

**STANDARD FORM 2
FEBRUARY 1965 EDITION
GENERAL SERVICES ADMINISTRATION
FPR (41CFR) 1D16.601**

**U.S. GOVERNMENT
LEASE FOR REAL PROPERTY**

DATE OF LEASE: FEBRUARY 3, 2011

LEASE #GS-11B - 02250

THIS LEASE, made and entered into this date between: Twinard Limited Partnership

Whose address is: 8191 Strawberry Lane, Suite 3
Falls Church, VA 22042 - 1032

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 total of approximately 70,701 ANSI BOMA Rentable Square Feet (BRSF), being 60,816 ANSI BOMA Office Area Square Feet (BOASF), consisting of 8,229 BRSF (7,335 BOASF) on a portion of the 1st floor; 20,824 BRSF (17,827 BOASF) on the 2nd floor; and 20,824 BRSF (17,827 BOASF) on the 3rd floor, and 20,824 BRSF (17,827 BOASF) on the 4th floor, as shown on the attached floor plans made a part hereof, in the building known as Twinbrook Place, located at 12501 Ardenne Avenue, Rockville, MD 20852-1741. To be used for general office and related purposes as determined by the Government.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the five (5) YEAR FIRM term beginning on the commencement date determined in accordance with Attachment #2 Revised Construction Schedule as more particularly described in Paragraph 6(f) hereof. and ending five (5) years later, subject to renewal rights as may be set forth hereinafter.
3. The Government shall pay the Lessor an annual rent of \$2,410,023.84 (\$39.49 / BOASF + \$8,400 for 5 reserved parking permits, which parking permit rate is subject to annual escalation as more particularly described in Paragraph 6(h) hereof) at the rate of \$200,835.32 per MONTH in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of \$361,247.04 (\$5.94 / BOASF), base real estate taxes, 5 reserved parking permits at a monthly rate of \$140 per reserved parking permit or \$8,400 annually subject to annual escalation as more particularly described in Paragraph 6(h) hereof, and \$243,264.00 to amortize a tenant improvement allowance of \$1,216,320.00 (\$20.00 / BOASF) at zero percent (0%) annual interest. The operating cost base includes the daytime cleaning premium of \$0.25 / BOASF. The Government shall be entitled to a rent credit in the amount of \$1,000,676.60 to be applied against the monthly fully serviced rental payment, except the monthly rent payment for each of the 5 parking permits mentioned above, until exhausted. Rent checks shall be payable to Twinard Limited Partnership at the address shown below:

Twinard Limited Partnership
8191 Strawberry Lane, Suite 3
Falls Church, VA 22042-1032

4. Intentionally Deleted.

5. This lease may be renewed at the option of the Government, for the following term and at the following rental:

The Government shall have the right to one (1) renewal option for a [REDACTED] at an annual rent of [REDACTED] for 5 reserved parking permits, which parking permit rate is [REDACTED].

The Government shall be entitled to a rent credit in the amount of [REDACTED] to be applied against the monthly fully serviced rental payment, except the monthly rent payment for each of the 5 parking permits mentioned above, until exhausted. A new operating cost base and real estate tax base will be established based on [REDACTED]. Operating expense adjustments will be made from the new operating cost base. Real estate tax escalation adjustments will be made based on the new real estate tax base. Rent shall continue to be adjusted for operating costs escalations as provided in SFO 07-015. The Government shall continue to make annual lump sum adjustments for changes in real estate taxes as provided in SFO 07-015. The renewal option shall become effective provided notice be given in writing to the Lessor at least 180 days before the end of the original lease 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.

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
EXCEPT AS SET FORTH BELOW OR ELSEWHERE IN THIS LEASE, ALL SERVICES, IMPROVEMENTS, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED BY THIS LEASE. THIS LEASE IS FULL SERVICE.

- a) Prior to Government occupancy, the Lessor shall correct all deficiencies and comply with all recommendations and findings of Attachment #4, Fire Protection & Life Safety Evaluation report prepared by a Certified Fire Protection Engineer, as well as the recommendations and findings of the GSA Fire Protection Engineering Section's review of the report, attached hereto and made a part hereof.

LESSOR NAP GOVT [Signature]

(rev. 10/07/10)

