

**Exhibit F**  
FORM OF  
**COMPLETION GUARANTY**

THIS **COMPLETION GUARANTY** (this "Guaranty") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and among **NATIONAL VENTURES, LLC**, a Wisconsin limited liability company ("Alexander Guarantor"); and **ELM STREET HOLDINGS II, LLC**, a Virginia limited liability company ("Elm Street Guarantor," and Alexander Guarantor and Elm Street Guarantor being hereinafter referred to both individually and collectively, where the context may require, as "Guarantor"), for the benefit of the **BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, acting in its proprietary capacity and not in its governmental or regulatory capacity (the "County").

**RECITALS:**

WHEREAS, Laurel Hill Venture, LLC, a Virginia limited liability company ("Alexander Developer") and Laurel Hill Investments, L.C., a Virginia limited liability company ("Elm Street Developer," and collectively with Alexander Developer, "Developer"), are obligated to the County, pursuant to that certain Master Development Agreement [dated as of the date hereof] by and between the County and Developer (the "MDA"), covering certain real property located in Fairfax County, Virginia, more particularly described therein;

WHEREAS, Developer is obligated to deliver a payment and performance guaranty for [Phase I], and Developer has caused the delivery of this Guaranty by Guarantor, to satisfy Developer's obligations with respect to the delivery of such guaranty; and

WHEREAS, the Guarantor will receive material benefit from the execution of this Guaranty and the execution of the MDA by Developer;

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, Guarantor hereby guarantees the Guaranteed Obligations (hereinafter defined) upon the following terms and conditions:

1. **Incorporation of Recitals; Defined Terms.** The Recitals set forth above are hereby incorporated in this Guaranty by this reference. Capitalized terms used in this Guaranty and not otherwise defined herein shall have the meanings set forth in the MDA.

2. **Guaranteed Obligations.** The term "Guaranteed Obligations," as used herein means the timely payment and performance of all of Developer's obligations under the MDA with respect to Final Completion of Phase I; including, without limitation, the full and timely payment of all contractors, subcontractors, materialmen, engineers, architects or other Persons who have rendered or furnished services or materials that are or become a part of the initial construction thereof; *provided however*, that, subject to the remainder of this **Section 2**: (a) Alexander Guarantor's obligations under this Guaranty are limited to the payment and

performance obligations of Alexander Developer under the MDA; and (b) Elm Street Guarantor's obligations under this Guaranty are limited to the payment and performance obligations of Elm Street Developer under the MDA. Notwithstanding the preceding sentence, each Guarantor acknowledges and agrees that, in the event either Alexander Developer or Elm Street Developer becomes a Non-Defaulting Developer under the MDA with respect to Phase I and agrees to undertake any obligations of a Defaulting Developer in accordance of the terms of the MDA with respect to Phase I, the affiliated Guarantor of such undertaking Non-Defaulting Developer (*i.e.* Alexander Guarantor if Alexander Developer is the Non-Defaulting Developer agreeing to undertake obligations of a Defaulting Developer or Elm Street Guarantor if Elm Street Developer is the Non-Defaulting Developer agreeing to undertake obligations of a Defaulting Developer) hereby agrees that such additional obligations so undertaken will become a part of such Guaranteed Obligations hereunder, without any additional notice or consent being required by such Guarantor. Nothing in this Section is intended to transfer, waive or release a Guarantor of a Defaulting Developer from its Guaranteed Obligations hereunder.

3. Enforcement of Guaranty. Upon the occurrence of a default by Developer in the timely payment or performance, as the case may be, of any of its obligations under the MDA which constitute Guaranteed Obligations hereunder (or any part thereof) and which continues beyond any applicable notice and cure periods provided for in the MDA, Guarantor shall, within thirty (30) days from the date of notice from the County, pay or perform any Guaranteed Obligations then due, at its sole cost and expense.

4. Cumulative Remedies. The exercise by the County of any right or remedy hereunder or under any other instrument, or at law or in equity, shall not preclude the concurrent or subsequent exercise of any other right or remedy; *provided however*, that in any event the County shall be entitled to only one recovery of the Guaranteed Obligations from Developer and Guarantor, collectively.

