ACCESS AGREEMENT

THIS ACCESS AGREEMENT (the "Agreement") is made and entered into as of this 20th day of December, 2013, by and between the United States Department of Energy ("DOE") and The Boeing Company ("Boeing") (each a "Party" and collectively, the "Parties").

RECITALS:

A. WHEREAS, Boeing and the Federal government, administered by the National Aeronautics Space Administration ("NASA"), own the approximately 2,850 acres of real property located in Ventura County, California known as the Santa Susana Field Laboratory ("SSFL").

B. WHEREAS, the SSFL is divided into four (4) administrative areas and two undeveloped areas. Boeing owns the portions of SSFL commonly referred to as "Area I" (except for and excluding an approximately 42-acre parcel administered by NASA), "Area III", "Area IV", and the "Undeveloped Land" (the "Boeing Property"). NASA administers the portions of the SSFL commonly referred to as "Area II" (409.42 acres) and a 41.61-acre parcel of Area I (the "NASA Property"). The Boeing Property in Areas III and IV is accessed by crossing over the NASA Property. The NASA Property is accessed by crossing over the Boeing Property.

C. WHEREAS, DOE formerly operated the Energy Technology Engineering Center ("ETEC") on a 90-acre portion of Area IV on which DOE-owned buildings and other structures are located.

D. WHEREAS, the SSFL is undergoing site closure and environmental investigation and remediation activities. The site closure activities include or will include, without limitation, the demolition of buildings and others structures at the SSFL, as well as the removal of related infrastructure by Boeing, NASA and DOE.

E. WHEREAS, Boeing's period of performance under the contract between DOE and Boeing, No. DE-AC03-99SF21530, will expire on September 30, 2014.

F. WHEREAS, DOE seeks access to certain areas of the Boeing Property to perform activities, which may include building demolition, investigation and remediation, pursuant to the Administrative Order on Consent signed by DOE and the California Department of Toxic Substances Control ("DTSC") in 2010, the Record of Decision that DOE will issue when it completes the Environmental Impact Statement ("EIS") that DOE was ordered to complete by federal District Court Judge Samuel Conti in Case No. C-04-04448 SC, Northern District of California, and the 2007 Consent Order signed by DOE, NASA, Boeing and DTSC.

G. WHEREAS, Boeing is willing to grant DOE and its representatives, agents, contractors and subcontractors access to certain areas of the Boeing Property, for the limited purposes described in and subject to the terms, covenants, and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. Purpose of Agreement. The purpose of this Agreement is to provide the terms, covenants and conditions under which DOE and its representatives, agents, contractors and subcontractors (individually a "DOE Party" and collectively, "DOE Parties") may enter the Boeing Property to conduct environmental investigation, remediation, building

decontamination, decommissioning, and demolition ("D&D") activities reasonably acceptable to Boeing and that DOE is required to perform pursuant to the Administrative Order on Consent signed by DOE and the California Department of Toxic Substances Control ("DTSC") in 2010, the Record of Decision that DOE will issue when it completes the Environmental Impact Statement ("EIS") that DOE was ordered to complete by federal District Court Judge Samuel Conti in Case No. C-04-04448 SC, Northern District of California, and the 2007 Consent Order signed by DOE, NASA, Boeing and DTSC, and related support/ancillary activities; provided, however, that this Agreement does not grant DOE access to perform any soil remediation in Area III of the Boeing Property ("Permitted Activities").

2. Access to Boeing Property.

   a. Boeing grants the DOE Parties non-exclusive access to the following areas within the Boeing Property to perform the Permitted Activities: Area IV, the northern undeveloped land, primary paved roads to Area IV, and drainages originating in Area IV and leading into Area III, as those areas are identified on Exhibit A ("Access Areas"). DOE will ensure that each of DOE's employees, contractors and subcontractors who access the Boeing Property under this Agreement understand that the access rights granted herein are strictly limited to the Access Areas and that Boeing does not grant, and that they may not, access any other area of the Boeing Property.

   b. DOE acknowledges and understands that this Agreement does not provide access to portions of the NASA Property necessary to access Area IV of the Boeing Property, and that DOE must obtain such access directly from NASA.

   c. Boeing reserves the right to refuse access to any person to its Property for any reason. However, before Boeing refuses access to the Property to any DOE or DOE contractor personnel, Boeing will make its best effort to contact the DOE Project Director to confer and advise DOE of the underlying issues.

   d. This Access Agreement does not allow and the DOE Parties are prohibited from using any onsite soil in the Access Area for backfilling activities.

   e. This Access Agreement does not allow and the DOE Parties and any DOE invitees are prohibited from collecting or sampling any surface water at the SSFL without Boeing's prior written consent, or unless the sampling is required by an governmental authority with jurisdiction over the SSFL and DOE (in which case, DOE will provide Boeing with advance notice of the sampling).

   f. The DOE Parties will not construct or install any improvements or infrastructure or disturb any improvements or infrastructure (including without limitation, stormwater BMPs) maintained or owned by Boeing at the SSFL, without Boeing's prior written consent.

   g. Boeing, and with advance notice to and concurrence by DOE (which concurrence will not be unreasonably withheld), Boeing's agents, contractors and subcontractors, shall have the right to be present during and to observe all of DOE's activities under this Agreement; however, by doing so, Boeing does not

relieve DOE of its liabilities or responsibilities under this Agreement. Notwithstanding the above, Boeing does not need to provide advance notice to or obtain concurrence from DOE in the event of an emergency or for work performed by Boeing's representatives, agents, contractors or subcontractors in the Access Area that does not involve or relate to work being performed by DOE.

h. DOE recognizes that selected outside entities and their respective property are located within the Access Area. Such property is essential to support operations and activities at the site and neighboring communities. These outside entities include, but are not limited to, Southern California Edison (electrical lines and poles). These entities may be allowed to continue to operate and maintain their property until such time as the owning entity can remove the property or Boeing no longer grants access to such entities. When Boeing is aware that any such outside entities will be present in the Access Areas, Boeing will make its best efforts to notify DOE in advance so that DOE can accommodate the presence of the outside entities.

i. DOE recognizes that there are several easements recorded at the Boeing Property, including easements within the Access Areas, and that this Agreement is subject to those easements. Prior to the Effective Date of this Agreement, Boeing will provide DOE documentation showing the easement locations within the Access Areas. When DOE intends to conduct Permitted Activities within any easement within the Access Areas, it shall notify the easement holder and make such arrangements as the easement holder and DOE agree are reasonable under the circumstances. Such agreement shall be written and a copy of the written consent shall be provided to Boeing prior to any of Permitted Activities being performed in the easement areas.

j. Unless authorized by Boeing under this Agreement, access will not be permitted to the Boeing Property. For purposes of clarity, this Agreement does not allow DOE access to or use of any of the remediation systems or stormwater treatment facilities installed and/or operated at the SSFL by Boeing, including without limitation the GET System, except as expressly provided in this Agreement, or in a subsequent written agreement executed by the Parties.

3. Notice and Security.

a. The Access Areas will be available to DOE at no charge during regular Boeing business hours (6:00 a.m. to 5:30 p.m., Monday through Friday, except when Boeing is closed).

b. Work to be performed outside of Boeing regular business hours, including overtime, weekend, and holiday work ("Off Hours Access") must be confirmed by the Boeing Project Manager prior to scheduling such work to ensure that a Boeing representative and/or security personnel can be onsite. Boeing will charge DOE for, any additional costs that Boeing incurs (including personnel and security costs) in connection with any requests by DOE for Off Hours Access; Boeing shall not charge DOE for any costs related to Off Hours Access that Boeing will have incurred notwithstanding DOE's request. Costs incurred by Boeing to provide Off

Hours Access to the DOE Parties may be submitted to DOE for reimbursement pursuant to Paragraph 20.d.

c. DOE shall provide a minimum of three (3) calendar days prior advance notice of the schedule of the Permitted Activities.

d. DOE shall ensure that all DOE Parties entering the Boeing Property are at least eighteen years of age, are provided a copy of this Agreement, agree to be bound by the terms, covenants, conditions and obligations set forth herein, and fully comply with this Agreement.

e. Access to the SSFL is controlled through a gate with security presence. The DOE Parties will enter and exit from the SSFL Main Gate at the beginning and end of the work day. However, other roads and site gates that lead to/from site may be used on a periodic basis, with advance DOE notice to the Boeing Project Manager, to facilitate the Permitted Activities.

f. Any DOE Parties who have a Boeing Non-Employee Badge ("Badge") will have access to and within the Access Areas without needing a Boeing escort, provided such persons have completed the site Safety Orientation Briefing. DOE Parties who have a Badge may escort other DOE Parties who do not have a Badge, provided such DOE Parties have executed Boeing's Non-Employee Escort Agreement ("Escort Contractors"), a copy of which is attached as Exhibit B. DOE intends to keep the number of personnel needing escort privileges to a minimum number necessary to achieve the objectives of the Permitted Activities. All DOE Parties who do not have a Badge must be escorted at all times by a Boeing representative or an Escort Contractor; provided that DOE Parties who are familiar with the SSFL and do not have a Badge may travel unescorted between the security gate and the Access Areas if an Escort Contractor is present in the Access Areas and ensures that such DOE Party arrives at and is under the observation of an Escort Contractor when working in the Access Areas.

g. DOE shall provide at least two business days advance notice via e-mail to Boeing Santa Susana personnel (email to: joyce.a.kucinskas@boeing.com or such other email address provided to DOE) for all personnel, including without limitation, visitors and DOE Parties, who do not have a Badge, and require access to the Access Areas under this Agreement. When providing notice, DOE shall include the person's name, their affiliation, their citizenship status, the purpose of the visit and intended route/sites. At the time of entry, such person(s) must have a picture identification issued by a government agency, such as a driver's license, passport or other identification.

h. For emergency response reasons, DOE will keep an updated daily log of all individuals who enter and exit the SSFL associated with the Permitted Activities. In the event of an emergency, DOE will provide Boeing a copy of the daily log.

i. DOE acknowledges and understands that, as Boeing's activities at the SSFL change, Boeing may reduce security staffing and business hours at the SSFL. Boeing will provide DOE at least sixty (60) days advance notice of any such changes, or any other changes to the notification requirements in this Paragraph 3.

