

Quick Reference

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March 28, 1974

OF COUNSEL
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WILLIAM C. BAUKNIGHT
WILLIAM W. KOONTZ
FAIRFAX SHEILD McCANDLISH
A. HUGO BLANKINGSHIP, JR.
CARRINGTON WILLIAMS
JOHN S. STUMP
EDGAR ALLEN PRICHARD
HAYNIE S. TROTTER
THOMAS J. MIDDLETON
FRED C. ALEXANDER, JR.
R. DENNIS McARVER
RICHARD R. G. HOBSON
PHILIP TIERNEY
J. JAY CORSON, IV
STANLEY M. FRANKLIN
ARTHUR P. SCIBELLI
JAMES HOWE BROWN, JR.
CHARLES S. PERRY
COURTLAND L. TRAVER
MINERVA WILSON ANDREWS
MUNFORD R. YATES, JR.
RONALD K. INGOE
JOHN J. CZYZEWSKI
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MICHAEL T. BRADSHAW
THOMAS L. APLER
THOMAS C. BROWN, JR.
CARSON LEE FIFER, JR.
STEPHEN D. ANNAND
K. STEWART EVANS, JR.
DAVID J. BREWER
GEORGE FOX TROWBRIDGE, JR.
C. TORRENCE ARMSTRONG
N. CARR STOGNER, JR.

Mr. & Mrs. Harold A. O'Connell
6541 Franconia Road
Springfield, Virginia 22150

Re: Estate Plans

Dear Mr. and Mrs. O'Connell:

Enclosed please find proposed drafts of Wills for each of you for your review.

The Wills adopt "Plan B" as set forth in the memorandum forwarded to you with my November 28, 1973 letter. Under the plan each of you leaves one-half to the other with the remaining one-half placed in trust. The one-half placed in trust will not be taxed in the estate of the last of you to die. In addition the plan takes advantage of the maximum marital deduction thus minimizing federal estate taxes upon the death of the first of you to die.

In my opinion this plan is the best one for you considering all of the circumstances.

In order to make the plan fully effective the form of ownership of your two parcels of real estate should be changed from joint tenancy with right of survivorship to tenancy-in-common. We will, of course, prepare the deeds at the appropriate time.

You should note that the name of the alternate Executor and the Trustee has been left blank in each Will. Mr. Anthony O'Connell cannot serve as sole Executor or sole Trustee without having a resident of Virginia serve with him.

BOOTHE, PRICHARD & DUDLEY

Mr. & Mrs. Harold A. O'Connell
March 28, 1974
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After you have reviewed the drafts, please call me so that any necessary corrections or revisions can be made, the name or names of the alternate Executor and the Trustee can be inserted and an execution conference scheduled.

Very truly yours,

A handwritten signature in cursive script, appearing to read "E. A. Prichard".

E. A. Prichard

EAP:cw

Enclosures

LAST WILL AND TESTAMENT
OF
HAROLD A. O'CONNELL

I, HAROLD A. O'CONNELL, of Fairfax County, Virginia, do make, publish and declare this to be my Last Will and Testament, hereby revoking all wills and codicils by me at any time heretofore made.

FIRST: I direct my Executor, as soon as practicable after my death, to pay out of the assets of my estate my enforceable debts, in accordance with their terms, the expenses of my last illness and funeral, without regard to any statutory limits on such expenses and the cost of administration of my estate.

SECOND: I give and bequeath all my tangible personal property which is not used exclusively in my business, and all policies of insurance relating to such property, to my wife, JEAN M. O'CONNELL, if she survives me and lives for sixty (60) days after my death, but if she does not so survive me, then I give and bequeath all of the aforesaid property to such of my children, presently, JEAN MARY O'CONNELL NADER, SHEILA ANN O'CONNELL TIERNEY and ANTHONY MINER O'CONNELL, who shall survive me, in equal shares. The judgment of the Executor in making the allocation shall be final and conclusive.

