

<b>U.S. GOVERNMENT LEASE FOR REAL PROPERTY</b> <i>(Short Form)</i>	1. LEASE NUMBER <b>LME00127</b>
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**PART I - OFFER** (Offeror completes Section A and C; Government shall complete Section B)

**NOTE:** All offers are subject to the terms and conditions outlined in Request for Lease Proposals No. \_\_\_\_\_, Supplemental Lease Requirements document, General Clauses (GSA Form 3517A) and ADDENDUM to the System for Award Management (SAM) REPRESENTATIONS AND CERTIFICATIONS (3518-SAM).

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

1. NAME AND ADDRESS OF BUILDING (Include ZIP Code)  <b>12 Victoria Lane Palmouth, ME 04105</b>		2. LOCATION(S) IN BUILDING <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border: 1px solid black;">           5. FLOOR(S)  <b>N/A</b> </td> <td style="width: 50%; border: 1px solid black;">           6. ROOM NUMBER(S)  <b>N/A</b> </td> </tr> <tr> <td style="border: 1px solid black;">           7. SQ. FT.            RENTABLE <u>20</u>            Dwelling Area Prefor         </td> <td style="border: 1px solid black;">           8. TYPE  <input type="checkbox"/> GENERAL OFFICE    <input checked="" type="checkbox"/> OTHER (Specify)  <input type="checkbox"/> WAREHOUSE        <u>Tower Floor</u> </td> </tr> </table>		5. FLOOR(S) <b>N/A</b>	6. ROOM NUMBER(S) <b>N/A</b>	7. SQ. FT. RENTABLE <u>20</u> Dwelling Area Prefor	8. TYPE <input type="checkbox"/> GENERAL OFFICE <input checked="" type="checkbox"/> OTHER (Specify) <input type="checkbox"/> WAREHOUSE <u>Tower Floor</u>
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**B. TERM**

3a. To Have and to Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of 5 Years, 5 Years Firm, subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

b. This Lease may be renewed at the option of the Government for a term of    YEARS at the rental rate(s) set forth below, provided notice is given to the Lessor at least 60 days before the end of the original Lease term; all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.

**C. RENTAL**

4. Rent shall be payable in arrears and will be due on the first workday of each month. 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.

5a. AMOUNT OF ANNUAL RENT	5b. RATE PER MONTH	5c. HVAC OVERTIME RATE PER HOUR	5d. ADJUSTMENT FOR VACANT PREMISES RATE (%/ANO SP/YEAR)
\$6,370.96	\$530.91/month	N/A	N/A
OFFICE SPACE	FIRM TERM (\$/SP/YEAR)	NON-FIRM TERM (\$/RS/YEAR)	RENEWAL TERM (\$/RS/YEAR)
20 RSP	\$318.55 /RSP/Year	N/A	[REDACTED] /RSP/Year
6a. BUILDING SHARE RENT (INCL. UTIL. INSTA/TB TAXES)	6b. \$	6c. \$	6d. \$
	Included in 5a		
7a. OPERATING RENT	7b. \$		
	Included in 5a		
8a. TENANT IMPROVEMENT RENT (See blocks 11 and 12 below for additional breakdown of cost and amortization rate)	8b. \$		
	N/A		
9a. BUILDING SPECIFIC AMORTIZED CAPITAL (IF APPLICABLE)	9b. \$		
	N/A		
10a. TOTAL RENT	10b. \$	10c. \$	
	\$31,854.60 in the Firm Term	\$35,620.00 in the Renewal Term	

11. TENANT IMPROVEMENT COSTS  N/A	12. INTEREST RATE TO AMORTIZE TENANT IMPROVEMENTS  N/A
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13. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING

OWNER                       AUTHORIZED AGENT                       OTHER (Specify)

13a. NAME OF OWNER OR AUTHORIZED AGENT (Type or Print) Name and Title: Jason Silbertstein, Exec. Vice President, Site Leasing	13b. TITLE OF PERSON SIGNING Address: SBA Towers II, LLC 8051 Congress Avenue, Boca Raton, FL 33487-1307
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13c. SIGNATURE [REDACTED]	13d. DATE 1/29/16
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*B*

*[Handwritten Signature]*

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

1. Your offer is hereby accepted. This award consummates the lease which consists of the following attached documents: (a) this GSA Form 3626, (b) Supplemental Lease Requirements, (c) Security Requirements, (d) Agency Specific Requirements, (e) Floor Plan delineating the Premises, (f) GSA Form 3517A, General Clauses (Acquisition of Leasehold Interests in Real Property \$150,000 or Less), (g) GSA Form 3518-SAM, Addendum to System for Award Management (SAM) Representations and Certifications (Acquisition of Leasehold Interests in Real Property) and (h) the following building improvements, changes or additions made or agreed to by you (for example, energy efficiency and conservation improvements, ABAAS upgrades, Seismic Form C - Building Retrofit or New Construction PreAward Commitment (if applicable)):