4. Camera Permits. DOE acknowledges and understands that photographs at the SSFL site are not permitted without a camera permit from Boeing, a copy of which permit is attached as Exhibit C. DOE intends to keep the number of camera permits to a minimum necessary to achieve the objectives of the Permitted Activities. Any of the DOE Parties issued a camera permit shall comply with the terms of the permit and the requirements herein. Except as otherwise provided below, DOE will be permitted to take all photographs in Area IV and the northern undeveloped land as necessary to support the Permitted Activities. If any photographs include any Boeing employees, subjects, objects or structures outside of Area IV or the northern undeveloped land, or Boeing activities, work or improvements (including, without limitation, stormwater features and best management practices), DOE will consult with and obtain Boeing approval before making them publicly available.

5. Access by Others.

    a. Boeing will allow members of the public identified by the DOE Project Manager access to Area IV and the northern undeveloped land, provided that a Boeing representative is present, or the Boeing Project Manager agrees in writing that Boeing accompaniment is not required. If requested by DOE, the Boeing representative will travel in a separate vehicle and maintain an appropriate distance in order to provide privacy to DOE and its guest(s). DOE will provide the name of each person of the general public coming onsite to the Boeing Project Manager and a general description of the purpose of the visit, at least 2 business days in advance of the entry date. Boeing and DOE will maintain visual contact of pubic visitors at all times while within the SSFL boundaries, except that DOE will have the ability to meet with visitors in private and without a Boeing representative present.

    b. DOE may need to meet and work on-site with local, state and federal regulators and officials during the course of performing the Permitted Activities. Subject to the Security and Health and Safety requirements outlined in this Agreement, Boeing will provide access to any representative of a local, state or federal regulator that requires access, as identified by DOE, to the Access Areas for a purpose related to the Permitted Activities, including without limitation: California Department of Toxic Substances Control and California Department of Fish and Wildlife, U.S. Department of the Interior, the California Regional Water Quality Control Board and Ventura County.

    c. DOE shall ensure that all public visitors entering the Boeing Property are in conformance with Boeing standard practices, are wearing proper attire, do not take any photographs without a camera permit from Boeing, and prior to entrance onto the Boeing Property, execute the release of liability and indemnification agreement attached hereto as Exhibit D.

    d. DOE will provide a safety orientation to members of the public and others who will access the SSFL.

6. Cooperation and Coordination

   a. Boeing and DOE will work cooperatively and in good faith to prevent interference with the performance of the Permitted Activities, and Boeing's use of and activities on and around the Access Areas, including without limitation, closure activities (such as D&D), investigation and remediation work.

      i. DOE will coordinate with Boeing with respect to the Permitted Activities. Boeing will coordinate with DOE with respect to activities performed by or on behalf of Boeing within the Access Areas.

      ii. The Parties acknowledge and agree that certain activities at the SSFL, for example trucking and road maintenance, will need to be addressed through one or more separate agreements that include Boeing, DOE and NASA. The Parties agree to work in good faith to negotiate an agreement no later than June 1, 2014, that governs trucking and road maintenance issues at the SSFL.

   b. Boeing and DOE also shall cooperate and coordinate on any investigation or remediation of groundwater or other issues at the SSFL for which the Parties are jointly involved, including without limitation: 3D groundwater flow model development; RFI Groundwater Report; Corrective Measures Report (for groundwater); and reinjection of treated groundwater ("Joint Issues"). The Parties will share with each other non-privileged environmental data and other relevant information related to the Joint Issues.

   c. Following the execution of this Agreement, Boeing's Project Manager will meet with the DOE Project Manager at the SSFL on a weekly basis ("Weekly Meetings") to discuss the Joint Issues and any other upcoming activities that each Party plans to conduct over the next week within the Access Areas. If Boeing plans to conduct any work in the Access Areas, the parties will coordinate to ensure that Boeing is aware of and can instruct its employees, agents and contractors to follow, any safety or biological and cultural resources guidelines and instructions from DOE with respect to work that DOE has conducted or will be conducting at that time in the Access Areas. These meetings may be conducted via conference call if necessary. If requested, each party shall provide the other any non-privileged, reasonably available documentation of the proposed activities discussed in the Weekly Meetings. Each Party also will promptly make available to the other Party upon request, any air monitoring data the Party has collected at the SSFL during the term of this Agreement. Meetings may be cancelled at any time with concurrence by both parties if no Permitted Activities are occurring or no change has occurred since the last meeting.

   d. Any information exchanged between the Parties outside of the Weekly Meetings may be transmitted by telephone or email to the Project Managers identified in this Agreement, unless specifically requested to provide written documentation.

   e. The Parties will inform each other (by telephone and email) as soon as reasonably possible of, but in no event more than 24 hours after, any unanticipated or

emergency situations or events that arise within the Access Area and are not covered during the Weekly Meeting.

f. The points of contact for each Party for purposes of this Agreement, including the Project Managers, are provided in Paragraph 19 below.

g. DOE acknowledges that Boeing has an interest in fully understanding any actions being considered by DOE in carrying out the Permitted Activities that may impact Boeing's rights and interests as the owner of the Access Areas. The Parties agree to use their best efforts to have cooperative discussions, including with regulatory agencies and third parties as appropriate, to ensure that any such actions fully take into account Boeing's interests as the owner of the Access Areas.

7. Additional Boeing Assistance. Boeing will cooperate with DOE to provide, upon request, the below additional support for the Permitted Activities:

   a. enabling DOE to install "daisy chain" locks on gates into the northern undeveloped land and into Area IV;

   b. assistance facilitating entry of the DOE Parties in and out of the SSFL front gate;

   c. providing information on all hazards or obstructions known to Boeing in the Access Areas; and

   d. approval of camera permits, as necessary, for persons identified by DOE.

8. Stormwater Permit and Management

   a. The Parties acknowledge that the Boeing NPDES Permit applies to the entire SSFL, including the Access Area, and that some outfalls are located within the Access Area.

   b. The Parties also acknowledge that the Boeing NPDES Permit imposes monitoring and other obligations on Boeing, and that stipulated penalties apply to any violation of the Permit.

   c. The Parties further acknowledge that stormwater flows from the Access Areas to Boeing outfalls located in the Access Areas or other parts of the SSFL if the stormwater is not diverted or otherwise interrupted by DOE.

   d. The Parties acknowledge and agree that it is not in either Party's interest for any activities at the SSFL to cause a violation of the Boeing NPDES Permit.

   e. The Parties agree that, so long as Boeing maintains the Boeing NPDES Permit, DOE may rely on the permit and need not obtain a separate stormwater NPDES permit; provided, however that:

      i. DOE must obtain on its own, separate construction stormwater NPDES permits in connection with the performance of its Permitted Activities;

      ii. DOE may only discharge into any outfalls subject to the Boeing NPDES Permit clean stormwater that meets the conditions of the Boeing NPDES Permit;

iii. DOE will not knowingly introduce, discharge or otherwise allow the flow of any contaminants (including sediment) into any outfalls subject to the Boeing NPDES Permit;

iv. DOE will implement a process (in coordination with Boeing) to monitor stormwater discharges from the Access Areas at the SSFL that could potentially discharge to Boeing's stormwater outfalls, to ensure that DOE has made every possible effort so that any stormwater from the Access Areas that enters a Boeing outfall does not contain any contaminants and will not cause a violation of the Boeing NPDES Permit;

v. The Parties will coordinate with respect to activities related to stormwater management on the SSFL;

vi. If any of DOE's activities at the SSFL cause or may result in a noncompliance or violation of the Boeing NPDES Permit:

1. DOE will cooperate with the appropriate government representatives to address any such compliance issues, and pay for any associated corrective actions;

2. Boeing may submit the related costs, fines or penalties to DOE for reimbursement pursuant to Paragraph 20.d; and

3. Boeing may submit the costs for related system modifications or other changes agreed to and performed by Boeing to resolve the permit violation(s) to DOE for reimbursement pursuant to Paragraph 20.d.

f. DOE acknowledges and understands that the terms and conditions of the Boeing NPDES Permit likely will change over time. Boeing will promptly provide DOE with copies of any new or modified versions of the Boeing NPDES Permit.

g. The Parties agree to enter into discussions regarding stormwater management at the SSFL and Boeing's request that DOE contribute to the monitoring, reporting, operations and maintenance, and possible future system expansion or modification costs associated with the Boeing NPDES Permit. The Parties will use their best efforts to reach agreement on this issue on or before June 1, 2014. The Parties reserve all rights with respect to any such agreement and other issues with respect to the stormwater discharges at the SSFL. If the Parties cannot reach agreement by June 1, 2014 (or some later date agreed to by Boeing), either Party may terminate this Agreement pursuant to Paragraph 16..