THIRD: Any interest that I may have in any joint bank accounts and joint savings and loan accounts and any stocks and bonds jointly in my name and that of my wife are hereby declared to be the sole property of my wife and my Executor shall make no claim against her on account thereof.

FOURTH: If my wife, JEAN M. O'CONNELL, shall survive me and live for sixty (60) days after my death, I give, devise and bequeath to her an amount equal to fifty percent (50%) of the value

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of my adjusted gross estate as finally determined for federal estate tax purposes, undiminished by estate or other death taxes, either state or federal, less the aggregate value of all interests in property, if any, which pass to my wife under any other provisions of this Will or which have already passed to her or for her benefit otherwise than under this Will, by operation of law, through life insurance policies, or otherwise, but only to the extent that such interests are included in determining my gross taxable estate and are allowable as a marital deduction for federal estate tax purposes. Such amount shall be called the "Marital Share". In making the computations necessary to determine the amount of the Marital Share, the final determinations for federal estate tax purposes shall control. My Executor shall have full power and the sole discretion to satisfy this devise and bequest wholly or partly in cash or in kind, and to select and designate, and to convey and assign to my wife the assets, including real estate and interests therein, owned by me at the time of my death, which will be transferred as the Marital Share; provided, however, that all assets so transferred as the Marital Share to my wife shall be valued at the value thereof as finally determined for federal estate tax purposes; and provided, further, that my Executor, in order to implement this devise and bequest, shall distribute as the Marital Share to my wife, assets having an aggregate fair market value at the date or dates of distribution amounting to no less than the amount of this devise and bequest as finally determined for federal estate tax purposes; and provided, further, that there shall not be conveyed as a part of the Marital Share to my wife any policy of insurance on the life of my wife, or any asset, or the proceeds of any assets, which will not qualify for the marital deduction. This devise and bequest shall abate to the extent that it cannot be satisfied in the

manner hereinabove provided. The exercise of the foregoing power and discretion by my Executor shall not be subject to question by or on behalf of any beneficiary.

FIFTH: All the rest, residue and remainder of my property, real and personal, tangible and intangible, wheresoever situate and howsoever held, including any property over which I have a power of appointment under any instrument, (including, in the event that my wife shall not survive me and live for sixty (60) days after my death, that portion of my estate which otherwise would comprise the Marital Share), herein referred to as my Residuary Estate, shall be disposed of as follows:

A. In the event that my wife, JEAN M. O'CONNELL, shall survive me and live for sixty (60) days after my death, I give, devise and bequeath my Residuary Estate to my Trustee, hereinafter named, in trust, herein referred to as my Residuary Trust, to be held, administered and disposed of by my Trustee as follows:

1. So long as my wife, JEAN M. O'CONNELL, shall live, my Trustee shall pay to her or expend for her benefit, in convenient installments, all the net income arising from my Residuary Trust from and after the date of my death. In addition to such income payments, so long as my wife shall live, my Trustee is authorized to pay to my wife or expend for her benefit, from time to time, so much of the principal of my Residuary Trust as my Trustee, in the sole discretion of my Trustee shall deem necessary for her support and maintenance; provided, however, that none of the principal of the Residuary Trust shall be so paid or expended for the benefit of my wife so long as income or assets are readily available to her from any other source. In determining whether income or assets are so available to my wife, my Trustee may rely, and shall be fully protected in relying, upon the affidavit of my

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wife or any other person whom the Trustee believes to be conversant with the circumstances.

2. Upon the death of my wife, my Residuary Trust as then constituted shall be paid over and delivered in equal shares to each child of mine who is living at my wife's death and to the then living lawful issue, collectively, of each child of mine who shall have theretofore died, such issue to take per stirpes the share which their ancestor, the deceased child of mine, would have taken if alive, subject, however, to the provisions hereinafter made with respect to the share of a beneficiary who has not attained the age of twenty-one years.

