U.S. GOVERNMENT LEASE FOR REAL PROPERTY
(Short Form)

1. LEASE NUMBER
HSBP-1011-L-OR-0933
ATC Site Name: PORTLAND ME
ATC Site Number: 10047

PART I - SOLICITATION/DESCRIPTION OF REQUIREMENTS (To be completed by Government)

A. REQUIREMENTS

The Government of the United States of America is seeking to lease tower space at the 160' and 125' level to mount two BA 40-41 or similar antennas, space at the 230' level for a HPD6-4.7 dish, space at the 140' level for a HPD4-4.7 dish and space at the 230' and 140' levels for two PTP 45600 antennas with heliax cable, space for a 16'x12'x10' shelter for communication equipment and 4'x8' space for a generator and 4'x8' space for a 500 gallon propane tank at Ellsworth, ME for occupancy not later than March 1, 2011.

~~3. INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS~~ _____

B. STANDARD CONDITIONS AND REQUIREMENTS

4. The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (the GOVERNMENT)

a. Space offered must be in a quality building of sound and substantial construction meeting the Governments requirements for the intended use.

~~b. The Lessor shall provide floor plans for the offered space and a valid Certificate of Occupancy for the intended use of the Government and shall meet, maintain, and operate the building in conformance with all applicable current (as of the date of this solicitation) codes and ordinances. If space is offered in a building to be constructed for lease to the Government, the building must be in compliance with the most recent edition of the building code, fire code, and ordinances adopted by the jurisdiction in which the building is located.~~

~~c. Offered space shall meet or be upgraded to meet the applicable egress requirements in National Fire Protection Association (NFPA) 101, *Life Safety Code* or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government. Offered space located below grade, including parking garage areas, and all areas referred to as "hazardous areas" (defined in NFPA 101) within the entire building (including non-Government areas), shall be protected by an automatic sprinkler system or an equivalent level of safety. Additional automatic fire sprinkler requirements will apply when offered space is located on or above the 6th floor. Unrestricted access to a minimum of two remote exits shall be provided on each floor of Government occupancy. Scissor stairs shall be counted as only one approved exit. Open air exterior fire escapes will not be counted as an approved exit. Additional fire alarm system requirements will apply when offered space is located 3 or more stories in height above the lowest level of exit discharge.~~

~~d. The Building and the leased space shall be accessible to workers with disabilities in accordance with appendices C and D of 36 CFR Part 1191 (ABA Chapter 1 and 2 and Chapter 3 through 10 of the ADA-ABA Accessibility Guidelines).~~

e. The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials according to applicable Federal, State, and local environmental regulations.

~~f. Services, utilities, and maintenance will be provided daily, extending from _____ a.m. to _____ p.m. except Saturday, Sunday, and Federal holidays.~~ The Government shall have access to the leased space at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment

~~g. The Lessor shall complete any necessary alterations within _____ days after receipt of approved layout drawings.~~

h. The Offeror must have an active registration in the Central Contractor Registration (CCR) System (via the Internet at http://www.ccr.gov) prior to lease award and throughout the life of the lease. To remain active, the Lessor must update or renew its registration annually. The Government will not process rent payments to Lessors without an active CCR Registration. The Government will recognize no change of ownership of the leased premises until the new owner registers in the CCR system.

5. SERVICES AND UTILITIES (To be provided by Lessor as part of rent)

☐ HEAT	☐ TRASH REMOVAL	☐ ELEVATOR SERVICE	☐ INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS	☐ OTHER (Specify below)
☐ ELECTRICITY	☐ CHILLED DRINKING WATER	☐ WINDOW WASHING		
☐ POWER (Special Equip.)	☐ AIR CONDITIONING	Frequency _____	☐ PAINTING FREQUENCY	_____
☐ WATER (Hot & Cold)	☐ TOILET SUPPLIES	☐ CARPET CLEANING	Space _____	
☐ SNOW REMOVAL	☐ JANITORIAL SERV. & SUPP.	Frequency _____	Public Areas _____	

6 OTHER REQUIREMENTS

- The Government and Local Telephone representatives shall have direct access to the premises at all times including all available means of ingress and egress.
- As provided by the Federal Tort Claims Act (28 USC 2671, et.seq.), the Government is responsible for damage caused by a negligent act or omission on the part of any Federal employee or agent acting within the scope of his/her employment.
- Automatic monthly payments shall be made by the U.S. Customs and Border Protection Financial Management Center to the address shown in Part II/C, page 2 of this lease agreement.
- Rent payments shall be processed by the Government for payment on the first day of the month following the month for which rent is due.
- In accordance with 31 U.S.C. § 1341, 41 U.S.C. § 11 and federal law, Government liability under this lease and every Article herein is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. Nothing in this lease may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies.
- Nothing herein shall require the Government to perform any act or to not act, i.e., an omission, in a manner, which would constitute a violation of law or federal fiscal policy. Lessor further acknowledges that no Customs and Border Patrol officer has the authority in law or the ability in fact to waive certain government rights. e.g., rights relating to or involving sovereign immunity or rights pertaining to personal property.
- Should the Government hold over the expiration of the primary term, or any extension thereof, such tenancy shall be from month-to-month on all terms, covenants and conditions of this lease, provided adequate appropriations are provided by Congress for the payment of rentals.
- Interference by a subsequent user: Lessor agrees that equipment installed or modified subsequent to Lessee's installation shall not interfere with Lessee's permitted operations. Lessee agrees to make every effort to cooperate with Lessor and existing and subsequent users to resolve any interference issues.
- All permitted use of the Tower Site including, without limitation, the Government's Approved Equipment, frequencies, channels and the identification and location of the Licensed Premises at the Tower Site are described in Exhibit A, which is incorporated herein by reference and made a part hereof
- Notice to Proceed Requirements, Exhibit B, which is incorporated herein by reference and made a part hereof.