9. Performance of and Responsibility for Permitted Activities.

a. All activities performed by the DOE Parties shall be conducted in a good and workmanlike manner.

b. Boeing and the DOE Parties shall use good faith efforts not to interfere with each other's activities at the SSFL.

c. The DOE Parties may bring personal property necessary to perform the Permitted Activities, including equipment, into the Access Area and may leave that property onsite (in locations reasonably acceptable to Boeing) for as long as it is needed through completion of the Permitted Activities. The DOE Parties are responsible for protecting their property from theft, loss, casualty and damage. All personal property of the DOE Parties which is placed in Area IV or in portions of Area III or the northern undeveloped land being used by DOE for the Permitted Activities, shall be at the DOE Parties' sole risk and Boeing and its representatives, agents and employees shall not be liable to any of the DOE Parties for any theft, loss, damage or misappropriation thereof or for any damage or injury thereto. The DOE Parties waive and release Boeing from any claims for personal injury or damage to the personal property of the DOE Parties by reason of the condition of Area IV or any portions of Area III or the northern undeveloped land being used by DOE for the Permitted Activities.

d. The DOE Parties further waive and release Boeing from any claims for personal injury, loss or damage to the personal property of the DOE parties by reason of the condition of the primary paved roads to Area IV, unless such claims result directly from the gross negligence or willful misconduct of Boeing, or as otherwise set forth in the road maintenance agreement discussed above in Paragraph 6(a)(ii).

e. DOE shall have full and complete responsibility for and control over, subject to the terms of this Agreement, all aspects of the Permitted Activities.

f. DOE shall take all necessary precautions in connection with its Activities hereunder including, but not limited to, locating underground utilities prior to commencement of any drilling. During adverse weather conditions, DOE shall take reasonable steps to prevent its operations from becoming a significant source of surface water contamination. All Activities to be performed pursuant to this Agreement shall be performed in a reasonable manner designed to prevent disruption in or interference with any utility service for the Boeing Property, as applicable. If any DOE Party damages a utility line at the SSFL, it will immediately repair or cause the repair of the utility line to its pre-existing condition at its sole cost and expense. If the damaged utility line is not repaired within 24 hours, DOE will compensate Boeing for its damages related to the disrupted service. DOE agrees to, at its cost, promptly repair or have repaired, or reimburse Boeing for the cost to repair to its preexisting condition, any damage to Boeing owned buildings and other infrastructure (e.g., roads and/or structures/systems) in the Access Area caused by the act or omission of any DOE Parties in connection with the access provided by this Agreement. Any repairs performed by or on behalf of DOE must be of a similar quality to the damaged structure and acceptable to Boeing. Costs incurred by Boeing for damages or repairs may be submitted to DOE for reimbursement pursuant to Paragraph 20.e.

10. Access for DOE Contractors and Subcontractors.

a. The access granted by Boeing to DOE pursuant to this Agreement extends to DOE's contractors and subcontractors, provided that, prior to any entry onto the Boeing Property to perform any Permitted Activity by each such contractor and subcontractor, Boeing is provided:

i. an original executed copy of the access agreement attached hereto as Exhibit E ("Contractor Agreement"); and

ii. a certificate of insurance that complies with the insurance requirements of the Contractor Agreement.

b. DOE's contractors and subcontractors who access the Boeing Property under this Agreement are under the control and oversight of DOE. As such, DOE is responsible for the acts or omissions of its contractors and subcontractors on the Boeing Property and DOE shall ensure that its contractors and subcontractors who access the Boeing Property under this Agreement comply with the terms of this Agreement.

c. Should a DOE contractor or subcontractor fail to comply with the terms of the Contractor Agreement, Boeing will consult with DOE in an effort to resolve the issue. Boeing will provide DOE at least ten (10) calendar days notice of its intent to terminate, before terminating such contractor's or subcontractor's access to the Access Areas.

d. Boeing will notify DOE of any DOE Party that Boeing observes acting in an unsafe or reckless manner at the SSFL.

11. Compliance with Law; Permits.

a. DOE, while carrying out the Permitted Activities in the Access Areas, at its sole cost and expense, shall comply and shall ensure that its contractors and subcontractors comply with all applicable laws, regulations and guidance of applicable government agencies. If any of the Permitted Activities cause or may result in a noncompliance or violation of applicable laws or regulations, DOE will cooperate with the appropriate government representatives to address any such compliance issues, and pay for any associated corrective actions.

b. With the exception of the Boeing NPDES Permit discussed in Paragraph 8 above and the FCC license discussed in Exhibit F, DOE, at its sole cost and prior to the performance of any Permitted Activities, shall obtain or cause its contractors and subcontractors to obtain any and all licenses or permits required by applicable laws and regulations for the performance of the Permitted Activities ("DOE Permits"). DOE shall promptly provide copies of all DOE Permits to Boeing.

c. If any government authority will not (despite DOE's diligent and good faith efforts) grant DOE a permit for any portion of the Permitted Activities because Boeing already has a permit that could cover such activities, then (i) DOE may request to be named as a co-permittee on such permit(s); (ii) the DOE Parties will strictly comply with such permits; (iii) DOE will be solely responsible for costs associated with any permit modifications or system changes in connection with

DOE's inclusion in the permit; and (iv) in the event that any violation of such permit(s) was caused or contributed to by the performance of the Permitted Activities, DOE shall promptly and at its own cost and expense, perform any necessary action to address any violation and pay any related fine or penalty from the governmental authority.

d. DOE will coordinate with appropriate and applicable regulatory agencies concerning the Permitted Activities. The DOE Project Manager will keep the Boeing Project Manager informed of DOE's coordination efforts with other regulatory agencies as part of the Weekly Meetings.

e. DOE shall make any and all required notices under applicable federal, state, or local laws and regulations (including permits) for work performed by or on behalf of DOE in connection with the Permitted Activities.

f. DOE shall coordinate with Boeing so that the Permitted Activities do not cause a non-compliance with any regulatory requirement applicable to Boeing, or interfere with or cause a violation of any of Boeing's permits at the SSFL, whether such permits exist before or after the Effective Date of this Agreement ("Boeing Permits"). Prior to the Effective Date of this Agreement, Boeing will provide to DOE copies of any Boeing Permits that apply to the Access Areas or otherwise may be impacted by the Permitted Activities. Boeing will provide advance notice to DOE of any modification of such Boeing Permits or additional permits that relate to Area IV that Boeing will obtain at the SSFL and provide DOE copies of any such modifications or permits upon issuance.

g. DOE understands and acknowledges that Boeing has installed and may in the future install various systems and controls at the property to comply with the Boeing Permits, including without limitation stormwater controls. If Boeing, after coordination with DOE in accordance with Paragraph 11(f) above, reasonably determines that these systems must be expanded or modified as a result of the Permitted Activities, Boeing may submit the costs of such expansions or modifications to DOE for reimbursement pursuant to Paragraph 20.e.

h. If either Party's activities in the Access Areas cause the other Party to violate any of its Permits, the Party holding the Permit shall immediately notify the other Party both orally and in writing of the specific permit requirement and the particulars of the activities causing such alleged violation. The notifying Party will provide the other Party the opportunity to be involved in any discussions with the relevant government agency regarding the alleged permit violation. The Party whose actions allegedly caused the permit violation will promptly at its own cost and expense, perform any necessary action to address such violation and pay any related fine or penalty issued by the governmental authority. If any DOE Party causes a violation of any Boeing Permit for which Boeing incurs a fine or penalty, Boeing may submit the fine or penalty related to the violation of the Boeing Permits to DOE for reimbursement pursuant to Paragraph 20.e.

12. Health and Safety

a. DOE will be responsible for requiring safe work practices of all DOE Parties who access the SSFL pursuant to this Agreement, including compliance with all appropriate and applicable regulatory requirements

b. All DOE Parties who access the SSFL pursuant to this Agreement shall provide their respective employees with dosimetry and bioassay services, if and when, entry to posted radiological facilities occurs.

c. Boeing shall have no responsibility for ensuring that any of the DOE Parties comply with applicable Occupational Health and Safety Act ("OSHA") or other safety and/or environmental-related regulations.

d. DOE and its contractors and subcontractors shall each designate an individual to serve as their respective Health & Safety Officer ("HSO") for each entity's activities in the Access Area. Boeing shall provide each HSO the appropriate Boeing Safety Orientation. Each HSO is responsible to provide the safety orientation training to its employees before entering the SSFL.

e. The Parties agree that it is in their respective best interests for there to be radio communication between Boeing and DOE, particularly during emergencies. In addition, DOE has requested that Boeing allow DOE to use one of the radio frequencies under Boeing's FCC license. Boeing is willing to allow DOE to use two radio frequencies under Boeing's FCC license. The details of these arrangements are addressed in the radio communications agreement that is attached as Exhibit F to this Agreement.

13. Environmental Protection

a. **Surface Water**. DOE shall refrain from field work in Boeing NPDES surface water exclusion zones, identified by the Boeing Project Manager, during the rainy season, which is interpreted to be from October 1st through March 30th each year. However, the Boeing Project Manager and DOE Project Manager may mutually agree to limited field activities within the designated NPDES surface water exclusion zones on a location-by-location basis upon advance review and consultation.

b. **Spills and Releases**. None of the DOE Parties will exacerbate any existing conditions at the SSFL or dispose or release onto the SSFL or any neighboring property or into the air, surface water, soil, or groundwater any hazardous materials. If the Permitted Activities result in a spill or release, as defined by applicable statutes and regulations, DOE and its contractors and subcontractors, as applicable, will, at no cost to Boeing, take responsibility for responding, containing, and cleaning the spill, and if required by applicable regulations, providing notification to appropriate regulatory agencies. DOE will immediately upon gaining knowledge, orally notify the Boeing Project Manager of any spill or release of hazardous materials, followed by written email notification that will include all of the following information: 1) date, time and location of the spill or release, 2) material spilled or released, 3) estimate of the amount of spill or release, 4) a general description of the incident leading to the spill or release, 5) a

description of any corrective actions taken, and 6) identification of any notifications made concerning the spill or release. DOE will ensure that the DOE Party whose actions allegedly caused the violation of federal environmental statutes or regulations will promptly at its own cost and expense, perform any necessary action to address such violation and pay any related fine or penalty issued by the governmental authority. If Boeing is issued a violation notice assessing fines or penalties by a governmental authority as a result of the spill or release caused by any DOE Party, Boeing may submit those penalties to DOE for reimbursement pursuant to Paragraph 20.e.

c. **Hazardous Materials**.

   i. The DOE Parties will inventory, store, and report as required to the appropriate and applicable regulatory agencies any hazardous material brought to or used on the Access Areas. A list of all hazardous material brought onsite and used (including radioactive calibration sources) shall also be provided to Boeing in advance of bringing such material onsite. All hazardous materials brought onsite by any of the DOE Parties shall be removed from the site within 60 days of completion of the tasks involving the use of the hazardous materials.

   ii. During remediation, property disposition, and closure activities, hazardous materials may be encountered. Except as expressly contracted between Boeing and DOE, all hazardous waste generation, profiling, and disposal arising from the Permitted Activities is the sole responsibility of DOE and its contractors generating the waste, including without limitation securing a separate EPA identification number.

d. **Waste Management**. The DOE Parties shall be responsible for managing and disposing, in accordance with appropriate and applicable federal, state and local laws and regulations, any investigation derived waste ("IDW") generated during the performance of the Permitted Activities. DOE shall list itself or its contractor or subcontractor as the generator of waste on both the waste manifest and any waste profile for use by the disposal facility for any waste materials generated at or removed from the Access Areas as a result of the Permitted Activities. The DOE Parties performing the Permitted Activities will not discharge process waters resulting from ongoing field operations to the ground. Any waste water generated shall be collected and disposed of onsite at a location approved by the Boeing Project Manager or disposed of offsite at a location determined by DOE.

