



PROFFER ALLOCATION AGREEMENT

by and between

NUGGET JOINT VENTURE, L.C.

and

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

TABLE OF CONTENTS

	Page
1. Definitions.....	3
2. Performance of Proffer Obligations.....	5
3. Allocation of Density and Uses	5
4. Division of Land	5
5. Cure Rights	6
6. Injunctive Relief.....	7
7. Attorneys' Fees.....	7
8. No Waiver.....	7
9. Lender's Consent	7
10. Governing Law, Severability	7
11. Not Partners	8
12. Exhibits	8
13. Covenants Running With the Land.....	8
14. Estoppel Certificates	8
15. Notices	9
16. Amendment.....	9
17. Release and Assumption.....	9
18. Standards and Process for Approvals	9
19. Cooperation.....	10
20. Appropriations	10
21. Entire Agreement and Interpretation	10
22. Execution	10
EXHIBIT A.....	1
EXHIBIT B.....	1
EXHIBIT C ALLOCATION CHART	1
EXHIBIT D ADDRESSES FOR NOTICE	1

This Instrument Was Prepared
By and Return Original To:

James C. Brennan
Reed Smith LLP
3110 Fairview Park Drive
Suite 1400
Falls Church, VA 22042

PROFFER ALLOCATION AGREEMENT

THIS PROFFER ALLOCATION AGREEMENT (this "Agreement") is made as of the ____ day of _____, 2014, by and between **NUGGET JOINT VENTURE, L.C.**, a Virginia limited liability company, ("Nugget") and **BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, in its proprietary capacity, and not in its governmental or regulatory capacity ("County").

WITNESSETH THAT:

WHEREAS, Nugget is the sole owner, in fee simple absolute, of certain land located in Fairfax County, Virginia, consisting of approximately 11.646 acres and having tax assessment numbers of [0152-01-0013] and [0154-05-005A] (collectively, the "Nugget Parcel"). The Nugget Parcel, along with other parcels, is more particularly shown on the attached **Exhibit A** attached hereto.

WHEREAS, the County is the sole owner, in fee simple absolute, of certain land located in Fairfax County, Virginia, consisting of 3.03 acres and having a tax assessment number as [0154-05-0005B] (the "County Parcel"). The County Parcel is more particularly shown on **Exhibit B** attached hereto.

WHEREAS, Phase II of the Dulles Corridor Metrorail Project contemplates that a new metrorail station, to be named the Innovation Center Station (the "Metro Station"), shall be constructed and placed in the median road/airport access highway near the intersection of the Dulles International Airport Access Highway/Dulles Toll Road (the "Toll Road") and Route 28.

WHEREAS, in connection with the overall development of the Metro Station, a Transit Oriented Development project (the "TOD Project"), is jointly sought and desired by Nugget and the County and is desired to be constructed by Nugget.

WHEREAS, the TOD Project, once complete, may consist of approximately 8.646 acres with approximately 1.65 million square feet of commercial, residential and retail uses, and will be placed on the Nugget Parcel.

WHEREAS, the Nugget Parcel and the County Parcel are subject to those certain Proffers associated with RZ 2009-HM-017 approved by the Fairfax County Board of Supervisors ("Board"), in its governmental capacity, on [_____] (collectively, the "Proffers").

WHEREAS, County is constructing a structured public parking garage, including up to 2108 parking spaces (the "Parking Facilities"), a minimum of twenty five (25) space kiss and ride facility (the "Kiss and Ride Facilities"), four (4) bus facilities (the "Bus Facilities") (which are to be located outside of the parking structure), secure bicycle storage facilities (the "Bicycle Storage Facilities") and ancillary transit features for the Metro Station are

to be constructed to the south of the Toll Road (the foregoing shall be referred to as, collectively, the “Garage”). The Garage will serve the Metro Station and will be designed and constructed to meet the space, functional, and operational requirements defined in that certain preliminary engineering design by the Metropolitan Airports Authority (“MWAA”), as adjusted for a Fairfax County owned, maintained, and operated garage.

WHEREAS, the Parking Facilities, Kiss and Ride Facilities, Bus Facilities, Bicycle Storage Facilities, and Garage together with the other elements comprising the Metrostation Facilities to be designed, developed and constructed, are sometimes collectively referred to herein as “Metrostation Facilities”.