5. Direct Action Against Guarantor. It shall not be necessary for the County, in order to enforce the Guaranteed Obligations, first to institute suit or exhaust its remedies against Developer or others liable on such indebtedness, liability, undertaking, or obligation, or to enforce its rights against any security which shall ever have been given to secure the same.

6. Unimpaired Liability. Guarantor hereby agrees that its obligations under the terms of this Guaranty shall not be released, diminished, impaired, reduced, or affected by the occurrence of any one or more of the following events: (a) the taking or accepting of any other security or guaranty for any or all of the Guaranteed Obligations; (b) any release, surrender, exchange, subordination, or loss of any security at any time existing in connection with any or all of the Guaranteed Obligations; (c) the insolvency, bankruptcy, or lack of partnership or corporate power of Developer, or any party at any time liable for any or all of the Guaranteed Obligations, whether now existing or hereafter occurring; (d) any neglect, delay, omission, failure, or refusal of the County to take or prosecute any action for the collection of any of the Guaranteed Obligations or to foreclose or take or prosecute any action in connection with any instrument or agreement evidencing or securing all or any part of the Guaranteed Obligations; (e) the existence of any claim, setoff, counterclaim, defense or other rights which Guarantor may have against Developer or the County, whether in connection with the Project or any other transaction; (f) any

assignment of the MDA or the Guaranteed Obligations or any part thereof; (g) the unenforceability of all or any part of the Guaranteed Obligations against Developer by reason of the fact that the act of creating the Guaranteed Obligations, or any part thereof, is ultra vires, or the officers creating same acted in excess of their authority; (h) any payment by Developer to the County in respect of the Guaranteed Obligations is held to constitute a preference under the bankruptcy laws or if for any other reason the County is required to refund such payment or pay the amount thereof to someone else; or (i) any impairment, modification, release, or limitation of liability of Developer or its estate in bankruptcy, resulting from the operation of any present or future provision of the Bankruptcy Code of the United States or from the decision of any court interpreting same.

7. Binding Effect. This Guaranty is for the benefit of the County and its respective successors and assigns.

8. Representations and Warranties. Each Guarantor represents and warrants for itself (but not the other Guarantor hereunder) that (a) it will receive a direct or indirect material benefit from the execution and delivery of the MDA; (b) this Guaranty has been duly authorized by all necessary limited liability company action on Guarantor's part and has been duly executed and delivered by a duly authorized agent of the limited liability company; (c) this Guaranty constitutes Guarantor's valid and legally binding agreement, enforceable in accordance with its terms; (d) Guarantor's execution of this Guaranty will not violate Guarantor's organizational documents or result in the breach of, or conflict with, or result in the acceleration of, any obligation under any guaranty, indenture, credit facility or other instrument to which Guarantor or any of its assets may be subject or violate any order, judgment or decree to which Guarantor or any of its assets is subject; (e) no action, suit, proceeding or investigation, judicial, administrative or otherwise (including without limitation any reorganization, bankruptcy, insolvency or similar proceeding), currently is pending or, to the best of Guarantor's knowledge, threatened against Guarantor which, either in any one instance or in the aggregate, may have a material adverse effect on Guarantor's ability to perform its obligations under this Guaranty; and (f) Guarantor is currently solvent and will not be rendered insolvent by providing this Guaranty.

9. Affirmative Covenants. At all times until the Guaranteed Obligations have been fully satisfied or Financial Completion under the MDA has occurred, each Guarantor will maintain its respective covenants set forth herein:

a. Elm Street Guarantor Financial Covenants. Elm Street Guarantor:

i. shall maintain unencumbered and unrestricted cash and cash equivalents of at least Five Million Dollars (\$5,000,000);

ii. shall maintain a Total Tangible Net Worth of not less than Forty-Five Million Dollars (\$45,000,000). **“Total Tangible Net Worth”** means the sum of (x) fifty percent (50%) of the Tangible Net Worth of Elm Street Holdings, L.L.C., a Delaware limited liability company (**“ESH Iö”**), plus (y) Elm Street Guarantor's Exclusive Tangible Net Worth. **“Elm Street Guarantor's Exclusive Tangible Net Worth”** means the Elm Street Guarantor's Tangible Net Worth, excluding the value of Elm Street

