

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT, dated as of the ____ day of February, 2007 (this "**Agreement**"), by and between the **FAIRFAX COUNTY SCHOOL BOARD**, a body corporate and politic (the "**Seller**"), and the **CITY OF FAIRFAX, VIRGINIA**, a Virginia municipal corporation (the "**Purchaser**"), recites and provides as follows:

RECITALS

A. The Seller is the owner of certain land located at 10515 School Street, in the City of Fairfax, Virginia, identified within such City's parcel identification system as Parcel No. 57-4-((1))-6, and more particularly described in the attached Exhibit A (the "**Land**").

B. The Land is improved with various buildings, structures, fixtures and other items of real estate located on the Land, including a building containing approximately 18,509 square feet (collectively, the "**Improvements**," and together with the Land, the "**Property**").

C. The Seller is willing to sell the Property to the Purchaser, and the Purchaser wishes to purchase the Property from the Seller, in accordance with, and subject to, the provisions of this Agreement.

D. To facilitate such goals, and to set forth certain understandings pertaining to the contemplated transaction, the Seller and the Purchaser wish to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of \$100 earnest money paid, the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and the Purchaser (together, the "**Parties**") agree as follows:

**ARTICLE I
PURCHASE AND SALE;
PURCHASE PRICE; DEPOSIT**

1.1. Purchase and Sale. For the purchase price determined under Section 1.2 (the "**Purchase Price**"), and upon compliance with the other provisions of this Agreement, the Seller will sell, and the Purchaser will acquire, the Property on the Closing Date (determined under Section 5.1).

1.2. Purchase and Sale. The Seller agrees to sell and the Purchaser agrees to acquire the Property for \$4,000,000 (the "**Purchase Price**"), which sum shall be payable in accordance with the other terms and conditions set forth herein.

1.3. Payment of the Purchase Price. The Purchase Price shall be due and payable on the Closing Date (determined under Section 5.2) at settlement (the "Closing") under this Agreement. The Purchase Price shall be paid in the following manner:

(a) The Purchaser shall receive a credit against the Purchase Price in an amount equal to the Deposit (defined in Section 1.4) to the extent such amount is actually received by the Seller at Closing.

(b) The Purchaser shall pay the Purchase Price, as adjusted under Section 5.4 (Closing Costs), Section 5.5 (Prorations) and as otherwise may be provided in this Agreement, to the Escrow Agent (defined in Section 5.1) before 12:00 noon on the Closing Date in cash by making a wire transfer of immediately available federal funds to the account specified by the Escrow Agent (and approved by the Seller) at or prior to the Closing.

1.4. Deposit. Contemporaneously with the Purchaser's delivery of a counterpart of this Agreement duly executed on behalf of the Purchaser, the Purchaser also shall deliver the \$100 earnest money deposit (the "Deposit") to the Seller. The Deposit shall not bear interest. If Closing occurs, the Deposit shall be applied as specified in this Agreement. If Closing does not occur as provided in this Agreement, the Deposit shall be disbursed in accordance with the applicable provision of this Agreement.

ARTICLE II SELLER'S REPRESENTATIONS

The Seller hereby makes the following representations:

2.1. Organization and Power. The Seller is a body corporate and politic duly formed and validly existing under the laws of the Commonwealth of Virginia and has all requisite powers, and all authorizations, consents and approvals of the Seller's board, to enter into and perform its obligations hereunder and under any document or instrument required to be executed and delivered on behalf of the Seller hereunder (except as to instruments that may be required under the attached Exhibit C, which may require additional board approval).

2.2. Authorization and Execution. This Agreement and the transactions contemplated under this Agreement have been duly authorized by all necessary action on the part of the Seller. This Agreement has been duly executed and delivered on behalf of the Seller and, upon due authorization and execution on behalf of the Purchaser, constitutes the valid and binding agreement of the Seller and is enforceable against the Seller in accordance with its terms.

2.3. Litigation. There is no action, suit or proceeding, pending against the Seller in any court, before any arbitrator or before or by any governmental body which questions the validity or enforceability of this Agreement or any other agreement or instrument to which the Seller is a party or by which it is bound and that is, or is to be, used in connection with this Agreement, or that would create a lien on the Property, any part thereof or any interest therein, nor has the Seller received any written notice threatening such an action, suit or proceeding.

2.4. Other Proceedings. To the Seller's knowledge, the Seller has received no written notice of any condemnation or eminent domain proceeding pending or threatened against the Property.

2.5. Brokers. The Seller has not engaged the services of, nor will the Seller become liable to, or cause the Purchaser to become liable to, any real estate broker or agent, finder or any other person or entity for any brokerage or finder's fee, commission or other similar charge with respect to the purchase and sale of the Property. This provision shall survive termination or settlement under this Agreement (and therefore shall not merge into any deed).

ARTICLE III PURCHASER'S REPRESENTATIONS AND COVENANTS

The Purchaser hereby makes the following representations:

3.1. Organization and Power. The Purchaser is a Virginia municipal corporation duly formed and validly existing under the laws of the Commonwealth of Virginia and has all requisite powers and all authorizations, consents and approvals to enter into and perform its obligations hereunder and under any document or instrument required to be executed and delivered on behalf of the Purchaser hereunder.