WHEREAS, Nugget and the County have entered into an Infrastructure Development Agreement dated [_____] (the “Development Agreement”) to jointly develop and share the cost of certain infrastructure improvements.

WHEREAS, Nugget and the County have entered into a Reciprocal Easement Agreement dated [_____] (the “REA”) to jointly share the cost of maintenance certain infrastructure improvements, create a standard of upkeep and character of the project in a first class manner and to facilitate the development of the Property.

WHEREAS, it is the intent of Nugget and the County to enter into this Agreement to provide the allocation of the Proffers for the development of the Property.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties hereto agree as follows:

1. Definitions. The following terms as used herein or in any amendment hereof shall have the following meanings:

“Agreement” shall have the meaning set forth above.

“Allocation Chart” shall mean the Allocation of Proffer Statement attached hereto as **Exhibit C** and incorporated herein.

“Bicycle Storage Facilities” shall have the meaning set forth in the Recitals.

“Board” shall have the meaning set forth in the Recitals.

“Business Day” shall mean any day other than a Saturday, Sunday or legal holiday recognized by the Commonwealth of Virginia.

“County” shall have the meaning set forth in the preamble to this Agreement.

“County Parcel” shall have the meaning set forth in the Recitals.

“Development Agreement” shall have the meaning set forth in the Recitals.

“Garage” shall have the meaning set forth in the Recitals.

“Kiss and Ride Facilities” shall have the meaning set forth in the Recitals.

“Metro Station” shall have the meaning set forth in the Recitals.

“Metrostation Facilities” shall have the meaning set forth in the Recitals.

“Mortgage” shall mean any mortgage, deed of trust or other security instrument recorded among the Land Records of Fairfax County, Virginia, creating an interest in or affecting title to all or any part of the Nugget Parcel and the County Parcel, inclusive, and any and all renewals, modifications, consolidations, or extensions of any such instrument.

“Mortgagee” An institutional lender which may be one or more commercial or savings banks, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies, pension funds or business trusts, including but not limited to real estate investment trusts, any other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such lender, or any combination of any of the foregoing entities; provided, that each of the above entities, or any combination of such entities, shall qualify as an Mortgagee if (a) each such entity shall be subject to the jurisdiction of the courts of the Commonwealth of Virginia (either state or federal) in any actions relating the project, and (b) each such entity, or combination of such entities, shall have individual or combined assets, as the case may be, of not less than Two Billion Dollars (\$2,000,000,000).

“MWAA” shall have the meaning set forth in the Recitals.

“Nugget” shall have the meaning set forth in the preamble to this Agreement.

“Nugget Parcel” shall have the meaning set forth in the Recitals.

“Parcel Owner” shall mean the Person(s) who from time to time is (are) the owner(s) of fee simple title to a Parcel and a Mortgagee in possession of a Parcel during the period of the Mortgagee’s actual possession; provided, however, that the term shall not include a Mortgagee or any other Person who holds only a lien or security interest in a Parcel as security for the performance of an obligation (including a leasehold Mortgagee) unless and until such Mortgagee or other Person shall have either acquired record legal title to the Parcel through foreclosure or any proceeding in lieu thereof or entered into actual possession of the Parcel.

“Parcel” shall mean any parcel which comprises all or a portion of the Nugget Parcel and the County Parcel.

“Parking Facilities” shall have the meaning set forth in the Recital.

“Person” shall mean an individual, corporation, trust, association, unincorporated association, estate, partnership, joint venture, limited liability company or other legal entity, including a governmental entity.

“Proffers” shall have the meaning set forth in the Recitals.

“Property” shall the County Parcel and the Nugget Parcel.

“TOD Project” shall have the meaning set forth in the Recitals.

“Toll Road” shall have the meaning set forth in the Recitals.

2. Performance of Proffer Obligations.

(a) The County Parcel Owner shall be responsible, at its sole cost and expense, for the performance of the Proffers allocated to the County Parcel Owner on the Allocation Chart, including the payment and performance of all costs, expenses, assessments and agreements relating thereto so as not to impact or delay the development, the construction and occupancy of the office, residential, retail and hotel uses, as applicable, on the Nugget Parcel and/or bond release by the other Parcel Owners.

