

All correspondence in connection with this
contract should include reference to
Contract # N47692-14-RP-14P14

LEASE IN FURTHERANCE OF CONVEYANCE

BETWEEN

THE UNITED STATES OF AMERICA

AND

**MIDCOAST REGIONAL REDEVELOPMENT
AUTHORITY**

AT THE FORMER

**NAVAL AIR STATION
BRUNSWICK, MAINE**

**LEASE IN FURTHERANCE OF CONVEYANCE
BETWEEN
THE UNITED STATES OF AMERICA
AND
MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY**

TABLE OF CONTENTS

	<u>Page</u>
1. LEASED PREMISES	5
2. TERM.....	6
3. CONSIDERATION	6
4. USE OF LEASED PREMISES.....	6
5. ASSIGNMENT OR SUBLETTING.....	6
6. LEASED PREMISES DELIVERED “AS-IS, WHERE IS”	7
7. ENVIRONMENTAL CONDITION OF PROPERTY AND FINDING OF SUITABILITY TO LEASE	8
8. ALTERATIONS	8
9. ACCESS BY GOVERNMENT	9
10. UTILITIES	10
11. NO INTERFERENCE WITH NAVY OPERATIONS	10
12. PROTECTION AND MAINTENANCE SERVICES	10
13. ENVIRONMENTAL PROTECTION PROVISIONS.....	12
14. TERMINATION.....	16
15. INDEMNIFICATION BY LESSEE – GOVERNMENT NON-LIABILITY	19
16. LESSEE’S LIABILITY EXTENDS TO ITS CONTRACTORS AND SUBLICENSEES	20
17. INSURANCE	20
18. LABOR PROVISION.....	22
19. SUBMISSION OF NOTICES.....	24
20. STORAGE	25
21. AUDIT	25
22. INTEREST	25
23. MODIFICATION	26
24. FAILURE TO INSIST ON COMPLIANCE	26
25. DISPUTES	26
26. COVENANT AGAINST CONTINGENT FEES	28
27. OFFICIALS NOT TO BENEFIT.....	28

28.	ESTOPPEL CERTIFICATES.....	28
29.	LIENS.....	28
30.	EXPENSE	29
31.	TAXES	29
32.	SUBJECTION TO EXISTING AND FUTURE EASEMENTS AND RIGHTS OF WAY	29
33.	INGRESS-EGRESS	30
34.	ADMINISTRATION	30
35.	SURRENDER	30
36.	APPLICABILITY OF LAW	30
37.	LESSEE PERFORMANCE	30
38.	EFFECT ON RECIPROCAL EASEMENT AGREEMENT	30
39.	EFFECT ON PURCHASE AGREEMENT	31
40.	EFFECT ON AIRPORT APPLICATION	31
41.	TERMINATION OF PRIOR LEASES	31
42.	AVAILABILITY OF FUNDS	31

LIST OF EXHIBITS

- Exhibit A:** Description of Leased Premises
- Exhibit B:** Programmatic Agreement between the United States Navy and the Maine Historic Preservation Officer, signed September 27, 2010
- Exhibit C:** Joint Inspection and Inventory Report
- Exhibit D:** Finding of Suitability to Lease
- Exhibit E:** Procedures for Government Review of Proposed Additions, Alterations or Improvements to Leased Premises by Lessee or Sublessee
- Exhibit E:** Asbestos Containing Materials Hazard Disclosure and Acknowledgment Form
- Exhibit F:** Lead Based Paint Hazard Disclosure and Acknowledgment Form

**LEASE
BETWEEN
THE UNITED STATES OF AMERICA
AND
MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY**

THIS LEASE is made as of this 5th day of December, 2013 by and between **THE UNITED STATES OF AMERICA**, acting by and through the Department of the Navy, Naval Facilities Engineering Command, BRAC Program Management Office East, 4911 South Broad Street, Philadelphia, PA 19112 hereinafter called the "Government", and **MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY**, a governmental agency and instrumentality of the State of Maine, hereinafter called the "Lessee".

W I T N E S S E T H

WHEREAS, the Government has declared certain real and personal property surplus at the former Naval Air Station Brunswick, Maine ("NAS Brunswick"); and

WHEREAS, Lessee has adopted a Reuse Plan dated December 2011, which provides for redevelopment of NAS Brunswick ("Reuse Plan"); and

WHEREAS, the Government and Lessee have entered into an Agreement for Purchase of Real Property, dated as of September 30, 2011 ("Purchase Agreement"), which provides for the purchase by Lessee and sale by the Government of approximately 1,098 acres of real property (and appurtenant personal property) located at NAS Brunswick; and

WHEREAS, on January 29, 2011, the Federal Aviation Administration has approved the application of the Lessee to acquire through an airport public benefit conveyance an additional approximately 992.1 acres of such surplus property, and the application was accepted by the Department of the Navy on February 7, 2011 ("Airport Application"); and

WHEREAS, pursuant to the National Environmental Policy Act, the Navy issued a final Environmental Impact Statement and Record of Decision ("NEPA ROD"), signed on January 26, 2011; and

WHEREAS, the Government and the Lessee have executed an Agreement Granting Reciprocal Easements for Ingress and Egress, General Access and Utility Service dated March 28, 2011 ("Reciprocal Easement Agreement"), creating reciprocal easements granting general access, ingress and egress, and utility service affecting the Leased Premises as hereinafter defined; and

Initial: Navy  & Lessee _____

LIFOC Brunswick ME
N47692-14-RP-14P14

WHEREAS, the Secretary of the Navy, pursuant to the provisions of 10 U.S.C. § 2667(g)(1), has determined that this Lease will facilitate state and local economic adjustment efforts pending final disposition of the real and personal property; and

WHEREAS, the Secretary of the Navy, pursuant to 10 U.S.C. § 2667(g)(1) and (2) has determined that a public interest will be served as a result of this Lease; and

WHEREAS, the Lessee is recognized by the Secretary of Defense, through the Office of Economic Adjustment, as the local redevelopment authority with the responsibility for the redevelopment of the former NAS Brunswick; and

WHEREAS, the Lessee has the power to acquire, lease and dispose of federal military installations, and the Lessee desires to enter into this Lease; and

WHEREAS, the Government is amenable to such a Lease with the Lessee upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the terms, covenants, and conditions hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Government and the Lessee hereby agree as follows:

1. LEASED PREMISES.

1.1 The term, "Leased Premises" as used in this Lease, shall mean those facilities and/or land areas identified in **Exhibit A** to this Lease, as and if modified, and all improvements and "Related Personal Property" (as defined below) thereon. The term, "Related Personal Property", means all personal property remaining on the Leased Premises, and not previously transferred to the Lessee, as set forth in the Joint Inspection and Inventory Report.

1.2 Government does hereby lease, rent, and demise to Lessee, and Lessee does hereby hire and rent from the Government the Leased Premises together with the right of ingress and egress thereto.

1.3 The Lessee shall not undertake any activity that may affect historic or archeological property, including excavation, construction, alteration or repairs of the Leased Premises, without the approval of the Government's Real Estate Contracting Officer and compliance with Section 106 of the National Historic Preservation Act, 16 U.S.C. §470(f), as applicable. Historic assets exist within the boundaries of NAS Brunswick. Lessee and any sublease shall consult with the Maine Historic Preservation Officer prior to any development that may affect sites identified in the Programmatic Agreement between the United States Navy and the Maine Historic Preservation Officer, signed September 27, 2010, marked "**Exhibit B**", attached hereto and made a part hereof.

Initial: Navy  & Lessee _____

2. TERM. The term of this Lease shall be for a period of twenty (20) years, beginning on December 5, 2013 and ending on December 4, 2033 unless terminated earlier in accordance with the provisions of Section 14 (Termination) or by conveyance by Quitclaim Deed by the Government to Lessee of all or any portion of the Leased Premises or by Government's tendering to Lessee a Quitclaim Deed of all or any portion of the Leased Premises, provided however, conveyance to Lessee of a portion of the Leased Premises shall result in a termination of this Lease only with respect to the applicable portion of the Leased Premises conveyed by Government.

3. CONSIDERATION. As consideration for this Lease, Lessee shall provide, or cause to be provided, annual protection and maintenance services as described in Section 12 hereof (hereinafter "P&M Services") for the Leased Premises. The obligation to provide P&M Services shall begin on the date of this Lease. No other rent shall be due under this Lease.

4. USE OF LEASED PREMISES. Lessee may use the Leased Premises (including the related personal property) only for those uses permitted by the Reuse Plan and consistent with the NEPA ROD.

5. ASSIGNMENT OR SUBLETTING.

5.1 Subject to the review procedures outlined in Section 5.2 below and except as disapproved in accordance with Section 5.3 below, the Lessee may sublet the Leased Premises or any part thereof or any property thereon, or grant any interest, privilege, or license whatsoever in connection with this Lease, but only for the uses described in Section 4.

5.2 At least fifteen (15) days prior to the effective date of any sublease entered into in accordance with Section 5.1, the Lessee shall provide to the Government a fully executed sublease covering the Leased Premises.

5.3 The Government reserves the right to disapprove any sublease or other agreement executed by the Lessee pursuant to 5.1 above; provided, however, that Government's disapproval shall not be unreasonably withheld. In the event the Government determines that any sublease or agreement is disapproved, a notice of disapproval shall be forwarded to the Lessee no later than five (5) days prior to the effective date of the subject sublease or agreement. Otherwise, the proposed sublease is deemed approved. Upon disapproval, the subject sublease or agreement shall not become effective.

5.4 Any sublease granted by the Lessee shall contain a copy of this Lease as an attachment and shall be subject to all terms and conditions of this Lease and

Initial: Navy  & Lessee _____

LIFOC Brunswick ME
N47692-14-RP-14P14

shall terminate immediately upon the expiration or any earlier termination of this Lease, without any liability on the part of the Government to the Lessee or any sublessee. Under any sublease made, with or without consent, the sublessee shall be deemed to have assumed all of the obligations of the Lessee under this Lease. No sublease shall relieve the Lessee of any of its obligations hereunder.

5.5 The Lessee shall provide to the Government a fully executed copy of any sublease authorized hereunder within two days of the date of its execution.

5.6 Should a conflict arise between the provisions of this Lease and a provision of the sublease, the provisions of this Lease shall take precedence. Any sublease shall not be taken or construed to diminish or enlarge any of the rights or obligations of either of the parties under this lease.

5.7 The Lessee shall neither transfer nor assign this Lease or any interest therein or any property on the Leased Premises.

5.8 In no case or event will the approval or execution of any sublease create any contractual relationship, in law or equity between the Government and any party other than the Lessee except insofar as the Government expressly and in writing enters into such a contractual relationship.

6. LEASED PREMISES DELIVERED "AS-IS, WHERE IS". The Leased Premises delivered to the Lessee shall be delivered "as-is, where-is", and, as such, the Government makes no warranty as to such facilities and property either as to their usability generally or as to their fitness for any particular purpose.

6.1 The Joint Inspection and Inventory Report executed as part of this Lease shall describe the condition of the Leased Premises and inventory of Government real property and related personal property at the commencement of the Lease. The Joint Inspection and Inventory Report shall be attached to the Lease as **Exhibit C**, by modification.

6.2 In the event this Lease is terminated, Lessee shall return the Leased Premises to Government in the same condition in which it was received, reasonable wear and tear excepted. Lessee may at its expense and with prior written approval of Government, which approval shall not be unreasonably withheld or delayed, (a) replace any personal property with personal property of like kind and utility, (b) repair any personal property in a good and workman like manner and (c) dispose of any worn out, obsolete or non-functioning personal property, in accordance with applicable laws and regulations.

Initial: Navy *JS* & Lessee _____

7. ENVIRONMENTAL CONDITION OF PROPERTY AND FINDING OF SUITABILITY TO LEASE. The Environmental Condition of Property Report for the Naval Air Station Brunswick, Final (Revision 2) dated 30 May 2006 (ECP) is incorporated by reference and made apart hereof as if set out in length. The Finding of Suitability to Lease (FOSL) describes the existing environmental conditions of the Leased Premises is attached hereto as **Exhibit D**. The FOSL sets forth the basis for the Government's determination that the Leased Premises are suitable for leasing. Lessee and sublessees are hereby made aware of the notifications contained in the FOSL and shall comply with all restrictions set forth therein.

7.1 Effect of Lease. No provision of this Lease shall affect, impact or diminish any rights or obligations of the Government under the Federal Facilities Agreement between the Government, the United States Environmental Protection Agency ("USEPA") and the State of Maine dated October 19, 1990 ("FFA") or existing law.

7.2 Consistency with the Purchase Agreement. The Purchase Agreement sets forth the respective rights and obligations of the Government and Lessee with respect to various matters related to the Leased Premises, including without limitation certain environmental matters at or on the Leased Premises. It is the parties' intent that the terms of this Lease and the Purchase Agreement be interpreted harmoniously; however, in the event that the terms of this Lease are deemed to conflict with the Purchase Agreement, the terms of the Purchase Agreement shall control.

8. ALTERATIONS.

8.1 Prior to any additions to, or alterations of, the Leased Premises, including the related personal property, the Lessee shall provide written notification to the Government's Real Estate Contracting Officer or her authorized representative. The Lessee must not commit waste of any kind or in any manner substantially change the contour or condition of the Leased Premises except as authorized in writing by the Government. Notification of additions or alterations shall be completed and submitted to the Government in accordance with the "Procedures for Government Review of Proposed Additions, Alterations or Improvements to Leased Premises by Lessee or Sublessee" (**Exhibit E**). Within fifteen (15) days of the receipt of the notification, the Government shall determine whether such addition or alteration is to be disallowed. The Government shall not unreasonably deny such addition or alteration. In the event the Government determines that any addition or alteration is disallowed, a notice of disallowance shall be forwarded to the Lessee. Upon disapproval, the Lessee shall not be authorized to commence or cause to commence the alteration or placement of the addition that is the subject of the notification.