14. <u>DOE Environmental Impact Statement and Boeing Property</u>

a. **Endangered Species/Potential Biological Impacts**. In performing the Permitted Activities, DOE is subject to the Endangered Species Act ("ESA"). Boeing will simultaneously be performing activities in the Access Area. The ESA requires DOE to coordinate and consult with appropriate and applicable federal and state agencies on potential biological impacts related to DOE's Permitted Activities. DOE acknowledges that as the owner of Access Areas, Boeing has an interest in fully understanding any potential designations, or avoidance, minimization, or mitigation measures being considered by DOE, and will provide Boeing with the

opportunity to review and comment on potential designations, or avoidance, minimization, or mitigation measures, being considered by DOE throughout the consultation process. In the Access Areas, DOE will be responsible for avoidance, minimization, or mitigation measures and subsequent follow-up mitigation monitoring reports or measures that may be required by any Biological Opinion rendered by the U.S. Fish and Wildlife Service ("USFWS") or any other regulatory agency associated with the Permitted Activities. The Parties agree to use their best efforts to have cooperative discussions with the regulatory agencies to ensure that any such required measures fully take into account Boeing's interests as the owner of the Access Areas. Boeing will not perform any activities in Access Area that will foreseeably negatively impact the mitigation measures required to be implemented by DOE pursuant to the final Biological Opinion. Any additional costs incurred by Boeing as a result of the implementation measures required by the final Biological Opinion which exceed existing Boeing policies and practices may be submitted to DOE for reimbursement pursuant to Paragraph 20.e.

b. **Cultural Resources**. DOE acknowledges that as the owner of the Access Areas, Boeing has an interest in fully understanding any agreements or arrangements with any Native American groups being considered by DOE, and the boundaries of the area(s) of potential effects from the Permitted Activities. DOE will provide Boeing with advance notice of and seek Boeing review and comment on any agreements or arrangements with any Native American groups prior to conducting additional surveys or using Native American monitors as part of the Permitted Activities. DOE will also provide Boeing with information regarding the boundaries of the area(s) of potential effects that may or will be disrupted by the Permitted Activities. None of the DOE Parties will release the location of any areas within the Access Area known or thought to be culturally significant to any entity that does not have legal standing to obtain such information. DOE will notify and consult with the Boeing Project Manager regarding the identification and preservation of any cultural artifacts, and unless otherwise agreed to by Boeing, shall not remove from the SSFL any such artifacts. The Parties agree to use their best efforts to ensure that any actions taken regarding cultural resources in the Access Areas fully take into account Boeing's interests as the owner of the Access Areas.

15. Boeing Utilities and Outside Services

a. **Utilities**.

i. Through September 30, 2014. DOE may utilize at no cost available utilities within Area IV between the date of execution of this Agreement and September 30, 2014. DOE acknowledges and understands that the availability of the utilities in Area IV during this period of time is contingent on the condition of the infrastructure, and that Boeing no longer maintains any existing utility infrastructure in Area IV.

ii. After September 30, 2014, Boeing shall not make available and DOE will secure and provide for itself any and all utilities, communication and other services necessary or related to the performance of the Permitted Activities in the Access Area, including without limitation, services to any re-activated DOE building in Area IV. For purposes of clarity, after September 30, 2014, Boeing will not make available and DOE will need to secure, as needed, the following services at its own cost and expense:

1. Telephone and internet (without using Boeing equipment, such as telephone poles and fiber);
2. Potable water;
3. Non-potable;
4. Electricity;
5. Sewer;
6. Washroom facilities (note that no sanitary sewer exists in Area IV);
7. Natural Gas; and
8. Waste disposal/garbage.

b. **Boeing Office/Storage/Meeting Facilities**. Except as expressly contracted between Boeing and DOE or authorized by Boeing, the access granted herein shall not include access to any Boeing-owned building or other structures on the Boeing Property.

16. Termination**.**

a. The term of this Agreement is from the Effective Date to December 31, 2020. Either Party shall have the right at any time and without cause, to terminate this Agreement.

b. Prior to any such termination of the Agreement, the Party seeking termination will orally notify the other Party of its intent to terminate the Agreement and the Parties will work cooperatively to try to resolve any issues prior to any such termination of the Agreement. If the Parties cannot reach agreement, the Party seeking termination shall submit a formal, written notice of termination to the other Party.

c. Following notice of any formal termination:

i. DOE shall cease all Permitted Activities, other than such activities necessary to vacate and quit the Access Areas ("Termination Activities");

ii. DOE shall complete the Termination Activities as soon as possible;

iii. The Termination Activities will be performed in a manner such that DOE leaves the property in a safe, stable, regulatory compliant and environmentally responsible condition; and

iv. The Termination Activities will be subject to the terms and conditions of this Agreement.

d. Upon completion of the Permitted Activities or earlier termination of this Agreement, all DOE Parties will vacate and quit the Access Area, having first removed, at DOE's sole cost and expense, (i) all debris, (ii) inventory, equipment or other materials brought onto the Boeing Property in connection with this Agreement and (iii) permanent or temporary structures and associated infrastructure, from the Access Areas, and having restored Area IV and any other portion of the Access Areas on which DOE conducted any Permitted Activities, as nearly as possible to an open, natural landscape.

e. DOE's obligations pursuant to Paragraph 16(c) shall survive the expiration or earlier termination of this Agreement.

17. "As-Is"; Release. The DOE Parties understand and acknowledge that the SSFL is an active remediation site and not a static environment, that Boeing and others will be conducting activities at the SSFL (including within the Access Areas) during the term of this Agreement, and that the condition of the Access Areas will change throughout the term of this Agreement. Boeing makes no warranty of any kind and has no obligation to any of the DOE Parties concerning the condition of the SSFL (now or in the future) or its fitness for DOE's purposes, including without limitation the Permitted Activities. As of the Effective Date of this Agreement, the DOE Parties accept and will access the SSFL in its "as-is" condition and hereby waive, release, and renounce any and all claims against Boeing relating to the condition of the SSFL (now or in the future), or its fitness for DOE's purposes, including claims arising out of or alleging Boeing's fault or negligence, but excluding claims arising out of Boeing's willful misconduct.

18. Dispute Resolution.

If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by alternate dispute resolution process administered by the Civilian Board of Contract Appeals (CBCA) or the Armed Services Board of Contract Appeals (ASBCA), and if not accepted for mediation by the CBCA or ASBCA, then by the American Arbitration Association under its Commercial Mediation Procedures, before filing an action under the Contract Disputes Act (41 USC CHAPTER 71) to the Board of Contract Appeals or to the Court of Federal Claims. Any costs awarded to Boeing by a mediator, arbitrator or court may be submitted for reimbursement pursuant to Paragraph 20.e.

19. Party Representatives; Notice.

a. **Notice**. Except for informal exchange of information in connection with coordination and cooperation efforts described above in Paragraph 6, any notice, demand, request or other communication which any Party may be required or may desire to give under this Agreement shall be in writing and shall be deemed to have been properly given if (a) hand delivered (effective upon delivery) (b) sent by a nationally recognized overnight delivery service (effective one (1) business

day after delivery to such courier), or (c) sent by email (effective upon delivery), in each case, addressed as follows:

If to Boeing	The Boeing Company Attn: David W. Dassler Santa Susana Field Laboratory Environment Health & Safety 5800 Woolsey Canyon Road MC 055-T4787 Canoga Park, CA 91304-1148 david.w.dassler@boeing.com
With a copy to	The Boeing Company Attn: Allison B. Edgar, Esq. Senior Counsel 2201 Seal Beach Boulevard MC 110-SB33 P.O. Box 2515 Seal Beach, CA 90740-1515 allison.b.edgar@boeing.com
With a copy to	The Boeing Company Attn: Gil Gagnon Senior Contract Administrator 5301 Bolsa Avenue MC H017-D537 Huntington Beach, CA 92647 gilbert.a.gagnon@boeing.com
If to DOE	DOE Federal Project Director John Jones 4100 Guardian Street Suite 160 Simi Valley, CA 93063 john.jones@emcbc.doe.gov
With a copy to	Deputy Federal Project Director Stephanie Jennings 4100 Guardian Street Suite 160 Simi Valley, CA 93063 stephanie.jennings@emcbc.doe.gov

With a copy to DOE Contracting Officer
Lori A. Sehlhorst
EM Consolidated Business Center
250 E. 5th Street, Suite 500
Cincinnati, OH 45202
lori.sehlhorst@emcbc.doe.gov

With a copy to DOE Real Estate Contracting Officer
Bud Sokolovich
EM Consolidated Business Center
250 E. 5th Street, Suite 500
Cincinnati, OH 45202
bud.sokolovich@emcbc.doe.gov

With a copy to DOE Office of Chief Counsel
Mell Roy, Chief Counsel
EM Consolidated Business Center
250 E. 5th Street, Suite 500
Cincinnati, OH 45202
mell.roy@emcbc.doe.gov

With a copy to Simon Lipstein, General Attorney
EM Consolidated Business Center
Denver Federal Center Building 55
6th Avenue & Kipling Street
Lakewood, CO 80225
simon.lipstein@emcbc.doe.gov

b. **Project Managers**. Each Party has identified a Project Manager who will be responsible for that Party's overall responsibilities under this Agreement. The Project Manager for each Party is identified below:

For Boeing: David Dassler
5800 Woolsey Canyon Road
MC 055-T4787
Canoga Park, CA 91304-1148
818-466-8873 (office)
David.W.Dassler@boeing.com

alternate Joyce Kucinskas
5800 Woolsey Canyon Road
MC 055-T4787
Canoga Park, CA 91304-1148
818-466-8800 (office)
Joyce.A.Kucinskas@boeing.com

For DOE: John Jones
4100 Guardian Street
Suite 160
Simi Valley, CA 93063
805-416-0992 (office)
john.jones@emcbc.doe.gov

alternate Stephanie Jennings
4100 Guardian Street
Suite 160
Simi Valley, CA 93063
805-416-0991 (office)
stephanie.jennings@emcbc.doe.gov

Any Party may change the above designations by written notice to the other Party given in accordance with this Paragraph 19, and each Party may rely on such designation until notified as required herein of a change in such designation.