(b) The Nugget Parcel Owner shall be responsible, at its sole cost and expense, for the performance of the Proffers allocated to the Nugget Parcel Owner on the Allocation Chart, including the payment and performance of all costs, expenses, assessments and agreements relating thereto so as not to impact or delay the development, the construction and occupancy of Metrostation Facilities and/or bond release by the County.

3. Allocation of Density and Uses. The gross floor area and the uses and densities in the Proffers shall be solely allocated to the Nugget Parcel. In the event of any future division of the Nugget Parcel, Nugget shall have the option of assigning all or any portion of gross floor area and uses and densities to portions of Nugget Parcel. This may be evidenced by executing and recording an amendment to this Agreement which, upon request of Nugget, the County shall promptly join in and execute.

4. Division of Land.

(a) Notwithstanding the allocation in Section 3 above, in the event of any future division of the Nugget Parcel, Nugget Parcel Owner shall have the option of assigning all or any portion of the rights, obligations and benefits under the Proffers, and this Agreement that are attributable or allocated to the Nugget Parcel Owner to the successor owner of any such divided portion and so long as such successor assumes such obligations in writing, the Nugget Parcel Owner shall be released from the assigned and assumed obligations.

(b) The reference in Sections 3 and 4 of this Agreement to “future division” or “divided portions” includes, without limitation, subdivision, re-subdivision, boundary line adjustments, land condominiums, air-rights divisions and ground leases.

(c) Nugget and the County, as applicable, shall join in and execute such documents to implement the provisions of this Section 4; provided such request by Nugget of the County does not materially adversely affect the County Property as a public parking garage.

(d) County acknowledges and agrees that the development of the Nugget Property will be over a long term period and may need to adjust to the market or other economic conditions. Accordingly, Nugget shall have the unilateral right, at its sole expense, to amend, modify or restate from time to time the CDP/FDP and the Proffers with respect to the Nugget Property. When requested by Nugget in Nugget's efforts to plan, re-plan, rezone, design, re-design, engineer, develop, construct, use and/or operate the Nugget Property, the County shall from time to time take the requested action(s) and, provide, join in and/or sign various consents, further assurances, resolutions, applications, association documents, easements, deeds, plats, subdivisions, site plans, proffers, letters of interpretation and any other documents necessary for the planning or re-planning, design or re-design, rezoning, engineering, approval, development, operation, use, bond release and/or any necessary activity of the Nugget Property; provided such request by Nugget of the County does not materially adversely affect the County Property as a public parking garage. The County shall not delay, impede, interfere, or disrupts the planning or re-planning, design or re-design, rezoning, engineering, approval, development, operation, use, and/or any development activity of Nugget Property.

5. Cure Rights. If the County Parcel Owner or the Nugget Parcel Owner fails to timely perform or pay any of its obligations under this Agreement (the "Defaulting Owner"), then the other Parcel Owner (a "Non-Defaulting Owner") shall have the right, but not the obligation, subject to the conditions and the notice provisions set forth below, to pay or perform the Defaulting Owner's obligations. Before the Non-defaulting Owner exercises its rights pursuant to the first sentence, the Non-Defaulting Owner shall deliver written notice to the Defaulting Owner specifying the default with reasonable specificity ("Default Notice"). If the Defaulting Owner fails to cure its default within thirty (30) days after receipt of the Default Notice (or, if the default is capable of being cured, but cannot be cured within such thirty (30) day period, if the Defaulting Owner does not commence to cure the default within said thirty (30) day period and thereafter diligently prosecute a cure of the same to completion within a reasonable time), then the Non-Defaulting Owner shall be entitled to exercise its cure rights hereunder; provided, however, that in the case of an emergency (including, without limitation, if the Defaulting Owner's failure to perform an obligation under this Agreement results in the County, solely in its governmental or regulatory capacity, threatening to withhold or actually withholding building, occupancy or other permits for the Non-Defaulting Owner's Parcel(s) as a result of the Defaulting Owner's failure to perform an obligation under this Agreement then the Non-Defaulting Owner shall be entitled to exercise its cure rights contained herein within five (5) Business Days after delivery of the Default Notice. If the Non-defaulting Owner elects to exercise its cure rights hereunder, then the Defaulting Owner shall pay to the Non-Defaulting Owner all reasonable sums expended by the Non-defaulting Owner in connection with the actions taken by the Non-Defaulting Owner hereunder within fifteen (15) Business Days after receipt by the Defaulting Owner from the Non-Defaulting Owner of a written demand for payment. Any monies not paid by the Defaulting Owner to the Non-Defaulting Owner within the fifteen (15) Business Day period shall thereafter accrue interest at the rate of 12% per annum (prorated on a per diem basis) commencing on the first day following the expiration of fifteen (15) Business Day period and ending on the date that such sum, together with all accrued interest thereon, is received by the Non-Defaulting Owner. The remedies provided herein shall be in addition to any other remedies afforded to the Non-Defaulting Owner in this Agreement or at law or in equity and not in lieu thereof. The Defaulting Owner hereby grants to the Non-Defaulting Owner all necessary temporary and non-exclusive easements and rights of way over