- a) Tenant Improvements: The cost of improvements, if any, shall be memorialized in a Supplemental Lease Agreement (SLA) along with the amortization payment amount and revised rent (if applicable). In the event that the total cost of tenant improvements is greater or less than \$20.00/BOASF, the rent shall be adjusted accordingly. In the event that the total cost of the tenant improvements is less than \$20.00/BOASF, the rent shall be reduced accordingly. Tenant improvements financed by the Lessor above the initial \$20.00 per BOASF shall be amortized at the annual interest rate of ten percent (10%). Notwithstanding any provisions of the SFO to the contrary, the Government shall not amortize more than \$2,559,137.28 (\$42.08 /BOASF) in tenant improvements. Any tenant improvements funded by the Lessor in excess of this amount shall be repaid by the Government via lump sum payment immediately upon the Government's occupancy of the premises subject to invoice and payment procedures as further stipulated in the General Clauses.
- c) The Government's percentage of occupancy for real estate tax purposes shall be 50.4661%, based on 70,701BRSF / 140,096 RSF, subject to confirmation of the total rentable area of the entire building.
- d) In the event that the Lessor performs tenant improvements in the leased premises at the Government's direction, the Lessor shall be entitled to fees as set forth in this paragraph. The general contractor's total fees for overhead and profit shall not exceed 6% and the general contractor's fees for general conditions shall not exceed 6%. The Lessor's total construction management & coordination fees for the Tenant Improvements for the Government's space shall not exceed 6% and architecture & engineering fees, if any, shall not exceed 5%. Any such fees will be paid for out of the T/I Allowance.
- e) The HVAC Overtime rate shall be \$40 per hour, per floor for the first lease year and shall be adjusted annually by the same percentage amount as the annual CPI adjustment to the Operating Cost Base. A minimum of four (4) hours of use shall apply on Saturdays and Sundays when requested by the Government.

INITIALS

Lessor Gov't
~~Lessor and the Government have agreed to a schedule for the design, construction and delivery of space for the 70,701 BRSF (60,816 BOASF) on a portion of the 1st floor and on the 2nd, 3rd and 4th floor. The agreed upon schedule is attached as Attachment #2, Revised Construction Schedule. Following lease award, the parties will meet and negotiate in good faith in an attempt to agree upon a revised schedule that achieves, at no additional expense to either party, a final completion date which might be sooner than is set forth in the schedule attached to the lease as Attachment #2. Absent such an agreement, Attachment #2 will govern.~~

- g) The Lessor shall provide all cleaning within the Government's demised area to be performed between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday.
- h) The Government's end user, including individual Government employees occupying the leased premises, shall have the right to acquire up to 212 parking permits in association with this lease. Parking permits shall be acquired via separate service contracts between the Government's end users and the Lessor's parking contractor. Monthly rates for such permits shall be \$140 per parking permit for reserved parking spaces and \$70 per parking permit for non-reserved parking spaces. All sums due and payable for parking pursuant to this lease shall be paid directly to the Lessor's parking contractor by the Government's end user through separate service contracts with the Lessor's parking contractor. The parking permits' monthly rates shall be subject to an annual escalation at a rate of two and a half percent (2.5%).
- i) Notwithstanding any other provision of the SFO, the Government may not install any antennae, satellite dishes, or other equipment on the roof of the building without the prior written consent of the Lessor, such consent not to be unreasonably withheld. Installation, maintenance, repair, replacement, and removal of any such antennae, satellite dishes, or other equipment shall be at the Government's sole cost and expense, on terms acceptable to the Lessor, and shall be performed by the Lessor's roofing contractor or a roofing contractor that is approved by the roof manufacturer.
- j) In the event of a discrepancy between the terms of this SF-2 and the SFO and its attachments, the terms of this SF-2 shall control.

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

1. Solicitation For Offers (SFO) # 07-015, 48 pages
2. Solicitation Attachment #1, Rate Structure, 1 page
3. Solicitation Attachment #2, Revised Construction Schedule, 1 page
4. Solicitation Attachment #3, Scope of Work, 2 pages
5. Solicitation Attachment #4, Fire and Life Safety Report, 12 pages
6. Small Business Subcontracting Plan, 13 pages
7. GSA Form 1217, Lessor's Annual Cost Statement, 1 page
8. GSA Form 3517, General Clauses, 32 pages
9. GSA Form 3518, Representations and Certifications, 7 pages
10. Floor Plans of Leased Area, 4 pages
11. Rider #1 - Fire & Life Safety, 1 page
12. Rider #2 - Security Requirements, 1 page
13. Rider #3 - Offeror's Requirements, 2 pages

INITIALS	
Lessor	Gov't
	<i>[Signature]</i>

LESSOR NRP GOV'T [Signature]

(rev. 10/07/10)

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INITIALS
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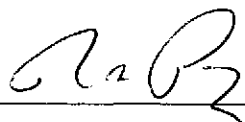
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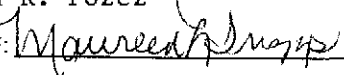
LESSOR NRP GOVT [Signature]

(rev. 10/07/10)


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

LESSOR: **Twinard Limited Partnership**
BY: UNIWEST GROUP, LLC, General Partner

BY:  TITLE: Managing General Partner
Norman R. Pozez DATE: 11/11/2010

IN PRESENCE OF:  ADDRESS: 8191 Strawberry Lane, Suite 3, Falls Church, VA 22042-1032

UNITED STATES OF AMERICA

BY:  CONTRACTING OFFICER, GSA, NCR

STANDARD FORM 2

Revised 10/7/10

EXCEPTION TO SF2 APPROVED

LESSOR NRP GOVT _____

(rev. 10/07/10)