Guarantor's interest in ESH I. "Tangible Net Worth" means, with respect to Elm Street Guarantor or ESH I, (a) the value of all of such entity's assets, as determined in accordance with this Section, less (b) such entity's Direct Liabilities and intangible assets (including without limitation goodwill, franchises, patents, trademarks, trade names, copyrights, service marks and brand names). "Direct Liabilities" means, with respect to either Elm Street Guarantor or ESH I, all direct obligations of such entity, including without limitation (1) indebtedness for borrowed money or for the deferred purchase price of property or services, (2) obligations under leases which shall have been or should be, in accordance with generally accepted accounting principles consistently applied, recorded as capital leases, and (3) any unrefunded obligation of such entity to any "Employee Benefit Plan," as defined in the Employee Retirement Income Security Act of 1974, as amended.

iii. shall never have Unused Debt Capacity less than Zero Dollars (\$0). Elm Street Guarantor's "Unused Debt Capacity" shall be calculated in accordance with the following formula:

$$\begin{aligned}
 & 50\% \times [(3.0 \times \text{ESH I's Tangible Net Worth}) \text{ } \ominus \text{ } \text{ESH I's Contingent Liabilities}] \\
 + & \\
 & \quad (3.0 \times \text{Elm Street Guarantor's Exclusive Tangible Net Worth}) \text{ } \ominus \text{ } \text{Elm Street Guarantor's Contingent Liabilities} \\
 = & \quad \text{Guarantor's Unused Debt Capacity.}
 \end{aligned}$$

"Contingent Liabilities" means, with respect to Elm Street Guarantor or ESH I, the aggregate amount of indebtedness or other obligations for which such entity is contingently liable, including without limitation (x) obligations guaranteed in any manner by such entity, and (y) reimbursement obligations with respect to standby letters of credit issued for the account of such entity, all as determined in this Section 9(a).

For purposes of determining compliance with the financial covenants described in this Section 9(a):

(I) Unimproved land will be valued by an appraisal from an appraiser acceptable to both Elm Street Guarantor and the County;

(II) Real estate projects under development or construction will be valued at cost based on project cash flow statements submitted by Elm Street Guarantor and reasonably acceptable to the County;

(III) Stabilized operating real estate projects will be valued by dividing the actual net operating income for the previous twelve (12) months, based on project operating statements submitted by Elm Street Guarantor that are reasonably acceptable to the County, by a capitalization rate that is consistent with industry standards for that property type at the time such determination is made. In calculating net operating

income, operating expenses will include an industry standard for capital expenditures/reserves for replacements;

(IV) Cash and cash equivalents shall be valued at par in accordance with bank and brokerage statements;

(V) Interests in entities owned by Elm Street Guarantor or ESH I will be valued by calculating the value of the assets owned by the entities using the methods described above and applying an appropriate discount factor based on the percentage and nature of Elm Street Guarantor's or ESH I's ownership interest in the entity;

(VI) Except as otherwise provided in subparagraphs (A) and (B) below, Contingent Liabilities shall be calculated based on the outstanding principal balance of the indebtedness being guaranteed or for which Elm Street Guarantor or ESH I is contingently liable at the time of calculation;

(A) With respect to any loan guaranteed by Elm Street Guarantor or ESH I, the Contingent Liability shall be calculated based on the outstanding principal balance of the loan at the time of calculation; and

(B) With respect to any letter of credit issued as security for a property owner's obligations under a public works agreement, or as security for the provider of a bond that secures a property owner's obligations under a public works agreement, and for which Elm Street Guarantor or ESH I is liable either directly or by virtue of a guaranty of the obligations of another, the calculation of the Contingent Liability shall not include the portion of the face amount of the letter of credit attributable to the cost of the work required under the public works agreement to the extent that all of the following conditions have been satisfied: (1) either (a) the Direct Liabilities include a loan the proceeds of which will be used to finance the work required under the public works agreement or (b) the Contingent Liabilities include a guaranty of a loan the proceeds of which will be used to finance the work required under the public works agreement, (2) the work required under the public works agreement has been completed and accepted by the relevant municipality, and (3) loan proceeds have been advanced to reimburse the property owner for the cost of such work. Direct reimbursement obligations with respect to, or guaranties of, letters of credit or any portion of the face amount thereof securing maintenance obligations of a property owner will be included in the calculation of Contingent Liabilities at the full face value of the letter of credit, or the portion thereof that is attributable to such maintenance obligations.