B. In the event that my wife, JEAN M. O'CONNELL, shall not survive me and live for sixty (60) days after my death, I give, devise and bequeath my Residuary Estate in equal shares to each child of mine who is living at my death and to the then living lawful issue, collectively, of each child of mine who shall predecease me, such issue to take per stirpes the share which their ancestor, the deceased child of mine, would have taken if alive, subject, however, to the provisions hereinafter made with respect to the share of a beneficiary who has not attained the age of twenty-one years.

C. If, under Paragraph A of this Article, a beneficiary who has not attained the age of twenty-one years, becomes entitled to receive any share or part of the principal of my Residuary Trust, my Trustee is authorized to retain such share or part in trust with power and authority in my Trustee, in the sole discretion of my Trustee, to accumulate the net income therefrom and add it to the principal thereof or to pay to, or expend for the benefit of, such beneficiary, with or without intervention of a guardian, so much of the income and principal of his or her share as my Trustee, in the sole discretion of my Trustee, shall deem

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necessary for the support, maintenance and education (including higher education) of such beneficiary until he or she attains twenty-one years of age, at which time he or she shall be entitled to receive his or her share or part free of any trusts. The foregoing provision shall not be construed to postpone the vesting of any share or part of my estate in such beneficiary, but shall have the effect only of postponing his or her uncontrolled enjoyment thereof until he or she attains the age of twenty-one years.

D. If, under Paragraph B of this Article, a beneficiary who has not attained the age of twenty-one years at my death shall become entitled to any share of my Residuary Estate, then notwithstanding anything herein to the contrary, I give, devise and bequeath such beneficiary's share to my Trustee, hereinafter named, in trust, to pay to or expend for the benefit of such beneficiary, with or without the intervention of a guardian, so much of the income and principal of his or her share as my Trustee, in the sole discretion of my Trustee, shall deem necessary for his or her support, maintenance and education (including higher education), adding to the principal of his or her share any income not so paid or expended, until he or she attains twenty-one years of age, at which time he or she shall be entitled to receive his or her share free of any trusts. This provision shall not be construed to postpone the vesting of any share of my Residuary Estate in such beneficiary, but shall have only the effect of postponing his or her uncontrolled enjoyment thereof until he or she attains the age of twenty-one years.

E. To the extent permitted by law, the interest of each beneficiary of any trust herein created shall be held by the Trustee upon the condition that the principal thereof and the income therefrom shall be applied to the support and maintenance of the respective beneficiary, and the interest of each beneficiary shall

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not be subject to his or her liabilities, claims of creditors, or to alienation, assignment, or anticipation by such beneficiary.

SIXTH: I direct my Executor to pay out of my Residuary Estate all estate, inheritance, transfer, legacy or succession taxes or death duties, including any interest or penalties thereon, which may be assessed or imposed with respect to my estate, or any part thereof, wheresoever situated, whether or not passing under my Will, including the taxable value of all policies of insurance on my life and of all transfers, powers, rights or interests includable in my estate for the purposes of such taxes and duties. Such payments shall not be prorated or charged against any of the other gifts in this Will or against property not passing under this Will.

SEVENTH: The term "issue", wherever used in this Will, shall be construed to mean lineal descendants in the first, second or any other degree of the ancestor designated, provided, however, that an adopted child and such adopted child's lineal descendants shall be considered as lineal descendants of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of an adopting parent.

EIGHTH: (a) Whenever my Executor shall have a choice of dates in valuing property in my gross estate for estate tax purposes, or a choice between claiming any expense of administration as a deduction for income tax purposes or as a deduction for estate tax purposes, my Executor shall be authorized, but shall not be required, to make such choice as in the judgment of my Executor will result in the payment of the least amount of taxes in the aggregate, without regard to the effect thereof upon the respective interests of the persons interested in my estate, and my Executor shall be authorized, but shall not be required, to make adjustments between any such interests to compensate for the adverse effect thereof of any such choice. In addition, my Executor is hereby authorized to enter into agreements with appropriate governmental authorities and

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to make such other elections and exercise such other options as may be available on estate, inheritance and income tax returns all in such manner as to my Executor may seem most advisable.

