

EXHIBIT G

COMPLETION GUARANTY

(Lease Guaranty)

THIS **COMPLETION GUARANTY** (this **`Guaranty\_**) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by **COMMUNITY HOUSING, INC.**, a Maryland non-stock corporation (**`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, as landlord under the Ground Lease (defined below) (**`Landlord\_**).

RECITALS:

WHEREAS, Landlord and \_\_\_\_\_, a \_\_\_\_\_ (**`Tenant\_**) entered into that certain Deed of Lease dated as of the date hereof (the **`Ground Lease\_**), covering certain real property located in Fairfax County, Virginia, more particularly described therein;

WHEREAS, as a material inducement to Landlord entering into the Ground Lease, Tenant is obligated to construct the Initial Construction Work (as defined in the Ground Lease) and to cause the delivery of a completion guaranty securing the payment and performance of Tenant's obligations to complete the Initial Construction Work under the Ground Lease;

WHEREAS, Tenant has caused the delivery of this Guaranty by Guarantor, to satisfy Tenant's obligations with respect to the foregoing Recital; and

WHEREAS, Guarantor will receive material benefit from the execution of this Guaranty and the execution of the Ground Lease by Tenant;

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 Ground Lease.

2. Guaranteed Obligations. Guarantor irrevocably and unconditionally guarantees to the payment and performance of all Guaranteed Obligations in this Guaranty. The term **`Guaranteed Obligations\_** as used herein means the timely payment and performance of all of Tenant's obligations to complete and deliver the

Initial Construction Work under the Ground Lease; including, without limitation: (i) the full and timely performance of all of the Initial Construction Work in strict accordance with the terms of the Ground Lease, free and clear of any and all liens or encumbrances which may arise from, or in any way relate to the Initial Construction Work (except and limited to the extent such liens or encumbrances or expressly provided for in the Ground Lease); and (ii) the full and timely payment of all contractors, subcontractors, materialmen, engineers, architects or other persons or entities who have rendered or furnished services or materials for the Initial Construction Work that are the obligations of Tenant under the Ground Lease. Nothing in this Section is intended to transfer, waive or release Tenant from its obligations for the Final Completion of the Initial Construction Work under the Ground Lease.

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

4. Cumulative Remedies. The exercise by Landlord 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 Landlord shall be entitled to only one recovery (i.e. no `double recovery\_) for each of the Guaranteed Obligations from Tenant and Guarantor, collectively.

5. Direct Action Against Guarantor. It shall not be necessary for Landlord, in order to enforce the Guaranteed Obligations, first to institute suit or exhaust its remedies against Tenant 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. Guarantor acknowledges and agrees that it is a primary party of this Guaranty and not merely a surety of the Ground Lease.

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 Tenant, 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 Landlord 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) subject to Section 3 above, the existence of any claim, setoff, counterclaim, defense or other rights

which Guarantor may have against Tenant or Landlord, whether in connection with the Project or any other transaction; (f) any assignment of the Ground Lease or the Guaranteed Obligations or any part thereof; (g) any termination of the Ground Lease or dispossession of Tenant under the Ground Lease as a result of an uncured Event of Default by Tenant prior to the Final Completion of the Initial Construction Work; (h) the unenforceability of all or any part of the Guaranteed Obligations against Tenant 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; (i) any payment by Tenant to Landlord in respect of the Guaranteed Obligations is held to constitute a preference under the bankruptcy laws or if for any other reason Landlord is required to refund such payment or pay the amount thereof to someone else; or (j) any impairment, modification, release, or limitation of liability of Tenant 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 Landlord and its respective successors and assigns.

8. Representations and Warranties. Guarantor represents and warrants that (a) it will receive a direct or indirect material benefit from the execution and delivery of the Ground Lease; (b) this Guaranty has been duly authorized by all necessary corporate 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, Guarantor will maintain the covenants set forth herein:

a. Financial Covenants. At all times until the Guaranteed Obligations have been fully satisfied, Guarantor (collectively, not individually) shall comply the following financial covenants:

(i) Net Worth Covenant. Guarantor will maintain a tangible aggregate net worth at least equal to Twenty-Five Million Dollars (\$25,000,000). For

purposes of this Guaranty, 'tangible aggregate net worth' means, as of a given date, Guarantor's equity calculated in conformance with generally accepted accounting principles by subtracting total liabilities from total tangible assets.

(ii) Liquidity. Guarantor will maintain liquidity at least equal to One Million Dollars (\$1,000,000). For purposes of this Guaranty, 'liquidity' means (A) cash, (B) cash equivalents, (C) unencumbered, marketable securities and (D) immediately available, unused lines of credit.

b. Financial Reporting Requirements. Within six (6) months following the end of Guarantor's fiscal year (*i.e.* December 31<sup>st</sup>) for each year this Guaranty remains in effect, and at such other times as Landlord may reasonably request (including, without limitation, at any time after the occurrence and during the existence of an Event of Default under the Ground Lease), 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 Landlord, for Landlord to determine that such Guarantor has satisfied its financial covenants set forth herein. Guarantor agrees to send written notice to Landlord prior to any change in Guarantor's fiscal year.

c. Corporate Existence. Guarantor will do any and all things necessary to preserve and keep in full force and effect its corporate 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: (i) any rights that Guarantor may have against Tenant 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, (iii) all rights and remedies accorded by applicable law to sureties or guarantors, except any rights of subrogation and contribution (the exercise of which are subject to the terms of this Guaranty), and (iv) 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 Tenant held by Guarantor to the obligations of Tenant to Landlord under the Ground Lease for the Guaranteed Obligations. Guarantor agrees that any liability or indebtedness of Tenant held by Guarantor is subordinate to Tenant's obligations to Landlord under the Ground Lease. Guarantor agrees that no payment by it under this Guaranty shall give rise to any rights of subrogation against Tenant.

11. Enforcement Costs. Guarantor hereby agrees to pay, on written demand by Landlord, all costs incurred by Landlord 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 Landlord 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 Landlord's written demand for payment at a rate equal to the Prime Rate plus four percent (4%) per annum, compounded monthly, or the highest amount allowed by law, whichever is less. For purposes of this Section, the **'Prime Rate'** shall mean the prime or base rate announced as such from time to time by Citibank, N.A., or its successors, at its principal office. Any interest payable under this Guaranty with reference to the Prime Rate shall be adjusted on a daily basis, based upon the Prime Rate in effect at the time in question, and shall be calculated on the basis of a 360 day year with twelve months of 30 days each.

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:

Community Housing, Inc.  
8403 Colesville Road  
Suite 1150  
Silver Springs, MD 20910  
Attention: Christopher LoPiano

With a Copy to:

Klein Hornig LLP  
1275 K Street, NW  
Suite 1200  
Washington, DC 20005  
Attention: Aaron O'Toole

Landlord:

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, VA 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 Guarantor and Landlord 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.

19. Termination. This Guaranty shall terminate without further action upon the completion of all of the Guaranteed Obligations under the Ground Lease and the

payment and performance of any and all Guaranteed Obligations that are due to be paid or performed at the time of such termination.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date and year first written above.

**GUARANTOR**

**COMMUNITY HOUSING, INC.,** a  
Maryland non-stock corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_