the Defaulting Owner's land to permit the Non-Defaulting Owner to exercise its non-monetary cure rights hereunder including the right to use adjoining property during the periods of actual construction or maintenance. Any action by an Owner taken pursuant to this Section 5 shall be taken at such times and in such manner as to cause the least practical interference with the business or garage operations being conducted by the Defaulting Owner or the owners of other land encumbered by this Agreement. Except for any grossly negligent, willful act or omission, or bad faith, the Non-Defaulting Owner shall not be liable or in any way responsible for any loss, inconvenience, annoyance or damage resulting to the Defaulting Owner or anyone holding under the Defaulting Owner for any action taken pursuant to this Section 5.

6. Injunctive Relief. In the event of any violation or threatened violation by the County Parcel Owner, the Nugget Parcel Owner or any Parcel Owner of any of the terms, restrictions, covenants and conditions of this Agreement (whether affirmative or negative in nature), the County Parcel Owner, the Nugget Parcel Owner or any Parcel Owner, as applicable, shall, in addition to such other rights or remedies permitted in this Agreement or at law or in equity, have the right to enjoin such violation or threatened violation by action or suit brought in a court of competent jurisdiction. Except in the case of an emergency, each Parcel Owner shall give at least five (5) Business Days written notice of such violation to the other Parcel Owner responsible therefor before commencing an action or suit to enjoin a violation or threatened violation of this Agreement.

7. Attorneys' Fees. In the event a Parcel Owner shall institute any action or proceeding against any other Parcel Owner relating to the provisions of this Agreement, or any default hereunder, then, and in that event, the unsuccessful litigant in such action or proceeding shall reimburse the successful litigant therein for the reasonable expenses of attorneys' fees and disbursements incurred therein by the successful litigant.

8. No Waiver. No act or thing done or performed by a Non-Defaulting Owner pursuant to this Agreement and no omission to act pursuant to this Agreement shall be construed as a waiver of any default by the Defaulting Owner or as a waiver of any covenant, term or condition herein contained or of the performance thereof.

9. Lender's Consent. So long as the land owned by a Defaulting Owner remains encumbered by a Mortgage of which the Non-Defaulting Owner is provided written notice, the Non-Defaulting Owner will mail or deliver to the Defaulting Owner's Mortgagee, at the address provided to the Non-Defaulting Owner and in the manner provided in Section 15, copies of all notices of default permitted or required to be given by the Non-Defaulting Owner under and pursuant to the terms and provisions of this Agreement. At any time before the Non-Defaulting Owner performs construction, maintenance, installation, repair or replacement work pursuant to Section 5 because of any default of the Defaulting Owner, or within the time permitted the Defaulting Owner for curing any default under this Agreement as provided therein, the Defaulting Owner's Mortgagee may, but shall have no obligation to, cure such defaults of the Defaulting Owner. Notwithstanding the foregoing, the Non-Defaulting Owner shall incur no liability for failure to provide copies of such notices to the Defaulting Owner's Mortgagee.

10. Governing Law, Severability. If any term, covenant or condition of this Agreement shall be invalid or unenforceable, the remainder of this Agreement, or the application

of such term or provision to circumstances other than those to which it is held to be invalid or unenforceable, shall not be affected thereby and each term, covenant, condition and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law. This Agreement and the performance hereof shall be governed by the laws of the Commonwealth of Virginia.

11. Not Partners. Nothing herein is intended nor shall be deemed to create a joint venture or partnership among any of the parties hereto or any mortgagee or the successor-in-interest of any of them.

12. Exhibits. The exhibits mentioned herein (together with all schedules and attachments thereto or referenced therein) are hereby incorporated herein by reference and made a part hereof as fully as if set forth in full herein.