8.2. The Lessee shall not construct, or make or permit its sublessees or assigns to construct or make, any substantial alterations, additions, or improvements to, or installations upon, or otherwise modify or alter the Leased Premises in any way which may adversely affect the cleanup, human health, the environment or, the historical character of the Leased Premises in compliance with the National Historic Preservation Act, without the prior written consent of the Government. Such consent may involve a requirement to provide the Government with a performance and payment bond satisfactory to it in all respects and other requirements deemed necessary to protect the interests of the Government. For construction or alterations, additions, modifications, improvements or installations (collectively "Work") on the Leased Premises and in the proximity of sites that are part of a Navy Installation Restoration Program, such consent may include a requirement for written approval by the Government's BRAC Environmental Coordinator (BEC). All such Work shall be subject to the requirements of all State and local building codes. Upon termination (except with respect to conveyances of portions of the Leased Premises to Lessee), revocation, or surrender of this Lease, in whole or in part, the Lessee shall, at the option of and to the extent directed by the Government, either:

8.2.1 Promptly remove all alterations, additions, modifications, improvements, and installations, including, but not limited to, Lessee's or sublessee's trade fixtures, made or installed on the Leased Premises subject to the termination, revocation or surrender, and restore the same including related personal property to the same or as good condition as existed on the date of the commencement of this Lease, reasonable wear and tear excepted; or

8.2.2 Abandon such additions or alterations to the Leased Premises, subject to the termination, revocation, or surrender in place, at which time title to said alterations, improvements, and additions shall vest in the Government.

8.3 The Lessee shall give the Navy, USEPA and the State of Maine sixty (60) days prior written notice of any construction, alterations or similar work on the Leased Premises which may affect any of the activities under the FFA.

9. ACCESS BY GOVERNMENT. In addition to access required under Section 13.6, at all reasonable times throughout the term of this Lease, the Government shall be allowed access to the Leased Premises for any purposes upon notice to the Lessee. Government normally will give Lessee and any sublessee twenty-four hours notice of its intention to enter the Leased Premises unless it determines that faster entry is required for safety, environmental, operations or security purposes. While no notice is required in these instances, the Government will attempt to notify the Lessee prior to entry. The Lessee or sublessee shall have no claim on account of any entry onto the Leased Premises by the Government (including any officer, agent, employee, contractor

Initial: Navy JA & Lessee _____

LIFOC Brunswick ME
N47692-14-RP-14P14

or subcontractor of the Government). All necessary keys to the Leased Premises occupied by the Lessee or any sublessee shall be made available to the Government upon request.

10. UTILITIES. All utilities, including but not limited to electricity, water, gas, sewer, and telephone, shall be operated and maintained by the Lessee, a sublessee or the appropriate utility provider. Any costs associated with such operations and maintenance, along with utility shut-down, repair and relocation, shall be the responsibility of the Lessee. It is expressly agreed and understood that the Government in no way warrants the condition or adequacy of such utility systems for the purposes intended. It is also expressly agreed and understood that the Government is in no way obligated to provide any utility service whatsoever.

11. NO INTERFERENCE WITH NAVY OPERATIONS. The Lessee shall not conduct or allow to be conducted any operations, nor make or allow to be made any alterations, that would interfere with or otherwise restrict Navy operations or environmental clean-up or restoration activities by the Government, USEPA, State of Maine, or their contractors. Environmental clean-up, restoration, or testing activities by these parties shall take priority over the Lessee's use of the Leased Premises in the event of any conflict.

12. PROTECTION AND MAINTENANCE SERVICES.

12.1 Maintenance. It is understood and agreed that Lessee shall, at its own expense, protect and maintain, or cause to be protected and maintained, any improvements on the Leased Premises including all related personal property contained therein, subject to normal wear and tear and casualty, and will from time to time make or cause to be made all necessary and proper repairs, replacements, and renewals which shall thereupon become part of the Leased Premises. During the term of this Lease, Government shall have no responsibility, with respect to the protection and maintenance of the Leased Premises and Government property contained therein.

12.2 Lessee shall, at its own expense, furnish all labor, supervision, materials, supplies and equipment necessary for the operation, maintenance and repair of the following building systems and appurtenances: structural (including roof); fencing; plumbing; electrical; heating and cooling systems; exterior utility systems (including fire hydrants and mains); pavement and grounds maintenance (including grass cutting, shrub trimming, snow removal, street cleaning and tree removal); pest and weed control; security and fire protection within Leased Premises; refuse collection, removal and disposal; and utilities maintenance necessary for the protection of Leased Premises. Government shall not be required to furnish any services or facilities to Lessee or to make any repair or alteration in or to Leased Premises. Lessee hereby assumes the full

Initial: Navy  & Lessee _____

LIFOC Brunswick ME
N47692-14-RP-14P14

and sole responsibility for the protection, maintenance and repair of Leased Premises as set forth in this section. For specifics as to such protection and maintenance required to be provided by Lessee hereunder, the following provisions shall apply:

12.2.1 Maintenance: The degree of maintenance and repair services to be furnished by Lessee hereunder shall be that which is sufficient to assure weather tightness, structural stability, protection from fire hazards or erosion, and elimination of safety and health hazards, including pests, which arise during the term of the Lease, so that the Leased Premises being serviced will remain in the condition in which they existed at the commencement of the Lease as documented in the Joint Inspection and Inventory Report prepared pursuant to Section 6, ordinary wear and tear excepted. Government, upon due notice, may inspect the Leased Premises to ensure performance of the maintenance set forth herein.

12.2.2 Housekeeping: Debris, trash and other useless materials shall be promptly removed from the Leased Premises, and the area of work shall be kept reasonably clean and free of useless materials at all times. Upon termination or expiration of this Lease, Leased Premises shall be left without containers, Lessee's equipment, and other undesirable materials, and in an acceptably clean condition, as determined by Government.

12.2.3 Security Protection: Lessee shall provide or cause to be provided all security services necessary to assure security and safety within the Leased Premises. Any crimes or other offenses, including traffic offenses and crimes and offenses involving damage to or theft of Government property, shall be reported to the appropriate authorities for their investigation and disposition and to the Government as property owner.

12.2.4 Fire Protection: Lessee shall provide or cause to be provided, all reasonable and necessary fire protection of the Leased Premises, including, but not limited to, maintenance of any sprinkler system that exists on the effective date of this Lease and/or providing portable fire extinguishers for fire protection of the Leased Premises.

12.2.5 Services: Lessee shall be responsible, at its sole cost and expense, for obtaining and providing any and all other services which may be required in connection with the Lessee's and any sublessee's use or occupancy of the Leased Premises.

12.2.6 Lessee shall ensure only trained and qualified persons are utilized in performance of the maintenance and protection services specified in this Section. Lessee

Initial: Navy  & Lessee _____

shall ensure that any contractor performing work on the Leased Premises be licensed, as appropriate, in the State of Maine.

12.3 Lessee shall keep adequate records and books of account showing the actual costs to it of all items of labor, material, equipment, supplies, services, and other items of cost of any nature constituting an item of actual cost incurred by it directly in the performance of work or service in the nature of repair, restoration, protection and maintenance of the Leased Premises which is required by Section 12. Lessee shall provide Government with access to such records and books of account and proper facilities for inspection thereof at all reasonable times.

13. ENVIRONMENTAL PROTECTION PROVISIONS

13.1 The Lessee and its contractors or sublessees hereby assume all responsibility for protection of the environment as related to the Lessee's or its contractors or sublessees use of the Leased Premises. The Lessee, and its contractors or sublessees shall comply with all applicable Federal, State and local laws, regulations and standards that are or may become applicable to Lessee's activities on the Leased Premises and to the environment.

13.2 The Lessee and any sublessee shall be solely responsible for obtaining at its cost and expense any environmental permits required for its operations under the Lease, independent of any existing permits held by the Government. Any and all environmental permits required for any of Lessee's or sublessee's operations or activities will be subject to prior concurrence of the Government. Lessee acknowledges that the Government will not consent to being named a secondary discharger or co-permittee for any operations or activities of the Lessee or any sublessee under the Lease. In the event the Government is named as a secondary discharger or co-permittee for any activity or operation of the Lessee or any sublessee, Government shall have the right to take reasonable actions necessary to prevent, suspend, or terminate such activity or operation, including terminating this Lease, without liability or penalty.

13.3 The Lessee shall indemnify and hold harmless, to the extent authorized under applicable law, the Government from any costs, expenses, liabilities, fines, or penalties resulting from discharges, emissions, spills, storage, disposal occurring during the term of the Lease, or any other action by the Lessee or any sublessee giving rise to Government liability, civil or criminal, or responsibility under Federal, State, or local environmental laws. This provision shall survive the expiration or termination of the Lease, and the Lessee's obligations hereunder shall apply whenever the Government incurs costs or liabilities for the Lessee's actions.

13.3.1 Lessee shall require each and every sublessee to independently indemnify and hold harmless the Government without condition or limitation from any costs, expenses, liabilities, fines, or penalties resulting from discharges, emissions, spills, storage, disposal occurring during the term of the sublease, or any other action by the sublessee giving rise to Government liability, civil or criminal, or responsibility under Federal, State, or local environmental laws. This provision shall survive the expiration or termination of the Lease and sublease, and the sublessee's obligations hereunder shall apply whenever the Government incurs costs or liabilities for the sublessee's actions.

13.4 Government's rights under this Lease specifically include the right for Government officials to inspect upon reasonable notice the Leased Premises for compliance with environmental, safety and occupational health laws and regulations, whether or not Government is responsible for enforcing them. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. Government normally will give Lessee or sublessee twenty-four (24) hours prior notice of its intention to enter the Leased Premises unless it determines the entry is required for safety, environmental, operations or security purposes. Lessee shall have no claim on account of any entries against the United States or any officer, agent, employee, contractor or subcontractor thereof.

13.5 Naval Air Station, Brunswick has been identified as a National Priorities List (NPL) Site under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) of 1980, as amended. Lessee acknowledges that Government has provided it with a copy of the NAS Brunswick's Federal Facility Agreement (FFA) entered into by the USEPA Region 1, the State of Maine, and the Navy. Government will provide Lessee with a copy of any amendments thereto. Lessee agrees that should any conflict arise between the terms of such agreement as it presently exists or may be amended ("FFA," "Interagency Agreement" or "IAG") and the provisions of this Lease, the terms of the FFA or IAG will take precedence. Lessee further agrees that notwithstanding any other provision of this Lease, Government assumes no liability to Lessee or its sublessees or licensees should implementation of the FFA interfere with Lessee's or any sublessee's or licensee's use of Leased Premises. Lessee shall have no claim on account of any such interference against the United States or officer, agent, employee, contractor or subcontractor thereof, other than for abatement of rent, where applicable.

13.6 Government, USEPA and the State of Maine and their officers, agents, employees, contractors and subcontractors, have the right, upon reasonable notice to Lessee and/or any sublessee, to enter upon Leased Premises for the purposes enumerated in this Section and for such other purposes consistent with any provisions of the cleanup program (including but not limited to the BRAC Cleanup Plan, Installation Restoration Program (IRP), FFA, or IAG):

Initial: Navy  & Lessee _____

LIFOC Brunswick ME
N47692-14-RP-14P14

13.6.1 To conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, testpitting, testing soil borings and other activities related to the cleanup program;

13.6.2 To inspect field activities of Government and its contractors and subcontractors in implementing the cleanup program;

13.6.3 To conduct any test or survey required by USEPA or the State of Maine relating to the implementation of the cleanup program or environmental conditions at the Leased Premises or to verify any data submitted to the USEPA or the State of Maine by the Government relating to such conditions.

13.6.4 To construct, operate, maintain or undertake any other response or remedial action as required or necessary under the cleanup program, including but not limited to monitoring wells, pumping wells and treatment facilities.

13.7 Lessee agrees to comply with the provisions of any health or safety plan in effect under the IRP or the FFA during the course of any of the above described response or remedial actions. Any inspection, survey, investigation or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by Lessee and any sublessee. Lessee and sublessees, and licensees shall have no claim on account of such entries against the United States or any officer, agent, employee, contractor or subcontractor thereof. In addition, Lessee shall comply with all applicable Federal, State and local occupational safety and health regulations.

13.8 Lessee shall not conduct or permit its sublessees to conduct any subsurface excavation, digging, drilling or other disturbance of the surface without the prior written approval of Government. Lessee and sublessees shall be prohibited from conducting demolition activities, disturbance of existing wetlands, surface water, sediment or storm water drainage systems, utility tie-ins or any other alterations below the ground surface.

13.9 Lessee further agrees that in the event of any sublease of the Leased Premises, Lessee shall provide to USEPA and the State of Maine, by certified mail, a copy of the sublease of the Leased Premises within fourteen (14) calendar days after the effective date of such transaction. Lessee may delete the financial terms and any other proprietary information from the copy of any agreement of sublease furnished pursuant to this condition.

13.10 Storage, treatment or disposal of toxic or hazardous materials on the Leased Premises is prohibited except as authorized by Government in accordance with 10 U.S.C. § 2692.

Initial: Navy SA & Lessee _____

LIFOC Brunswick ME
N47692-14-RP-14P14

13.11 If environmentally sensitive materials or substances are to be utilized within the Leased Premises under this Lease, the Lessee and its contractors or sublessees will provide a Hazardous Waste Management Plan to the Government for review and approval prior to the commencement of any action. The Lessee or its sublessee shall apply for and obtain its own Resource Conservation and Recovery Act (RCRA) generator identification number. Any hazardous waste permit number under the RCRA, or its State of Maine equivalent, shall be limited to generation and transportation. The Lessee shall not, under any circumstances, allow any hazardous waste to remain on or about the Leased Premises for any period in excess of 90 days. Any violation of this requirement shall be deemed a material breach of this Lease. Government hazardous waste storage areas or management facilities will not be available to the Lessee or any sublessee. The Lessee or any sublessee must provide, at its own expense, such hazardous waste storage facilities, complying with all laws and regulations, as it needs for temporary (less than 90 days) storage. Government accumulation points for hazardous waste will not be available to the Lessee or any sublessee. Neither will Lessee or sublessee permit its hazardous wastes to be commingled with hazardous waste of the Government.