20. Miscellaneous.

a. The effective date of this Agreement shall be the date that is ninety (90) days prior to the completion of Boeing's period of performance for CLINs 1 through 5 in Contract DE-AC03-99SF21530 ("Effective Date").

b. This Agreement shall be governed by and construed in accordance with the laws of the United States of America ("Federal Law"). To the extent that any claim or issue is not addressed by Federal Law, the laws of the State of California shall govern.

c. Nothing in this Agreement shall at any time be so construed as to create a relationship of employer and employee, partnership, principal and agent, or joint venture between Boeing and DOE, or Boeing and any of DOE's contractors or subcontractors.

d. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement may be amended or modified only by an instrument in writing executed by each of the Parties hereto. In the event Boeing transfers title to the Access Areas during the Term of this Agreement, Boeing agrees to make this Agreement binding on such transferee, subject to such conditions as Boeing may require.

e. This Agreement in itself shall not obligate the DOE monetarily. Any costs incurred as the direct result of the conditions described in Paragraphs 3(b), 8(e)(vi), 9(f), 11(g), 11(h), 13(b), 14(a) and 18 of this Agreement shall be processed through Contract Number DE-AC03-99SF21530, Modification 130.

f. No Waiver of Legal Claims or Rights. By entering into, or acknowledging or agreeing to this Agreement, neither Party releases, waives or limits any legal claim or defense available to any Party against the other Party or any other party at law or in equity.

g. Except as provided in the Contractor Agreement, this Agreement is expressly not intended for the benefit of any third party and is expressly not enforceable by, or against, any third party.

h. If any term, covenant, condition or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, such term, covenant, condition or provision shall be fully severable, and this Agreement shall be construed and enforced as if such invalid or unenforceable term, covenant, condition or provision never comprised a part hereof; and all remaining provisions of the Agreement shall remain in full force and effect.

i. This Agreement contains the entire understanding of the Parties with respect to the matters contemplated by this Agreement, and it supersedes any and all prior agreements and understandings, written or oral, between the Parties.

j. This Agreement is not intended to, and does not, create any rights in the general public or constitute a dedication for public use of all or any portion of the Access Property, and the rights granted herein are private and for the benefit only of the Parties.

k. The recitals are incorporated by reference into this Agreement.

l. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one fully-executed agreement. This Agreement may be executed and delivered via facsimile or PDF with the same force and effect, and if so executed and delivered shall be effective, as if an original of this Agreement were executed and delivered.

m. Each Party hereto warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a Party warrants and represents that he has been fully authorized to execute this Agreement on behalf of such Party and that such Party is bound by the signature of such representative.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement on the dates indicated below.

THE BOEING COMPANY

By: MARC A. POULIN, Senior Manager

Title: Real Estate Project Management SSG, Planning & Real Estate

Date: December 20, 2013

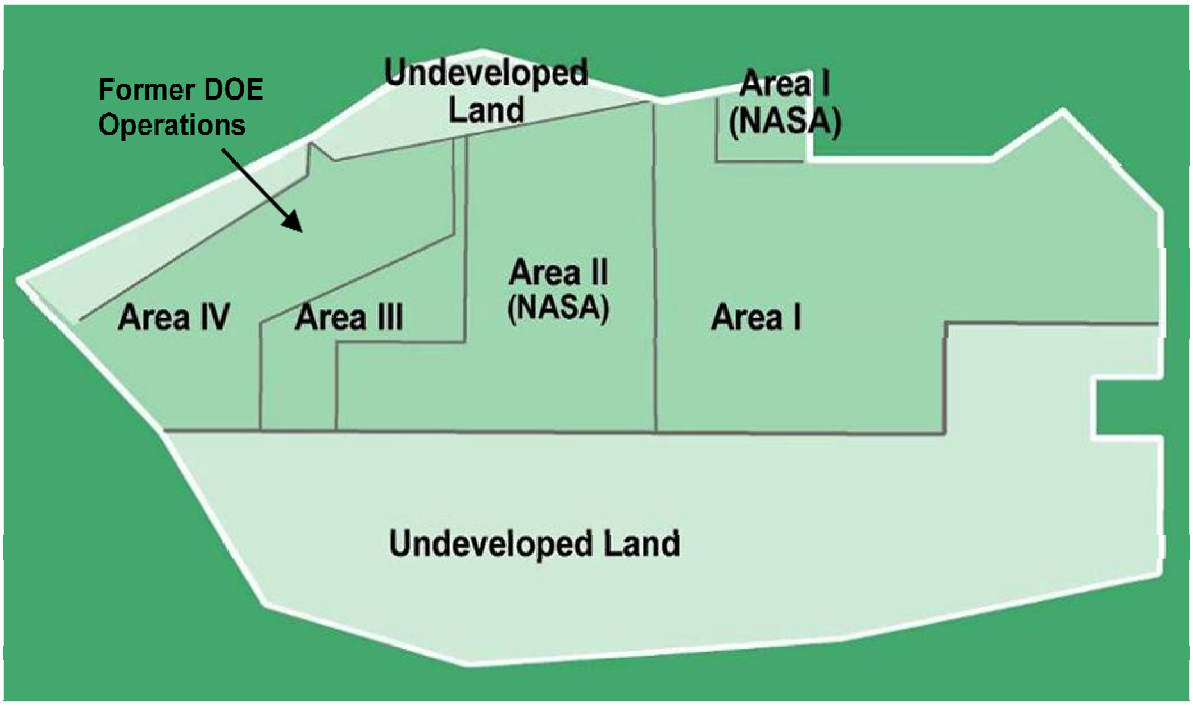
UNITED STATES DEPARTMENT OF ENERGY

By: BUD SOKOLOVICH

Title: Real Estate Contracting Officer

Date: DEC 20 2013

Exhibit A
Map of SSFL and Acess Area



Escort Responsibilities of Non-employee Personnel Issued SecureBadges with an "EP" Assigned

This briefing document apprises employees issued SecureBadges with an "EP" indicator of their responsibilities while escorting visitors around Boeing occupied facilities, owned or leased.

This briefing is not intended to take the place of any required Export Control, Information Protection, or any other technology control training. This brief does not give permission for the exchange of any sensitive information. Visits that require the exchange of information may require the approval of OIG/GTC, Program Security, Boeing Legal, and other divisions within The Boeing Company. Questions should be directed to the Site Security manager or his/her representative.

The "EP" indicator on the SecureBadge is an enterprise tool assignable by Security indicating a non-employee has been authorized to escort visitors around Boeing premises. This is an escort only privilege and the non-employee is not authorized to bring visitors on any Boeing location. This is an exceptional privilege and may be rescinded at any time by Security. Any unauthorized access may result in loss of access to Boeing Property.

To facilitate prompt, effective and efficient services, non-employees issued Boeing SecureBadges with an "EP" indicator on the front are authorized to escort other non-Boeing persons with the following stipulations:

1. ALL Escorts **SHALL:**

a. Be U.S. Persons.

b. Ensure that each visitor is properly badged.

c. Remain with visitors at all times.

d. Limit visitor access to the time necessary to conduct business, then escort off premises.

e. Ensure that each visitor's badge is worn appropriately, above the waist, on the front of outermost garment, at all times while on company premises.

f. Comply with all posted signage.

g. Honor all local access and escort requirements encountered. Many areas have special access restrictions. Local coordination may be required to access and escort visitors. Some such areas MAY NOT permit non-employees to escort visitors.

h. Know what areas non-employees and its visitors are allowed to enter.

i. Know what information can be shared with each visitor.

j. Ensure that each visitor's badge is collected at the end of the visit, k. Comply with direction of Boeing Security Officers. I. Comply with Boeing Procedures and Policies.

2. ALL Escorts SHALL **NOT:**

a. Escort individuals who declare that they are not U.S. **Persons. (Indicated by an "I" on their visitor badge).**

b. Escort visitors who possess,

i. Weapons (Item designed for the purpose of causing harm)

ii. Alcohol and Illicit Drugs

iii. Cameras

c. Permit visitors to take pictures or video with a camera enabled device.

d. Permit visitors to use wireless devices for the unauthorized purposes.

e. Permit escorted visitors to make improper use of Boeing Property.

f. Escort a U.S. person into an area of limited access, without first assuming responsibility for ensuring that any information shared is appropriate.

g. Escort Unverified U.S. Person visitors **("UNV"** on their visitor badge) in areas where these signs are posted.

I have read and agree to comply with the agreement stated above and acknowledge that I have been provided a copy of this agreement.

_____

Boeing Badge Sponsor **BEMS ID**

_____ _____

Non-Employee Name **BEMS ID** **Security Witness** **BEMS ID**

This agreement expires concurrent with the expiration of the badge. _____

Badge Expiration Date

Date agreement signed: _____

BOEING

CAMERA PERMIT INSTRUCTIONS

- Type: Specify as Group, Organizational or Individual (employee, non-employee) *NOTE: Choose from the dropdown list.*
- Permit Authorization Period: Dates when the permit is valid for use (could be one day or multiple days; however no longer than a 3 year period of time.)