b. Alexander Guarantor Financial Covenants. Alexander Guarantor agrees to maintain at least One Million Five Hundred Thousand Dollars (\$1,500,000) (**“Alexander Guarantor’s Minimum Net Worth”**) in those certain deposit and investment accounts held by Alexander Guarantor which have been offered to the County as evidence of Alexander Guarantor's creditworthiness, as provided below:

i. The Alexander Guarantor shall maintain at least Five Hundred Thousand Dollars (\$500,000.00) in an account with a bank whose deposits are FDIC insured (the "Alexander Guarantor Deposit Account"); and

ii. The Alexander Guarantor shall maintain at least One Million Dollars (\$1,000,000.00) in an investment account (the "Alexander Guarantor Investment Account", and, together the Alexander Guarantor Deposit Account, the "Alexander Guarantor Security Accounts") with Charles Schwab or another investment manager selected by Alexander and reasonably acceptable to the County (the "Investment Account Manager").

The Alexander Guarantor Security Accounts shall be retained by the Alexander Guarantor at all times until twelve (12) months after the Final Completion of Phase I. Until the date which is twelve (12) months after the Final Completion of Phase I, the investments made by the Investment Account Manager on behalf of the Alexander Guarantor with funds from the Alexander Guarantor Investment Account shall be limited to investments in federal, state and municipal bonds and mutual funds, provided that at no time shall more than thirty percent (30%) of such funds be invested in equity mutual funds without the prior approval of the County. No other investments of the sums on deposit in the Alexander Guarantor Investment Account shall be allowed except as expressly permitted herein; and *provided further*, notwithstanding the immediately preceding sentence, neither Alexander Guarantor nor Investment Account Manager may make any new investments from the Alexander Guarantor Investment Account during an period in which Developer is in an Event of Default under the MDA which remains uncured. All interest earned on the Alexander Guarantor Deposit Account and all income earned on investments made with funds in the Alexander Guarantor Investment Account shall be the property of the Alexander Guarantor; *provided however*, all such interest and income shall be retained in the Alexander Guarantor Security Accounts. Alexander Guarantor shall be responsible for payment of any federal, state or local income or other tax applicable to the income earned on the Alexander Guarantor Security Accounts. The Alexander Guarantor shall deposit additional cash in the Alexander Guarantor Deposit Account or the Alexander Guarantor Investment Account, or both, in the event the amount in either or both such accounts drops below the amounts set forth hereinabove. The Alexander Guarantor may not transfer funds out of the Alexander Guarantor Security Accounts without the prior written consent of the County, which may be granted or withheld in the County's sole but reasonable discretion. Alexander Guarantor acknowledges and agrees that Alexander Guarantor's liability under this Guaranty is not limited by either Alexander Guarantor's Minimum Net Worth or the amounts held in the Alexander Guarantor Security Accounts.

c. Financial Reporting Requirements. Every six (6) months after execution of this Guaranty, and at such other times as the County may reasonably request, each Guarantor shall provide a financial statement, certified by Guarantor to be true and correct in all material respects, with sufficient detail, as reasonably requested by the County, for the County to determine that such Guarantor has satisfied its financial covenants set forth herein.

d. Limited Liability Company Existence. Each Guarantor will do any and all

things necessary to preserve and keep in full force and effect its limited liability company status in good standing under the laws of the state of its organization and in the Commonwealth of Virginia.

10. Waiver and Subordination. Guarantor (a) waives to the fullest extent permitted by law any rights that Guarantor may have: (i) against Developer by reason of any one or more payments or acts in compliance with the obligations of Guarantor hereunder, (ii) to assert a counterclaim, other than a mandatory or compulsory counterclaim, in any action or proceeding brought against Guarantor, and (iii) to presentment for payment, demand, protest, notice of nonpayment or failure to perform or observe, or any other proof, notice or demand (except as may be otherwise expressly required herein); and (b) subordinates any liability or indebtedness of Developer held by Guarantor to the obligations of Developer to the County under the MDA for the Guaranteed Obligations.