13.11.1 Lessee shall comply with the hazardous waste permit requirements under the RCRA or its State of Maine equivalent and any other applicable laws, rules or regulations. Lessee must provide at its own expense such hazardous waste storage facilities complying with all laws and regulations.

13.12 Lessee and any sublessee shall have a completed and Government-approved plan for responding to hazardous waste, fuel and other chemical spills prior to commencement of operations on the Leased Premises. Such plan shall be independent of the Navy's plan. Should the Government provide any personnel or equipment whether for initial fire response and/or spill containment, or otherwise on request of Lessee or sublessee, or because Lessee or sublessee was not, in the opinion of Government, conducting timely cleanup actions, the Lessee agrees to reimburse Government for its costs in association with such response or cleanup.

13.13 Government is not responsible for any removal or containment of Asbestos Containing Material (ACM) in/on the buildings, Lead Based Paint (LBP) in/on the buildings, or Polychlorinated Biphenyls (PCBs). If Lessee intends to make any improvements or repairs that require the removal of asbestos, an appropriate asbestos disposal plan must be incorporated into the plans and specifications and submitted to Government. The asbestos disposal plan will identify the proposed disposal site for the asbestos, or in the event the site has not been identified, will provide for disposal at a licensed facility authorized to receive it. Lessee and any sublessee must sign the certifications titled "Asbestos-Containing Materials Hazard Disclosure and

Acknowledgement Form” and “Lead Based Paint Hazard Disclosure and Acknowledgement Form”, marked **Exhibits “F” and “G”**, respectively.

13.13.1 ACM in/on the buildings which during the period of this Lease becomes damaged or deteriorated through the passage of time, as the result of a natural disaster or as a consequence of Lessee’s activities under this Lease, including but not limited to any emergency, will be abated by Lessee at its sole cost and expense. In an emergency, Lessee will notify Government as soon as practicable of its emergency ACM responses. Lessee shall be responsible for monitoring the condition of existing ACM in/on the buildings on the Leased Premises for deterioration or damage and accomplishing repairs or abatement pursuant to the applicable conditions of this Lease.

13.14 Lessee and sublessees shall not use or access groundwater, and shall not disturb or cause to be disturbed monitoring wells or equipment located on the Leased Premises.

13.15 Lessee and Sublessee are not permitted to use or apply any pesticide or herbicide, without written approval from the Government’s BEC. Any pesticide/herbicide applicators must be licensed and certified with the State of Maine and are responsible for complying with all associated requirements. Lessee and Sublessee shall furnish to the Navy copies of any material application information.

The Lessee is hereby notified that the Leased Premises may contain pesticide residue from pesticides that have been applied in the management of the property. The Government knows of no use of any registered pesticide in a manner inconsistent with its labeling and believes that all applications were made in accordance with the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA - 7 U.S.C. Sec. 136, et seq.), its implementing regulations, and according to the labeling provided with such substances. It is the Government's position that, other than as described in the ECP, it shall have no obligation under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sections 9620(h)(3)(A)(ii), for the remediation of legally applied pesticides.

14. TERMINATION.

14.1 Termination Upon Tender of Deed. Upon the occurrence of either of the following, the passing of ten (10) days after the Government tenders to Lessee, in accordance with the Purchase Agreement, or the Airport Application and applicable law, a good and sufficient Quitclaim Deed conveying fee title to any portion of the Leased Premises (each such portion hereinafter referred to as “Conveyed Portion”), or the acceptance by the Lessee of the Government tendered Quitclaim Deed, whichever occurs first, (i) this Lease shall automatically terminate with respect to the applicable Conveyed

Initial: Navy  & Lessee _____

LIFOC Brunswick ME
N47692-14-RP-14P14

Portion as if such date were the stated expiration date contained herein and neither party shall have any further obligations under this Lease with respect to the Conveyed Portion (other than any obligations which expressly survive termination of this Lease), (ii) all references to the Leased Premises shall be deemed to exclude such Conveyed Portion, and (iii) this Lease shall continue in full force and effect with respect to the remainder of the Leased Premises.

14.1.1 This Lease shall immediately terminate upon Lessee's failure or refusal to accept the Government's tender of a good and sufficient Quitclaim Deed in connection with and in accordance with the requirements of an Additional Closing, as defined in the Purchase Agreement, or in accordance with the Airport Application conveying fee title to any Conveyed Portion, which refusal shall constitute a material breach of this Lease.

14.2 Government Termination. The Government shall have the right to terminate this Lease, at any time:

- (i) upon Lessee's failure to perform or fulfill any material obligation, condition, term or agreement contained in this Lease required on the part of the Lessee to be performed or fulfilled, or
- (ii) in the event that the use is incompatible with the NEPA ROD, or
- (iii) in the event of a national emergency as declared by the President or the Congress of the United States.

The Government's right to terminate this Lease may only be exercised if the Lessee does not cure or cause to be cured such failure within thirty (30) days (or more if authorized in writing by the Government) after receipt of the written notice from the Government specifying the alleged failure. If such default is not capable of cure within thirty (30) days, the Lessee shall have such additional period of time as is necessary to cure such alleged default, so long as the Lessee commences and diligently prosecutes to completion such cure. In the event that the Government shall elect to terminate this Lease on account of the breach by the Lessee of any of the terms and conditions, Government shall be entitled to recover and Lessee shall pay to the Government:

14.2.1 The costs incurred in reacquiring possession of the Leased Premises.

14.2.2 The costs incurred in performing any obligation on the part of the Lessee to be performed hereunder.

14.2.3 An amount equal to the aggregate of any maintenance obligations and charges assumed hereunder and not paid or satisfied, which amounts shall

Initial: Navy  & Lessee _____

LIFOC Brunswick ME
N47692-14-RP-14P14

be due and payable at the time when such obligations and charges would have accrued or become due and payable under this Lease.

14.3 Termination by Lessee. The Lessee shall have the right to terminate this Lease at any time upon thirty (30) days written notice to Government's Real Estate Contracting Officer or authorized representative or in the event of damage to or destruction of all of the improvements on the Leased Premises or such a substantial portion thereof as to render the Leased Premises incapable of use for the purposes for which it is leased hereunder, provided:

14.3.1 The Government's Real Estate Contracting Officer or authorized representative either has not authorized or directed the repair, rebuilding or replacement of the improvements or has made no provision for payment for such repair, rebuilding or replacement by application of insurance proceeds or otherwise; and

14.3.2 That such damage or destruction was not occasioned by the fault or negligence of Lessee or any of its officers, agents, servants, employees, sublessees, licensees or invitees, or by any failure or refusal on the part of Lessee to fully perform its obligations under this Lease.

14.4 If the Government requires Lessee to vacate all or a substantial portion of the Leased Premises pursuant to Section 14 of this Lease for a period in excess of thirty (30) days, Lessee may terminate this Lease by written notice to Government given at any time while Lessee shall continue to be denied use of all or a substantial portion of the Leased Premises. Lessee shall thereafter surrender possession of the Leased Premises within fifteen (15) calendar days of such notice.

14.5 Environmental Contamination. In the event environmental contamination is discovered on the Leased Premises which creates, in the Government's determination, an imminent and substantial endangerment to human health or the environment, and notwithstanding any other termination rights and procedures contained in this Lease, the Lessee shall vacate, or require any sublessee to vacate, the Leased Premises immediately upon notice from the Government, of the existence of such a condition and the requirement to so vacate the Leased Premises. Exercise of this right by the Government shall be without liability except that the Lessee shall not be responsible for the payment of Rent, the amount of deduction to be determined on a daily pro rata basis, during the period the Leased Premises is vacated. The Government's exercise of this right herein to order the Leased Premises immediately vacated does not alone constitute a termination of the Lease, but such right may be exercised in conjunction with any other termination rights provided in this Lease or by law.

15. INDEMNIFICATION BY LESSEE - GOVERNMENT NON-LIABILITY.

15.1 The Lessee shall indemnify, defend, and save the Government harmless to the extent authorized under applicable law, and shall pay all costs, expenses, and reasonable attorney's fees for all trial and appellate levels and post-judgment proceedings in connection with any fines, suits, actions, damages, liability, and causes of action of every nature whatsoever (civil or criminal) arising or growing out of, or in any manner connected with, the occupation or use of the Leased Premises by the Lessee and the employees, subtenants, agents, servants, guests, invitees and contractors of the Lessee, including but not limited to, any fines, claims, demands, and causes of action of every nature whatsoever which may be made upon, sustained, or incurred by the Government by reason of any breach, violation, omission, or non-performance of any term, covenant, or condition hereof on the part of the Lessee or the employees, subtenants, agents, servants, guests, invitees or contractors of the Lessee; provided, however, this indemnity shall not extend to matters caused by the Government's or third party's negligent or willful acts. This covenant shall survive the termination of this Lease.

15.1.1 Lessee shall require each and every sublessee to independently indemnify, defend and save the Government harmless without condition or limitation, and shall pay all costs, expenses and reasonable attorney's fees for all trial and appellate levels and post judgment proceedings in connection with any fines, suits, actions, damages, liability, causes of action of every nature whatsoever arising or growing out of, or in any manner connected with, the occupation or use of the Leased Premises by the sublessee and the employees, agents, servants, guests, invitees and contractors of sublessee, including, but not limited to, any fines, claims, demands and causes of action of every nature whatsoever which may be made upon, sustained or incurred by Government by reason of any breach, violation, omission or non-performance of any term, covenant or condition hereof on the part of the sublessee or the employees, agents, servants, guests, invitees and contractors of sublessee; however, this indemnity shall not extend to matters caused by the Government's or third party's negligent or willful acts. This covenant shall survive the termination of this Lease and any sublease.

15.2 To the extent permitted by law, the Lessee covenants that it will indemnify and save and hold harmless the Government, its officers, agents, and employees for and from any and all liability or claims for loss of or damage to any property owned by or in the custody of the Lessee, or for the death of or injury to any of the same which may arise out of or be attributable to the Lessee's use or occupancy of the Leased Premises, or the furnishing of any services hereunder by Lessee, or any interruption therein or failure thereof caused by the Lessee, whether or not the same was caused by the negligence or willful misconduct of the Lessee, provided; however, this indemnity shall not extend to matters caused by or resulting in whole or in part from acts or omissions by the

Initial: Navy  & Lessee _____

LIFOC Brunswick ME
N47692-14-RP-14P14

Government, its officials, agents, employees, contractors, tenants, guests or invitees. This covenant shall survive the termination of this Lease.

15.2.1 Lessee shall require each and every sublessee to independently indemnify and save and hold harmless the Government, its officers, agents, and employees for and from any and all liability or claims for loss of or damage to any property owned by or in the custody of the Lessee, or for the death of or injury to any of the same which may arise out of or be attributable to the Lessee's use or occupancy of the Leased Premises, or the furnishing of any services hereunder by Lessee, or any interruption therein or failure thereof caused by the Lessee, whether or not the same was caused by the negligence or willful misconduct of the Lessee, provided; however, this indemnity shall not extend to matters caused by or resulting in whole or in part from acts or omissions by the Government, its officials, agents, employees, contractors, tenants, guests or invitees. This covenant shall survive the termination of this Lease.

16. LESSEE'S LIABILITY EXTENDS TO ITS CONTRACTORS AND SUBLESSEES. The Lessee's liability shall extend to the performance of work or the use of the Leased Premises by any contractor or sublessee of the Lessee under this Lease.

17. INSURANCE.

17.1 In the event that any item or part of the Leased Premises, including the Related Personal Property, shall require repair, rebuilding or replacement resulting from loss or damage, the risk of which is assumed under this Section 17, the Lessee shall promptly give notice thereof to the Government, and shall, upon demand of the Government, either compensate the Government for such loss or damage, or rebuild, replace, or repair the item or items of the Leased Premises, including the Related Personal Property, so lost or damaged.

17.2 All Risk: Lessee shall in any event and without prejudice to any other rights of the Government bear all risk of loss or damage to the Leased Premises, including the Related Personal Property, occupied or used by Lessee or any of its sublessees, arising from any causes whatsoever, or in any manner connected with the occupation or use of the Leased Premises by Lessee or any sublessee, or by a risk customarily covered by insurance in the locality in which the Leased Premises is situated, even where such loss or damage stems from causes beyond Lessee's control. In the event that any item or part of the Leased Premises, including the Related Personal Property, shall require repair, rebuilding or replacement resulting from loss or damage, the risk of which is assumed under this section, Lessee shall promptly give notice thereof to the Government, and shall, upon demand of the Government, either compensate the

Government for such loss or damage, or rebuild, replace, or repair the item or items of the Leased Premises, including the Related Personal Property, so lost or damaged.

17.3 Lessee's Insurance: During the entire period this Lease shall be in effect, Lessee shall, at its expense, carry and maintain the insurance required below:

17.3.1 All-risks property and casualty insurance against the risks enumerated in Subsection 17.1, in an amount at all times equal to at least 100 percent of the full insurable value of the improvements and Related Personal Property within the Leased Premises.

17.3.2 Commercial General Liability (CGL) insurance including, but not limited to, insurance against assumed or contractual liability under this Lease, with respect to the Leased Premises and improvements hereon, to afford protection with per occurrence limits of not less than \$5,000,000 and \$5,000,000 in the aggregate in the event of bodily injury or death to any number of persons in any one accident and for property damage.

17.3.3 Workman's compensation or similar insurance in form and amounts required by law.

17.3.4 Automobile liability coverage for any automobile of not less than \$1,000,000 per person and not less than \$2,000,000 per occurrence for personal injury or death, and not less than \$1,000,000 per occurrence for property damage.