  From: First day permit is valid To: Last day permit an be used - no longer than 3 years from start date.
- Permit Holder's BEMSID:

  1. Enter BEMSID and tab from the field, information will autopopulate

     -or-
  2. For a Group/Organization Permit enter BEMSID of the first authorized permit user or primary responsible party (If not the manager)

     -or-
  3. Type in the phrase "Group Permit" or "Organization Permit"
- Permit Holder's Name: Name of individual (autopopulates when BEMSID is entered)
  For Group/Organization Permit, the name of the Group/Organization may be entered here (e.g., 787 Quality, Graphic Arts, etc.) It may be more than one group or organization, if two groups or organizations use the same camera.
- Dept/Budget: Group/Organization or Groups/Organizations associated with the permit holder or Group(s)/Organization(s). Will autopopulate when BEMSID is entered.
- Phone: Individual's phone number, or for Group/Organization Permit, the Manager or responsible party.
- Location: Enter the Building, Campus, or Site(s) where the camera will be used and where the permit is valid.
- Special Requirements: List any site or use restrictions
- Purpose: Enter reason or business case for camera usage
- Camera ID: Enter Camera Manufacturer, Type/Model and Serial # (e.g., Koday Z740 # KCKDT12345678)
- Approving Manager's BEMSID: Enter Approving Manager's BEMSID and tab from the field, information will autopopulate.
- Approving Manager's Name: Autopopulates when Manager's BEMSID is entered.
- Approving Manager's Signature: Self explanatory, Manager's signature required
- Approving Security Manager's BEMSID: Enter Approving Security Manager's BEMSID and tab from the field, information will autopopulate.
- Approving Security Manager's Name: Autopopulates when Manager's BEMSID is entered.
- Approving Security Manager's Signature: Self explanatory, Manager's signature required
- Permit Holder's Signature: Self explanatory, Holder's signature required.

SECURITY APPROVAL BLOCK

Single Site Approvals:

- Local Site S&FP Manager or Delegate can be found at: **http://securityandfire.web.boeing.com/Regional.htm**
- Classified Sites/Facilities: contact Site Security Management or responsible BDS Security Manager

Multiple Site Security Approvals, within a Single Region:

- East Region = Carl Davis, Glenn Gates or delegate
- NW Region = Steve Rzesutek, Bill Olson or delegate
- SW Region = Shelley O Neil, John Harrison or delegate
- MW Region = Carl Davis, Bill Naughton or delegate

Multiple Enterprise Locations: James V. Harris

NON-STANDARD CAMERAS/IMAGING DEVICES:

Cell Phone/Blackberry/iPAD cameras, "tough" books, etc:

May be approved with a strong justification and business case (e.g. flight line, flight test or manufacturing line technicians photographing aircraft parts or assembly issues to e-mail to engineering, QC inspectors documenting quality issues, etc). **NOTE: Requires Director-level approval prior to Security Management concurrence. Director will sign in Management Approval block**.

Personally owned devices: Typically NOT approved, but may be, with strong business case and Director Level approval prior to Security concurrence. Director will sign in Management Approval Block

Other non-standard devices: Typically NOT approved: requires Security review to determine need.

GROUP PERMITS - Multiple users of a Group Camera Pass may be identified as follows:

Identify Group Name in "Permit Holder's Name" block

1) List individual names on Supplemental Signature page
   a. Using organization Management is responsible to ensure all users are properly trained
   b. Using organization Management is responsible to ensure a master copy of the permit and all authorized users is kept on file and available on demand for the duration of the permit approval period.
2) Larger groups may append a copy of the group's organization chart which identifies individual authorized users, rather than use the Supplemental Signature page
   a. Management is responsible to ensure that all members are properly trained
   b. Using organization Management is responsible to ensure a master copy of the permit and all authorized users is kept on file and available on demand for the duration of the permit approval period.

PHOTOGRAPHY OF RECEIPTS FOR TRAVEL:

Pursuant to a process enacted by Travel Accounting, use of a camera enabled device to photograph travel receipts for e-mail to EBC is permitted, and no camera permit is required; however, such photography is

a) Limited to photographs of related travel receipts; and,
b) Only permitted at non-Boeing locations where standard fax-machine or "Scan to Travel" functions are unavailable.

QR OR MATRIX CODE SCANNING

Use of camera-enabled or scan-enabled smartphones and similar devices to scan QR (Quick Response) or Matrix codes is permitted without a camera permit on Company premises and non-company locations, to capture links to non-sensitive, publically released information.

BOEING **CAMERA PERMIT**

Type: _____

Permit Authorization Period:

From: _____ To: _____

Permit Holder's BEMSID: _____

Permit Holder's Name:

_____

Dept./Budget: _____

Phone: _____

Location: _____

Special Requirements:

_____

Purpose:

_____

Camera ID:

_____

Personal Device? ☐

Signature affirms my obligation to comply with Company Policy and contract requirements in exercising the privileges of this Camera Permit.

Approving Manager/Director BEMSID: _____

Approving Manager/Director Name / Phone:

_____

_____

Approving Manager/ Director Signature / Date

_____

Approving Security Manager's BEMSID:

_____

Approving Security Manager's Name / Phone

_____

Approving Security Manager's Signature / Date

_____

Permit Holder's Signature

Guidelines For Use Of Cameras/Camera-Enabled Devices on Company Premises

You have been issued a Camera Permit authorizing you to possess and use camera equipment (photographic or video) on Boeing premises. With this privilege come certain responsibilities.

The guidelines you are expected to follow while using cameras on company premises are contained in the following "Dos and Don'ts" are equally applicable to you personally and to you as an escort (EMPLOYEES ONLY) of others with cameras.

- [X] **Do** obtain and possess an authorized Camera Permit at all times when you have a camera in your possession on company property.
- [X] **Do** coordinate your camera activities with the management of areas where you plan to work.
- [X] **Do** respect the concerns and rights of employees, customers and visitors while using your camera.
- [X] **Do** limit your camera work to the scope for which your permit was issued.
- [X] **Do** maintain constant surveillance of those you are escorting who have cameras.
- [X] **Do** obtain aproval from Security and Fire Protection before using electronic equipment and lighting equipment in potentially hazardous atmospheres.
- [X] **Don't** loan your personal Camera Permit to others.
- [X] **Don't** release photograpic products outside company channels without proper authorization.

36665 PROOF ONLY DATED 10 AUG 2012

Supplemental Signatures

CAMERA PERMIT ACKNOWLEDGEMENT - By signing this form, I acknowledge that I have read and understand my responsibilities regarding taking photographs on Company property, as contained in PRO-2783, and associated with the attached Camera Permit.

Name	Signature	Date

Exhibit D
Visitors Release of Liability and Indemnification Agreement

I wish to enter upon Boeing's property located in Ventura County, California (Santa Susana) for the purpose of accessing the DOE ETEC site. In consideration of the permission granted by The Boeing Company (Boeing) to enter upon the Santa Susana property to access the ETEC site location, I acknowledge and agree as follows:

I understand that Santa Susana is an industrial facility undergoing closure and remediation activities and therefore agree for my own safety and security that I will remain with DOE personnel at all times while I am on the Santa Susana property.

I understand that I am responsible for and assume the risk of my own well-being during my time spent on the Santa Susana property, including without limitation the actions or negligence of other persons, or accidents or illness. I recognize that the Santa Susana property provides a home for a wide variety of plants and wildlife which can be dangerous if appropriate care is not taken, including poison oak, bees, ticks, scorpions, rattlesnakes, rodents, deer, coyotes, mountain lions, etc., and understand that I may come into contact with any of these natural dangers in traversing the property.

On behalf of myself, my heirs, successors, and assigns, I agree to release, discharge, indemnify and hold Boeing, its officers, directors, agents, insurers, employees, successors, and assigns, harmless from any and all claims, damages, demands, causes of action, liabilities, losses, expenses, or costs, including without limitation attorneys' fees, of any kind or nature, foreseen or unforeseen, known or unknown, arising out of or in connection with my time spent at the Santa Susana property, including without limitation injuries (including death) to the undersigned and for loss of or damage to any property of the undersigned.

I hereby irrevocably give and grant to DOE and the Boeing Parties, the rights for fair use of the photographs, audio recordings, video recordings and other information and materials identified herein obtained of me. I acknowledge that my participation is voluntary and no consideration is required to give this release full force and effect. Without limiting the generality of the foregoing, I hereby:

- authorize DOE and/or Boeing to record and use, publish and reproduce, separately or together, my image, likeness, voice, name, and identity in photographs, films, videos, and audio recordings or transcripts, in whole or in part, (Works);

- waive, release, and discharge DOE and the Boeing Parties and all others from any and all claims I may now or later have (whether related to copyright, right of privacy, right of publicity, performer rights, tort, contract, statute or otherwise) by reason of DOE or Boeing's or another's creation, use (whether or not merely internal to DOE, Boeing or another business entity), distribution, publication, performance, broadcast, alteration, or adaptation (collectively, "Utilization") of the Works;

- agree not to assert or attempt to exercise any ownership or other right or interest in the Works;

- waive any and all claims for compensation related to the Works or any Utilization thereof;

- waive any right to inspect or approve the Works or any context in which they may appear; and

- acknowledge and agree that because any such works are being created by DOE, an entity of the U.S. Government, they are in the public domain and are not subject to being copyrighted.

This authorization and release will be absolute and irrevocable and will extend to any and all organizations and persons authorized by DOE and Boeing relative to the Works.

I agree that this Agreement shall be binding to the fullest extent permitted by law. If any section or part of this Agreement is held not to be enforceable under the laws of the United States, the remainder of the Agreement shall be enforced. I agree that this agreement shall be interpreted under the laws of the United States.

I state that I am 18 years of age or older and legally competent to sign this Agreement. I understand that these terms are contractual and not a mere recital. I have signed this document of my own free act. I have fully informed myself of the contents of this Agreement by reading it before I signed it.

