

THIS LEASE made this 24th day of January, 1923, by and between California Institute of Technology, a non-profit corporation, organized and existing under the laws of the State of California and having its principal place of business in Pasadena, California, hereinafter referred to as "the Institute", party of the first part, and SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, organized and existing under the laws of the State of California, and having its principal place of business in the City of Los Angeles, California, hereinafter referred to as "the Company", party of the second part, WITNESSETH;

That for and in consideration of the sum of One Dollar (\$1.00) in hand paid by the Company to the Institute, receipt of which is hereby acknowledged, and in further consideration of the covenants, promises and agreements hereinafter contained, to be kept and performed by each of the parties hereto, the Institute does hereby lease, let and demise unto the Company, for the term of twenty-five (25) years from the date hereof, all that certain piece, or parcel, or tract of land in the City of Pasadena, County of Los Angeles, State of California, and located within the area commonly termed, known and referred to as the "Campus" of the Institute, and particularly described as follows:-

Beginning at a point on the northerly line of California Street seven hundred eleven and sixty-nine one-hundredths (711.69) feet in an easterly direction from the intersection of the easterly line of South Wilson Avenue with the northerly line of California Street, thence northerly along a line forming an angle of 90° with said northerly line of California Street sixty-four and twelve one-hundredths (64.12) feet to a point which is the southwest corner of the plat of land intended to be covered by this lease; thence continuing northerly along the same line one hundred thirty-five (135) feet to a point on a concrete tunnel and in line with the north wall of the Norman Bridge Laboratory of Physics of said California Institute of Technology; thence at an angle of 90° easterly seventy-three (73) feet, thence at an angle of 90° southerly one hundred thirty-five (135) feet, thence at an angle of 90° westerly seventy-three (73) feet to said southwest corner of said plat, all as shown on the plan hereto attached and marked "Exhibit A".

for the purpose of conducting thereon experimental and research work in the advancement of electrical art and instruction in respect thereof, all as herein-after set forth.

Edward Barrett Secretary
Clifton Peters. Leary

Laboratory Building

In consideration of this lease the Company agrees that it will, at its own expense, -

1. Construct on said leased premises a building to be named "High Voltage Research Laboratory", and equip said laboratory with a special testing transformer for transformation from some suitable commercial voltage to a testing voltage of approximately one million volts, and with such auxiliary apparatus and wiring as may be necessary or convenient to operate the said testing transformers and to measure and control its performance; all at a total cost to it of One Hundred and Five Thousand Dollars (\$105,000).

The said laboratory shall be constructed and equipped under the general supervision of the Company and in accordance with the plans marked "Exhibit B" hereto attached and made a part hereof. No change in the plans shall be made during construction, and no alterations shall be made after construction, without the approval of both parties hereto. Said building shall bear upon its walls, in some suitable location, a bronze plate inscribed -

ERECTED BY
SOUTHERN CALIFORNIA EDISON COMPANY
1922.

2. Supply electric power for use in said laboratory; provided, however, that the Company shall not be required to furnish electric current for use by the institute in the operation of the apparatus first to be installed in said laboratory, in excess of an average of ten thousand (10,000) kilowatt hours monthly in any one calendar year during the existence of this agreement.

3. Maintain, during the period of this lease, in good repair and safe working condition, the laboratory and equipment furnished by the Company; provided that such repairs as may be necessary, on account of negligence or carelessness in the use of said laboratory or equipment,

Edward C. Barrett - Secretary
Clifton Esters - Secretary

Edward L. Barrett - Secretary
Clifton Peters - Secy.

or both, by the officials, employees, representatives, faculty associates, or students of the Institute, or on account of damage caused by persons visiting the laboratory at the invitation of the Institute or any of its duly authorized representatives, shall be made at the expense of the Institute.

The Institute agrees that it will, without expense to the Company, -

1. Provide gas, heat, water, and service thereof, sewer connections, janitor and watchman service, all as may be convenient, adequate, and necessary for the use of said laboratory, for the purposes herein provided for;
2. Permit the Company and those of its employees authorized by the Company to work at the laboratory free right of ingress and egress across the Campus or grounds of the Institute, to and from the said laboratory;
3. Permit the Company at any time during the term of this lease to erect and maintain upon and across the Campus, at such location as may from time to time be mutually agreed upon, a high voltage transmission line to be connected with the apparatus in the laboratory and used for experimental purposes.

It is mutually agreed and understood that the Institute desires to have the laboratory conform in exterior architectural design to the general type of buildings now located on the Campus, and that all costs and expenses, including architect's fees, over and above the said sum of \$105,000.00, herein mentioned, incurred in connection with the construction of said laboratory, represents the estimated additional cost of making the exterior of said laboratory conform in architectural design to the other buildings on the campus, and it is accordingly agreed that all costs and expenses, including architects' fees, over and above said

sum of \$105,000.00, incurred in connection with the construction of said laboratory, shall be paid by the Institute.

It is expressly understood and agreed that those members of the Institute faculty and accredited faculty associates, who are competent to handle the apparatus installed in said laboratory with safety to life and equipment, shall have the privilege of using the laboratory for educational, experimental, instruction, and research purposes. The rights of the parties hereto shall be equal in respect to the time when each may use the laboratory facilities.