1. Exhibit A: Tower Location

2. Exhibit B: Equipment Information (to be completed at a later date)

~~3. Exhibit C: Rent Structure and Renewal Terms for LME00127~~ Intentionally Deleted; Initials Lessor:   p  ; Government   [Signature]  

4. GSA Form 3517A, General Clauses

~~5. GSA Form 3518-SAM, Addendum to System for Award Management (SAM) Representations and Certifications (Acquisition of Leasehold Interests in Real Property)~~

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

3a. NAME OF LEASE CONTRACTING OFFICER (Type or Print)

George I. Welch

OR

3c. DATE

9.28.16

GSA 3626 (REV. 9/2015) BACK

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U.S. GOVERNMENT LEASE FOR REAL PROPERTY  
*Short Form*

LEASE NUMBER  
LME00127

PART 1 - SOLICITATION/DESCRIPTION OF REQUIREMENTS (To be completed by Government)

A. REQUIREMENTS

1. The Government of the United States of America is seeking to lease tower Space located at Victoria Lane in Falmouth, ME for installation and use of communications equipment for use effective 11/1/2015 for a period of five (5) years.

B. STANDARD CONDITIONS AND REQUIREMENTS

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

Lessor grants Tenant the non-exclusive use of said site and tower (collectively the "Premises") solely for the purposes of the Tenant's installation, operation, and maintenance of the equipment described in EXHIBIT B (collectively the "Equipment"),

Lessor will permit Tenant to install, operate, and maintain at the Tenant's sole expense and risk, transmitting and receiving Equipment at places designated by Lessor on the Premises. Tenant shall, at all reasonable times, have unrestricted right to enter or leave the building where Equipment is located. Tenant agrees to take, at its own expense, all measures and precautions necessary to render its Equipment inaccessible to unauthorized persons. Lessor agrees that they will not knowingly give unauthorized persons access to Tenant's Equipment. All Equipment or other property attached to the tower or otherwise brought onto the Premises at all times remains personal property.

Tenant will install, operate, and maintain its Equipment in accordance with all applicable laws and regulations so as to prevent interference with any other radio or television transmitting Equipment or receiving Equipment wherever located. Lessor must approve in writing all tenants installations (approval must not be unreasonably withheld), and Tenant must notify Lessor in advance of any technical or installation changes it intends to make to its Equipment. Lessor may, at its discretion, supervise the installation of, or changes in, the Equipment by the Tenant.

Should Tenant's Equipment cause or contribute to interference with the operation of other Equipment presently on the Premises, Tenant agrees, at its sole expense, to take all steps necessary to correct and eliminate the interference. If said interference cannot be eliminated within a reasonable length of time, not to exceed ten (10) days, Tenant agrees to cease using the Equipment which is creating the interference except for short tests necessary for the elimination of the interference. Lessor agrees that, should any interference be encountered in Tenant's operation as a result of another party's subsequent installation, Lessor shall endeavor to cause said interference to be eliminated in a timely manner, without obligation to Tenant. If interference cannot be eliminated within a reasonable length of time, not to exceed ten (10) days, Lessor will forthwith require the party that is causing the interference to cease using the Equipment; provided however, that the failure of such party to cease causing the interference after demand by the Lessor shall not give rise to any liability to Tenant on the part of the Lessor. Lessor may require the future installation of cavities and/or isolators at Tenant's expense. Lessor shall require any future Tenants to be bound by provisions substantially similar to those contained in this paragraph.

Hold Over Tenancy- If after expiration of the lease term or any renewal thereafter, Tenant shall continue to use the Premises and pay rent without any written agreement as such to use, then such use shall be deemed to be a holding upon a tenancy from month to month, and Tenant shall be regarded as a Tenant from month to month, subject to all terms and conditions hereof on the part of the Tenant to be observed and performed at the monthly rental in effect at the time of holding over.

Lessor will procure and pay for normal electricity usage for the operation of Tenant Equipment, provided, however, that the Lessor will not be held liable to Tenant for electrical deficiencies resulting from acts of God, acts of omissions of the Public Utility, or any other cause beyond the control of the Lessor.

Any notice or demand required to be given or made hereunder shall be sufficient if given or made by postage, pre-paid, first-class and addressed to the parties at their addresses set forth in this agreement. Any such notice or demand shall be deemed to have been given or made at the time it is deposited in the U.S. Postal Service or transmission notice. Tenant from time to time may designate any other address for this purpose by written notice to other party.

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

ELECTRICITY       POWER FOR SPECIAL EQUIPMENT       SNOW REMOVAL

4. OTHER REQUIREMENTS: Offerors should also include the following with their offers:

- A) GSA Form 3517n, General Clauses with all pages initialed and dated at the bottom (2 copies).
- B) GSA Form 3518-SAM, Representations and Certifications, completed, initialed, and dated at the bottom (2 copies).

5. 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.

6. BASIS OF AWARD

- THIS 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  
(Listed in descending order, unless otherwise stated).