(b) My Executor shall be authorized to join in or consent to income and gift tax returns with my said wife (or a legal representative of her estate) to the extent permitted by law and may pay out of my estate, without requiring any contribution from her or her estate, all income and gift taxes, including interest and penalties thereon, if any, payable for any period in respect of which such returns shall be so filed.

NINTH: In addition to and not in limitation of the rights, powers, privileges and discretions vested in executors by law, including specifically the powers of fiduciaries enumerated in Section 64.1-57 of the Code of Virginia as in force at the date of this Will, which powers are incorporated herein by reference, I give to my Executor in the administration of my estate and to my Trustee in the administration of any trust herein created the following powers, to be exercised, without application to any court, to such extent, at such time or times, upon such terms, and in such manner as my Executor or as my Trustee shall, in the absolute discretion of such Executor or Trustee, deem advisable and proper:

(a) To retain any property, real or personal, included in my estate or in any trust herein created, to change investments, and to invest and reinvest from time to time in such other property, real or personal, within or without the United States, including, without limitation, stocks of any classification and shares of or interests in any mutual fund, without being limited in such retention, investment or reinvestment to property authorized for investment by any applicable local law and without regard to diversification of assets.

(b) To sell, without notice, at public or private sale, for cash or on credit, with or without security, to exchange and to grant options to purchase any property, real or personal, not herein specifically devised or bequeathed which is included in my estate or in any trust herein created or is at any time held hereunder, and in so doing to execute all necessary deeds or other instruments.

(c) To borrow money, to mortgage or pledge as security any property held hereunder and to pay interest thereon at the prevailing rate.

(d) To lease for any period, exchange, partition, alter, demolish, improve or otherwise deal with real property.

(e) To make contracts and agreements, to compromise, settle, release, arbitrate or accept arbitration of any debts or claims in favor of or against my estate or any trust herein created and to extend, modify or waive the terms of leases, bonds, mortgages and other obligations or liens.

(f) To vote, in person or by proxy, any stock or securities held hereunder, and to exercise or delegate discretionary powers in connection therewith.

(g) To consent to and participate in any reorganization, consolidation, merger, dissolution, sale, lease, mortgage, purchase or other action affecting any stock or securities held hereunder, and to make payments in connection therewith.

(h) To deposit property with any protective, reorganization or similar committee, to exercise or delegate discretionary powers in connection therewith and to share in paying the compensation and expenses of such committee.

(i) To employ agents, attorneys, accountants, brokers, counsel, including investment counsel, or others, whether individual or corporate, and to pay their reasonable compensation and expenses. Any Executor or Trustee may serve in any such additional capacity and be so compensated for services rendered in such additional capacity.

(j) To hold any property, real or personal, in the name of a nominee.

(k) To determine in all cases of reasonable doubt the manner in which receipts and expenditures shall be allocated between principal and income.

(l) In dividing or distributing my estate or any trust herein created, to make such division or distribution in money, in kind, or partly in money and partly in kind, or by allotting or assigning undivided interests in property, even if one or more shares be composed in whole or in part of property different in kind from that of any other share.

(m) To make such divisions, distributions or advances, at any time and from time to time during the period of administration of my estate, of all or any part of the net income or principal of my estate as my Executor may, in the absolute discretion of my Executor, deem appropriate.

(n) To continue any business, joint venture, or investment, in which I may be engaged or in which I may have an interest at the time of my death, including the authority to incorporate any such business, joint venture, or investment, which is not incorporated at the time of my death, and to make funds available for the continuation of any such business, joint venture,

or investment, in the form of loans, stock subscriptions or otherwise as my Executor or my Trustee shall deem best.

