

**Department of Energy**

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

November 7, 1995

Dave Tolbert
B&T Metals Company &
B&T Floor Company
P. O. Box 163520
Columbus, Ohio 43216-3520

Dear Mr. Tolbert:

REAL ESTATE LICENSE REORDOER-7-96-0103, B&T METALS COMPANY, COLUMBUS, OH

Enclosed for your records is a copy of the fully executed license between B&T Metals Company and the Department of Energy. Is the separate license for B&T Floor Company also being transmitted to this office? Thank you for your cooperation and assistance in this action. If you have any questions concerning the real estate instrument, please feel free to contact me at 423-576-0977.

Sincerely,

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

Katy Kates
Realty Officer

Enclosure
As stated

cc: Doug Shook, Bechtel Real Estate

REAL ESTATE LICENSE NO.
REORDOER-7- 96-0103

DEPARTMENT OF ENERGY

LICENSE

PROJECT: B&T METALS FACILITY, COLUMBUS, OH
PURPOSE: REMEDIAL ACTION

THIS LICENSE, between B&T Metals Company, 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, if any

at the location shown depicted on Exhibit(s) "A-1" thru "A-3" attached to this instrument and more specifically identified in whole or in part as Parcel Nos. 158 & 159, Map F-15 filed in Deed Book 1440, Page 418; Parcel Nos. 289 & 290, Map F-23 filed in Deed Books 2829, 1227 & 1301, Pages 125, 419, 154, respectively; and Parcel Nos. 1 thru 9, Map F-24 filed in Deed Books 3450, 3490, and 2786, Pages 43, (135, 136, 342), & 280, respectively, all in the records of Franklin County, Ohio.

2. Term/Termination Rights - This License is effective upon the date of execution by the Grantee of this instrument and shall continue in effect for a period of/thru five (5) 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.

3. Consideration - Upon execution of this License by the Grantee, the Grantee shall initiate action to pay to the Grantor the sum of \$ (NIL) as full 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.

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.

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:

Katy Kates
Realty Officer
Department of Energy
P.O. Box 2001
Oak Ridge, Tennessee 37831

If to the Grantor:

Dave Tolbert
B&T Metals Company
P.O. Box 163520
425 W. Town Street
Columbus, Ohio 43216-3520

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.

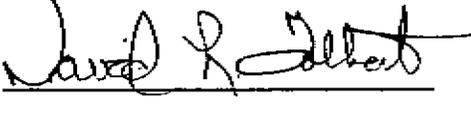
That prior to execution of this License certain Conditions were deleted, revised, and/or added (with the additions being as set out below or as designated as Page(s) N/A and being made a part of this License) in the following manner:

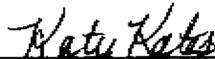
Condition No. 3 is deleted in its entirety.

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

GRANTOR: B&T Metals Company

GRANTEE: U.S. Department of Energy

By: 

By: 
DOE Real Estate Office

Title: G.M.

Title: Realty Officer

Date: 11/08/95

Date: 11-7-95