



FORCE CONTROL INDUSTRIES, INC.

123072

3660 Dixie Hwy., Zip 45014
P.O. Box 18366, Zip 45018
Fairfield, Ohio
Phone: (513) 868-0900
FAX: (513) 868-2105

1100 Owencaie, Suite F
Troy, Michigan 48063
Phone: (810) 524-0120
FAX: (810) 524-1208

Oil Shear Clutch & Brake Systems

November 10, 1994

U. S. Department of Energy
Oak Ridge Operations Office
Attn: AD-424, Katy Kates
P.O. Box 2001
Oak Ridge, TN 37831

Dear Ms. Kates,

In furtherance of the August 24, 1994 letter from Doug Shook, his subsequent conversation with our legal counsel, Timothy A. Garry, follow-up with Steve Priest, and your letter of November 4, 1994, the modifications you have proposed to the real estate license are acceptable to us. As you suggested, we have made the changes to the real estate license heretofore submitted to us, and we have enclosed three copies of the executed license. Please return a fully executed copy to us signed on behalf of the U. S. Department of Energy.

We appreciate Mr. Shook's assistance and cooperation in this matter. I am forwarding a copy of this letter along with a copy of the license signed for the partners.

If you have any questions please feel free to contact me.

Sincerely,
Force Control Industries, Inc.

Michael L. Besl

**Department of Energy**

Oak Ridge Operations
P.O. Box 2001
Oak Ridge, Tennessee 37831—

November 16, 1994

Lester J. Besl & James L. Besl Partnership
Attention: Michael L. Besl
Force Control Industries, Inc.
3660 Dixie Highway
Fairfield, Ohio 45014

Dear Mr. Besl:

**REAL ESTATE LICENSE REORDER-7-95-0111, ASSOCIATE AIRCRAFT TOOL &
MANUFACTURING, FAIRFIELD, OH**

Enclosed for your records is a fully executed license between you and the Department of Energy. Because you returned only one originally signed instrument, that copy must be retained here as the formal office of record and I am unable to furnish you with original signatures on the instrument. If you have any questions concerning the real estate instruments, please feel free to call me at 615-576-0977 or Douglas Shook, Bechtel Real Estate Specialist, at 615-576-5914.

Thank you for your cooperation in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Katy Kates".

Katy Kates
Realty Specialist

Enclosure
As stated

: cc: Doug Shook, Bechtel

REAL ESTATE LICENSE NO.
REORDER-7-95-0111

DEPARTMENT OF ENERGY

LICENSE

PROJECT: ASSOCIATE AIRCRAFT TOOL AND MANUFACTURING, INC., FAIRFIELD, OHIO
PURPOSE: REMEDIAL ACTION OF SITE

THIS LICENSE, between Lester J. Besl and James L. Besl Partnership, known as the "Grantor" and the U.S. Department of Energy, known as the "Grantee", is subject to the following terms and conditions.

1. Rights Granted - The Grantor grants to the Grantee, its agents, employees, or representatives permission to use the premises or facilities, together with ingress and egress, for the purpose of performing remedial action to remove contaminated material

at the location shown depicted on Exhibit(s) "A" attached to this instrument and more specifically identified in whole or in part as Parcel No. ~~XXX~~ 40 filed in Deed ~~XXXX~~ Book 1625, Page 139 in the records of Butler County, Ohio.

2. Term/Termination Rights - This License is valid upon execution by the Grantee and will be effective on the date of execution by the Grantor of this instrument and shall continue in effect for a period of ~~XXXXX~~ two (2) years unless terminated by either of the parties on not less than thirty (30) days prior written notice given to the other; provided, however, that the Grantor may not terminate this License without the Grantee's approval, *which approval may not be unreasonably withheld.* B RR

3. Consideration - Upon execution of this License by the Grantee, the Grantee shall initiate action to pay to the Grantor the sum of \$ 20,000.00 and complete payment for the rights granted within this License.

4. Authority to License - The Grantor represents and warrants that it is the owner of the property and has full right, power, and authority to enter into this License and grant the rights set out in this License.

5. Grantor Responsibility - The Grantor responsibility is set out within the terms and conditions of the rights granted under this License. The Grantor makes no representation as to the suitability or fitness of the premises for the intended purpose.

or death *B* *HK*

6. Grantee Responsibility - The Grantee, its agents, employees, *or* representatives will be responsible for property damage or injury to persons caused by the sole and direct negligence of their respective employees in performing on the Grantor's premises the activities and restoration which are the subject of this License. Grantee shall obtain all necessary permits, licenses, and approvals in connection with the activities to be conducted by the Grantee on the premises. During the performance of the activities specified in this License, the Grantee shall not unreasonably interfere with the use and enjoyment of the premises by the Grantor, *and shall use its best efforts to minimize disruption of operations.* *B* *HK*

reasonably *B* *HK*
7. Access - During the term of this License, the Grantee, its agents, employees, *or* representatives shall have the right of access to and egress from the premises as *needed* and shall have the right to bring necessary equipment upon the premises in connection with the performance of the Grantee's activities as set out in Condition 1.

8. Title to Equipment, Fixtures - Title to all equipment, fixtures, appurtenances, and other improvements furnished and installed in connection with the Grantee's activities under this License shall remain with the Grantee.

9. Restoration - Upon termination of this License, the Grantee shall remove all its equipment, fixtures, appurtenances, and other improvements furnished and installed on the premises in connection with the Grantee's activities under this License. The Grantee shall restore the premises, when such restoration is required in connection with the Grantee's activities, to the extent reasonably practical, to the condition existing at the time of initiation of the Grantee's activities. With the consent of the Grantor, the Grantee may abandon Grantee-owned equipment, fixtures, appurtenances, and other improvements in place in lieu of restoration when it is in the best interests of the Grantee.

10. Successors in Interest - This License and the parties' commitments within, shall be binding on both parties, their successors, and assigns.

11. Funding - Obligations of the Grantee under this License shall be subject to the availability of funds appropriated by the Congress which the Grantee may legally spend for such purposes and nothing in this License implies that Congress will appropriate funds to perform this License.

12. Notices - All notices regarding the specific terms and conditions of this License, and within the restrictions of this License, shall be in writing and shall be deemed effectively given upon personal delivery, upon verified facsimile receipt, or upon mailing by registered or certified mail, postage prepaid, and addressed to the parties at the following respective addresses, or to such other persons or at such other addresses as may be designated in writing by either party to the other.

If to the Grantee:

Richard P. Nicholson
Realty Officer
Department of Energy
P.O. Box 2001
Oak Ridge, Tennessee 37831

If to the Grantor:

Attention: Mike Best
Force Control Industries
3660 Dixie Highway
Fairfield, OH 45014

13. Entire Agreement - This License represents the entire understanding of the parties on this matter and no oral statements or collateral documents (except as noted within) may modify this License.

14. Amendment - This License may not be amended or superseded except by an agreement in writing executed by the Grantor and Grantee.

That prior to execution of this License certain Conditions were deleted, revised, and/or added (with the additions being as set out below or as designated as Page(s) N/A and being made a part of this License) in the following manner:

Condition number 3 is deleted in its entirety.

The above terms and conditions are acknowledged and agreed upon as indicated by the signatures affixed below:

GRANTOR: Lester J. Besl and James L.

Besl Partnership

By:

Title:

Date:

11-11-94

GRANTEE: U.S. Department of Energy

By:

Title:

Date:

Katy Kates
for Richard P. Nicholson

Realty Officer

11-16-94