3.2. Authorization and Execution. This Agreement and the transactions contemplated under this Agreement have been duly authorized by all necessary action on the part of the Purchaser. This Agreement has been duly executed and delivered on behalf of the Purchaser and, upon due execution on behalf of the Seller, constitutes the valid and binding agreement of the Purchaser and is enforceable against the Purchaser in accordance with its terms.

3.3. Litigation. There is no action, suit or proceeding, pending or known to be threatened, against or affecting the Purchaser in any court or before any arbitrator or before any governmental body which questions the validity or enforceability of this Agreement or any other agreement or instrument to which the Purchaser is a party or by which it is bound and that is, or is to be, used in connection with, or is contemplated by, this Agreement.

3.4. Brokers. The Purchaser has not engaged the services of, nor will the Purchaser become liable to, or cause the Seller to become liable to, any real estate broker or agent, finder or any other person or entity for any brokerage or finder's fee, commission or other similar charge with respect to the purchase and sale of the Property. This provision shall survive termination or settlement under this Agreement (and therefore shall not merge into any deed).

3.5. New Parking Area. On or before the Closing Date, the Purchaser shall have caused the New Parking Area (defined in the attached Exhibit C) to be made available to the Seller in compliance with such Exhibit C. The Purchaser's obligations under this Section 3.5 shall survive settlement under this Agreement and shall not merge into any deed or other instrument.

ARTICLE IV
CONDITIONS AND ADDITIONAL COVENANTS

4.1. Conditions Precedent to the Purchaser's Obligations. The Purchaser's obligation to pay the Purchase Price and acquire the Property under this Agreement is subject to the satisfaction of the following conditions precedent:

(a) Deliveries. The Purchaser shall have received, on or before the Closing Date, all of the documents and other materials required under Section 5.2., each of which shall be reasonably acceptable to the Purchaser.

(b) Representations; Performance of Obligations by Seller. All of the Seller's representations made in this Agreement shall be true and correct in all material respects as of the Closing Date, as if then made; all conditions precedent to the Purchaser's obligation to perform under this Agreement shall have been satisfied in all material respects (or waived in writing); and the Seller shall have executed and delivered its deed conveying the Property to the Purchaser, and performed in all material respects all of its other covenants and other obligations under this Agreement that are to be performed on or before the Closing Date, in compliance with this Agreement.

(c) Title. At Closing, title to the Property shall be good and marketable subject only to Permitted Title Exceptions (defined in the attached Exhibit B). Title to the Property shall be insurable by a title insurance company licensed to do business in the Commonwealth of Virginia, subject only to Permitted Title Exceptions. As of the Closing Date, no party shall be in, or entitled to be in, possession of the Property other than the Seller and the Purchaser.

(d) Condition of Improvements. There shall have occurred no material adverse change in the environmental condition of the Property since the date of this Agreement.

4.2. Conditions Precedent to the Seller's Obligations. The Seller's obligation to sell, and convey title to, the Property under this Agreement is subject to the satisfaction of the following conditions precedent:

(a) Representations; Performance of Obligations by Purchaser. All of the Purchaser's representations made in this Agreement shall be true and correct in all material respects as of the Closing Date, as if then made; all conditions precedent to the Seller's obligation to perform under this Agreement shall have been satisfied in all material respects (or waived in writing); and the Purchaser shall have paid the Purchase Price and performed all of its other covenants and other obligations under this Agreement.

(b) Deliveries. The Seller shall have received, on or before the Closing Date, payment of the Purchase Price in compliance with this Agreement and all of the documents and other materials required under Section 5.3.

(c) Consent as to Proceeds. On or before the Closing Date, the Seller shall have received the consent of the Board of Supervisors of Fairfax County, Virginia (the "Board"),

to retain pursuant to Va. Code Ann. §22.1-129(A) any and all proceeds of the sale transaction to be consummated under this Agreement.

(d) New Parking Area. The Purchaser shall have caused the New Parking Area (defined in the attached Exhibit C) to be made available to the Seller in compliance with such Exhibit C.

ARTICLE V CLOSING

5.1. Closing.

(a) The Closing shall be conducted through escrow with an entity or attorney reasonably acceptable to the Seller and the Purchaser acting as closing escrow agent (the "Escrow Agent") under this Agreement. Accordingly, all documents, instruments, funds and other items required to be delivered hereunder by either of the Parties shall be delivered to the Escrow Agent under respective written escrow closing instructions from the Seller and the Purchaser (each of which instructions shall be consistent with this Agreement and otherwise reasonable in all respects). The Seller and the Purchaser shall reasonably cooperate with each other and such Escrow Agent to effect Closing.