(o) Generally to do any and all acts and things and to execute any and all such written instruments with respect to any property held hereunder which my Executor or my Trustee would be entitled to do were such property owned absolutely by my Executor or my Trustee.

The provisions of this Article shall continue in effect with respect to any property at any time held hereunder until the administration of my estate or of any trust herein created shall have been completed by the payment or distribution thereof pursuant to the terms of this Will.

TENTH: (a) Every election, determination, or other exercise by my Executor or by my Trustee of any right, power, privilege or discretion granted to my Executor or to my Trustee expressly or by implication in this my Will or by law, whether made upon a question actually raised or implied in the acts or proceedings of my Executor or of my Trustee shall, so far as permitted by law, be conclusive and binding upon all persons affected thereby.

(b) No person dealing with my Executor or with my Trustee shall be required to see to the application of any property paid or delivered to my Executor or to my Trustee, or to inquire into the expediency or propriety of any transaction or the authority of my Executor or of my Trustee to enter into or consummate the same upon such terms as my Executor or my Trustee may deem advisable.

ELEVENTH: (a) Any reference in this Will to my "Executor" or to my "Trustee" shall be deemed to include not only the Executrix or Trustee herein first named, but also any substitute or successor (or special or ancillary Co-Executor) at any time serving in a fiduciary capacity hereunder; and all rights, powers, privileges and discretions herein granted to my Executor or to my Trustee shall be deemed to be granted not only to the Executrix or to the Trustee herein first named, but also to any substitute or successor (or special or ancillary Co-Executor) at any time serving in a fiduciary capacity hereunder.

Handwritten initials

(b) I appoint my said wife, JEAN M. O'CONNELL, to serve as sole Executrix hereof. In the event that my said wife fails to become or ceases to be Executrix hereof for any reason, I appoint ANTHONY M. O'CONNELL as the substitute Executor hereof.

(c) I nominate and appoint as Trustee of any trust herein created ANTHONY M. O'CONNELL.

(d) So far as I may lawfully do so, I direct that no bond or other security shall be required of any Executor or Trustee serving hereunder for the faithful performance of duties in any jurisdiction.

(e) Except for willful default or gross negligence, my Executor and my Trustee shall not be liable for any act, omission, loss, damage or expense arising from the performance of duties under this Will, including the act, omission, loss, damage or expense caused by any agent appointed by my Executor or by my Trustee.

TWELFTH: It is my intention that this Will take full advantage of the maximum marital deduction under federal estate tax laws; therefore, all provisions of this Will shall be construed, and all powers of my Executor shall be construed and exercised, accordingly.

THIRTEENTH: The use of any gender herein shall be deemed to be or include the other genders and the use of the singular herein shall be deemed to be or include the plural (and vice versa), wherever appropriate.

FOURTEENTH: All references to this Will in the Articles hereof shall be deemed to mean this instrument as modified by any and all valid codicils hereto.

IN WITNESS WHEREOF, I, HAROLD A. O'CONNELL, herewith set my hand to this, my last Will, typewritten on twelve (12) sheets of

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paper (including the attestation clause, signatures of witnesses, and acknowledgements) this 11th day of April, 1974, in the presence of each and all of the subscribing witnesses, each of whom I have requested in the presence of each of the others, to subscribe his or her name, together with his or her address, as an attesting witness, in my presence, and in the presence of each other.

Harold A. O'Connell (SEAL)
 HAROLD A. O'CONNELL

On the 11th day of April, 1974, HAROLD A. O'CONNELL declared to us, the undersigned, that the foregoing instrument was his Last Will and Testament and he requested us to act as witnesses to his signature thereon. He thereupon signed said Will in our presence, we being present at the same time; and we now, at his request, in his presence, and in the presence of each other do hereunto subscribe our names as witnesses. And we each of us declare that we believe this testator to be of sound mind and memory.