13. Covenants Running With the Land. Subject to the provisions contained in Paragraph 17, all covenants, conditions and agreements contained in this Agreement shall be covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, and any and all present and future Parcel Owners and their respective heirs, successors, administrators and assigns (but *specifically excluding* all Persons that are bona fide third party purchasers of completed individual residential residences and/or condominium units within buildings constructed on the Nugget Parcel or the County Parcel). The rights and privileges established herein shall not be construed to create any right in or for any third party or for the benefit of the general public.

14. Estoppel Certificates. At any time and from time to time upon the request of any Owner or Mortgagee, as the case may be, but no more than twice per year, on or before the date specified in the request therefor, which date shall not be earlier than thirty (30) days from the making of such request, a Parcel Owner(s) shall execute, acknowledge and deliver to the party making such request a certificate evidencing whether or not:

- A. this Agreement is in full force and effect;
- B. this Agreement has been modified or amended in any respect;
- C. there are any existing defaults affecting or arising hereunder, to the knowledge of the party executing the certificate and specifying the nature of such defaults, if any;
- D. there are due with respect to this Agreement any sums due pursuant to Sections 2 or 5 of this Agreement; and
- E. such other information as the requesting party may reasonably request.

Each certificate delivered pursuant to this Paragraph may be relied on by the Owner requesting the same and any prospective purchaser or Mortgagee of the requesting Owner.

15. Notices. All notices, requests and other communications under this Agreement shall be in writing and shall be hand delivered (with signed receipts) or sent by a nationally recognized overnight delivery service, postage prepaid, to the applicable party pursuant to the addresses set forth on Exhibit D or such other person or address the Parcel Owner shall have given upon notice as herein provided. All such notices, requests and other communications shall be deemed to have been sufficiently given for all purposes hereof on the date of hand delivery or on the day after the date of delivery thereof to the overnight delivery service.

16. Amendment. This Agreement may be amended by a written agreement signed by all Parcel Owners and recorded among the Land Records of Fairfax County, Virginia. The parties shall cooperate with one another and take such actions of further assurances as may be requested by another party consistent with the terms of this Agreement.

17. Release and Assumption. The obligations and liabilities of a Parcel Owner under this Agreement shall apply only with respect to the period that such Parcel Owner owns fee simple title (or ground leasehold, etc.) to a Parcel. Upon conveyance by an Owner of all of its fee simple interest to a Parcel (other than to a Mortgagee as security for a loan), such Parcel Owner shall be relieved of all obligations and liabilities under this Agreement arising after the date of the conveyance, but such Parcel Owner shall remain liable for all obligations and liabilities which accrued during the period of its ownership. Upon the conveyance, the successor, transferee or assign in ownership or interest of any such party shall automatically become liable for all obligations arising after the date of the conveyance, but only during the period of such successors, transferees or assignees ownership.

18. Standards and Process for Approvals. In connection with any approval under the Allocation Chart the following standards and procedures shall apply unless a more stringent standard is provided therein:

The party requesting approval (“Requesting Party”) shall submit to the other party (“Approving Party”) the item or items for which approval is being requested (“Requested Item”). If the Approving Party determines that it is acceptable utilizing the Approving Party’s reasonable and good faith judgment without any conditions imposed not contemplated by this Agreement or the Allocation Chart, the Approving Party shall so notify the Requesting Party within ten (10) days of the request by the Requesting Party and thereafter promptly (but no later than five (5) days) execute and deliver such Requested Items as appropriate or state in writing that such Requested Item is approved. If the Requesting Party does not receive the Approving Party’s response at the end of such 10-day period, the Requesting Party may resubmit its written request to the Approving Party (the “Second Notice”). The Second Notice shall make reference to the first notice regarding the Requested Item and shall bear the following legend in capital letters:

“FAILURE TO RESPOND TO THIS NOTICE WITHIN FIVE (5) BUSINESS DAYS FOLLOWING RECEIPT SHALL BE DEEMED TO CONSTITUTE CONSENT AND APPROVAL TO THE REQUESTED ITEM DESCRIBED HEREIN.”

