

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...
B. Included in the rent at no additional cost to the government are 20 parking spaces...
C. The common area factor for the leased premises occupied by the Government is established as 1.14...
D. The leased premises occupied by the Government for real estate tax adjustments is established as 12.50%...
2. TO HAVE AND TO HOLD the said premises with their appurtenances for a term beginning on...
3. The Government shall pay the Lessor annual rent of...
4. The Government may terminate this lease in whole or in part at any time on or after the fifth (5th) full year of occupancy...

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

LESSOR - Dominick J. Perini

Signature of Dominick J. Perini with name and address: 1710 UNDERPASS WAY SUITE 200 HAGERSTOWN MD 21740

Signature of Paul A. Perini representing UNITED STATES OF AMERICA - GSA, PBS, Allegheny Service Center

Signature of Alexis Crayle representing UNITED STATES OF AMERICA - GSA, PBS, Allegheny Service Center, Contracting Officer

AUTHORITY: Previous editions are not usable

STANDARD FORM 2 (REV. 12/2006) Prescribed by GSA - FPR (41 CFR) 1-16.601

5. 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.
6. 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;
7. 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.
8. 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.
9. 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).
10. 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/RSF, \$23.5752/BOAF) from years 1 through 5 and at

INITIALS: DEP & [Signature]
LESSOR & GOV'T

12 Jul 07