(b) The Closing settlement shall be made on a business day determined in accordance with this Section 5.1(b). Upon satisfaction of the conditions set forth in Section 4.2(c), the Seller shall give notice to the Purchaser specifying the business day on which the Closing will occur (the "Closing Date"), which business day shall be not earlier than 30 days after the day the Purchaser receives such notice, nor later than 60 days after such day of receipt; provided, however, if no such notice is given and the Parties have not agreed otherwise, the Closing shall occur on June 15, 2007 (the "Outside Closing Date"). Except as may be otherwise provided in Sections 6.1 and 6.2, risk of loss to the Property shall remain with the Seller until the Closing. However, the Closing Date shall be equitably adjusted to accommodate any reasonable extension period provided under Sections 6.1 or 6.2.

5.2. Seller's Deliveries. At Closing, the Seller shall deliver to the Escrow Agent all of the following instruments, each of which shall have been duly executed; where applicable, acknowledged on behalf of the Seller; and shall be dated as of the Closing:

(a) A special warranty deed (the "Deed") in the Seller's customary form conveying title to the Property to the Purchaser. The description of the Land in the Deed shall be by reference to the descriptions by which the Seller acquired title to the Property.

(b) Escrow closing instructions in compliance with this Agreement.

(c) An affidavit as to mechanics' liens and parties in possession in reasonable and customary form.

(d) (i) The affidavit of the Seller under Section 1445 of the Internal Revenue Code certifying that the Seller is not a foreign corporation, foreign partnership, foreign trust, foreign estate or foreign person (as those terms are defined in the Internal Revenue Code and the Income Tax Regulations); (ii) the certificate executed by the Seller as to the reporting of certain real estate transactions required by Section 6045(e) of the Internal Revenue Code; and (iii) such other federal, state or local reports, certificates, filings or similar matters required by applicable law to be given by the Seller to transfer the Property or for the Purchaser to record the Deed, if any, each in form and substance reasonably satisfactory to the Purchaser.

5.3. Purchaser's Deliveries. At Closing, the Purchaser shall pay or deliver to the Escrow Agent the following:

- (a) Escrow closing instructions in compliance with this Agreement.
- (b) The Purchase Price as described in Article I.
- (c) Such federal, state or local reports, certificates, filings or similar matters required by applicable law to be given by the Purchaser for the Seller to transfer the Property, if any, each in form and substance reasonably satisfactory to the Seller.
- (d) Such documentation in form and substance satisfactory to the Seller as may be necessary to effect any transactions required under Exhibit C.
- (e) Any other document required to be delivered by the Purchaser hereunder at the Closing or reasonably requested by the Seller.

5.4. Closing Costs. The Purchaser shall pay all costs of any due diligence as to the Property, including any survey, title search and title insurance obtained by the Purchaser, and all fees and taxes that accrue and are payable as a result of transferring title to the Property or in connection with recording the Deed. Except as is otherwise provided in Article VII, each of the Parties shall pay their respective legal fees and other expenses in connection with this Agreement and the transaction contemplated hereunder. Each of the Parties shall pay one-half of the Escrow Agent's closing escrow services charge.

5.5. Prorations. At the Closing, all income and expenses (except as expressly provided herein) with respect to the Property and applicable to the period of time before and after the Closing shall be allocated between the Seller and the Purchaser as of the Closing Date. If accurate allocations cannot be made at the Closing because current bills are not obtainable (as, for example, in the case of utility bills), the Parties shall allocate such income or expenses at the Closing on the best available information, subject to adjustment upon receipt of the final bill or other evidence of the applicable income or expense. If upon receipt of final evidence further adjustment is indicated, the Parties shall make such adjustments within a reasonable time of such receipt.

5.6. Delivery of Property. Notwithstanding anything to the contrary in this Agreement, Seller shall have the right to occupy the Property for the Seller's current use until June 30, 2007. Not later than July 1, 2007, Seller shall deliver to Purchaser all keys for the

Property in possession of Seller. To effect the Seller's rights under this Section 5.6, Seller shall reserve an easement in the Deed granting to Seller the exclusive and sole right to occupy the Property as stated in this paragraph. The provisions of this paragraph shall survive settlement under this Agreement.

ARTICLE VI CONDEMNATION; RISK OF LOSS

6.1. Condemnation. Upon any actual or threatened taking, under the power of eminent domain, of all or any portion of the Property, or any proposed sale in lieu thereof, the Seller shall give written notice thereof to the Purchaser promptly after the Seller learns or receives notice thereof. If all of the Property is to be taken or conveyed in lieu thereof, this Agreement shall terminate without liability effective as of the date of such taking or conveyance, as applicable. All proceeds of such a transaction shall be the property of the Seller. If more than a de minimis part of the Property is, or is to be, so taken or sold, each of the Seller and the Purchaser shall have the right to terminate this Agreement without liability by giving notice to the other. If this Agreement is not so terminated, there shall be no reduction in the Purchase Price, but all proceeds, awards and other payments arising out of such condemnation or sale (actual or threatened) shall be paid to the Purchaser at Closing, or if not awarded by such date, the Seller shall assign at Closing its right to such proceeds to the Purchaser. If this Agreement is so terminated, all such sums shall be the property of the Seller.

