

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

May 4, 2007

LEASE NO.

GS-03B-07330

THIS LEASE, made and entered into this date by and between
Board of County Commissioners of Allegany County, Maryland

whose address is

701 Kelly Road, Fourth Floor
Cumberland, Maryland 21502

and whose interest in the property hereinafter described is that of owner.

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

500,000 square feet of warehouse and related space located at the North Branch Industrial Complex, 11601 Pittsburgh Plate Glass Road, Cumberland, Maryland 21502.

to be used for such purposes as determined by the General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on 2/14/07 through 2/13/17 subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$1,118,000 at the rate of \$93,166.67 per month in arrears for months 1-18 and annual rent of \$1,863,570 at the rate of \$155,297.5 per month in arrears for months 19-120, subject to annual operating and building shell escalations of 2.5%. Rent for a lesser period shall be prorated. Payment shall be made electronically and shall be made payable to:

Allegany County Commissioners
701 Kelly Road
Cumberland, Maryland 21502

4. ~~The Government may terminate this lease at any time in whole or in part on or after the tenth full year of occupancy by giving at least 120 days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.~~

5. ~~This lease may be renewed at the option of the Government, for the following terms and at the following rentals:~~

N/A

~~provided notice be given in writing to the Lessor at least 90 days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.~~

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6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

- A. Land, building, services - water/sewer/maintenance and other considerations as set forth in this lease.
- B. Lessor to have office space reserved for maintenance staff and to not include basement space in lease or available for government use.
- C. This lease contains 60 pages.

8. The following are attached and made a part hereof:

~~The General Provisions and Instructions (Standard Form 2 - A _____ edition):~~


- A. Rider to Lease GS-03B-07330 being Paragraph 10 through 15.
- B. Solicitation for Offers 5MD0200 (now lease)
- D. General Clauses (GSA Form 3517).
- E. Representations and Certifications (GSA Form 3518).
- F. Comments and Clarification of Offer
- G. Drawing of improvements (by reference)


9. The following changes were made in this lease prior to its execution:

Lease EMP - 2004 will terminate on 2/13/07 and no further rent shall be collected from Lease EMP - 2004, other than the outstanding balance still owed from 11/14/06 through 2/13/07.
 Operating costs and building costs under this lease will be escalated annually by 2.5%.

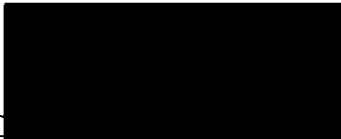
IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR Board of County Commissioners of Allegany County, Maryland

BY  James J. Stakem, President
 (Signature)

IN PRESENCE OF:  701 Kelly Road, Cumberland, MD. 21502
 (Signature) (Address)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY  Contracting Officer
 (Official title)

RIDER TO LEASE GS-O3B-07330

10. In no event shall the lessor enter into negotiations concerning the leased space with representatives of Federal agencies other than Contracting Officers and their designated representatives of the General Services Administration.

11. The total percentage of space occupied by the Government under the terms of the lease is equal to 100% percent of the total space available in the lessor's building, and will be used as the basis for computing the Government's pro-rata share of real estate taxes, as defined in the Annual Real Estate Tax Escalation Clause.

12. For purposes of determining the base rate for future adjustments to the operating cost the Government agrees that the base rate quoted on the final proposal revision sheet dated 2/3/07 which is \$83,000 per year is acceptable. The basis for annual operating costs escalations will be 2.5%.

13. Lessor shall complete the building shell as defined in the lease and complete all improvements required by this lease and designated on the "Comments and clarification of offer," pages 47-51 of the lease, within approximately 18 months of the time of lease award, with tenant improvements if elected by the government.

The lessor shall provide a cost estimate within 30 days from submittal of a tenant improvement scope of work.

The rent shall be adjusted if the Government utilizes the tenant improvement allowance of \$2,130,160 (-), included in the rent, using the 8% amortization rate over the remaining firm term. *BE JAC*

If the Government spends more than the allowance identified above, the Government reserves the right to 1) reduce the tenant improvement requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements, or 3) increase the rent according to the negotiated amortization rate over the firm term of the lease.

Lessor *[Signature]* Government *[Signature]*

RIDER TO LEASE GS-O3B-07330

Annual Rent = \$1,118,000 (based on first 18 months)

Building = \$1,000,000
Land = \$35,000
Operating = \$83,000

Annual Rent = \$1,863,570* (based on final 102 months)

Building = \$1,597,620
Land = \$182,950
Operating = \$83,000

JJC
JJC

*Operating costs and building costs will be escalated annually by 2.5%. A tenant improvement amount will also be added, if the government elects to use and however much, from the allowance of \$2,130,160 at an 8% interest rate amortized over the remaining firm term at time of completion.

14. Common Area Factor (CAF)

The CAF of this building for this Government lease that is applied to the ANSI/BOMA square feet to determine the rentable square feet is 0%

15. Definitions:

- A. Where the word "Offeror" appears it shall be considered "Lessor"
- B. Where the word "should" appears it shall be considered to be "shall"
- C. Where the word(s) "Solicitation" or "Solicitation for Offers" appears it shall be considered to be "Lease"

Lessor *JJC* Government *JJC*