Print Name	Sign Name
E-mail Address	Date

Exhibit D

Minor Visitor's Release of Liability and Indemnification Agreement

I wish to enter, with a minor child or children, upon Boeing's property located in Ventura County, California (Santa Susana) for the purpose of accessing the DOE ETEC site. In consideration of the permission granted by The Boeing Company (Boeing) to enter upon the Santa Susana property to access the ETEC site location, I acknowledge and agree as follows:

I understand that Santa Susana is an industrial facility undergoing closure and remediation activities and therefore agree for the safety and security of myself and any minor for whom I am signing this agreement (Minor), that we will remain with DOE personnel at all times while we are at the Santa Susana property.

I understand that I am responsible for and assume the risk of my own well-being and the well-being of any Minor during our time spent on the Santa Susana property, including without limitation the actions or negligence of other persons, or accidents or illness. I recognize that the Santa Susana property provides a home for a wide variety of plants and wildlife which can be dangerous if appropriate care is not taken, including poison oak, bees, ticks, scorpions, rattlesnakes, rodents, deer, coyotes, mountain lions, etc., and understand that a Minor and/or I may come into contact with any of these natural dangers in traversing the property.

On behalf of myself, my heirs, successors, and assigns, I agree to release, discharge, indemnify and hold Boeing, its officers, directors, agents, insurers, employees, successors, and assigns, harmless from any and all claims, damages, demands, causes of action, liabilities, losses, expenses, or costs, including without limitation attorneys' fees, of any kind or nature, foreseen or unforeseen, known or unknown, arising out of or in connection with my time spent at the Santa Susana property, including without limitation injuries (including death) to the undersigned and for loss of or damage to any property of the undersigned.

Since I am signing on behalf of a minor participant (parents or legal guardians must sign for all persons under 18 years of age), I acknowledge that I am releasing and indemnifying against any and all claims that I may have as the Minor's parent or legal guardian, whether or not the release of the Minor's own claims is found to be enforceable under the applicable law. In the event that the release of the Minor's own claims is held not to be enforceable, I agree to accept full responsibility for any such claim of the Minor and to hold harmless, indemnify and defend Boeing and Related Parties from any and all claims by or on behalf of the Minor arising out of or connected in any way with participation in any activities by myself or any Minor as well as any costs of expenses, including without limitation reasonable attorneys' fees, incurred in connection with such claims.

I hereby irrevocably give and grant to DOE and the Boeing Parties, the rights for fair use of the photographs, audio recordings, video recordings and other information and materials identified herein obtained of me or the Minor. I acknowledge that my and the Minor's participation is voluntary and no consideration is required to give this release full force and effect. Without limiting the generality of the foregoing, I hereby:

- authorize DOE and Boeing to record and use, publish and reproduce, separately or together, my and/or the Minor's image, likeness, voice, name, and identity in photographs, films, videos, and audio recordings or transcripts, in whole or in part, ("Works");

- waive, release, and discharge DOE and the Boeing Parties and all others from any and all claims I and/or the Minor may now or later have (whether related to copyright, right of privacy, right of publicity, performer rights, tort, contract, statute or otherwise) by reason of DOE or Boeing's or another's creation, use (whether or not merely internal to Boeing or another business entity), distribution, publication, performance, broadcast, alteration, or adaptation (collectively, "Utilization") of the Works;

- agree not to assert or attempt to exercise any ownership or other right or interest in the Works;

- waive any and all claims for compensation related to the Works or any Utilization thereof;

- waive any right to inspect or approve the Works or any context in which they may appear; and

- acknowledge and agree that because any such works are being created by DOE, an entity of the U.S. Government, they are in the public domain and are not subject to being copyrighted.

This authorization and release will be absolute and irrevocable and will extend to any and all organizations and persons authorized by DOE or Boeing relative to the Works.

I agree that this Agreement shall be binding to the fullest extent permitted by law. If any section or part of this Agreement is held not to be enforceable under the laws of the United States, the remainder of the Agreement shall be enforced. I agree that this agreement shall be interpreted under the laws of the United States.

Since I am signing this Agreement for a minor participant (parents or legal guardians must sign for all persons under 18 years of age), I state that I am the parent or legal guardian of the Minor, I am at least 18 years of age, and I am legally competent to sign this Agreement on behalf of the Minor. I have discussed with the Minor the risks and responsibilities of participating in the activities and represent that the Minor is sufficiently mature to understand the responsibility to abide by the rules, policies and instructions related to such activities. I will accompany and supervise the Minor during all related activities. I understand that these terms are contractual and not a mere recital. I have signed this document of my own free act. I fully informed myself of the contents of this Agreement by reading it before I signed it.

_____ _____

Dated: _____

_____ _____

Print Name Sign Name

_____

Names and Ages of any minors under 18 years of age participating in activities with you

Exhibit E
Access Agreement for DOE Contractors and Subcontractors

[Company name] ("Permittee"), a contractor to the Department of Energy ("DOE"), seeks access to the property known as the Santa Susana Field Laboratory located in Ventura County, California ("SSFL") to perform certain work for and on behalf of DOE.

Permittee has been provided and has reviewed the Access Agreement by and between DOE and The Boeing Company ("Boeing") dated December 20, 2013 ("DOE Access Agreement"). Any capitalized terms not defined herein have the meaning ascribed to them in the DOE Access Agreement. Boeing and the Permittee are collectively referred to herein as the "Parties".

Pursuant to Paragraph 10 of the DOE Access Agreement, Boeing is willing to grant Permittee access to the Access Areas to perform Permitted Activities on behalf of DOE, provided that Permittee agrees to the terms and conditions contained in this Access Agreement. Permittee understands and acknowledges that Boeing is granting Permittee access only to the Access Areas, and not to the entire Boeing Property, and that Boeing is not granting and Permittee shall not access any areas of the Boeing Property not included within the Access Areas.

In exchange for this grant of access, Permittee represents and agrees to the following terms and conditions:

1. Compliance with the DOE Access Agreement. Permittee agrees to comply with the terms, covenants, conditions and obligation of the DOE Access Agreement.
2. "As-Is"; Release. Permittee understands and acknowledges that the SSFL is an active remediation site and not a static environment, that Boeing and others will be conducting activities at the SSFL (including within the Access Areas) during the term of this Agreement, and that the condition of the Access Areas will change throughout the term of this Agreement. Boeing makes no warranty of any kind to Permittee or its representatives or subcontractors concerning the condition of the SSFL (now or in the future) or its fitness for a particular purpose, including without limitation the Permitted Activities. Permittee and its representatives and subcontractors accept and will access the SSFL in its "as-is" condition and hereby waive, release, and renounce any and all claims against Boeing relating to the condition of the SSFL (now or in the future), or its fitness for DOE's purposes, including claims arising out of or alleging Boeing's fault or negligence.
3. Insurance.
    a. Permittee shall carry and maintain, and shall ensure that any subcontractor it retains to carry and maintain, through the period of time that Permittee requires access under this Access Agreement, Commercial General liability insurance with available limits of not less than Five Million Dollars ($5,000,000) per occurrence for bodily injury, including death, and property damage combined, Five Million Dollars ($5,000,000) general aggregate. Such insurance shall be in a form and with insurers acceptable to Boeing and shall contain coverage for all premises and operations, broad form property damage and contractual liability (including without limitation that specifically assumed herein).

b. Permittee shall carry and maintain, and shall ensure that any subcontractor it retains who uses licensed vehicles in connection with this Permitted Activities carries and maintains, through the period of time that Permittee requires access under this Access Agreement, Automobile Liability insurance covering all vehicles, whether owned, hired, rented, borrowed or otherwise, with limits of liability of not less than One Million Dollars ($1,000,000) per occurrence combined single limit for bodily injury and property damage. Any and all vehicles used on the Property will be in good working condition (e.g., no leaks). If Permittee is required to transport any waste materials pursuant to this Agreement, such Automobile Liability coverage shall contain an MCS-90 Endorsement with Pollution Coverage added.

c. Permittee shall cover or maintain, and shall ensure that any subcontractor it retains covers or maintains, through the period of time that Permittee requires access under this Access Agreement, insurance in accordance with the applicable laws relating to workers' compensation, with respect to all of their respective employees working on or about the Boeing Property, regardless of whether such coverage of insurance is mandatory or merely elective under the law.

d. Permittee shall carry, maintain, and shall ensure that any subcontractor it retains, carries and maintains, through the period of time that Permittee requires access under this Access Agreement, Contractor Pollution Liability insurance with available limits of not less than Ten Million Dollars ($10,000,000) per occurrence for bodily injury, including death, or loss of or damage to property, or clean-up costs for pollutants, combined. Such per occurrence limits of insurance may be satisfied through a combination of "primary" and "umbrella" or "excess" policies. Any deductible or self-assumed layer shall be no greater than Two Hundred Fifty Thousand Dollars ($250,000). Such insurance shall (i) be in an occurrence form, (ii) specify the Permitted Activities as covered operations, (iii) contain coverage for completed operations, (iv) provide coverage for incidents or clean up costs based upon or arising out of the radioactive, toxic or explosive properties of any nuclear material, and (v) be endorsed to include an environmental transportation endorsement.

e. Any and all policies which provide the insurance required herein shall: (a) be endorsed to name "The Boeing Company and its subsidiaries and their respective directors, officers, employees, agents, attorneys and assigns" as additional insureds (hereinafter "Additional Insured") with respect to any liability arising out of Permittee's presence on the Boeing Property, (b) be endorsed to be primary to any insurance maintained by Boeing, (c) contain a severability of interest provision in favor of the Additional Insured; (d) contain a waiver of any rights of subrogation against the Additional Insured; and (e) be endorsed to require the insurer to provide Boeing thirty (30) days advance written notice in the event of cancellation. In addition to the forgoing, all insurance required under this Paragraph 4 shall be in a form, and with insurers, acceptable to Boeing. All insurers must be rated A- or better by A.M. Best.

f. Permittee shall not access the Boeing Property unless Permittee shall have first provided for Boeing's review and approval, a certificate of insurance (and copies

of any relevant endorsements) reflecting full compliance with the requirements set forth herein. Such certificate shall list The Boeing Company as certificate holder and shall be kept current and in compliance throughout the period of time that Permittee seeks access to the Boeing Property to perform work for and on behalf of DOE at the SSFL. Should any of the policies be cancelled before the expiration thereof, notice will be delivered to Boeing in accordance with the policy provisions. Permittee shall immediately provide notice to Boeing as soon as Permittee becomes aware of any cancellation or material change in the above insurance policies.