7. NOTE: All offers are subject to the terms and conditions outlined above, and elsewhere in this solicitation, including the Government's General Clauses and Representations and Certifications.

8 BASIS OF AWARD

☐ THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER SQUARE FOOT, ACCORDING TO THE ANSI/BOMA Z65.1-1996 DEFINITION FOR BOMA USABLE OFFICE AREA, WHICH MEANS "THE AREA WHERE A TENANT NORMALLY HOUSES PERSONNEL AND/OR FURNITURE, FOR WHICH A MEASUREMENT IS TO BE COMPUTED."

☐ OFFER MOST ADVANTAGEOUS TO THE GOVERNMENT, WITH THE FOLLOWING EVALUATION FACTORS BEING
- ☐ SIGNIFICANTLY MORE IMPORTANT THAN PRICE
- ☐ APPROXIMATELY EQUAL TO PRICE
- ☐ SIGNIFICANTLY LESS IMPORTANT THAN PRICE
- ☒ Radio Coverage/Location
- ☐ (Listed in descending order, unless stated otherwise).

PART II - OFFER *(To be completed by Offeror/Owner)*

A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT

1. NAME AND ADDRESS OF BUILDING *(Include ZIP Code)*	2. LOCATION(S) IN BUILDING	
225 Riverside Industrial Parkway Portland, ME 04103	a. FLOOR(S) n/a	b. FCC Registration #1030405
Lat: 43-42-21.6 N Lon: 70-18-38.5 W	c. RENTABLE SQ. FT. Tower space plus 256 sq ft	d. TYPE ☐ GENERAL OFFICE ☐ OTHER *(Specify)* ☐ WAREHOUSE

B. TERM

3. To have and to hold, for the term commencing on March 1, 2011 and continuing through September 30, 2015 inclusive. This lease will be further automatically renewed for 1 separate and successive 5 year terms unless the Lessee notifies the Lessor in writing at least 60 days in advance of the renewal date. The Government may terminate this lease at any time after the expiration of the period March 1, 2011 through February 28, 2012, by giving at least 60 days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

C. RENTAL

4. Rent shall be payable in arrears and will be due on the first workday of the month immediately following the month for which the rent is due and payable. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated. The rent amount continuing to be annually increased by 4% on October 1 after the period March 1, 2011 through September 30, 2015. Lessor may seek relief by requesting a review of rent and submitting proposed appropriate rental increases no later than 60 days prior to the expiration of the rental term then in effect. Rental (Quarterly or Annual) payments based on the Governments fiscal year of October 1, to September 30. *xcu*

5. AMOUNT OF ANNUAL RENT	7. HVAC OVERTIME	8. MAKE CHECKS PAYABLE TO *(Name and address)*
$ [redacted]	Rate Per Hour N/A	American Tower, L.P 10 Presidential Way Woburn, MA 01801
6. RATE PER MONTH $ [redacted]		

9a. NAME AND ADDRESS OF OWNER *(Include ZIP code. If requested by the Government and the owner is a partnership or joint venture, list all General Partners, using a separate sheet, if necessary.)* American Tower, L.P
10 Presidential Way
Woburn, MA 01801

9b. TELEPHONE NUMBER OF OWNER	10. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING	
781-926-4586	☒ OWNER ☐ AUTHORIZED AGENT	☐ OTHER *(Specify)*
11a. NAME OF OWNER OR AUTHORIZED AGENT	11b TITLE OF PERSON SIGNING RICHARD ROSSI Vice President, Contract Management	
11c. SIGNATURE OF OWNER OR AUTHORIZED AGENT	11d. DATE 2-25-11	

PART III - AWARD *(To be completed by Government)*

1. Your offer is hereby accepted. This award consummates the lease which consists of the following documents: (a) this GSA Form 3626, (b) Representations and Certifications, (c) the Government's General Clauses, and (d) the following changes or additions made or agreed to by you:

2. THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.

3a. NAME OF CONTRACTING OFFICER *(Type or Print)*	3b. SIGNATURE OF CONTRACTING OFFICER	3c. DATE
Larry Walker, Contracting Officer DHS-CBP-02-04-2010	Larry E. Walker	3/1/11