11. Enforcement Costs. Guarantor hereby agrees to pay, on written demand by the County, all costs incurred by the County in collecting any amount payable under this Guaranty or enforcing or protecting its rights under the Guaranty in each case whether or not legal proceedings are commenced. Such fees and expenses include, without limitation, reasonable fees for attorneys and other hired professionals, court fees, costs incurred in connection with pre-trial, trial and appellate level proceedings (including discovery and expert witnesses), costs incurred in post-judgment collection efforts or in any bankruptcy proceeding. Amounts incurred by the County shall be immediately due and payable, and shall bear interest from the date of disbursement until paid in full, if not paid in full within ten (10) business days after Lender's written demand for payment at a rate equal to twelve percent (12%) per annum, compounded monthly, or the highest amount allowed by law, whichever is less.

12. Notices. Any notice, demand, statement, request or consent made hereunder shall be in writing and shall be deemed to be received by the addressee on the day such notice is delivered in hand, on the following day if tendered to a nationally recognized overnight delivery service or on the third day following the day such notice is deposited with the United States Postal Service first class certified mail, return receipt requested, in either instance, addressed to the address, as set forth below, of the party to whom such notice is to be given, or to such other address as either party shall in like manner designate in writing. The addresses of the parties are as follows:

Guarantor:

National Ventures, LLC  
c/o The Alexander Company, Inc.  
145 E. Badger Road, Suite 200  
Madison, Wisconsin 53713  
Attention: David Vos

And:

Elm Street Holdings II, LLC

c/o Elm Street Communities, Inc.  
1355 Beverly Road, Suite 240  
McLean, Virginia 22101  
Attention: James L. Perry, Vice-President

With a copy to:

McGuireWoods LLP  
1750 Tysons Boulevard, Suite 1800  
Tysons Corner, Virginia 22101-4215  
Attention: Gregory A. Riegler, Esq.

the County:

Board of Supervisors of Fairfax County, Virginia  
12000 Government Center Parkway  
Fairfax, VA 22035  
Attention: County Executive

With a Copy to:

Office of the County Attorney  
Attention: County Attorney  
12000 Government Center Parkway, Suite 549  
Fairfax, Virginia 22035-0064

13. Governing Law. **THIS GUARANTY SHALL BE GOVERNED BY, INTERPRETED UNDER THE LAWS OF, AND ENFORCED IN THE COURTS OF THE COMMONWEALTH OF VIRGINIA, WITHOUT ITS REGARD TO THE APPLICATION OF ITS INTERNAL RULES GOVERNING CONFLICTS OF LAWS. ANY ACTION OR CLAIM UNDER THIS GUARANTY THAT IS BROUGHT IN A COURT OF LAW SHALL BE BROUGHT SOLELY IN THE CIRCUIT COURT OF FAIRFAX COUNTY, VIRGINIA, OR IN THE EASTERN DISTRICT COURT FOR THE EASTERN DISTRICT OF VIRGINIA, ALEXANDRIA DIVISION, OR IN THEIR RESPECTIVE SUCCESSOR COURTS.**

14. Unenforceable Provisions; Severability. If any provision of this Guaranty is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Guaranty, such provision shall be fully severable and this Guaranty shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Guaranty, and the remaining provisions of this Guaranty shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Guaranty, unless such continued effectiveness of this Guaranty, as modified, would be contrary to the basic understandings and intentions of the parties as expressed herein.

15. Entire Agreement. This Guaranty represents the entire agreement by and between the Guarantor and the County with respect to the subject matter hereof and may be amended only by an instrument in writing executed by the party or an authorized representative of the party against whom such amendment is sought to be enforced.

16. Headings. The headings in this Guaranty have been used for administrative convenience only and should not be used in interpreting and construing the meaning of any provision of this Guaranty.

17. Time of the Essence. Time is of the essence in the performance of this Guaranty.

18. Counterparts; Facsimile Signatures. Any party may execute this Guaranty by delivery to the other party of a facsimile copy hereof evidencing such party's signature. In any such case, the party executing by facsimile shall promptly thereafter provide a signed original counterpart hereof to the other parties; provided, that the non-delivery of such a signed counterpart shall not affect the validity or enforceability hereof.

EXECUTED on this the \_\_\_\_ day of \_\_\_\_\_, 2014.

**ALEXANDER GUARANTOR**

NATIONAL VENTURES, LLC, a Wisconsin limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ELM STREET GUARANTOR**

ELM STREET HOLDINGS II, LLC, a Virginia limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_