It is further agreed and understood that upon and after the expiration of this lease, the Company shall have the right to use the said laboratory and equipment for such period as it may elect, not exceeding twenty-five (25) years, for the same purposes and in the same manner as herein provided during the term of this lease, except that such use shall be without further cost to the Company than operative cost incident to such use by the Company.

Said High Voltage Laboratory shall be administered by an Administration Committee, consisting of two members, one to be appointed by the President of the Company, and the other to be appointed by the Board of Trustees of the Institute, or by a duly authorized representative of said Board of Trustees. Each member shall hold office during the pleasure of the party hereto appointing such member. The unanimous decision of this Committee shall be required for the purpose of deciding all matters in connection with the use and operation of the laboratory as herein provided.

It is further expressly agreed and understood by and between the parties hereto, that any and all inventions or discoveries made by either of the parties hereto, or by their employees or representatives, or members of their respective staffs (including in the case of the Institute any persons designated by the Board of Trustees of the Institute as accredited associates of the Faculty), or by any students of the Institute,

Edward E. Barrett - Secretary
Clifton Peters - Secretary

Laboratory R. 1

as a result in whole or in part of the use of the laboratory or of the equipment or facilities therein provided and made available for experimental purposes during the term of this lease, or during any period of use of the said laboratory by the Company subsequent to the termination of this lease, shall become and be the property jointly of the parties hereto, so far as any such inventions or discoveries concern or may be useful or beneficial in their application to the business of both parties hereto, with the right, whether patented or not, to use, free of cost, in their respective businesses, any and all inventions and discoveries made through the use of said laboratory, and should such inventions or discoveries have sufficient commercial value to make it desirable that they be patented, the parties hereto shall provide equally the entire cost of obtaining the patents, whenever and wherever, as said parties hereto may from time to time determine, and the commercial value of any such patented inventions or discoveries, beyond the free use thereof by the parties hereto as above stated, shall be divided between the parties hereto as follows:-

Twenty per cent (20%) absolutely to each of the parties hereto, and the remaining sixty per cent (60%) to belong to the Company or to the Institute according as the invention has been developed by the employees of the one or the other, and in case of joint participation of the employees of the Company and the Institute in research the portion shall be determined by the Company and the Institute, or in case of disagreement by the appointment of a board of arbitrators consisting of one representative of the Institute, one of the Company, and a neutral person named by both.

The Institute will make available to the Company at all proper times and under all proper conditions the benefit of the advice and learning of the staff of the Institute in relation to the problems of the Company arising in connection with the experimental and research work to be carried on and conducted by the Company at said laboratory, and shall also permit the Company to use in said laboratory, so far as it can be done, without unduly interfering with the regular educational work of the Institute, such equipment and facilities of the Institute as

Edward C Barrett - Secretary
Clifton Saters - Secy

the Laboratory

may be useful or convenient in the conduct of such experimental work.

The said High Voltage Research Laboratory and all equipment and fixtures therein furnished by the Company shall be and remain the sole and exclusive property of the Company during the full term of this lease or until the lease may be sooner terminated under any of the provisions hereinafter stated, but subject to the possibility of use by the Company thereafter as herein provided.

Upon the expiration of the full term of this lease the said laboratory and equipment shall become the property of the Institute.

Upon the termination of this lease, prior to the expiration of the full term, for any of the causes hereinafter specified, the Company shall have the right to remove from the laboratory all equipment furnished by the Company, at any time within one year from the date of such termination, doing as little damage as possible; but said Company shall not have the right to either wreck or remove said building or any part thereof.

It is mutually agreed that each of the parties hereto shall be responsible and liable for all operations conducted by it, through its officers, employees, or representatives, (including in the case of the Institute faculty associates), and each shall be solely responsible for, and shall indemnify and save harmless the other party on account of any and all claims for damage to life or property which may result from operations conducted at said laboratory by its officers, employees, or representatives.

It is further mutually agreed that this lease shall terminate at the option of the Company, upon ten days' written notice to the Institute, upon the destruction, in whole or in part, of such High Voltage Research Laboratory, through fire or other casualty, or upon its becoming impossible or impracticable for either party to obtain a continuous supply of electrical power for the purposes hereof, temporary lapses in service excepted, and shall finally terminate upon the passage

Edward O. Barrett - Secretary
Peters - Secy
Clifton

of any law or ordinance that may make the maintenance of the laboratory illegal.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be signed and their respective corporate seals attached hereto the day and year first above written.

CALIFORNIA INSTITUTE OF TECHNOLOGY,

(SEAL)

ATTEST:

By Arthur H. Fleming
President.

Edward C Barrett
Secretary.

SOUTHERN CALIFORNIA EDISON COMPANY,

ATTEST: By John B. Miller
President.

Clifton Peters
Secretary.

(SEAL)

Approved as to Form
ROY V. HEPPY, General Counsel.

By: Geo E. Trowbridge,
Attorney.

Approved Jan. 23, '23.
H. A. Barre.

H. M. ER...
BOND