6.2. Risk of Loss. The risk of any loss or damage due to a material adverse change in the environmental condition of the Property prior to the recordation of the Deed shall remain upon the Seller. If any such loss or damage occurs prior to Closing that the Seller elects not to remedy or repair, each of the Purchaser and the Seller shall have the right to terminate this Agreement by giving notice to the other. The risk of any other loss or damage shall be transferred to the Purchaser as of the date of this Agreement.

ARTICLE VII LIABILITY OF PURCHASER; TERMINATION BY SELLER

7.1. Liability of Purchaser. Except for any obligation expressly assumed or agreed to be assumed by the Purchaser hereunder, the Purchaser does not assume any obligation of the Seller or any liability for claims arising out of any act, omission or status occurring or existing prior to the Closing Date.

7.2. Termination by Purchaser; Remedies. If the Seller defaults in performing any of its obligations under this Agreement, the Purchaser shall provide written notice thereof to the Seller, and the Seller shall have a period of five business days after its receipt of such notice within which to cure such default to the satisfaction of the Purchaser. If the Seller fails to cure such default, the Purchaser's remedy (subject to Section 7.4) shall be limited to either (i) an action at law to recover the Purchaser's direct actual out-of-pocket damages that were caused by such default and the return of the Deposit, or (ii) specific performance of the Seller's obligation to convey title to the Property hereunder. Except for the direct damages allowed under the immediately preceding clause (i) of this Section 7.2 and under Section 7.4, the Purchaser hereby

expressly waives any right the Purchaser may have to claim or recover damages (including, without limitation, consequential, compensatory and punitive damage, as well as any other damage remedy) that may arise as a result of any default hereunder by the Seller. The Purchaser shall elect its remedy within 60 days after the date of the alleged default by either (1) filing an action at law, or (2) filing suit seeking such specific performance. Subject to Section 7.4, the remedies provided this Section 7.2 are the Purchaser's sole remedies for a default by the Seller hereunder.

7.3. Termination by Seller; Remedies. If the Purchaser defaults in performing any of its obligations under this Agreement, the Seller may provide notice thereof to the Purchaser and the Purchaser shall have five business days to cure such default to the reasonable satisfaction of the Seller. In addition, if the Purchaser fails to cure such default, the Seller's remedy (subject to Section 7.4) shall be limited to either (i) an action at law to recover the Seller's direct actual out-of-pocket damages that were caused by such default and the forfeiture of the Deposit, or (ii) specific performance of the Purchaser's obligations to purchase the Property hereunder. Except for the direct damages allowed under the immediately preceding clause (i) of this Section 7.3 and under Section 7.4, the Seller hereby expressly waives any right the Seller may have to claim or recover damages (including, without limitation, consequential, compensatory and punitive damages, as well as any other damage remedy) that may arise as a result of any default hereunder by the Purchaser. The Seller shall elect its remedy within 60 days after the date of the alleged default by either (1) filing an action at law, or (2) filing suit seeking such specific performance. Subject to Section 7.4, the remedies provided this Section 7.3 are the Seller's sole remedies for a default by the Purchaser hereunder.

7.4. Special Remedies. Anything herein to the contrary notwithstanding, the Parties shall remain liable under Section 2.5 or Section 3.4, as applicable, for direct actual out-of-pocket damages incurred as a result of a breach of such section, irrespective of any termination or settlement under this Agreement, or the election of any other remedy.

7.5. Attorney's Fees. If either of the Parties incurs legal expenses and fees in connection with an action or suit to enforce any of its rights under this Agreement, upon prevailing in such suit or action, such prevailing party shall be entitled to petition the court for a separate award of all reasonable attorney's fees and expenses so incurred.

ARTICLE VIII ACCEPTANCE OF PROPERTY; ACKNOWLEDGMENTS OF PURCHASER

THE PURCHASER ACKNOWLEDGES THAT IT HAS INSPECTED THE PROPERTY, IS FULLY FAMILIAR WITH THE PHYSICAL CONDITION AND STATE OF REPAIR THEREOF, AND, SUBJECT TO SECTION 6.1 AND SECTION 6.2, SHALL ACCEPT THE PROPERTY "AS IS" AND IN ITS PRESENT CONDITION, SUBJECT TO REASONABLE USE, WEAR, TEAR AND NATURAL DETERIORATION BETWEEN THE DATE HEREOF AND THE DATE OF CLOSING, WITHOUT ANY REDUCTION IN THE PURCHASE PRICE FOR ANY CHANGE IN SUCH CONDITION.

THE PURCHASER ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS TO BE CONVEYED BY THE SELLER TO THE PURCHASER "AS IS," "WITH ALL FAULTS," AS OF THE CLOSING DATE. THE PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT:

(1) NEITHER THE SELLER NOR ANY AGENT, EMPLOYEE OR OTHER REPRESENTATIVE OF THE SELLER (OR PURPORTED AGENT, EMPLOYEE OR OTHER REPRESENTATIVE OF THE SELLER) HAS MADE ANY GUARANTEE, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE PROPERTY OR ANY PART THEREOF (INCLUDING, WITHOUT LIMITATION, AS TO THE VALUE, USES, ZONING, HABITABILITY, CONDITION, DESIGN, OPERATION, FINANCIAL CONDITION OR PROSPECTS, OR FITNESS FOR PURPOSE OR USE OF THE PROPERTY, OR ANY PART THEREOF).