4. Termination.

   a. Boeing may terminate the access rights granted to Permittee hereunder in the event that Permittee fails to comply with any of the requirements set forth in Paragraphs 1 and 4 of this Access Agreement.

5. Miscellaneous.

   a. This Access Agreement shall be governed by and construed in accordance with the laws of the United States (federal law) except that if no federal law applies, the laws of the State of California shall govern

   b. Nothing in this Access Agreement shall at any time be so construed as to create a relationship of employer and employee, partnership, principal and agent, or joint venture between Boeing and Permittee, or Boeing and any of Permitee's subcontractors.

   c. This Access Agreement shall be binding upon the Permittee and its successors and permitted assigns. This Agreement may be amended or modified only by an instrument in writing executed by each of the Parties hereto.

   d. This Agreement is not intended to and shall not affect any claims of the Parties by or against any entity other than the Parties.

   e. If any term, covenant, condition or provision of this Access Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, such term, covenant, condition or provision shall be fully severable, and this Access Agreement shall be construed and enforced as if such invalid or unenforceable term, covenant, condition or provision never comprised a part hereof; and all remaining provisions of the Access Agreement shall remain in full force and effect.

   f. This Access Agreement contains the entire understanding of Permittee and Boeing with respect to the matters contemplated by this Agreement, and it supersedes any and all prior agreements and understandings, written or oral, between the Permittee and Boeing or DOE.

   g. This Access Agreement may be executed and delivered via facsimile or PDF with the same force and effect, and if so executed and delivered shall be effective, as if an original of this Agreement were executed and delivered.

   h. Permittee warrants and represents that it has full and complete authority to execute this Access Agreement and each person executing this Access Agreement

on behalf of Permittee warrants and represents that he or she has been fully authorized to execute this Access Agreement on behalf of Permittee and that Permittee is bound by the signature of such representative.

IN WITNESS WHEREOF, the undersigned has duly executed this Access Agreement on the date indicated below.

[COMPANY NAME]

By:_____

Title: _____

Date: _____

THE BOEING COMPANY

By:_____

Title: _____

Date: _____

Exhibit F
Radio Communications Agreement

THIS RADIO COMMUNICATIONS AGREEMENT ("Agreement") is made and entered into as of this ___ day of _____, 2014 ("Effective Date"), by and between the United Stated Department of Energy ("DOE") and The Boeing Company ("Boeing") (each a "Party" and collectively, the "Parties").

RECITALS:

A. WHEREAS, Boeing and DOE have entered into an Access Agreement dated December 20, 2013 ("Access Agreement") that establishes, among other things, the terms, covenants and conditions under which DOE and its representatives, agents, contractors and subcontractors ("DOE Parties") may enter property owned by Boeing at the SSFL to conduct certain activities. Capitalized terms not defined in this Agreement shall have the meaning ascribed to them in the Access Agreement;

B. WHEREAS, BOEING currently holds FCC licenses for its existing radio communication system;

C. WHEREAS, the Parties agree that it in their respective best interests for there to be radio communications between Boeing and DOE at the SSFL, particularly during emergency situations, while the DOE Parties are on Boeing's property; and

D. WHEREAS, DOE also has requested, and Boeing is willing to allow, DOE and the DOE Parties to utilize one of Boeing's frequencies for the DOE Parties to communicate with each other at the SSFL.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. DOE will purchase at its sole cost all radio equipment for DOE's use at the SSFL ("DOE radios").

2. Boeing will identify two frequencies that DOE may use at the SSFL, so long as Boeing continues its FCC license and maintains the frequencies ("the Frequencies").

3. Boeing will program a limited number of DOE radios with the Frequencies. After the initial programming, DOE is responsible to program the Frequencies into additional DOE radios. DOE shall inform Boeing of the number of DOE radios that will be programmed with the Frequencies.

4. DOE shall use one of the frequencies for purposes of communicating with Boeing. DOE may use the other frequency for communications between the DOE Parties.

5. DOE acknowledges and understands that Boeing also will allow the National Aeronautics and Space Administration to use the Frequencies at the SSFL.

6. If DOE requires additional radio frequencies or desires to have an exclusive radio frequency, DOE may obtain its own FCC license and frequencies at DOE's sole cost and expense.

7. Boeing shall provide DOE with instructions as to the conditions under which the DOE Parties may use the Frequencies. The instructions may, for example, limit DOE's use of the Frequencies to certain situations, such as emergencies.

8. Boeing shall at all times retain control over the use of the Frequencies by the DOE Parties and at any time may direct DOE to cease use of the Frequencies by the DOE Parties and/or remove the Frequencies from the DOE radios if Boeing determines that such action is necessary to comply with FCC rules or polices, or is otherwise warranted. Boeing's direction to DOE to cease use of/remove the Frequencies may be provided orally to ensure DOE's prompt response, with a follow up notification as provided for below in Paragraph 17.

9. DOE shall promptly comply with all of Boeing's directions regarding the use of the Frequencies in DOE radios.

10. DOE shall ensure that all individuals who use the DOE radios that include the Frequencies have been informed of and agree to the conditions of this Agreement regarding Boeing's control over the use of the Frequencies. DOE shall immediately inform Boeing if any of the DOE radios that include the Frequencies are lost, stolen or misused.

11. DOE shall ensure that its (and the DOE Parties') use of Boeing's radio communications system allows Boeing to be in good standing with the NTIA or the FCC. Duties in this regard may require DOE to participate in an audit of their radio equipment and to provide information Boeing may need to prepare and submit to the NTIA or FCC all necessary filings required to maintain the assignment(s)or licenses(s) including, but not limited to, renewal applications, responses to inquiries, and complaints regarding harmful interference, and payment of any applicable FCC application and regulatory fees.

12. DOE agrees that Boeing shall have reasonable access to the DOE radios that are programmed with the Frequencies for the purpose of ensuring that the use of the Frequencies in the radios are compliant with applicable FCC requirements.

13. The parties agree that this Agreement should be interpreted in a manner consistent with the Communications Act, all applicable FCC rules, regulations and policies and any other relevant governmental rules and regulations governing the use of the Frequencies. In no instance shall any aspect of this Agreement operate to constitute an unauthorized assignment or transfer of control of any spectrum licenses or frequencies issued by the FCC and held by Boeing.

14. In the event the FCC determines that any provision of this Agreement violates any FCC rule, policy or regulation, both Parties shall make good faith efforts to reform this Agreement and enter into, as necessary, such further agreements and instruments consistent to the maximum extent possible with the terms and conditions herein and to bring this Agreement into compliance consistent with the intent hereof.

15. The term of this Agreement is from the Effective Date to December 31, 2020. Boeing shall have the right at any time to immediately and without cause terminate this Agreement by giving DOE oral or written notice of such termination.

16. Party Representatives: Notice.

    n. **Notice**. Any notice, demand, request or other communication which any Party may be required or may desire to give under this Agreement shall be in writing and shall be deemed to have been properly given if (a) sent via e-mail to the e-mail addresses provided by the Parties, (b) hand delivered (effective upon delivery) or (c) sent by a nationally recognized overnight delivery service (effective one (1) business day after delivery to such courier), in each case, addressed as follows:

If to Boeing	The Boeing Company Attn: David W. Dassler Santa Susana Field Laboratory Environment Health & Safety 5800 Woolsey Canyon Road MC 055-T4787 Canoga Park, CA 91304-1148
With a copy to	The Boeing Company Attn: Allison B. Edgar, Esq. Senior Counsel 2201 Seal Beach Boulevard MC 110-SB33 P.O. Box 2515 Seal Beach, CA 90740-1515
If to DOE	DOE Federal Project Director John Jones 4100 Guardian Street

Suite 160
Simi Valley, CA 93063

With a copy to Deputy Federal Project Director
Stephanie Jennings
4100 Guardian Street
Suite 160
Simi Valley, CA 93063

17. Miscellaneous.

a. This Agreement shall be governed by and construed in accordance with the laws of the United States of America ("Federal Law"). To the extent that any claim or issue is not addressed by Federal Law, the laws of the State of California shall govern.

b. Nothing in this Agreement shall at any time be so construed as to create a relationship of employer and employee, partnership, principal and agent, or joint venture between Boeing and DOE, or Boeing and any of DOE's contractors or subcontractors.

c. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement may be amended or modified only by an instrument in writing executed by each of the Parties hereto.

d. This Agreement is expressly not intended for the benefit of any third party and is expressly not enforceable by, or against, any third party.

e. If any term, covenant, condition or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, such term, covenant, condition or provision shall be fully severable, and this Agreement shall be construed and enforced as if such invalid or unenforceable term, covenant, condition or provision never comprised a part hereof; and all remaining provisions of the Agreement shall remain in full force and effect.

f. This Agreement contains the entire understanding of the Parties with respect to the matters contemplated by this Agreement, and it supersedes any and all prior agreements and understandings, written or oral, between the Parties.

g. The recitals are incorporated by reference into this Agreement.

h. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one fully-executed agreement. This Agreement may be executed and delivered via facsimile or PDF with the same force and effect, and if so executed and delivered shall be effective, as if an original of this Agreement were executed and delivered.

i. Each Party hereto warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a Party warrants and represents that he has been fully authorized to

execute this Agreement on behalf of such Party and that such Party is bound by the signature of such representative.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement on the dates indicated below.

THE BOEING COMPANY

By:_____

Title: _____

Date: _____

UNITED STATES DEPARTMENT OF ENERGY

By:_____

Title: _____

Date: _____