17.4 Lessee's Contractor's and Sublessee's Insurance: During the entire period this Lease shall be in effect, the Lessee shall require its contractors or sublessees, or any contractor performing work on the Leased Premises to carry and maintain the insurance required below:

17.4.1 For Sublessees: Commercial General Liability insurance including, but not limited to coverage of not less than the amounts set forth in Exhibit "A" with respect to personal injury or death and with respect to property damage. The comprehensive general liability shall contain a per project aggregate endorsement.

17.4.2 For Contractors, Commercial General Liability insurance including, but not limited to, coverage of \$1,000,000 per occurrence with not less than \$1,000,000 general aggregate with respect to personal injury or death and with respect to property damage.

17.4.3 Workman's compensation or similar insurance in form and amounts required by law.

Initial: Navy  & Lessee _____

LIFOC Brunswick ME
N47692-14-RP-14P14

17.4.4 Automobile liability coverage of not less than \$1,000,000 per person and not less than \$2,000,000 per occurrence for personal injury or death, and not less than \$1,000,000 per occurrence for property damage.

17.5 Policy Provisions: All insurance which this Lease requires Lessee or sublessee to carry and maintain or cause to be carried or maintained shall be in such form, for such periods of time, and with such insurers as Government may reasonably require or approve. All policies or certificates issued by the respective insurers for public liability and all-risks property insurance will name Government as an additional insured; provide that any losses shall be payable notwithstanding any act or failure to act or negligence of the Lessee or Government or any other person; provide that no cancellation, reduction in amount or material change in coverage thereof shall be effective until at least thirty (30) days after receipt by Government of written notice thereof; provide that the insurer shall have no right of subrogation against Government; and be reasonably satisfactory to the Government in all other respects. In no circumstances will the Lessee be entitled to assign to any third party rights of action which Lessee may have against the Government.

17.6 Delivery of Policies: Lessee and sublessees shall deliver or cause to be delivered promptly to Government a certificate of insurance evidencing the insurance required by this Lease and shall also deliver no later than thirty (30) days prior to expiration of any such policy, a certificate of insurance evidencing each renewal policy covering the same risks.

18. LABOR PROVISION.

18.1 Equal Opportunity. During the term of this Lease, the Lessee agrees as follows:

18.1.1 The Lessee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Lessee will take affirmative action to ensure that applicants are employed and that the Lessee's or sublessee's employees are to be treated during employment without regard to their race, color, religion, sex, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, selection for training, including apprenticeship. The Lessee agrees to post, in conspicuous places, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause.

18.1.2 The Lessee will, in all solicitations or advertisements for employees placed by or on behalf of the Lessee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

18.1.3 The Lessee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the Government, advising the labor union or worker's representative of the Lessee's commitments under this Equal Opportunity Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

18.1.4 The Lessee will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and with the rules, regulations, and relevant orders of the Secretary of Labor.

18.1.5 The Lessee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor or pursuant thereto, and will permit access to its books, records, and accounts by the Government and the Secretary of Labor for purposes of investigating to ascertain compliance with such rules, regulations, and orders.

18.1.6 In the event of the Lessee's noncompliance with the Equal Opportunity Clause of this Lease or with any said rules, regulations, or orders, this Lease may be canceled, terminated, or suspended in whole or in part, and the Lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

18.1.7 The Lessee will include the above provisions in every sublease or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, so that such provisions will be binding upon each sublessee or vendor. Lessee will take such action with respect to any sublessee or purchase order as the Government may reasonably direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Lessee becomes involved in, or is threatened with, litigation with the sublessee or vendor as a result of such direction by the

Initial: Navy  & Lessee _____

LIFOC Brunswick ME
N47692-14-RP-14P14

Government, the Lessee may request the Government to enter into such litigation to protect the interests of the Government.

18.2 Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330). This Lease, to the extent that it is a contract of a character specified in the Contract Work Hours Standards Act (40 U.S.C. 327-330) and is not covered by the Walsh-Healy Public Contracts Act (41 U.S.C. 35-45), is subject to the following provisions and exceptions of said Contract Work Hours and Safety Standards Act and to all other provisions and exceptions of said law:

18.2.1 The Lessee shall not require or permit any laborer or mechanic any workweek in which he is employed on any work under this Lease to work in excess of 40 hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of 40 hours in such workweek. The "basic rate of pay", as used in this clause, shall be the amount paid per hour, exclusive of the Lessee's contribution or cost for fringe benefits and any cash payment made in lieu of providing fringe benefits, or the basic hourly rate contained in the wage determination, whichever is greater.

18.2.2 In the event of any violation of the provisions of Subsection 18.2.1, the Lessee shall be liable to any affected employee for any amounts due and to the Government for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of Subsection 18.2.1 in the sum of \$10.00 for each calendar day on which such employee was required or permitted to be employed on such work in excess of the standard workweek of 40 hours without payment of the overtime wages required by Subsection 18.2.1.

18.3 In connection with the performance of work required by this Lease, Lessee agrees not to employ any person undergoing a sentence of imprisonment unless the utilization of prisoners is in conformity with the provisions of Executive Order 11755.

19. SUBMISSION OF NOTICES.

19.1. Notices. Notices shall be sufficient under this Lease if made in writing and submitted, via certified mail or via a recognized overnight carrier, in the case of the Lessee to:

Steven Levesque, Executive Director
Midcoast Regional Redevelopment Authority
2 Pegasus Street, Suite 1, Unit 200
Brunswick, Maine 04011

Initial: Navy  & Lessee _____

LIFOC Brunswick ME
N47692-14-RP-14P14

and, in the case of the Government, to:

Real Estate Contracting Officer
NAVFAC, BRAC Program Management Office East
4911 South Broad Street, Bldg. 679
Philadelphia, PA 19112

The above-named individuals or offices so designated shall be the representatives of the parties and the points of contact during the period of this Lease. All notices, demands or other communications to be given, made or sent by either party to the other under this Lease shall be deemed to have been fully given, made or sent on the earlier of (i) actual receipt or (ii), five days after being mailed, by registered or certified mail, or via a recognized overnight carrier, and addressed to the parties as described above.

20. STORAGE. Any Government property which is not Related Personal Property, which must, in the Lessee's determination, be removed to permit exercise of the privilege granted by this Lease shall be stored, relocated, or removed from the site and returned to a specified location designated by the Government within the confines of the Leased Premises, upon termination of this Lease, at the sole cost and expense of the Lessee.

21. AUDIT. This Lease shall be subject to audit by any and all cognizant Government agencies. The Lessee shall make available to such agencies for use in connection with such audits all records which it maintains with respect to this Lease and copies of all reports required to be filed hereunder.

22. INTEREST. Notwithstanding any other provision of this Lease, unless paid within thirty (30) days, all amounts that become payable by the Lessee to the Government under this Lease (net of any applicable tax credit under the Internal Revenue Code) shall bear interest from the date due. The rate of interest will be the Current Value of Funds Rate published by the Secretary of the Treasury pursuant to 31 U.S.C 3717 (Debt Collection Act of 1982). Amounts shall be due upon the earliest of (a) the date fixed pursuant to this Lease; (b) the date of the first written demand for payment, consistent with this Lease, including demand consequent upon default termination; (c) the date of transmittal by the Government to the Lessee of a proposed supplemental agreement to confirm completed negotiations fixing the amount; or (d) if this Lease provides for revision of prices, the date of written notice to the Lessee stating the amount of refund payable in connection with a pricing proposal or in connection with a negotiated pricing agreement not confirmed by Lease supplement.

23. MODIFICATION. This Lease shall not be modified unless in writing and signed by both parties. No oral statements or representations made by, for, or on behalf of either party shall be a part of this Lease.

24. FAILURE TO INSIST ON COMPLIANCE. The failure of the Government hereunder to insist, in any one or more instances, upon performance of any of the terms, covenants, or conditions of this Lease shall not be construed as a waiver or relinquishment of the Government's right to the future performance of any such terms, covenants, or conditions, and the Lessee's obligations in respect of such future performance shall continue in full force and effect.

25. DISPUTES.

25.1 This Lease is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613) (the Act).

25.2 Except as provided in the Act, all disputes arising under or relating to this Lease shall be resolved under this clause.

25.3 "Claim", as used in this clause, means a written demand or written assertion by the Lessee or the Government seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of Lease terms, or other relief arising under or relating to this Lease. A claim arising under this Lease, unlike a claim relating to this Lease, is a claim that can be resolved under a Lease clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by Subsection 25.4.1 below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

25.4 A claim by the Lessee shall be made in writing and submitted within six (6) years after accrual of the claim to the Director, NAVFAC, BRAC Program Management Office ("PMO") East, for a written decision. A claim by the Government against the Lessee shall be subject to a written decision by the Director, NAVFAC, BRAC PMO East.

25.4.1 The Lessee shall provide the certification specified in Subsection 25.4. 3 of this clause when submitting any claim—

(A) Exceeding \$100,000; or

Initial: Navy ST & Lessee _____

LIFOC Brunswick ME
N47692-14-RP-14P14

(B) Regardless of the amount claimed, when using:
(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or (2) any other alternative means of dispute resolution (ADR) technique that the agency elects to use in accordance with the Administrative Dispute Resolution Act (ADRA).

25.4.2. The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

25.4.3 The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Lessee believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Lessee."

25.4.4 The certification may be executed by any person duly authorized to bind the Lessee with respect to the claim.

25.5 For Lessee claims of \$100,000 or less, the Director, NAVFAC, BRAC PMO East, must, if requested in writing by the Lessee, render a decision within sixty (60) days of the request. For Lessee-certified claims over \$100,000, the Director, NAVFAC, BRAC PMO East, must, within sixty (60) days, decide the claim or notify the Lessee of the date by which the decision will be made.

25.6 The Director, NAVFAC, BRAC PMO East decision shall be final unless the Lessee appeals or files a suit as provided in the Act.

25.7 At the time a claim by the Lessee is submitted to the Director, NAVFAC, BRAC PMO East, or a claim by the Government is presented to the Lessee, the parties, by mutual consent, may agree to use ADR, pursuant to 5 U.S.C. 575-580. When using arbitration conducted pursuant to 5 U.S.C. 575-580, or when using any other ADR technique that the agency elects to employ in accordance with the ADRA, any claim, regardless of amount, shall be accompanied by the certification described in Subsection 25.4.3 of this clause, and executed in accordance with Subsection 25.4.4 of this clause.

25.8 The Government shall pay interest on the amount found due and unpaid by the Government from (1) the date the Director, NAVFAC, BRAC PMO East receives the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date the Director, NAVFAC, BRAC PMO East initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury, as

Initial: Navy  & Lessee _____

provided in the Act, which is applicable to the period during which the Director, NAVFAC, BRAC PMO East receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

25.9 The Lessee shall proceed diligently with the performance of the Lease, pending final resolution of any request for relief, claim, appeal, or action arising under the Lease, and comply with any decision of the Director, NAVFAC, BRAC PMO East.

26. COVENANT AGAINST CONTINGENT FEES. The Lessee warrants that no person or agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Lease without liability or in its discretion to require the Lessee to pay, in addition to the rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

27. OFFICIALS NOT TO BENEFIT. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Lease or to any benefit to arise therefrom, but this provision shall not be construed to extend to this Lease if made with a corporation for its general benefit.

28. ESTOPPEL CERTIFICATES. Provided the facts support such a statement, Lessor and Lessee shall within 10 days of written request by the other, certify by written instrument as to the following:

- (i) That the Lease is unmodified and in full force and effect;
- (ii) That no default has occurred under the Lease which has not been waived, and no event has occurred which, but for the passage of time and/or the giving of notice, would constitute a default under the Lease;
- (iii) That to their best knowledge, there are no existing claimed set-offs or defenses against the enforcement of any of the agreements, terms, covenants or conditions of the Lease and any modifications of the Lease on the part of the other party to be performed or complied with; and
- (iv) The date of expiration of the term.

29. LIENS. The Lessee shall promptly discharge or cause to be discharged valid liens, rights in rem, claims, or demands of any kind, except one in favor of the Government, which at any time may arise or exist as a result of any action of Lessee or any sublessee with respect to the Leased Premises or materials or equipment furnished therefor, or any part thereof, and if the same shall not be promptly discharged by the

Initial: Navy  & Lessee _____

Lessee, or should the Lessee or sublessee be declared bankrupt or make an assignment on behalf of creditors, or should this Leasehold estate be taken by execution, the Government reserves the right to take immediate possession without any liability to the Lessee or any sublessee. The Lessee and any sublessee shall be responsible for all costs incurred by the Government in securing clear title to its property.

30. EXPENSE. Any cost, expense or liability connected with or in any manner incident to the performance of this Lease shall be assumed and discharged by the Lessee.

31. TAXES. Lessee shall pay to the proper authority, when and as the same become due and payable, all taxes, assessments, and similar charges which, at any time during the term of this Lease, may be imposed upon the Lessee with respect to the Leased Premises. Section 2667(f) of title 10, United States Code, contains the consent of Congress to the taxation of the Lessee's interest in the Leased Premises, whether or not the Leased Premises are in an area of exclusive Federal jurisdiction. Should Congress consent to taxation of the Government's interest in the Leased Premises, this Lease will be renegotiated.

