U.S. GOVERNMENT LEASE FOR REAL PROPERTY						
DATE OF LEASE 7.31.07	LEASE NO. GS-03B-07351					

THIS LEASE, made and entered into this date by and between Dominick J. Perini

Whose address is 1710 Underpass Way Suite 200 Hagerstown, MD 21740

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 considerations hereinafter mentioned, covenant and agree as follows:

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

- A. A total of 9,120 rentable square feet (RSF) of office and related space, which yields 8,000 ANSI/BOMA Office Area square feet (BOAF) of space on the first floor at The Plaza Office Building, 1710 Underpass Way, Hagerstown, MD 21740 as indicated on the attached Floor Plan, to be used for such purposes as determined by the General Services Administration
- B. Included in the rent at no additional cost to the government are 20 parking spaces for exclusive use of the Government employees and patrons. The 20 surface parking spaces are included in the rent at a cost of \$0 per space per annum.
- C. The common area factor for the leased premises occupied by the Government is established as 1.14 (see "Common Area Factor" paragraph of the lease).
- D. The leased premises occupied by the Government for real estate tax adjustments is established as 12.50% (see also "Percentage Occupancy" paragraph of the lease).
- 2. TO HAVE AND TO HOLD the said premises with their appurtenances for a term beginning on (see Lease Paragraph 13) through (see Lease Paragraph 13), subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this lease, along with any applicable termination and renewal rights, shall more specifically be set forth in a Supplemental Lease Agreement upon substantial completion and acceptance of the space by the Government.
- 3. The Government shall pay the Lessor annual rent of (see Lease Paragraph 13) at the rate of (see Lease Paragraph 13) per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made electronically and shall be payable to:

Dominick J. Perini/Plaza Office Building 1710 Underpass Way Suite 200 Hagerstown, MD 21740

4. The Government may terminate this lease in whole or in part at any time on or after the fifth (5<sup>th</sup>) full year of occupancy by giving at least ninety (90) 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.

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

	LESSOR – Dominick J. Perini
	NAME DE SIGNER  DOMINICK DEFINI
1710 UNDERPASS WAL	1 SUITE ZOO Hagerstown MD 21740
IN T	PAUL A. PERINI
UNITED STATES	OF AMERICA – GSA, PBS, Allegheny Service Center
SIGNATURE	OFFICIAL TITLE OF SIGNER Contracting Officer
AUTHORII Previous semion is not usable	<b>STANDARD FORM 2</b> (REV. 12/2006) Prescribed by GSA – FPR (41 CFR) 1–16.601

- The Lessor shall furnish to the Government, as part to the rental consideration, the following:
  - A. All services, utilities, maintenance, operations, and other considerations as set forth in this lease.
  - B. Those tenant improvements, facilities, services, supplies, utilities, and maintenance in accordance with SFO 5MD0199 dated February 15, 2007 (55 pages).
  - C. This lease contains 68 pages.
- The following are attached and made a part hereof:
  - A. Standard Form 2 continuation;
  - B. Solicitation for Offers 5MD0199;
  - C. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05);
  - D. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07);
  - E. First Floor Plan submitted March 15, 2007;
- In accordance with the SFO paragraph entitled Tenant Improvement Rental Adjustment, Tenant Improvements in the total amount of \$288,000.00 (8,000 BOAF x \$36.00) are amortized through the rent for 5 years at the rate of 9.18%. The amortized cost of these improvements are included in the stated rent in Paragraph 13.
- In accordance with the SFO paragraph entitled Operating Costs Base, the base is established as \$5.17 per RSF (\$47,150.40 per annum). This figure includes the Government's pro-rata share of operating costs. The Government retains the right to inspect and review the Lessor's records to verify the costs listed on the GSA Form 1217 and/or to require a certified audit report. The basis for annual operating costs escalations will be the revised U.S. All Cities Average Consumer Price Index for Wage Earners and Clerical Workers.
- In accordance with the SFO paragraph entitled Adjustment for Vacant Premises, the adjustment is established as \$3.00 per BOAF for vacant space (rental reduction).
- In accordance with the SFO Paragraph entitled Overtime Usage, the rate for overtime usage is established as \$ 125.00 per hour. In any event, no overtime HVAC will be charged for the normal building hours of 7:00am to 6:00pm, Monday through Friday except federal holidays.
- 11. In no event shall the lessor enter into negotiations concerning the space leased with representatives of Federal agencies other than Contracting Officers and their designated representatives of the General Services Administration.
- 12. The total percentage of space occupied by the Government under the terms of the lease is equal to 12.5% 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. The percentage of occupancy is derived by dividing the total Government space of 9,120 rentable square feet by the total building space of 73,000 rentable square feet. In the event of a decrease in taxes from the base year, or in the event of any refund or tax deduction, the Lessor shall notify the Contracting Officer and the Shell Rental Rate, as provided in Paragraph 13 below, will be reduced accordingly.
- 13. Lessor shall complete the building shell as defined in the lease and complete all alterations, improvements, and repairs required by this lease, and deliver the leased premises ready for occupancy by the Government within one hundred twenty (120) calendar days from the date of notice to proceed with the construction of the tenant improvements. When Lessor has completed all such alterations, improvements, and repairs, Lessor shall promptly notify the Contracting Officer, who shall promptly cause the same to be inspected.

Upon the date of completion of such alterations, improvements, and repairs and inspection and acceptance by the Government, the term of this lease shall commence and shall continue for ten (10) consecutive calendar years. The commencement date shall be more particularly set forth by a Supplemental Lease Agreement.

Upon acceptance of the leased premises by the Government, the same shall be measured and rental shall be paid, in accordance with Paragraph 3.7 of the lease, "ANSI/BOMA Office Area Square Feet" and Paragraph 27 General Clauses, GSA Form 3517, "Payment" at the annual rate of \$188,601.60 (\$20.68/R\$F, \$23.5752/BOAF) from years 1 through 5 and at

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the approximate rate of \$26.59 per ANSI/BOMA Office Area square feet per year from years 6 through 10. Details are as follows:

Annual Rent applies to Years	Total Annual Shell Rent	Total Annual Operating Costs*	Total Annual Ti**	Total Structured Parking	Total Surface Parking	Total Annual Rent
1 to 5	\$69,403.20	\$47,150.40	\$72,048.00	\$0.00	\$0.00	\$188,601.60
6 to 10	\$165,600.00	\$47,150.40	\$0.00	\$0.00	\$0.00	\$212,750.40

<sup>\*</sup> The annual operating costs will incorporate accrued escalations per Paragraph 3.4, Operating Costs.

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.

- 14. It is understood and agreed that the Government retains title to all removable property covered by this agreement and may remove same if so desired. In the event such are not removed by the Government at the end of this lease term, or any extension thereof, title shall vest in the Lessor and all right of restoration waived.
- 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"

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<sup>\*\*</sup>The rent shall be adjusted downward if the Government does not utilize the entire Tenant Improvement Allowance of \$288,000.00 or \$36.00 per ANSI/BOMA Office Area Square Foot, which is included in the rent, using the 9.18% amortization rate over the firm term of five (5) years. The Government, at its election, may pay lump sum for Tenant Improvements. If this occurs, the rent shall be reduced proportionately using the 9.18% amortization rate.