Ed Parker residing at Frederick, Va.
George Towbridge residing at Verona, Va.
Carroll J. Taylor, Jr. residing at Chatham, Va.

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STATE OF VIRGINIA
 COUNTY/CITY OF FAIRFAX, to-wit:

Before me, the undersigned authority, on this day personally appeared HAROLD A. O'CONNELL, Ed Richard, Gary Dowdridge, and Carroll, known to me to be the testator and the witnesses, respectively, whose names are signed to the attached or foregoing instrument and, all of these persons being by me first duly sworn, HAROLD A. O'CONNELL, the testator, declared to me and to the witnesses in my presence that said instrument is his Last Will and Testament and that he had willingly signed or directed another to sign the same for him, and executed it in the presence of said witnesses as his free and voluntary act for the purposes therein expressed; that said witnesses stated before me that the foregoing Will was executed and acknowledged by the testator as his Last Will and Testament in the presence of the said witnesses who, in his presence and at his request, and in the presence of each other, did subscribe their names thereto as attesting witnesses on the day of the date of said Will, and that the testator, at the time of the execution of said Will, was over the age of eighteen (18) years and of sound and disposing mind and memory.

Witness Ed Richard
 Testator

~~Witness~~ Harold A. O'Connell

Witness Gary Dowdridge

Witness Carroll

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Subscribed, sworn and acknowledged before me by HAROLD A. O'CONNELL, the testator, subscribed and sworn before me by Ed Richards, George Dowbridge, and Carson Lee Dyer Jr. witnesses, this 11th day of April, A.D. 1974

Leith S. Casade
Notary Public



My Commission expires: Jun 24 1976

In the Clerk's Office of the Circuit Court of Fairfax County, Virginia June 18, 1975
Proved, Probated and ordered to be recorded.

Teste: W. FRANKLIN GOODING, CLERK
By: Francis D. Cornell
Deputy Clerk

He

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF FAIRFAX
COUNTY, VIRGINIA June 18, 1975 Fid. 21840

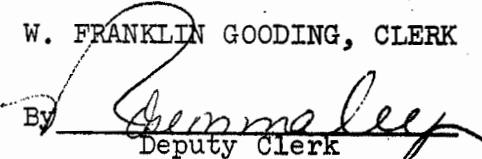
A paper writing purporting to be the Last Will and Testament of HAROLD A. O'CONNELL, dated the 11th day of April, 1974, was this day presented for probate by Jean M. O'Connell, who made oath thereto, and it appearing from the statement filed by her in connection therewith that the said HAROLD A. O'CONNELL died on the 26th day of May, 1975, and was at the time of his death a resident of the County of Fairfax, Virginia, and it further appearing that said paper writing was executed pursuant to the provisions of Sec. 64.1-87.1 of the Code of Virginia, said paper writing is admitted to probate and ordered to be recorded as and for the true Last Will and Testament of HAROLD A. O'CONNELL.

Thereupon Jean M. O'Connell, the Executor named in said will, is appointed and duly qualifies as such by taking the oath prescribed by law and entering into and acknowledging a bond in the penalty of One Hundred Fifty Thousand Dollars (no surety being required by direction of the Testator as set out in said will).

Which said bond, being duly signed, sealed, acknowledged and delivered by the obligor therein named, before me, is approved and ordered to be recorded.

Thereupon the said Executor filed with me, and subscribed and swore to the same before me, a list of the persons who would have been the heirs at law of the decedent had he died intestate, which is received and admitted to record.

Teste: W. FRANKLIN GOODING, CLERK

By 
Deputy Clerk

IN THE CIRCUIT COURT OF THE COUNTY OF FAIRFAX, VIRGINIA

List of the heirs at law, as required by Section 64.1-134 of the Code of Virginia, as amended, of

HAROLD A. O'CONNELL

who died testate on the 25th day of May, 1975.