32. SUBJECTION TO EXISTING EASEMENTS AND RIGHTS OF WAY.

32.1 This Lease is subject to all outstanding easements and rights-of-way for location of any type of facility over, across, in and upon the Leased Premises or any portion thereof and to the right of the Government to grant such additional easements and rights-of-way over, across, in and upon the Leased Premises as it shall determine to be in the public interest; provided that any such additional easement or right-of-way shall be conditioned on the assumption by the grantee thereof of liability to the Lessee for such damages as the Lessee shall suffer for property destroyed or property rendered unusable on account of the grantee's exercise of its rights thereunder. There is hereby reserved to (i) the holders of such easements and rights-of-way as are presently outstanding or which may hereafter be granted, (ii) to any workers officially engaged in the construction, installation, maintenance, operation, repair or replacement of facilities located thereon, and (iii) to any Federal, State or local official engaged in the official inspection thereof, such reasonable rights of ingress and egress over the Leased Premises as shall be necessary for the performance of their duties with regard to such facilities. Any easements proposed subsequent to the effective date of this Lease shall be coordinated with the Lessee.

32.2 The Lessee shall not interfere with or otherwise disturb Government-owned roads, structures, facilities, pipelines, or conduits located on the Leased Premises and necessary for or related to ongoing Government remediation activities without the prior written consent of the Government.

33. INGRESS-EGRESS. The Lessee and any sublessees shall be granted reasonable access to the Leased Premises. Such access will be coordinated with the local representative of the Government. As a condition, the Lessee and any sublessee agrees to adhere to all Government rules and regulations regarding security, ingress, egress, safety and sanitation as may be prescribed from time to time by the Local Government Representative.

34. ADMINISTRATION. Except as otherwise provided for under this Lease, the Real Estate Contracting Officer, NAVFAC BRAC PMO East, under the direction of Director, NAVFAC BRAC PMO East, shall have complete charge of the administration of this Lease and shall exercise full supervision and general direction thereof insofar as the interests of Government are affected.

35. SURRENDER. Should the Lease be terminated prior to conveyance of the Leased Premises, the Lessee shall quietly and peacefully remove itself and its property from the Leased Premises and surrender the possession thereof to the Government. During such period prior to surrender, all obligations assumed by the Lessee under this Lease shall remain in full force and effect. The Government may, in its discretion, declare that any property which has not been removed from the Leased Premises upon termination provided for above, as abandoned property upon an additional thirty (30) days notice.

36. APPLICABILITY OF LAW. Lessee shall comply with all applicable Federal, State and local laws, rules and regulations which may arise by reason of this Lease. These include, but are not limited to, laws and regulations on the environment, construction of facilities, health, safety, food service, water supply, sanitation, use of pesticides, and licenses or permits required to conduct business (e.g. wetlands [EO 11990] and floodplains [EO 11988], Section 106 consultation under the National Historic Preservation Act and air quality conformity determinations under the Clean Air Act). Lessee and any sublessee are responsible for obtaining and paying for any permits required for its operations under the Lease.

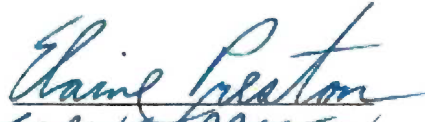
37. LESSEE PERFORMANCE. Whenever a duty or obligation of the Lessee is set forth under the terms and conditions of this Lease, performance may be satisfied by the Lessee or by the Lessee causing said performance to be completed. At the request of the Lessee, the Government shall recognize and accept from any party identified by the Lessee, as acting on the Lessee's behalf, the performance necessary to satisfy the duty or obligation of the Lessee.

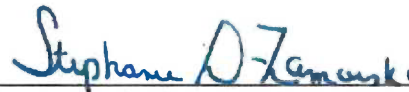
38. EFFECT ON RECIPROCAL EASEMENT AGREEMENT. Notwithstanding anything set forth herein to the contrary, in no event shall any provision

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the date first set forth above.

WITNESS

**THE UNITED STATES OF AMERICA
DEPARTMENT OF THE NAVY**


ELAINE PRESTON


Stephanie D. Zamorski
Real Estate Contracting Officer
NAVFAC, BRAC PMO East

Date: 4 Dec 2013

**MIDCOAST REGIONAL
REDEVELOPMENT AUTHORITY**


Kathy Paradis


Steven H. Levesque
Executive Director

Date: 12/6/13

Initial: Navy ____ & Lessee ____

LIFOC Brunswick ME
N47692-14-RP-14P14

EXHIBIT A

Description of Leased Premises

Initial: Navy S7 & Lessee _____

LIFOC Brunswick ME
N47692-14-RP-14P14

EXHIBIT A-1

SPECIFIC LEASE PROVISIONS

For Hangar 4, Building 490, Structure HH, Building No. 250, Building 648, Building 253, Building 81 and Parking Area adjacent to Building 51

Hangar 4, Building 490 and Structure HH situated on approximately 6.87 acres of land:

Paragraph 1 – Leased Premises:

The Leased Premises includes the Hangar 4 portion of Building 250/Hangar 4 Facility consisting of approximately 56,400 square feet, Building 490 (Lockheed Support Line Shack, 375 square feet), Structure HH (Smoking Shelter), the former Hangar 4 Satellite Accumulation Area (SAA), the parking lot on the east side of Building 250, and the aircraft apron on the north, west, and south sides of Building 250 located at the former Naval Air Station, Brunswick, Maine, as depicted on the drawing marked Attachment 1, attached hereto and made a part hereof.

Paragraph 4 – Use of Leased Premises:

The Leased Premises shall be used for purposes consistent with the approved Reuse Plan dated December 2007 and the NEPA Record of Decision (ROD) dated 26 January 2011. The purpose for which the property may be used is to support airport operations and tenant activities including aviation related business, contractor space, industry class I and II, parking facility, professional office, service business class I and II, special events, warehousing and storage.

Paragraph 6 – Leased Premises Delivered “As-Is, Where-Is”

6.1 Refer to the Joint Inspection and Inventory Report dated 26 November 2013, marked Exhibit C-1 of this Lease.

Paragraph 7 – Specific Environmental Lease Restrictions for the Leased Premises:

Refer to the Finding of Suitability to Lease (FOSL) dated 21 November 2013, Exhibit D-1 of this Lease. Lessee and its sublessee shall comply with all environmental notices, restrictions and provisions described in Exhibit D-1.

Paragraph 13 – Environmental Protection Provisions:

13.13 Refer to the Asbestos-Containing Material Hazard Disclosure and Acknowledgment Form and the Lead-Based Paint Hazard Disclosure and Acknowledgment Form marked Exhibits F-1 and G-1, respectively of this Lease.

Paragraph 17.4 – Sublessee's Insurance:

17.4. 1 For Sublessee's: Not less than \$1,000,000.00 per occurrence and not less than \$2,000,000.00 general aggregate with respect to personal injury or death, and with respect to property damage.

Building 250, Building 648 and Building 253 situated on approximately 2.93 acres of land:

Paragraph 1 – Leased Premises:

The Leased Premises includes Building No. 250 consisting of approximately 128,000 square feet of space, Building 648 (former Auxiliary Power Unit, 600 square feet), Building 253 (VR-62 Turnstile Entry Control Point, 240 square feet), Quarterdeck, elevator tower, emergency generator building, and adjacent asphalt parking area, containing approximately 2.93 acres of land located at the former Naval Air Station, Brunswick, Maine, as depicted on the drawing marked Attachment 2, attached hereto and made a part hereof.

Paragraph 4 – Use of Leased Premises:

Leased Premises shall be used for purposes consistent with the approved Reuse Plan dated December 2007 and the NEPA ROD dated 26 January 2011. The property may be used for the following purposes:

(1) The Third Deck portion of Building 250 may be subleased to Savi Systems, Inc. for business process outsourcing and transformation services, including but not limited to contact center operations, help desk operations, logistics and fulfillment, third party quality assurance analysis, training, staffing, and consulting;

(2) The AMID area of Building 250 may be used as a technology accelerator facility, known as "Tech Place", which will be a small business incubator for technology companies. The area may be used for companies specializing in aviation and aerospace, composites, information technology, biotech and energy.

(3) Building 648 may be used to support airport operations and tenant activities including aviation operations, aviation related business, contractor space, industry Class I

and II, parking facility, professional office, service business Class I and II, special events, warehousing and storage.

(4) Quarterdeck may be used to provide an entrance to the elevator tower for Lessee or Sublessee to access the Third Deck of Building 250.

(5) Building 253 includes the turnstile to provide security access to the aircraft apron.

Paragraph 6 – Leased Premises Delivered “As-Is, Where-Is”

6.1 Refer to the Joint Inspection and Inventory Report dated 26 November 2013, marked Exhibit C-2 of this Lease.

Paragraph 7 – Specific Environmental Lease Restrictions for the Leased Premises:

Refer to the Finding of Suitability to Lease (FOSL) dated 21 February 2013 and FOSL Addendum dated 3 December 2013, Exhibit D-2 of this Lease. Lessee and its sublessee shall comply with all environmental notices, restrictions and provisions described in Exhibit D-2.

Paragraph 13 – Environmental Protection Provisions:

13.13 Refer to the Asbestos-Containing Material Hazard Disclosure and Acknowledgment Form and the Lead-Based Paint Hazard Disclosure and Acknowledgment Form marked Exhibits F-2 and G-2, respectively of this Lease.

Paragraph 17.4 – Sublessee’s Insurance:

17.4. 1 For Sublessee’s: Not less than \$1,000,000.00 per occurrence and not less than \$2,000,000.00 general aggregate with respect to personal injury or death, and with respect to property damage.

Building 81 situated on approximately 0.9 acre of land:

Paragraph 1 – Leased Premises:

The Leased Premises includes Building No. 81 consisting of approximately 7,000 square feet, along with approximately 0.9 acre of paved and unpaved areas, located at the former Naval Air Station, Brunswick, Maine, as depicted on the drawing marked Attachment 3, attached hereto and made a part hereof.

Paragraph 4 – Use of Leased Premises:

Leased Premises shall be used for purposes consistent with the approved Reuse Plan dated December 2007 and the NEPA ROD dated 26 January 2011. The purpose for which the property may be used is for manufacture, warehousing, sales, and rental of tents and awnings by MRRA's sublessee, New England Tent and Awning.

Paragraph 7 – Specific Environmental Lease Restrictions for the Leased Premises:

Refer to the Finding of Suitability to Lease (FOSL) dated 29 March 2011, Exhibit D-3 of this Lease. Lessee and its sublessee shall comply with all environmental restrictions described in Exhibit D-3.

Paragraph 13 – Environmental Protection Provisions:

13.13 Refer to the Asbestos-Containing Material Hazard Disclosure and Acknowledgment Form and the Lead-Based Paint Hazard Disclosure and Acknowledgment Form marked Exhibits F-3 and G-3, respectively of this Lease.

Paragraph 17.4 – Sublessee's Insurance:

17.4. 1 For Sublessee's: Not less than \$3,000,000.00 per occurrence and not less than \$5,000,000.00 general aggregate with respect to personal injury or death, and with respect to property damage.

Building 51 Parking Area consisting of approximately 0.10 acre of land:**Paragraph 1 – Leased Premises:**

Leased Premises includes the Parking area adjacent to Building 51 containing approximately 0.10 acre of land, located at the former Naval Air Station, Brunswick, Maine, as depicted on the drawing marked Attachment 4, attached hereto and made a part hereof.

Paragraph 4 – Use of Leased Premises:

Leased Premises shall be used for purposes consistent with the approved Reuse Plan dated December 2007 and the NEPA ROD dated 26 January 2011. The sole purpose for which the property may be used is as a parking lot.

Paragraph 7 – Specific Environmental Lease Restrictions for the Leased Premises:

Initial: Navy SA & Lessee _____

Refer to the Finding of Suitability to Lease (FOSL) dated 21 May 2012, Exhibit D-4 of this Lease. Lessee and its sublessee shall comply with all environmental restrictions described in Exhibit D-4.

Paragraph 17.4 – Sublessee's Insurance:

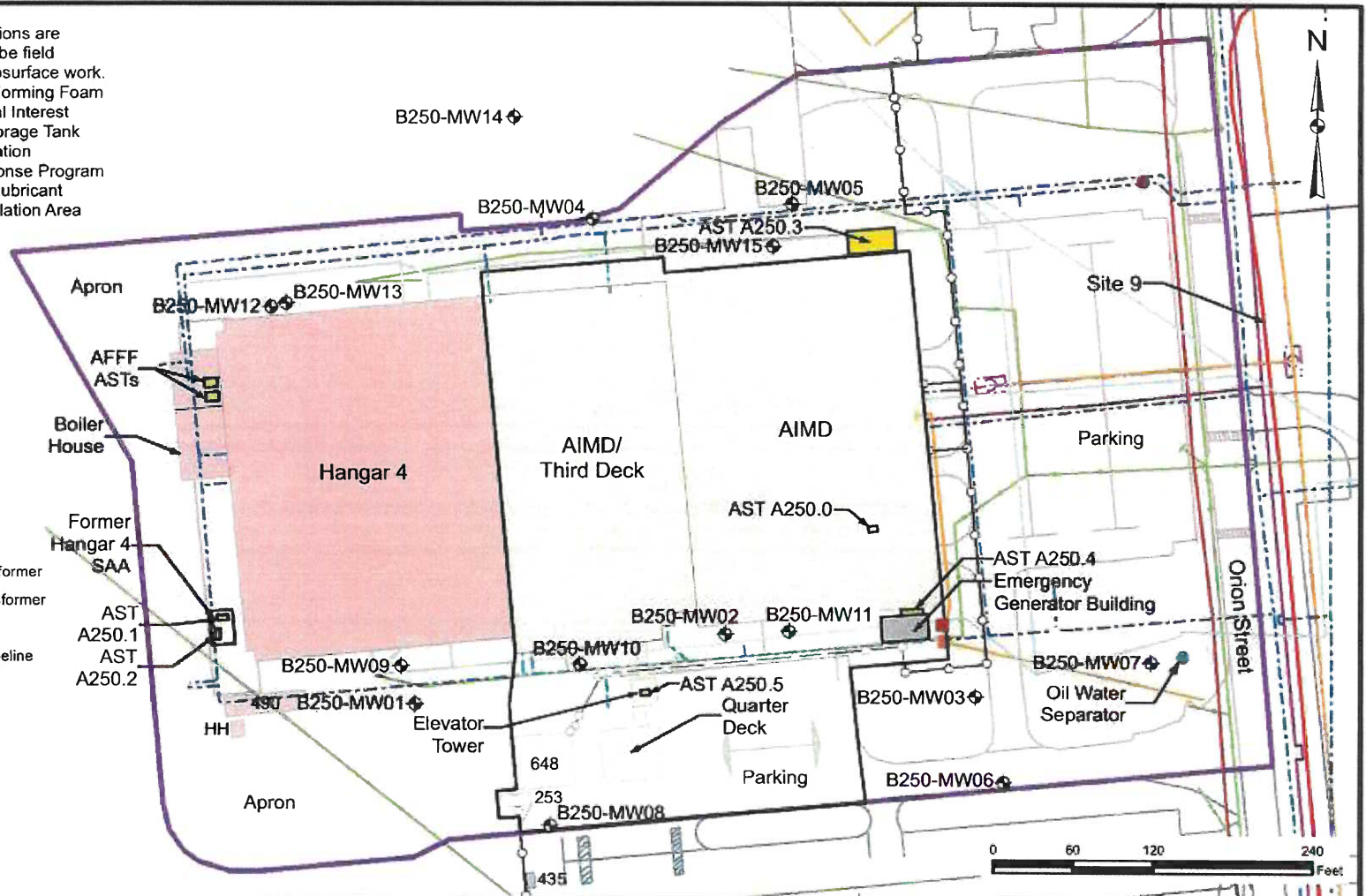
17.4. 1 For Sublessee's: Liability Limits: \$400,000.00, in accordance with Maine Tort Claims Act.

