SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC - LEASE FOR REAL PROPERTY

Lease Number 0000275056

Date of Lease February 1, 2018

THIS LEASE, made and entered into this date by and between Aiken County Government, A Body Politic and Corporate and a Political Subdivision of the State of South Carolina, whose address is 1930 University Parkway, Aiken, SC 29801, and whose interest in the property hereinafter described is that of Owner hereinafter called the Lessor, and Savannah River Nuclear Solutions, LLC, hereinafter called SRNS

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

1. The lessor hereby leases to SRNS the following described premises: 23,440 rental square foot located in the Applied Research Center located at 301 Gateway Drive, Aiken, SC, and as identified in the attached floor plan (Attachment 1 hereto) to be used for laboratory operations and other research as may be deemed necessary by SRNS.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on February 1, 2018 and continuing through January 31, 2028, subject to termination and renewal rights as may be hereinafter set forth in this lease for real property and any of its attachments.

3. SRNS shall pay the Lessor a fixed Year 1 not-to-exceed rent of $864,043 at the rate of $72,003.58 per month, in arrears, for Months 1 through 11 and $72,003.62, in arrears, for Month 12. Rent for a lesser period shall be prorated. Payment shall be made to the Lessor in accordance with Article 11.06 of SFO 193350, Rev. 3 (Attachment 2 hereto). Of this Year 1 rent, $582,875 represents a firm-fixed price subtotal that is not subject to adjustment, and $281,168 represents a fixed price subtotal that is subject to an annual economic price adjustment for each successive (Lease Years 2 – 10) year of the lease term in accordance with SFO 193350. This fixed annual rent of $864,043 for Year 1 excludes an estimated $324,262 for electric and natural gas utilities for the leased space in Year 1, with such utilities to be reimbursed to the lessor in accordance with Article 11.09 of SFO 193350, Rev. 3 (Attachment 2 hereto).

<table>
<thead>
<tr>
<th>Lease Year</th>
<th>Fixed-Price Lease Component Not Subject to Price Adjustment</th>
<th>Fixed-Price Lease Component Subject to Economic Price Adjustment</th>
<th>Electric and Natural Gas Utilities Reimbursable at Lessor's Actual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$582,875</td>
<td>$281,168</td>
<td>$324,262</td>
</tr>
<tr>
<td>2</td>
<td>$580,202</td>
<td>$281,168</td>
<td>$340,475</td>
</tr>
<tr>
<td>3</td>
<td>$481,143</td>
<td>$281,168</td>
<td>$357,459</td>
</tr>
<tr>
<td>4</td>
<td>$481,143</td>
<td>$281,168</td>
<td>$375,371</td>
</tr>
<tr>
<td>5</td>
<td>$481,143</td>
<td>$281,168</td>
<td>$394,142</td>
</tr>
<tr>
<td>6</td>
<td>$481,143</td>
<td>$281,168</td>
<td>$413,859</td>
</tr>
<tr>
<td>7</td>
<td>$481,143</td>
<td>$281,168</td>
<td>$434,542</td>
</tr>
<tr>
<td>8</td>
<td>$481,143</td>
<td>$281,168</td>
<td>$456,239</td>
</tr>
<tr>
<td>9</td>
<td>$481,143</td>
<td>$281,168</td>
<td>$479,033</td>
</tr>
<tr>
<td>10</td>
<td>$481,143</td>
<td>$281,168</td>
<td>$503,037</td>
</tr>
</tbody>
</table>

(A) Economic Price Adjustment – Lease Years 2 through 10

Beginning on February 1, 2018 (commencement of Lease Year 2), $281,168, which represents the Annual Operating Amount total for Year 1 of the lease, will be subject to an economic price adjustment at the outset of each subsequent Lease Year (Lease Years 2 – 10), to reflect any fluctuation in the cost of operating and maintaining the leased premises. The amount of the annual economic price adjustment shall hereinafter be referred to as the Annual Economic Price Adjustment.

For Year 2 of the lease, the Annual Economic Price Adjustment will be established by measuring the fluctuation in the cost of operating and maintaining the leased premises as determined by any variance, up or down, in the Consumer Price Index for Wage Earners and Clerical Workers, U.S. City Average, All Items Figure, as published by the U.S. Department of Labor, Bureau of Labor Statistics.