(2) UPON THE OCCURRENCE OF THE CLOSING, THE SELLER SHALL HAVE NO LIABILITY WHATSOEVER AS TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR ANY LATENT, HIDDEN, OR PATENT DEFECT AS TO THE PROPERTY, OR THE FAILURE OF THE PROPERTY (OR ANY PART THEREOF) TO COMPLY WITH ANY APPLICABLE LAWS AND REGULATIONS, OR THE FAILURE OF THE PROPERTY TO BE ELIGIBLE FOR ANY PERMIT, LICENSE APPROVAL OR SIMILAR MATTER, ANY FINANCING OR ANY INSURANCE COVERAGE.

(3) ANY INFORMATION THE PURCHASER MAY HAVE OBTAINED REGARDING IN ANY WAY ANY OF THE PROPERTY, INCLUDING WITHOUT LIMITATION, ITS OPERATIONS OR ITS HISTORY OR PROSPECTS FROM THE SELLER OR ITS AGENTS, EMPLOYEES OR OTHER REPRESENTATIVES WAS COMMUNICATED TO THE PURCHASER AS A COURTESY, WITHOUT REPRESENTATION OR WARRANTY AS TO ITS ACCURACY OR COMPLETENESS, AND NOT AS AN INDUCEMENT TO ACQUIRE THE PROPERTY; THAT NOTHING CONTAINED IN ANY OF SUCH COMMUNICATIONS SHALL CONSTITUTE OR BE DEEMED TO BE A GUARANTEE, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, BY OR FOR THE SELLER IN ANY REGARD AS TO ANY OF THE PROPERTY; AND THAT THE PURCHASER IS RELYING ONLY UPON THE PROVISIONS OF THIS AGREEMENT AND ITS ASSESSMENT OF THE PROPERTY AND ITS PROSPECTS AND THE ADVICE OF ITS ADVISORS IN DETERMINING WHETHER TO ACQUIRE THE PROPERTY.

(4) THE PROVISIONS OF THIS ARTICLE VIII SHALL SURVIVE TERMINATION OF, OR SETTLEMENT UNDER, THIS AGREEMENT.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.1. Completeness; Modification. This Agreement constitutes the entire agreement between the Parties with respect to the transactions contemplated hereby and supersedes all prior or contemporaneous discussions, understandings, agreements and negotiations between the

Parties. This Agreement may be modified only by a written instrument duly executed by the Parties.

9.2. Assignments. The Purchaser may not assign its rights hereunder except with the prior written consent of the Seller (which consent the Seller may withhold in its sole discretion). Any attempt to assign such rights shall be void.

9.3. Successors and Assigns. Subject to Section 9.2, this Agreement shall bind and inure to the benefit of the Parties and their respective permitted successors and assigns.

9.4. Days. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is a Saturday or Sunday or a legal holiday in the jurisdiction in which the action is required to be performed or in which is located the intended recipient of such notice, consent or other communication, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first business day following such Saturday, Sunday or legal holiday. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not business days.

9.5. Governing Law. This Agreement and all documents referred to herein are governed by and construed and interpreted in accordance with the laws of the Commonwealth of Virginia.

9.6. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signature on behalf of both Parties appear on each counterpart hereof, so long as each of the Parties has signed at least one counterpart. All signed counterparts hereof shall collectively constitute a single agreement.

9.7. Severability. If any non-material term, covenant or condition of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to other persons or circumstances, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9.8. Costs. Regardless of whether Closing occurs hereunder, and except as otherwise expressly provided herein, each of the Parties shall be responsible for its own costs in connection with this Agreement and the transactions contemplated hereby, including without limitation fees of attorneys, engineers and accountants. This provision shall survive termination or settlement under this Agreement (and therefore shall not merge into any deed).

9.9. Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be delivered by hand, sent prepaid by Federal Express (or a similar overnight delivery service), or sent by the United States mail, certified, postage prepaid, return receipt requested, at the addresses and with such copies as designated below. Any notice, request, demand or other communication delivered or sent in the manner aforesaid shall be deemed given or made (as the case may be) when actually delivered to the address set forth below for the intended recipient if given by hand delivery, or when deposited

) with the USPS, or when delivered to such delivery service, as the case may be. Such communication shall be deemed received when actually received.

For the Seller: Fairfax County School Board
Fairfax County School Administration Center
8115 Gatehouse Road
Falls Church, VA 22042
Attn: Dean Tistadt
Fax: (571) 423-1207

with a copy to: Hunton and Williams LLP
1751 Pinnacle Drive, Suite 1700
McLean, VA 22102
Attn: Grady Carlson, Esq.
Fax: (703) 714-7410

For the
Purchaser:

) with a copy to:

Each of the Parties may change its address or designate different or other persons or entities to receive copies by notifying the other party in a manner described in this Section.