The following would have been the heirs at law of the decedent had he died intestate:

NAMES OF HEIRS	AGE - YEARS	RELATIONSHIP	ADDRESS
Jean M. O'Connell	63	- wife	6541 Franconia Road Springfield, Va. 22150
Anthony M. O'Connell	33	- son	6525 Clayton Avenue St. Louis, Missouri 63139
Sheila Tierney O'Connell	35	- daughter	44 Carleton Street Portland, Maine 04102
Jean Nader O'Connell	37	- daughter	439 Spring Street New Kensington, Pa. 15061

I do solemnly swear that I have made diligent inquiry as to the names, ages and addresses of the heirs at law of the above named decedent and that I believe the above list of said heirs to be true and correct, so help me God.

Jean M O'Connell

Wife of the decedent.

Address: 6541 Franconia Road
Springfield, Va. 22150

VIRGINIA: Fairfax County, to-wit:

Subscribed and sworn to before me in my said office in the County aforesaid, this 18th day of June, 1975.

Laura D. Connell
Deputy Clerk of the Circuit Court of
the County of Fairfax, Virginia

In the Clerk's Office of the Circuit Court of the County of Fairfax, Virginia, this 18th day of June, 1975, this List of Heirs was received and filed and admitted to record.

Teste: W. FRANKLIN GOODING, CLERK

By: *Laura D. Connell*
Deputy Clerk

THIS DEED OF PARTITION made this 30th day of April, 1974, by and between HAROLD A. O'CONNELL and JEAN M. O'CONNELL, his wife, parties of the first part; HAROLD A. O'CONNELL, party of the second part; and JEAN M. O'CONNELL, party of the third part.

W I T N E S S E T H :

That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, receipt whereof is hereby acknowledged, the parties of the first part do hereby grant, bargain, sell and convey unto the party of the second part an undivided one-half interest, and unto the party of the third part an undivided one-half interest with GENERAL WARRANTY and English Covenants of Title, in those certain two lots or parcels of land, situate and being in Fairfax County, Virginia, and being more particularly described as follows:

Parcel # 1: BEGINNING at a stake and stones in the East Ravensworth line a corner to lines of G. Haines in line of lands of C. Potter's Estate and thence running with said line N 8-1/4° E. 450 feet to a stake and stones corner to lands heretofore conveyed by C. Huntington; thence with said land N 68-1/2° W. 939 feet to a stake and stones in center of abandoned road bed of Washington Southern Railway Company; thence with the center thereof S 21-1/2° W. 880 feet to a stake and stones; thence by lands of G. Haines N 89-1/4° E. 1121 feet to the beginning containing 15 acres more or less.

AND BEING that same property acquired by the parties of the first part by Deed recorded in Deed Book 831 at Page 216 among the aforesaid County land records.

Parcel # 2: BEGINNING at a pipe on the East side of an outlet road running along the East boundary of land formerly owned by Elliott and on the South side of the Franconia or Rolling Road; thence with the said side of the Franconia Road S 80° 15' E. 507.73 feet to a pipe; thence departing from the road and running through the land of J. W. Talbert, S 6° 59' W. 858.93 feet to a pipe; thence N 80° 15' W. 507.73 feet to a pipe on the said side of the outlet road; thence with the side of the outlet road N 6° 59' E. 858.93 feet to the beginning containing 10 acres.

AND BEING that same tract of land conveyed to the parties of the first part by Deed recorded in Deed Book A-13 at Page 37 among the aforesaid County land records.

LESS AND EXCEPT: 6.1953 acres acquired by the County School Board of Fairfax County by Decree recorded on September 22, 1964 in Deed Book 2513 at Page 514 of said land records.

ALSO LESS AND EXCEPT: 20,394 square feet of land acquired by the Commonwealth of Virginia by Certificate recorded on March 8, 1972 in Deed Book 3585 at Page 39 and Order recorded January 26, 1973 in Deed Book 3769 at Page 65 of said land records.