Initial: Navy SR & Lessee _____

Notes: Utility Line locations are approximate and must be field verified prior to any subsurface work.
 AFFF - Aqueous Film Forming Foam
 AOP1 - Area of Potential Interest
 AST - Aboveground Storage Tank
 IR - Installation Restoration
 MRP - Munitions Response Program
 POL - Petroleum, Oil, Lubricant
 SAA - Satellite Accumulation Area

Legend

- ◈ Monitoring Well
- ⊙ Oil Water Separator
- Pad-Mounted Transformer
- Pole-Mounted Transformer
- Base Boundary
- Abandoned Fuel Pipeline
- Fenceline
- Rail Line
- Electrical Lines
- Fiber Optic Lines
- Sewer Lines
- Steam Lines
- Storm Lines
- Water Line
- Natural Gas
- IR, POL, and MRP Sites and AOPIs
- AIR-12 Transfer Parcel
- Building 250 Lease Parcel
- Hangar 4 Lease Parcel
- Building

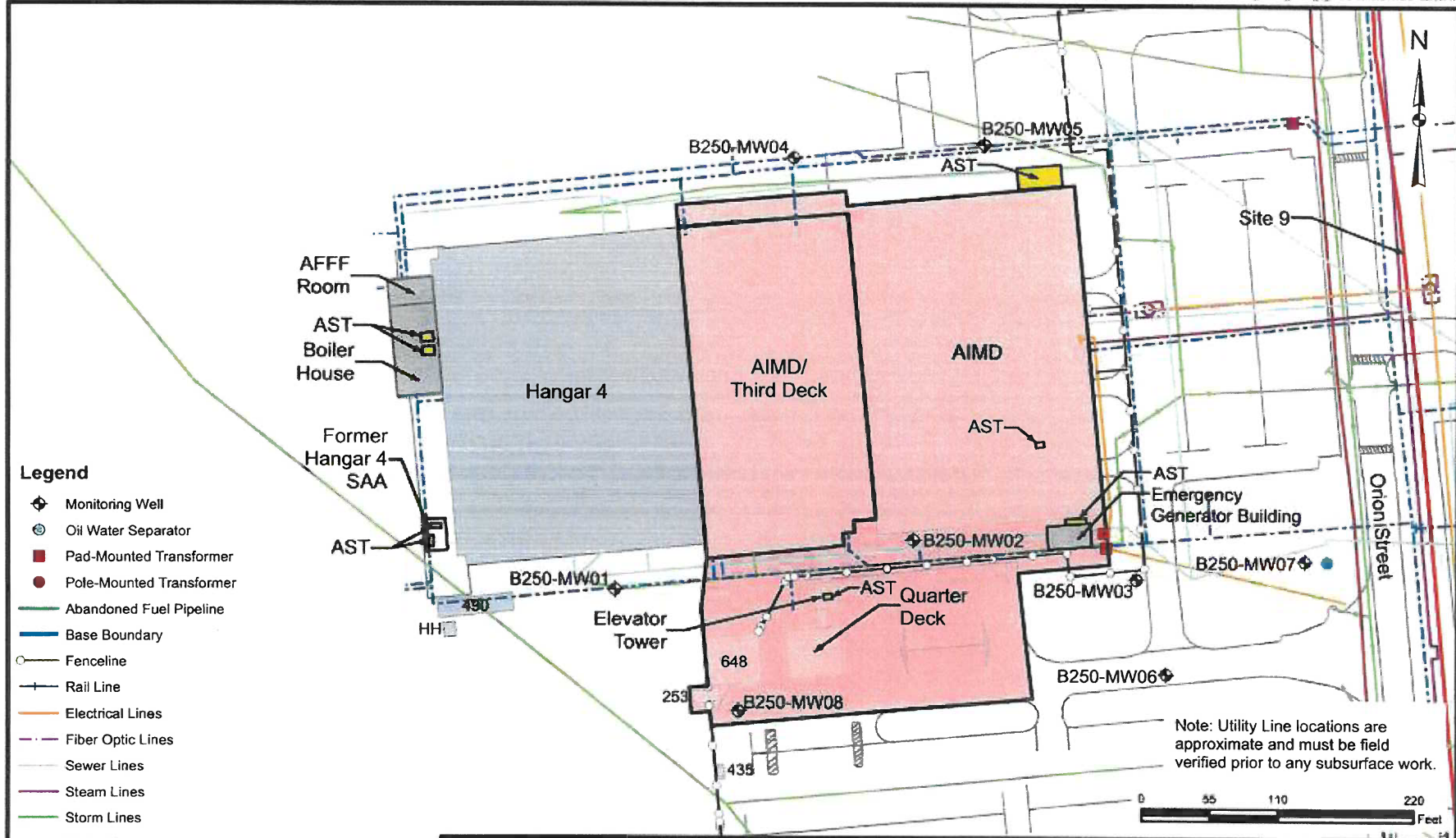


FORMER NAVAL AIR STATION BRUNSWICK
 BRUNSWICK, MAINE

FEATURES MAP

HANGAR 4
 FINDING OF SUITABILITY TO LEASE

SCALE PER SCALE BAR	
FLE	
Q1, NASS_FOSL_2013_2_FIG-2.MXD	
REV	DATE
0	11/05/13
FIGURE NUMBER	
B.2	



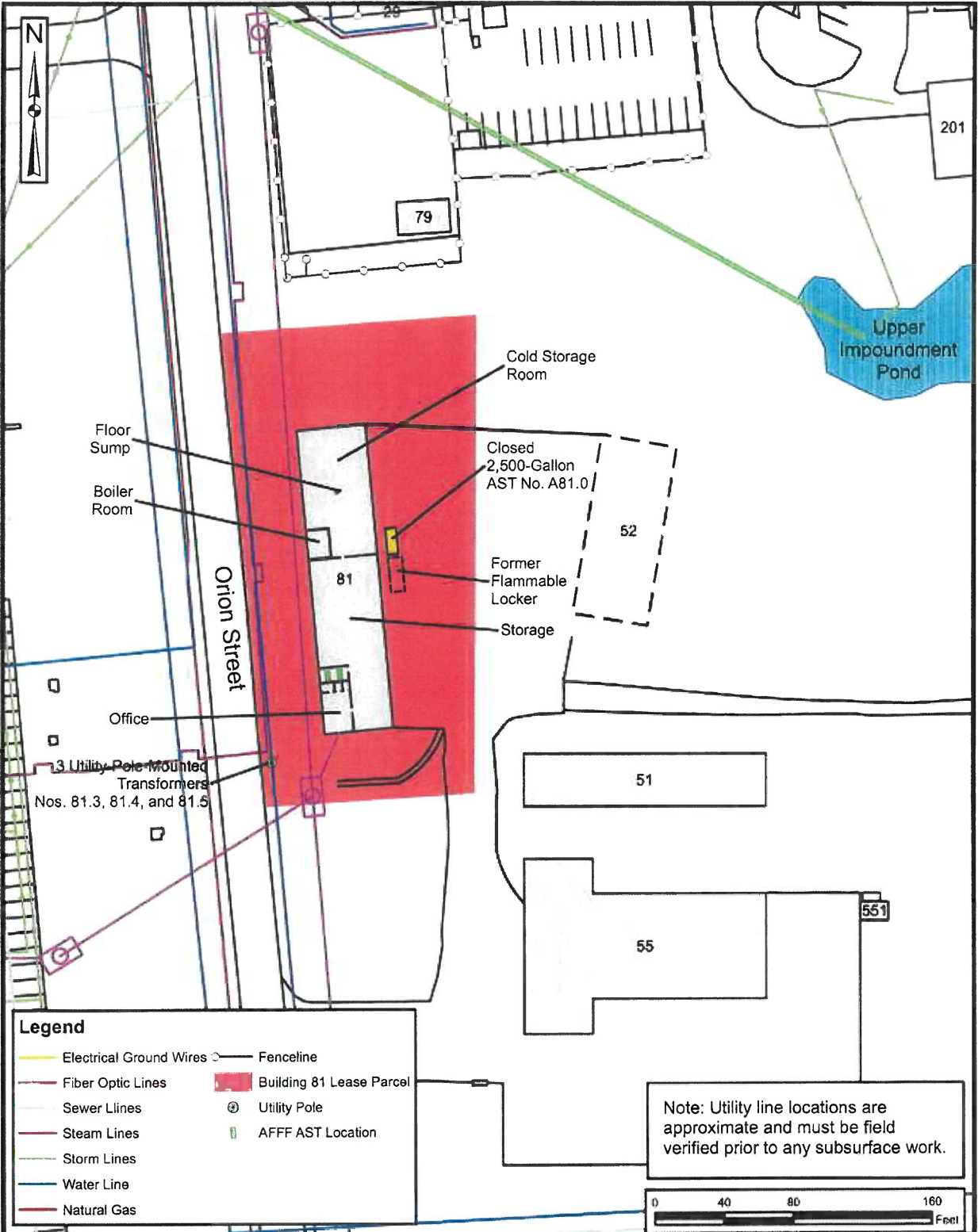
FORMER NAVAL AIR STATION BRUNSWICK
BRUNSWICK, MAINE

FEATURES MAP

BUILDING 250
FINDING OF SUITABILITY TO LEASE

SCALE	
PER SCALE BAR	
FILE	
G:\NASB_FOSL_2013_1_FIGB-2.MXD	
REV	DATE
0	02/08/13
FIGURE NUMBER	
B-2	

I:\2008\11900NAAS81_BLDG_81_FEATURES.MXD DWM 12/22/10



PARCEL FEATURES MAP
BUILDING 81 LEASE PARCEL
NAVAL AIR STATION BRUNSWICK
BRUNSWICK, MAINE

SCALE AS NOTED	
FILE I:\NASB_BLDG_81_FEATURES.MXD	
REV 0	DATE 12/22/10
FIGURE NUMBER FIGURE NO. B-3	

Building #51 Parking Lot
Excluding B51

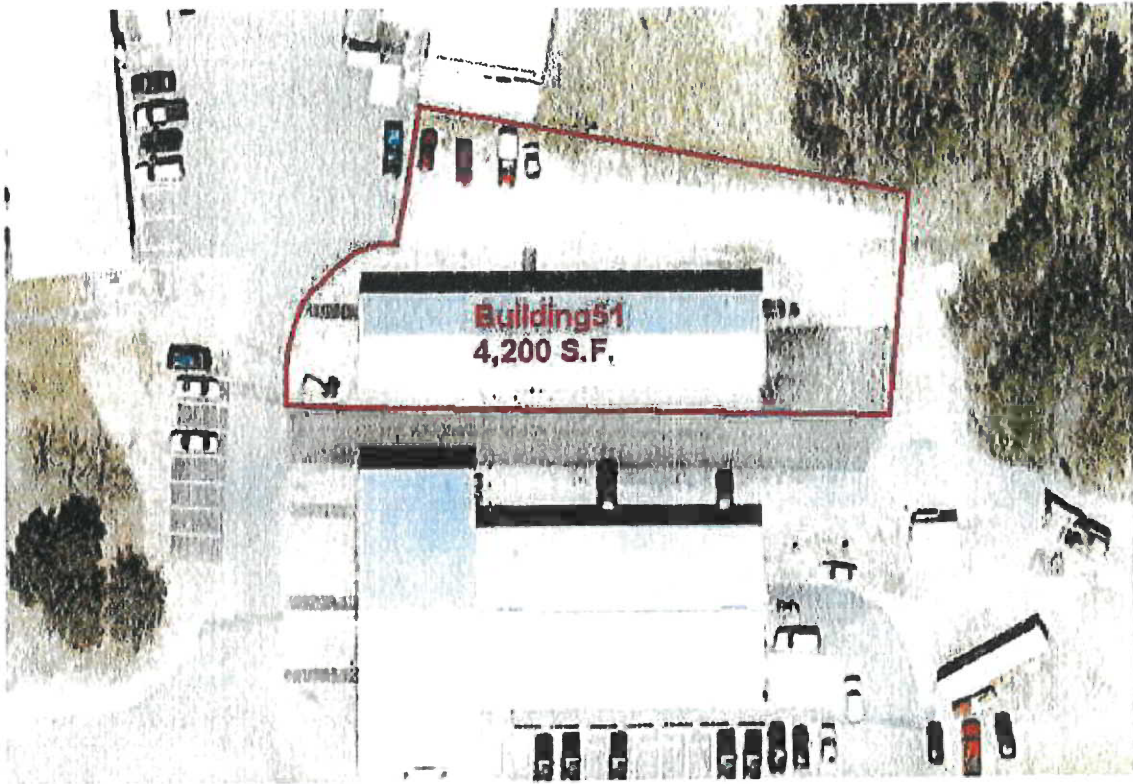


EXHIBIT B

Programmatic Agreement between the United States Navy and the Maine Historic
Preservation Officer dated September 27, 2010