9.10. Incorporation by Reference. All of the Exhibits and Schedules attached hereto (or, as indicated by the text, intended to be attached hereto) are by this reference incorporated herein and made a part hereof.

9.11. No Survival. Except Section 2.5, Section 3.4, Section 3.5, Article VIII, and Section 9.8, all of the representations, warranties, covenants and agreements of the Seller and the Purchaser made in, or pursuant to, this Agreement shall not survive Closing and shall merge into the Deed or any other document or instrument executed and delivered in connection herewith.

9.12. Rules of Usage.

(a) Singular words shall connote the plural number as well as the singular and vice versa, and the masculine shall include the feminine and the neuter.

(b) Unless otherwise indicated, all references herein to particular articles, sections, subsections, clauses, annexes, appendices, schedules, exhibits or similar elements are

references to articles, sections, subsections, clauses, annexes, appendices, schedules, exhibits or similar elements of this Agreement.

(c) Any table of contents, headings, subheadings or similar elements contained herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

(d) Each exhibit, schedule and other attachment attached hereto (or referred to herein as being attached hereto) is by this reference incorporated into, and made a part of, this Agreement.

(e) References to any party, person or entity shall include such party, person or entity, its successors and permitted assigns and transferees.

(f) Except as otherwise expressly provided, references to any law includes any amendment or modification to such law and any rules or regulations issued thereunder and any law enacted in substitution or replacement therefor.

(g) When used in this Agreement, words such as "hereunder," "hereto," "hereof" and "herein" and other words of like import shall, unless the context clearly indicates to the contrary, refer to the whole of the applicable document and not to any particular article, section, subsection, paragraph or clause thereof.

9.13. Rules of Construction.

The following rules of construction apply to this Agreement unless otherwise required by the context:

(a) References to "including" means including without limiting the generality of any description preceding such term, and for purposes hereof the rule of ejusdem generis shall not be applicable to limit a general statement, followed by or referable to an enumeration of specific matters, to matters similar to those specifically mentioned.

(b) The Seller and the Purchaser and their respective counsel have had the opportunity to review and revise, and request revisions to, this Agreement, and any rule of construction that any ambiguities are to be resolved against the drafting party shall be inapplicable to the construing and interpretation of this Agreement.

IN WITNESS WHEREOF, the Seller and the Purchaser have caused this Agreement to be executed in their names by their respective duly-authorized representatives.

[Remainder of Page Left Intentionally Blank.
Signatures Contained on Following Pages.]

AGREEMENT AS TO THE PURCHASE AND
SALE OF REAL PROPERTY BETWEEN
THE FAIRFAX COUNTY SCHOOL BOARD, AS SELLER,
AND THE CITY OF FAIRFAX, VIRGINIA, AS PURCHASER
SIGNATURE PAGE OF SELLER

SELLER:

FAIRFAX COUNTY SCHOOL BOARD

BY: _____

NAME: _____

TITLE: _____

AGREEMENT AS TO THE PURCHASE AND
SALE OF REAL PROPERTY BETWEEN
THE FAIRFAX COUNTY SCHOOL BOARD, AS SELLER,
AND THE CITY OF FAIRFAX, VIRGINIA, AS PURCHASER
SIGNATURE PAGE OF PURCHASER

CITY OF FAIRFAX, VIRGINIA

By: _____

Name: _____

Title: _____

Witness:

(seal)

City Clerk

Approved As To Form:

City Attorney

LIST OF EXHIBITS

1. Exhibit A – Land Description
2. Exhibit B – Permitted Title Exceptions
3. Exhibit C – The New Parking Area

EXHIBIT A

Description of the Land

Approximately 6.154 acres, a portion of which is described in the deed recorded in Deed Book 1025, at page 84 and a portion of which is described in the deed recorded in Deed Book 1277, at page 229, among the records of the Clerk of the Circuit Court of Fairfax County, Virginia.

EXHIBIT B

Permitted Title
Exceptions

1. All matters that would be disclosed by an accurate survey or an inspection of the Property.
2. C&P Tel. Co. easements in Deed Book M-9, at page 404 and Deed Book 3100, at page 3.
3. Easement to County of Fairfax, Virginia, in Deed Book 6373, at page 1415.
4. Any other matter of record that does not materially or adversely limit the use or value of the Property.
5. Any easements for utility services to the Property.
6. Any cellular tower leases or similar agreements affecting the Property.
7. Any easement necessary to effectuate the reservation contemplated under Exhibit C.