If the Approving Party does not approve or disapprove the Requested Item within five (5) business days after the Approving Party shall have received the Requesting Party's Second Notice, the Approving Party shall be deemed to have irrevocably consented to and approved the Requested Item, whereupon the Approving Party shall thereafter promptly execute any documents as may be required with respect to the deemed approved Requested Item. If the Approving Party reasonably and in good faith, without any conditions not contemplated by this Agreement or the Allocation Chart, determines the Requested Item is not acceptable, the Approving Party shall so notify the Requesting Party in the time periods required, specifying in detail the specific revisions that need to be made for the Requested Item to be reasonably acceptable to the Approving Party. In such latter event, the Requesting Party shall revise the proposed Requested Item as it deems appropriate in its reasonable discretion and resubmit it to the Approving Party for review. Thereafter, each subsequent review by the Approving Party shall be carried out within three (3) business days of the date of re-submission of the Requested Item (or any revisions thereto). If, at any time, the Approving Party and the Requesting Party are unable to resolve the Requested Item requiring approval within thirty (30) days, either party may take such action at law and in equity to enforce its rights under this Agreement.

19. Cooperation. The parties hereto shall cooperate with the other, at no cost and expense to the cooperating party and at no premium to the requesting party, to facilitate the performance of each party's obligations under this Agreement. Appropriations. To the extent so required by the law of the Commonwealth of Virginia, any and all of County's financial obligations under this Contract are subject to appropriations by the Fairfax County Board of Supervisors.

21. Entire Agreement and Interpretation. This Agreement contains the entire agreement between the parties. There are no promises or other agreements, oral or written, express or implied, between the parties other than as herein set forth. This Agreement may not be amended or modified except by written instrument signed by the party to be charged with such amendment or modification. The section and paragraph headings in this Agreement are inserted for convenience only and in no manner expand, limit or otherwise define the terms hereof. Whenever the singular or plural number, or the masculine, feminine or neuter gender is used in this Agreement, it shall equally include the other as the context may require. Execution. This Agreement may be executed in one or more counterparts, all of which shall be but one Agreement and all of which shall have the same force and effect as if all parties hereto had executed a single copy. Either party may execute a counterpart of this Agreement and deliver the same to the other party by means of facsimile transmission or other electronic means, and any such counterpart so executed shall be binding and enforceable, to the same effect as if an original counterpart had been executed and delivered.

[SIGNATURES FOLLOW ON THE NEXT PAGES]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, acting in its proprietary capacity and not its governmental or regulatory capacity

By: _____
Name: _____
Its: _____

COMMONWEALTH OF VIRGINIA
City/County of _____, to wit:

The foregoing instrument was acknowledged before me this _____ day of _____ 2014, by _____ as _____ of Board of Supervisors of Fairfax County, Virginia.

In testimony whereof I have affixed my official seal on the date first above written.

Notary Public

My Commission Expires: _____
Notary Registration Number: _____

NUGGET JOINT VENTURE, L.C., a
Virginia limited liability company

By: **ALLEN & ROCKS, INC.**, its
manager

By: _____
Samuel A. Rocks
Vice President and Secretary

COMMONWEALTH OF VIRGINIA
City/County of _____, to wit:

The foregoing instrument was acknowledged before me this _____ day of _____
2014, by Samuel A. Rocks, Vice President and Secretary of Allen & Rocks, Inc., as the Manager
of Nugget Joint Venture, L.C.

In testimony whereof I have affixed my official seal on the date first above written.

Notary Public

My Commission Expires: _____
Notary Registration Number: _____

EXHIBIT A

EXHIBIT B

EXHIBIT C
ALLOCATION CHART

EXHIBIT D
ADDRESSES FOR NOTICE

If to 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

And with a copy to:

Department of Public Works and Environmental Services
Building Design and Construction Division
Attention: Carey Needham, Director
12000 Government Center Parkway, Suite 449
Fairfax, Virginia 22035

If to Nugget:

Nugget Joint Venture, L.C.
Attention: Samuel A. Rocks
1960 Gallows Road, Suite 300
Vienna, Virginia 22182

And with a copy to:

Michael Rocks
c/o Rocks Co.
1960 Gallows Road, Suite 300
Vienna, Virginia 22182

And with a copy to:

Reed Smith LLP
3110 Fairview Park Drive
Suite 1400
Falls Church, Virginia 22042
Attention: James C. Brennan, Esq.

Either party may change the address(es) to which any such Notice is to be delivered by furnishing ten (10) days written notice of such change(s) to the other party in accordance with the provisions of this Section 15.