The Annual Operating Amount will be reviewed one month prior to the start of each Lease year and will be adjusted by the percentage equal to the fluctuation in operating and maintenance costs for the previous twelve months, as determined by the above-listed Index. The Annual Operating Amount for Year 2 of the Lease term will be comprised of the prior year’s Annual Operating Amount plus the Annual Economic Price Adjustment applicable to Year 2 of the Lease term. The Annual Lease Rent (see Note 1 below) for Year 2 of the Lease term will consist of the Year 1 Annual Operating Amount ($281,168), the Annual Economic Price Adjustment for Year 2 of the Lease term, and the Annual Fixed Rent ($324,262 for Lease Years 2 and 481,143 for Lease Years 3 through 10), and be incorporated via lease amendment. The Annual Operating Amount for Year 2 of the Lease term will be used to establish the Annual Economic Price Adjustment for Calendar Year 3 and, in a similar manner, each subsequent Calendar Year of the 10 year (120 month) lease.
Note: The Annual Lease Rent excludes the Lessor's actual incurred costs for all electric and natural gas utilities directly associated with the operation of the leased space. The Lessee will reimburse the Lessor for all such electric and natural gas utility costs as detailed in Section 11.09 of SFO 193350, Rev. 3 (Attachment 2 hereto).

Lease Years 3 through 10

The economic price adjustment process established for Year 2 of the Lease term will be performed annually for all subsequent Lease Years (Years 3 – 10) covering the full 10 year (120 month) term of the Lease, with each lease year's adjustment identifying the specific lease period (Lease Year) being adjusted.

Rent for any lease period less than one month shall be prorated.

4. SRNS may terminate this lease at any time by giving at least 90 calendar days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination, subject to the conditions stipulated in Article 4.4 of SFO 193350 (Attachment 2 hereto) and the SRNS General Provisions for Fixed Price Orders, Rev. 11. Said notice shall be computed commencing with the day after the date of mailing.

5. This lease contains no options that can be exercised by the Lessee.

6. The Lessor shall furnish to SRNS, as part of the rental consideration, the following: No less than 23,440 rental square foot located in the Applied Research Center at 301 Gateway Drive, Aiken, SC that complies with all requirements of SRNS Specification SRNL-SRRC-2014-193350, Rev. 1.

7. The following are attached and made a part hereof:
   - Attachment 1 - Floor plan of leased space
   - Attachment 2 - Solicitation for Offers (SFO) – RFP 193350, Rev. 3 dated 02/05/2018, including Exhibits A – H therein.
     - SFO Exhibits A – H are as follows:
       - Exhibit A GSA Form 3516 (6/12) (Note: ‘Contracting Officer’ wherever found in this document, means ‘SRNS Procurement Representative’. ‘The Government’ or ‘Government’ wherever found in this document, means ‘SRNS’.)
       - Exhibit B General Provisions for Fixed Price Orders, Rev. 11
       - Exhibit C Exceptions to SRNS General Provisions for Fixed Price Orders, Rev. 11 and GSA Form 3517-B
       - Exhibit D Statement of Work SRNL-SRRC-2014-193350, Rev. 1
       - Exhibit E Lease Price Schedule
       - Exhibit F GSA Form 12000 – Pre-lease Fire Protection and Life Safety Evaluation for low-rise Office Bldg.
       - Exhibit G GSA Form 3517-B (General Clauses)
       - Exhibit H Representations and Certifications

8. The following changes were made in this lease prior to its execution:
   A. The $664,043 not-to-exceed price listed in Section 3 above is for Year 1 of the lease term only. The price is subject to an annual economic price adjustment consistent with Section 11.01 of the Solicitation for Offers - Request for Proposal No. 193350 for each successive year of the lease term. This fixed annual rent of $664,043 includes everything required by the Lessor to fully comply with SRNS Specification SRNL-SRRC-2014-193350, Rev. 1, excluding an estimated $324,262 for electric and natural gas utilities for leased space in year 1, with such utilities to be reimbursed to the lessor in accordance with Article 11.09 of SFO 293350, Rev. 2 (Attachment 2 hereto).
IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR - Aiken County Government