EXHIBIT C

New Parking Area

The Purchaser shall comply with the following provisions:

1. The New Parking Area shall be comprised of a single site, or a maximum of two sites, and shall be acceptable to the Seller in its sole discretion.
2. Each part of the New Parking Area must be located within [_____] of the Property and, if the New Parking Area consists of two sites, each site must be located within [_____] miles of each other.
3. The New Parking Area must be of a size that is adequate to park safely and efficiently not less than (a) 50 full size public school buses and (b) no less than 10 personal vehicles. The New Parking Area shall contain all structures and equipment necessary and desirable for a first-class school bus parking and support area as reasonably specified by the Seller (collectively, the "NPA Improvements"). The NPA Improvements shall include, but not be limited to, all paving, security systems, fencing, gates, lights, cabling and wiring, access to electricity, and power for engine heaters. The Purchaser, at its sole expense, shall cause the New Parking Area to contain all of the required NPA Improvements.
4. The Purchaser, at its sole expense, shall pay all costs associated with acquiring, leasing, planning, developing, constructing and equipping the New Parking Area in accordance with this Exhibit C. In addition, the Purchaser shall pay all costs (including, without limitation, all purchase, leasing or other costs) associated with transferring full use, enjoyment, and occupancy of the New Parking Area to the Seller in accordance with this Exhibit C. The Purchaser also shall promptly reimburse to the Seller all of its direct out-of-pocket costs associated with such acquiring, leasing, planning, developing, constructing, equipping and transfer. In connection with the acquisition, leasing, planning, development, construction, and equipping of the New Parking Area, the Purchaser, at its sole expense, shall by way of illustration (a) secure all permits and governmental fees, licenses, approvals and inspections that may be required, (b) comply with all applicable federal, state and local laws, rules, regulations, codes, standards, orders, notices and requirements, and (c) be responsible in accordance with applicable law for its acts and the acts of its agents, including any failure to fulfill the obligations specified in this paragraph.
5. Prior to the construction or installation of any NPA Improvements, the Purchaser shall provide a detailed implementation plan (the "Plan"), together with all construction documents, to the Seller for the New Parking Area. The Plan shall include a description of any and all proposed construction at the New Parking Area and shall further include the types of lighting and security measures proposed therefor. The Plan, and all related construction documents, shall be acceptable to the Seller in its sole discretion. If required by applicable law, the Purchaser shall prepare a site plan in accordance with Fairfax County standards for submission to Fairfax County, and shall submit such site plan to the Seller's Department of

Facilities and Transportation Services for review and approval by the Chief Operating Officer. The Seller agrees to assist the Purchaser in obtaining the necessary site plan approval from Fairfax County for the New Parking Area. To the extent the Purchaser proposes that any NPA Improvements will not be new construction or new equipment, the existing improvement or equipment must be fully satisfactory to the Seller in its sole discretion. Seller, at all times, shall have unrestricted sole secured access to the New Parking Area, and Purchaser agrees to deliver to Seller all necessary keys, access cards or other such similar items as may be required for entry into the New Parking Area.

6. As applicable, the Purchaser shall cause either fee simple title; fee title to a perpetual easement; or a leasehold estate of not less than 99 years duration to be transferred to the Seller on or before the Closing Date under deed or lease instruments entirely satisfactory to the Seller in its sole discretion. Title, zoning and other land use controls, environmental status and other reasonable and typical due diligence issues all shall be similarly satisfactory to the Seller. Under any estate transferred to the Seller under this provision, the Seller shall have no obligation to pay any purchase money, rent or other cost of ownership, occupancy, or possession; the Purchaser shall be obligated to pay all such costs for so long as any shall be due and payable.
7. If, after exercising good faith and due diligence, the Purchaser does not provide the New Parking Area in compliance with the requirements of paragraphs (1) - (6) of this Exhibit C on or prior to the Closing Date, the Purchaser shall not be considered in default under this Agreement. Rather, the Parties shall complete settlement as provided under this Agreement, but the Property shall be transferred subject to a reservation of an easement set forth in the Deed and in favor of the Seller that will permit the Seller to have exclusive use of the portion of the Property on which the current bus parking lot and its ancillary areas and access ways are located. Such easement shall continue until such time as the Purchaser provides a New Parking Area as required by this Exhibit C. While the easement is in effect, the Purchaser shall not sell, dispose, or otherwise encumber the Property until a New Parking Area is provided to the Seller as required by this Exhibit C. Should the New Parking Area not be provided to the Seller by the Closing Date, at the Seller's request, the Seller and the Purchaser shall execute such reasonable documentation evidencing the Seller's rights to use the Property as contemplated under this Exhibit C at no cost to the Seller.
8. If paragraph 7 of this Exhibit is applicable, the following provision shall also apply: the Purchaser shall not undertake any form of construction or demolition at the Property without the Seller's prior written consent, which it may withhold in its sole discretion, but in no event shall any such work begin on the Property prior to the Outside Closing Date. Regardless of such consent, the Seller shall continue to have, at all times during any such construction or demolition, unrestricted access to the Property and the easement area for the purposes, and under the conditions, stated in this Exhibit C. Prior to commencing any construction or demolition at the Property, the Purchaser agrees to submit copies of all construction documents and the construction schedule to the Purchaser's Department of Facilities and Transportation Services for review and approval by the Chief Operating Officer. All construction or