Initial: Navy S7 & Lessee _____

LIFOC Brunswick ME
N47692-14-RP-14P14

PROGRAMMATIC AGREEMENT (PA)

BETWEEN THE UNITED STATES NAVY AND THE MAINE STATE HISTORIC PRESERVATION OFFICER (SHPO) ON THE LEASE AND PROPERTY TRANSFER OF PROPERTIES LOCATED AT NAVAL AIR STATION BRUNSWICK, MAINE AND TOPSHAM ANNEX, TOPSHAM, MAINE

WHEREAS, the United States Navy (Navy) is responsible for implementation of applicable provisions of the Defense Base Closure and Realignment Act of 1990 (Pub. L. 101-510), as amended in 2005, and the Navy is proceeding with the closure and disposal of excess and surplus property in a manner consistent with the "2005 Report to the President of Defense Base Closure and Realignment Commission," dated 8 September 2005; and

WHEREAS, the Navy has determined that the disposal of Naval Air Station (NAS) Brunswick and the McKeen Street Housing Annex, East Brunswick Radio Transmitter Site, and Topsham Annex in a manner consistent with the NAS Brunswick & Topsham Reuse Master Plans may have an effect upon historic properties, which may be eligible for inclusion in the National Register of Historic Places (NRHP); and

WHEREAS, the Navy has consulted with the Maine State Historic Preservation Officer (SHPO) pursuant to 36 CFR § 800.2 implementing Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f); and

WHEREAS, the Navy has consulted with the Passamaquoddy (Indian Township and Pleasant Point Reservations), the Aroostook Band of the Micmac, the Penobscot, and the Houlton Band of the Maliseet tribes, to identify if they have religious or cultural interest in the Area of Potential Effects (APE) and,

WHEREAS, the Navy has consulted with the: Pejepscot Historical Society, and the towns of Brunswick and Topsham pursuant to 36 CFR § 800.2 implementing Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f); and

WHEREAS, the Navy has notified the Advisory Council on Historic Preservation (ACHP) of the adverse effect and invited comment from the ACHP and after consultation ACHP has elected not to be a signatory to this PA; and

WHEREAS, the Navy is providing the Federal Aviation Administration, the United States Coast Guard, the United States Army and other potential property recipients the opportunity to acquire properties at NAS Brunswick to support their reuse plans; and

WHEREAS, the Navy has prepared detailed evaluations of eligibility of the buildings and structures pursuant to the National Register of Historic Places (NRHP) at NAS Brunswick and

I. STIPULATIONS

NAS BRUNSWICK, BRUNSWICK, ME

A. The Navy prepared and forwarded to the SHPO the final report titled "Historic Architecture Comprehensive Survey Update of Buildings and Structures at NAS Brunswick, ME" dated May 2010, and "Comprehensive Archaeological Identification Survey at NAS Brunswick, Brunswick Maine" dated August 2010.

1. The Maine SHPO has reviewed the "Historic Architecture Comprehensive Survey Update of Buildings and Structures at NAS Brunswick, ME" received on 14 June 2010 to continue consultation pursuant to Section 106 of the National Historic Preservation Act, as amended. The final report conforms to the SHPO's requirements for architectural survey projects in Maine. The SHPO concurs with the findings regarding the eligibility of historic resources at NAS Brunswick.
2. The Maine SHPO has reviewed the "Comprehensive Archaeological Identification Survey at NAS Brunswick, Brunswick , Maine" dated August 2010 (received on 14 June 2010) to continue consultation pursuant to Section 106 Of the National Historic Preservation Act, as amended. The final report conforms to the SHPO's requirements for archaeological survey projects in Maine. The SHPO concurs with the findings regarding the eligibility of historic resources at NAS Brunswick.

B. Due to the potential adverse effect to NAS Brunswick on identified archaeological sites or historic resources from the disposal and reuse of these properties, property recipients shall be required to contact the SHPO prior to any development that may affect these sites. In order to ensure the further protection of the historic properties, the covenants attached as Attachment A will be included in any long-term lease in furtherance of conveyance and/or deed of transfer by the Navy on which any archaeological sites or historic resources are located. The covenants provide for enforcement by either the Navy or the SHPO, and shall be binding on all property recipients and future transferees. (Figures 1 and 2)

TOPSHAM ANNEX, TOPSHAM, ME

A. The Navy prepared and forwarded to the SHPO the final report titled "Comprehensive Architectural Survey of 14 buildings in the Military Triangle of Topsham Annex of NAS Brunswick, Maine" May 2010.

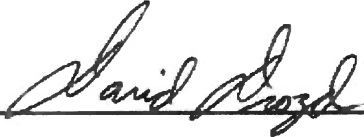
1. The Maine SHPO has reviewed the "Comprehensive Architectural Survey of 14 buildings in the Military Triangle of Topsham Annex of NAS Brunswick, Maine", May 2010, to continue consultation pursuant to Section 106 of the National Historic Preservation Act, as amended. The final report conforms to the SHPO's requirements for architectural survey projects in Maine. The SHPO concurs with the findings regarding the eligibility of historic resources at Topsham Annex.

member of the public, the Navy shall consider the objection and consult as needed with the objecting party, the SHPO, and other parties to this PA.

III. AMENDMENTS AND NON-COMPLIANCE

- A. If either of the parties to this PA believes the terms of the PA cannot be carried out or the PA should be amended, that party shall immediately consult with the other party to develop amendments to the PA. The process of amending the PA shall be the same as that used in creating the original PA. If the parties cannot agree upon an amendment, the disagreement shall be addressed pursuant to Stipulation IV.
- B. If the terms of this PA are not carried out, the Navy shall immediately notify the SHPO and shall consult to determine if amendments are necessary. If the terms of this PA are not carried out, the Navy shall not take or sanction any action which would cause an adverse effect to the historic property or any action that would foreclose the SHPO consideration of modifications or alternatives to the Undertaking.
- C. Execution of this PA by the Navy and the SHPO, and implementation of its terms, evidence that the Navy has afforded the Maine SHPO an opportunity to comment on the effect of this Undertaking and its effects on the historic properties.

IV. SIGNATURES

 9-27-10
BRAC PMO *NE* DATE

 9/23/10
State Historic Preservation Officer, Maine DATE

days prior notice to GOVERNMENT) ME SHPO, may, following reasonable written notice to GRANTEE, institute a suit to enjoin said violation, seek damages, return of any Archeological artifacts removed, require, if appropriate, the restoration of the Archeological Site or to seek any other remedy available at law or equity.

5. The failure by GOVERNMENT or by the ME SHPO to exercise any right or remedy granted under this covenant shall not have the effect of waiving or limiting the exercise by GOVERNMENT or by the ME SHPO of any other right or remedy or the use of such right or remedy at any other time.

6. This covenant shall be binding on GRANTEE, its successors, and its assigns in perpetuity. The restrictions, stipulations, and covenants contained herein shall be inserted by GRANTEE, its successors, and its assigns, verbatim or by express reference in any deed or other legal instrument by which such party divests itself of either the fee simple title or any lesser estate in the archeological site or any part thereof.

7. This covenant shall be a binding servitude upon the real property that includes the Archeological Site and shall be deemed to run with the land. Recording this Quitclaim Deed shall constitute conclusive evidence that GRANTEE agrees to be bound by the foregoing conditions and restrictions and to perform the obligations herein set forth.

**TO BE INCLUDED IN ALL NAS BRUNSWICK AND TOPSHAM ANNEX LEASES IN
FURTHERANCE OF CONVEYANCE AND DEEDS WHERE HISTORIC RESOURCES ARE LOCATED:**

Covenant re: Historic Preservation: NAS Brunswick and Topsham Annex have been identified as containing historic structures eligible for listing in the National Register of Historic Places (collectively, "Historic Resources"). GRANTEE, on behalf of itself, its successors, and its assigns, hereby covenants to the ME SHPO to preserve and maintain the Historic Resources in a manner that preserves and maintains the attributes that contribute to the eligibility of the Historic Resources for listing in the National Register of Historic Places. Such attributes include exterior features (including facades and fenestration, scale, color, materials, and mass), interior features determined significant in consultation with the ME SHPO, and views from, to, and across the property.

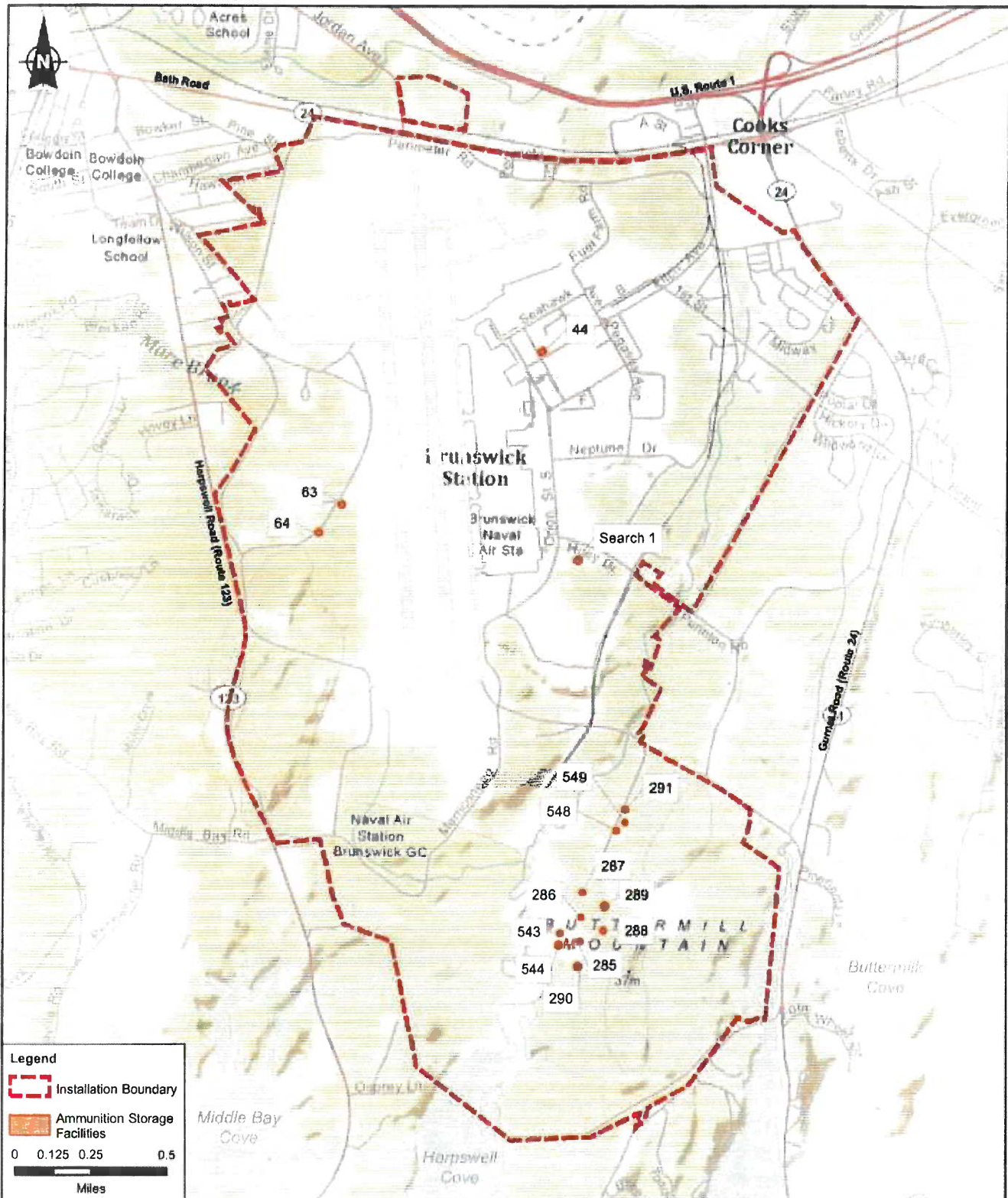
1. All parcels on which historic resources are situated within NAS Brunswick and Topsham Annex as described below in the document attached

C. If the response provided to GRANTEE by the ME SHPO pursuant to the above paragraph 2.A requires consultation with the ME SHPO, both parties shall so consult in good faith to arrive at mutually agreeable and appropriate measures that GRANTEE will implement to mitigate any adverse effects associated with the proposed undertaking. If the parties are unable to arrive at such mutually agreeable mitigation measures, GRANTEE shall, at a minimum, undertake recordation for the concerned property in accordance with the Secretary of Interior standards for recordation and any applicable state standards for recordation, or in accordance with such other standards to which the parties may mutually agree prior to proceeding with the proposed undertaking. Pursuant to this covenant, any mitigation measures to which GRANTEE and the ME SHPO mutually agree, or any recordation that may be required, shall be carried out solely at the expense of GRANTEE.

3. Upon acquisition of NAS Brunswick ME and Topsham Annex ME, GRANTEE shall take prompt action to secure the Historic Resources from the elements, vandalism, and arson, and shall undertake any stabilization that may be required to prevent deterioration. GRANTEE will be responsible for this security and stabilization, to the same extent required of GOVERNMENT, at the time of deed transfer. GRANTEE will make every effort to retain or reuse, to the extent practicable, the historic structures.

