAR 952.204-77 Computer Security (AUG 2006)  
DEAR 970.5204-1 Counterintelligence (DEC 2010)  
DEAR 970.5223-4 Workplace Substance Abuse Programs at DOE Sites (DEC 2010)  
DEAR 970.5227-5 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 2002)  
DEAR 970.5232-3 Accounts, Records and Inspection (DEC 2010)  
Security of Controlled Unclassified and Proprietary Information (UCN-22414) (OCT 2014) (Company)  
Travel Reimbursement Policy (UCN-22427) (JUL 2014) (Company)

- (d) The following clauses are incorporated by reference if the value of the payments to be made by Company pursuant to this Lease exceeds one hundred and fifty thousand dollars (\$150,000):

FAR 52.203-7 Anti-Kickback Procedures (OCT 2010), except paragraph (c)(1)  
FAR 52.203-12 Limitation of Payments to Influence Certain Federal Transactions (OCT 2010)  
FAR 52.215-2 Audit and Records – Negotiation (OCT 2010)  
FAR 52.219-8 Utilization of Small Business Concerns (JUL 2013)  
FAR 52.222-4 Contract Work Hours and Safety Standards Act – Overtime Compensation (JUL 2005)  
FAR 52.222-37 Employment Reports on Veterans (SEP 2010)  
Sustainable Acquisition Program (UCN-22645) (JUL 2014) (Company)

- (e) The following clauses are incorporated by reference if the value of the payments to be made by Company pursuant to this Lease exceeds five hundred thousand dollars (\$500,000):

DEAR 952.226-74 Displaced Employee Hiring Preference (JUN 1997)  
DEAR 970.5226-2 Workforce Restructuring Under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 (DEC 2000)

- (f) The following clauses are incorporated by reference if the value of the payments to be made by Company pursuant to this Lease exceeds six hundred fifty thousand dollars (\$650,000):

FAR 52.219-9 Small Business Subcontracting Plan – Alt. II Oct. 2010 (JUL 2013)