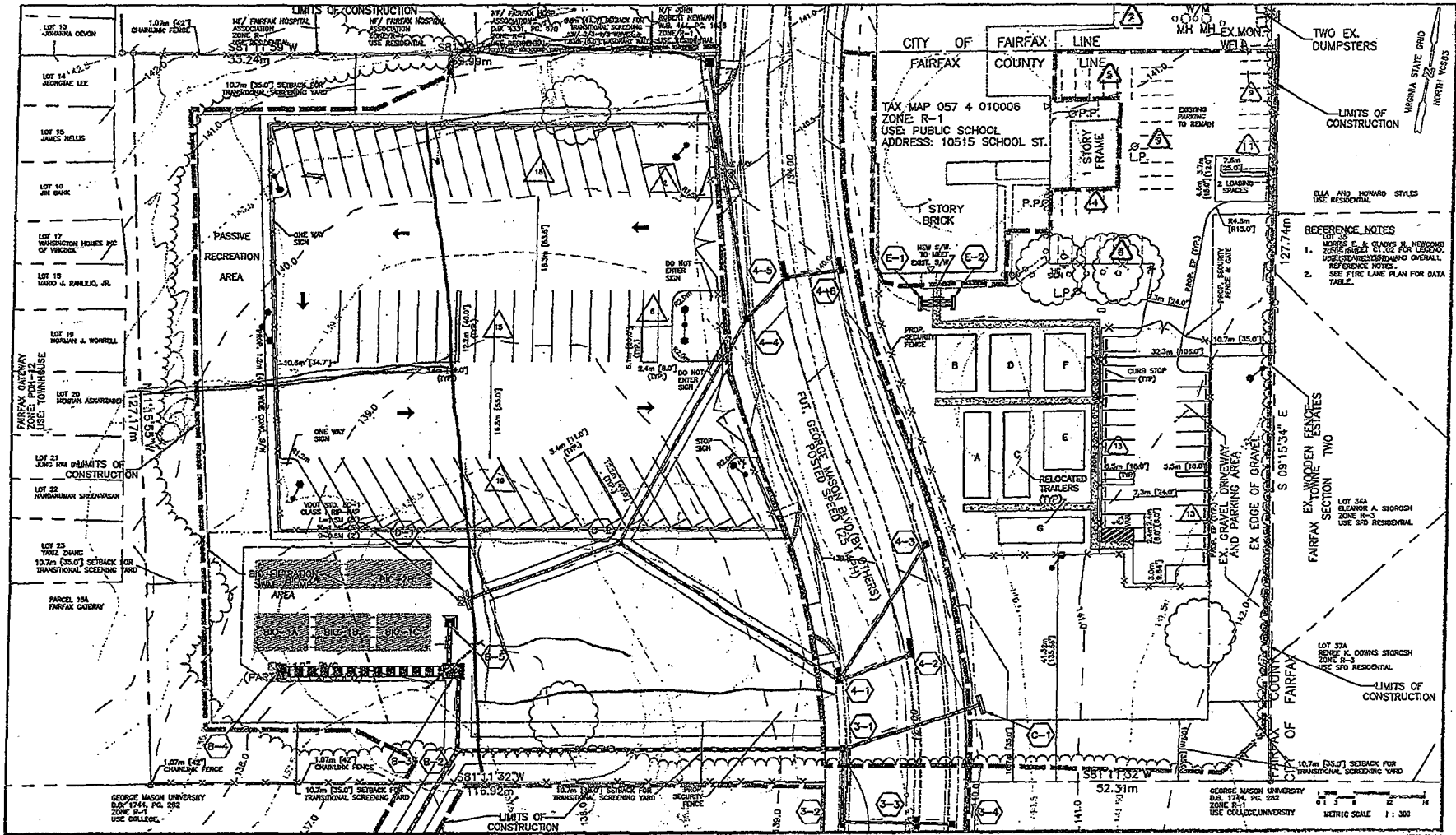
demolition conducted on the Property by the Purchaser shall be undertaken in such a manner as to avoid any disruption, delay, or other impact to the Seller's bus operations at the Property. Should any of the Purchaser's activities at the Property reasonably be anticipated to cause such disruption, delay or impact, the Purchaser shall provide a written proposal for such activity to Seller not less than [10] days in advance of the proposed activity. Any such request shall contain a detailed explanation of the proposed activity, the reason therefor and the expected time such activity may reasonably require. The Seller shall have the right, to propose alternatives to such activities. In all cases, while the reserved easement is in effect, the Purchaser shall not conduct any activities at the Property unless such activities are acceptable to the Seller, in its sole discretion.

JUN 18 2007

A 10

C-3

(END)
(26)



NO.	DESCRIPTION	DATE	DESIGN	REVISION	BY	DATE



PROJECT
ELEVEN OAKS SCHOOL
 BRADDOCK DISTRICT
 FAIRFAX COUNTY, VA

FILE
SITE PLAN
 OPTION 5

Patton Harris Ruet & Associates, Inc.
 Engineers, Surveyors, Planners, Landscape Architects.
 P.H.R.A.
 14532 Lee Road
 Chantilly, VA 20151-1679
 T 703-448-6700
 F 703-448-6714

DESIGN	CAR	SCALE	1:300
CHECKED	CAR	DATE	JUNE, 2006
SHEET	PDN	PROJ. NO.	08890-1-5
11	OF 38	DWG. NO.	C4.01