4. In the event that archeological materials are encountered during construction or ground disturbance activities, work shall cease in the immediate area until the ME SHPO is consulted and provides written permission to recommence work. Should the ME SHPO require, as a condition of the granting of such permission, that GRANTEE conduct archeological phase II survey, data recovery operations or other activities designed to mitigate the potential adverse effect of the proposed activity on the archeological site, GRANTEE shall at its own expense conduct such activities in accordance with the Secretary of the Interior's Standards and Guidelines for Archeological Documentation (48 FR 447344-37) and such standards and guidelines as the ME SHPO may specify, including, but not limited to, standards and guidelines for research design, field work, analysis, preparation and dissemination of reports, disposition of artifacts and other materials, consultation with Native American or other organizations, and re-interment of human remains.

5. GRANTEE will allow the ME SHPO or his/her designee, upon reasonable advance written notice to GRANTEE, to conduct an annual inspection of the Historic Resources in order to ascertain whether GRANTEE is complying with the conditions of this preservation covenant.



Note: An additional five ammunition magazines (59, 60, 62, 71, and 626) (not shown) were not documented as part of the 2010 Historic Architecture Comprehensive Survey Update, but are eligible for listing in the NRHP under the 2006 Program Comment for World War II and Cold War Era (1939-1974) Ammunition Storage Facilities.

Figure 1
Historic Resources
NAS Brunswick, Maine

Source: Historic Architecture Comprehensive Survey Update of Buildings and Structures at NAS Brunswick, Maine SEARCH, May 2010.
ESRI World Topographic Map: USGS, FAO, NPS, EPA, NRCAN, GeoBase, ESRI, DeLorme, TANA, AND, other suppliers.

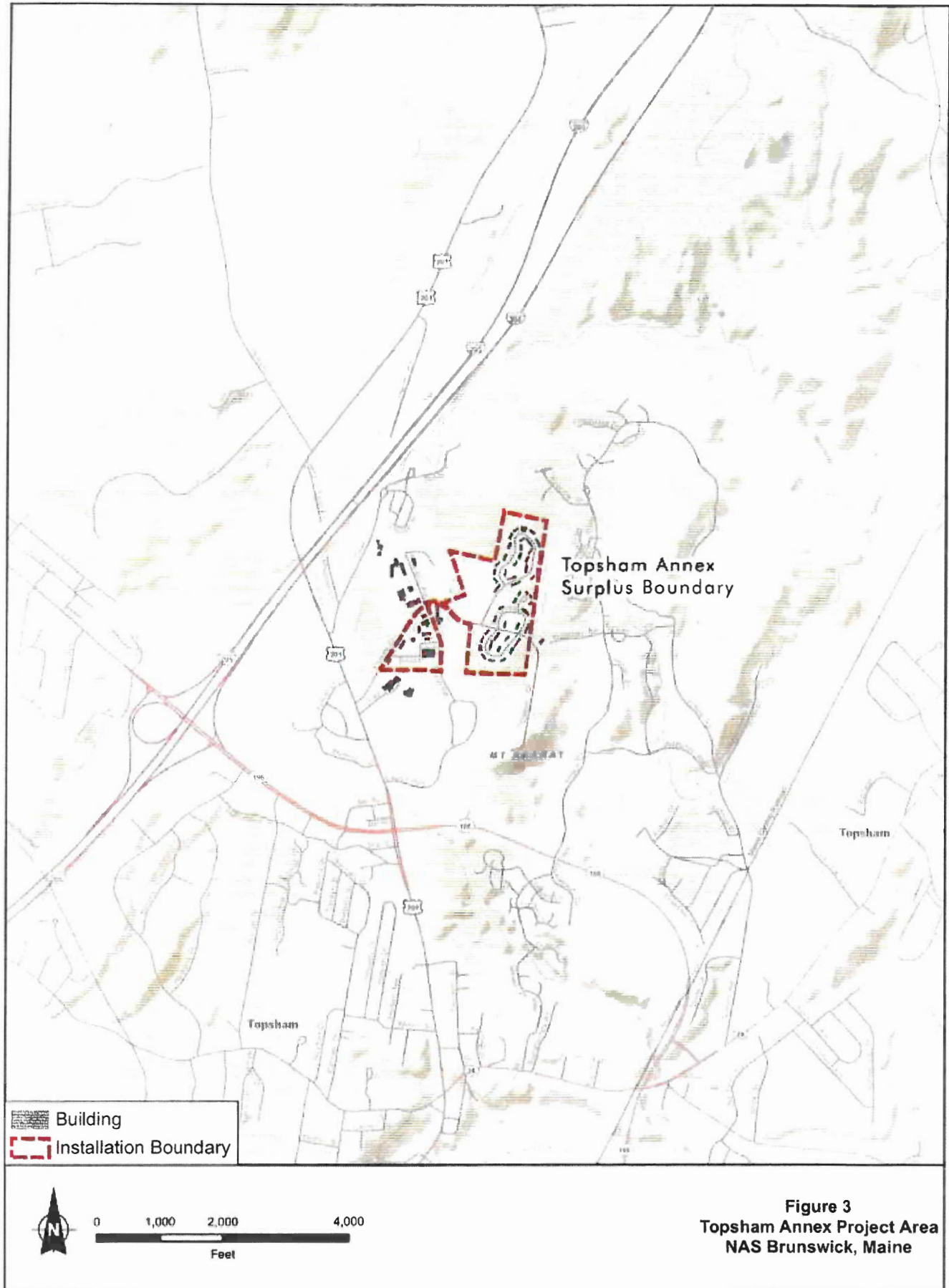


EXHIBIT C

Joint Inspection and Inventory Report

Initial: Navy S7 & Lessee _____

LIFOC Brunswick ME
N47692-14-RP-14P14

**EXHIBIT C-1
JOINT INSPECTION AND INVENTORY REPORT**

**Hangar 4, Building 490 and Structure HH
Approximately 6.87 Acres of Land
Former Naval Air Station
Brunswick, Maine**

Date of Survey: **November 26, 2013**

Leased Property: **Approximately 6.87 acres of land including
Hangar 4, Building 490 and Structure HH,
located at the former Brunswick Naval Air Station.**

Lessor: **United States of America
Department of the Navy**

Lessee: **Midcoast Regional Redevelopment Authority**

Navy Lease Number: **N47692-14-RP-14P14**

On November 26, 2013, Mr. Robert Leclerc representing the Department of the Navy and Mr. Robert Rocheleau representing the Midcoast Regional Redevelopment Authority, conducted a walk through inspection of Hangar 4 facilities, consisting of approximately 6.87 acres of land including Hangar 4, Building 490 and Structure HH, as depicted on the attached Features Map, marked Attachment 1, located at the former Naval Air Station, Brunswick, Maine.

This report, covering the Government-owned improvements included as part of the leased premises, and as further described herein, and consisting of 4 pages, has been examined and represents the condition of the real property as observed during the walk through.

Specific characteristics of the facilities have been identified to the parties during the walk through. The information and findings presented herein are recorded for protection of both the Navy and the Midcoast Regional Redevelopment Authority. Existing conditions as noted do not render the facilities unsuitable for continued use.

INSPECTION BY:

REPRESENTING DEPARTMENT OF THE NAVY

Robert Leclerc
(Name)


(Signature)

Title: Navy Caretaker Project Manager

REPRESENTING Midcoast Regional Redevelopment Authority

Robert J. Rocheleau
(Name)


(Signature)

Title: Property Manager

HANGAR 4 – Comprised of the western portion of Building 250/Hangar 4 Facility
(Approximately 56,400 SF) – Condition of the following improvements:

Building Exterior:

Facade: Fair condition. Some areas of the metal siding are dented or have small holes. Some of the concrete has spalling and cracks.

Roof: Rubber membrane has detached in some places allowing the roofing to flap in the wind which needs immediate attention to prevent further damage of roof.

Building Interior:

Doors /Windows/Window Frames & Sashes: Many doors were never cleaned when the Navy vacated the building. Some door and window frames show minor damage. Hangar doors seals have significant holes allowing for serious heat loss. South end hangar doors do not operate.

Floors: Most floors were never “broom clean” as per the N-BIG document. Some floors show missing concrete leaving a very uneven surface. Most carpeting has to be removed due to either significant dirt or mold.

Walls: Fair condition. Many holes left behind in the sheetrock from when the Navy vacated the building.

Ceiling: Some missing ceiling tiles, some have mold spots, other are damaged or very dirty. Other ceiling tiles were damaged due to water leaks.

Utilities:

Electrical (including Light fixtures, Switches, Outlets): Some light fixtures do not work or are damaged. Electrical boxes do not have the keys to secure them.

HVAC: Heat plant operable but will need to be worked on in order to maintain better thermal controls.

Plumbing (including pipe lines and fixtures): Fair to good condition. There does not seem to be any leaks in the system.

Fire Protection (including Sprinklers, Fire Alarm System): The AFFF system is operable however, there is a significant amount of old AFFF that cannot be reused. Sprinklers are

in good shape but the Gamewell alarm system with King Fisher radio transmitter systems are in non-functioning poor condition and are not to code.

Security System: As in cameras are all non-operable. System is for all intent and purposes dead.

BUILDING 490 – Lockheed Support Line Shack (Approx. 375 SF) – Condition of the following improvements:

Building Exterior: Poor condition . If MRRA would prefer to demolish, an alteration request shall be required.

Building Interior: See comment above.

STRUCTURE HH – Smoking Shelter – Condition of the following improvements:

Building Exterior: Poor condition. If MRRA would prefer to demolish, al alteration request shall be required.

Building Interior: See comment above.

LAND PARCEL: 6.87 Acres of Land – Condition:

Aircraft Apron: The concrete is in good shape with some areas of spalling and cracking.

Parking Areas: Many cracks and potholes present. Condition is in fair to poor shape.

Sidewalks: Many cracks and potholes present. Condition is in fair to poor shape.

Roads: Many cracks and potholes present. Condition is in fair to poor shape.

PERSONAL PROPERTY INVENTORY: (Include Description & Location)

This building houses office furniture and equipment and other industrial equipment left in place that transfer to MRRA under airfield PBC.

**EXHIBIT C-2
JOINT INSPECTION AND INVENTORY REPORT**

**Building No. 250 and approximately 2.93 Acres of Land;
Former Naval Air Station
Brunswick, Maine**

Date of Survey: November 26, 2013

Leased Property: Building No. 250, Building 648 (former Auxiliary Power Unit), Building 253 (VR-62 Turnstile Entry Control Point, Quarterdeck, elevator tower, emergency generator building, and adjacent asphalt parking area consisting of approximately 2.93 Acres of land located at the former Brunswick Naval Air Station. On 26 February 2013, the property was leased to Midcoast Regional Redevelopment Authority under Interim Lease No. N47692-11-RP-11P14, for limited occupancy and use.

Lessor: United States of America
Department of the Navy

Lessee: Midcoast Regional Redevelopment Authority

Navy Lease Number: N47692-14-RP-14P14

On November 26, 2013, Mr. Robert Leclerc representing the Department of the Navy and Mr. Robert Rocheleau representing the Midcoast Regional Redevelopment Authority, conducted a walk through inspection of Building No. 250, Building 648 (former Auxiliary Power Unit), Building 253 (VR-62 Turnstile Entry Control Point, Quarterdeck, elevator tower, emergency generator building, and adjacent asphalt parking area consisting of approximately 2.93 Acres of Land, as depicted on the attached Features Map, marked Attachment 1, located at the former Naval Air Station, Brunswick, Maine.

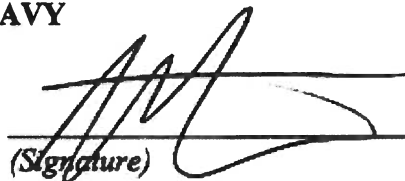
This report, covering the Government-owned improvements included as part of the leased premises, and as further described herein, and consisting of 4 pages, has been examined and represents the condition of the real property as observed during the walk through.

Specific characteristics of the facilities have been identified to the parties during the walk through. The information and findings presented herein are recorded for protection of both the Navy and the Midcoast Regional Redevelopment Authority. Existing conditions as noted do not render the facilities unsuitable for continued use.

INSPECTION BY:

REPRESENTING DEPARTMENT OF THE NAVY

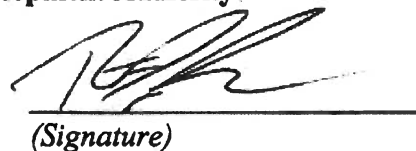
Robert Leclerc
(Name)


(Signature)

Title: Navy Caretaker Project Manager

REPRESENTING Midcoast Regional Redevelopment Authority

Robert J. Rocheleau
(Name)


(Signature)

Title: Property Manager

Quarterdeck, Elevator Tower and Access Bridge, and Emergency Generator Building at the Southeast Corner of Building 250:

Current condition of elevator tower is in very good shape because MRRA fix many of the issues in the tower for the Savi lease. The emergency generator building is in good shape.

BUILDING 253 – (Approx. 240 SF) – Condition of the following improvements:

Building Exterior: This is the turnstile security exit from the airfield building. It is in good condition.

Building Interior: Fair to good condition.

BUILDING 648 – Auxiliary Power Unit Shop (Approx.600 SF) – Condition of the following improvements:

Building Exterior: Exterior is in poor shape. If MRRA prefers to demolish, an alteration request shall be required.

Building Interior: See above comment regarding building condition.

LAND PARCEL: 2.93 Acres of Land – Condition:

Asphalt Parking Area: Many cracks and potholes present. Condition is in fair to poor shape.

Sidewalks: Many cracks and potholes present. Condition is in fair to poor shape.

Roads: Many cracks and potholes present. Condition is in fair to poor shape.

Unpaved Areas: Fair shape with grass mostly dying and trees in fair shape.

PERSONAL PROPERTY INVENTORY: (Include Description & Location)

This building houses office furniture and equipment and other industrial equipment left in place that transfer to MRRA under airfield PBC.