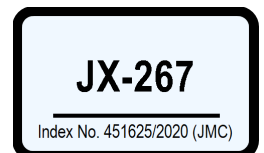


Fairfax VA Office Complex
Tryko/Marquis LOI

Contact Person: Uri Kahanow
Tryko Partners
Title: Director of Acquisitions/Principal
1608 Route 88
Brick, NJ, 08724
Email: ukahanow@tryko.com
Ph: (908) 489-0394



TRYKO PARTNERS

Real Estate Investment and Management

February 19, 2024

William E. Kaye Executive Vice President
Colliers - Investment Sales Group
1625 Eye Street NW, Suite 950
Washington, DC 20006 | US

RE: 11250-11244 Waples Mill Rd, Fairfax, VA 22030

Dear Bill,

Tryko Partners (“Tryko”) (“Purchaser”) present this nonbinding Letter of Intent (“LOI”) to purchase 11250-11244 Waples Mill Rd (the ‘Building’) upon the following terms.

- (a) **Submitting Entity:** Tryko Partners LLC – Tryko Partners is a real estate family office active in the acquisition of commercial, multifamily communities, healthcare facilities, , and tax liens throughout the Northeast and Midwest. Tryko currently has a skilled nursing portfolio of over 10,000 skilled nursing beds and assisted living units between approximately 70 facilities across the Mid-Atlantic, New England and Florida, and owns more than 7,000 multifamily units located throughout Virginia, Maryland, New Jersey, Pennsylvania, and Ohio – specialized in affordable and senior housing.

- (b) **Consideration:**
 - Purchase Price:** \$16,000,000 (based on 279,935 SF)
At Closing Purchase shall pay to the Seller \$16,000,000.
 - Earnest Money:** Upon execution of the definitive agreements Buyer shall make a deposit of \$500,000 (the “Initial Deposit”) into an escrow account with a mutually agreed upon escrow agent and joint escrow agreement to secure Buyer's obligations under the Definitive Agreements and an additional \$500,000 upon the expiration of the due diligence period at which point the deposit shall become a non-refundable purchase deposit and shall be allocated towards the Purchase Price at Closing.
 - Due Diligence:** 30 days following the execution of a mutually agreeable purchase and sale agreement. Upon the execution of the LOI Buyer shall engage all third-party inspection and reports including but not limited to a Phase I, Property Condition Report, survey, and title as well as request confirmatory info.
 - Closing:** The Closing shall take place the forty-five (45) days after the expiration of the Due Diligence period.

- (c) **Other Terms**
 - Contingencies:** **There shall be no contingencies**
The property shall be sold in where-is / as-is condition.
 - Prorations:** Any all-other items of income and expense arising out of the operation of the property shall be prorated as of the closing date.
 - Closing Costs:** Closing costs shall be allocated according to county custom.
 - NRA Occupancy Post Closing:** The NRA shall have the right to maintain occupancy in the Lower Level Vault space; the area which currently houses the Museum; and the spaces currently occupied by their Foundation, Finance, and Accounting teams (approximately 15,000 sf) for a period of up to 24 months. The NRA will continue to occupy the Data Center space on the Lower Level for a period of up to 12 months following closing. During any post-closing occupancy period, NRA shall be responsible for any CAM invoices as a result of the space NRA occupies.
 - NRA Board Approval:** The terms of this Letter of Intent are subject to approval by the NRA Board of Directors; the Board will meet once a formal agreement has been finalized between the parties.

(d) Financial Resources

Tryko Partners is a family office investment firm with over twenty years of experience and has a company structure that does not require board sign off or unnecessary red tape which would inhibit the ability to close any given deal. The skilled nursing portfolio was purchased with partners equity without raising equity from outside investors. This LOI was reviewed and approved by all the Partners with no additional sign off or any approval necessary to proceed.

This letter is not intended to be binding and will not give rise to any right or obligation based on any theory, whether legal, equitable or otherwise (including any right to continue negotiations), it being agreed that only a subsequent formal written contract (the Agreement), if executed and delivered by both parties, will bind the parties as to any matter.

Exclusivity: Upon the execution of this Letter of Intent the Seller agrees to negotiate the sale of the Property exclusively with Purchaser in good faith for a period of 30 days in order to finalize the Agreement, which shall set forth the additional terms for the transaction contemplated hereunder.

Very truly yours,



Uri Kahanow

DocuSigned by:
Agreed and Accepted, Seller, N/A
By: ANDREW A. APULANANDAM
Printed: ANDREW A. ARULANANDAM
Dated: 2/26/2024