

**U. S. Government Lease for Real Property**

Standard Form 2 Feb. 1965 Edition  
 General Services Administration FPR (41 CFR) 1-16.601

JUN 19 2006

Lease Number: GS-11B-01929

Date:

JUN 19 2006

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THIS LEASE, made and entered into this date by and between TPC University L.C.

whose address is 12500 Fair Lakes Circle, Suite 400, Fairfax, Virginia, 22033.

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:

A total of 199,110 rentable square feet of office (175,346 ANSI/BOMA Office square feet) and related space on floors 1-5 as shown on the attached floor plans, including 250 inside secured parking spaces for official vehicles within the secure perimeter, 350 general parking spaces and 20 visitor parking spaces outside the secured perimeter. The space is identified in the County land records as a portion of GPIN 7595-97-7837 identified as Parcel "A" an exhibit showing Proposed Land Parcels on the Land of Prince William County Board of Supervisors, and dated February 22, 2005. The parcel is located at University Blvd and State Route 234 in Manassas, Virginia, 22192.



to be used for such purposes as determined by the government.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on the day which the space is certified by the Government as being complete and ready for occupancy through the following fifteen (15) year term.

3. The Government shall pay the Lessor an annual rent of \$6,765,757.80 at the rate of \$33.98 per rentable square foot or \$563,813.15 per month plus a total of \$150,000 annually for the 250 inside secure parking spaces at the rate of \$600 per space per year, in arrears. Rent checks shall be made payable to: The Peterson Companies at the address listed above.

4. The Government is hereby given the option, during the term of this lease, to lease an additional expansion space, up to 25% of the initial leased space (the "Expansion Space"). The Expansion Space shall include a corresponding percentage increase in Secure Parking and General Parking. The expansion space shall not compromise the established perimeter security setback. The Lessor may exceed the 60,000 usable square foot per floor maximum to accommodate the 25% expansion. Provision of the expansion space must be accomplished with minimal disruption to the tenant. All costs to construct the expansion space, including any structural reinforcements required to the original building are to be at the Lessor's cost and expense. The current authority for GSA to enter into this lease does not extend beyond the initial leased space. Exercising the option to lease any additional expansion space will be subject to obtaining additional authorities and approvals prior to exercising the option.

5. The lease may be renewed at the option of the Government for two (2) separate five (5) year periods at a rental rate of \$38.52 per rentable square foot, net of all services and utilities for the first renewal term and \$43.32 per rentable square foot, net of all services and utilities for the second renewal term. The Tenant shall notify the Lessor no less than one-hundred eighty (180) days prior to the end of the initial term of Tenant's desire to exercise the first renewal right and no less than one-hundred eighty (180) days prior to the end of the first renewal period of the Tenant's desire to exercise the second renewal right. The Lessor shall notify the Tenant no less than one-hundred twenty (120) days prior to the Tenant's renewal notice dates of the upcoming option to renew. The current authority for GSA to enter into this lease does not extend beyond the firm term, and exercising the renewal options, if desired, will be subject to obtaining additional authorities and approvals prior to exercising the option.

INITIALS	
Lessor	Gov t
	

# U.S. Government Lease for Real Property


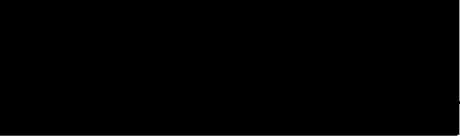
6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

- A. All services, maintenance, alterations, repairs in accordance with SFO No. 05-021 and all amendments and riders made a part of this Lease.
- B. All alterations/build-out requirements as specified under the Solicitation for Offers as well as all items specified and all Amendments, and in accordance with the final approved construction drawings.
- C. The Government's percentage of occupancy for the purposes of calculating real estate tax adjustments is 100%.
- ~~D. The Common Area Factor of this building for this Government lease that is applied to the ANSI/BOMA Office Area square foot to determine the rentable area is 1.135520001%.~~
- E. Upon acceptance of all space the Government shall issue a Supplemental Lease Agreement (SLA) establishing the rent commencement date and establishing the fully amortized rental rate.
- F. Daily cleaning services as per Section 7.7 of the SFO
- G. In accordance with SFO Paragraph 3.5 (Operating Costs Base), the Operating Cost is established at \$1,270,364.00, which equates to \$6.38 per rentable square foot.

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

- Solicitation For Offers (SFO) No. 05-021 and Attachment #1 Rate Structure-REVISED FINAL PROPOSAL
- Rider No. 1
- GSA Form 1217, Lessor Annual Cost Statement
- GSA Form 1364, Proposal to Lease Space
- GSA Form 3517B, General Clauses
- GSA Form 3518, Representations and Certifications
- Architectural Plans /Tenant Area
- Tentative Design and Construction Schedule

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

TPC University L.C. Lessor: by: MVP Management, LLC	
	_____ (Signature)
IN	12500 FAIR LAKES CIRCLE #400 FAIRFAX, VA, 22033 _____ (Address)
UNITED STATES OF AMERICA: GENERAL SERVICES ADMINISTRATION	
	_____ Contracting Officer (Official title)

*MJC*