Ret to South, Krickard x Dudley

This conveyance is made subject to conditions, valid restrictions and rights of way of record.

WITNESS the following signatures and seals:

Harold A. O'Connell (SEAL)
HAROLD A. O'CONNELL

Jean M. O'Connell (SEAL)
JEAN M. O'CONNELL

Tax Paid	
Sec 58.51	50
Sec 58.52.1	17
Sec 58-64.1	

STATE OF VIRGINIA,
COUNTY OF FAIRFAX, to-wit:

The foregoing instrument was acknowledged before me this 30th day of April, 1974, by HAROLD A. O'CONNELL and JEAN M. O'CONNELL, his wife.

My Commission expires:
12 September 1977

David A. Setzer
Notary Public



In the Clerk's Office of the Circuit Court of
Fairfax County, Virginia MAY 2 1974
This instrument was received and, with the
certificate annexed, admitted to record
Teste: _____ Clerk

Madeline Garding



COMMONWEALTH OF VIRGINIA
Circuit Court of Fairfax County



CERTIFICATE OF QUALIFICATION

State of Virginia

County of Fairfax, to-wit:

Fiduciary No. 21840

I, WARREN E. BARRY, Clerk of the Circuit Court of the County of Fairfax, Virginia, the same being a Court of Probate and of Record and having a seal, do hereby certify that it appears of record in my office pursuant to law that ANTHONY M. O'CONNELL & HERBERT ANDERSON HIGHAM

have been duly appointed TRUSTEES under the Last Will and Testament of:
HAROLD A. O'CONNELL

and that they have duly qualified as such by taking the oath prescribed by law and by entering into and acknowledging a bond in the penalty of EIGHT HUNDRED FORTY TWO THOUSAND Dollars, ~~with surety~~/without surety.

I further certify that the said appointment and qualification is still in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF I have hereunto set my hand, and affixed the seal of said Court hereto, at Fairfax, Virginia this 20th day of June, 1986

WARREN E. BARRY, CLERK

By [Signature]
Deputy Clerk

Edwin W. Lynch Jr.

Real Estate Investments

December 22, 1987

Mrs. Jean M. O'Connell
6541 Franconia Road
Springfield, Virginia 22150

Dear Mrs. O'Connell:

Enclosed are three (3) copies of a contract offer to purchase your property in Franconia. This contract is drawn on the same terms and conditions which I discussed with your son, Anthony. Please review and sign with a notary. For your convenience, Judy Studebaker in our office will be available all day Wednesday and Thursday until 12:00. She is a notary and you can reach her at 451-2880. The Lynch family offices are located at 6340 Brandon Avenue, across from Fischer's Hardware.

I am very happy that we were able to reach an agreement to purchase your property. I guess it has been almost 30 years since I have actually seen you, but I hope to see you again soon.

Sincerely yours,

Bill Lynch

Bill Lynch

Encl.

ANTHONY M. O'CONNELL
CONSERVATOR
2337 SOUTH THIRTEENTH STREET
ST. LOUIS, MISSOURI 63104

(314) 776-4926

December 28, 1987



Mr. Edward J. White
118 South Royal Street
Alexandria, Virginia 22314

Dear Mr. White:

I got a buyer for my mothers residence while you were out of town.
A copy of the purchase agreement is inclosed.

In spite of your excellent advice to my mother to sigh nothing
without your first looking at it, I urged her to sign this
(December 24, 1987) because it is so clean and I felt strongly
that it was not good business to wait until January 8, 1988.

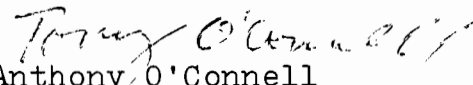
Assuming we pass the study period contingency, I hope you will
handle the settlement.

I'm taking the liberty of giving your name to the buyer, Mr.
R E. Lynch. Mr. Lynch mentioned that he may need copies of
estate taxes, the death certificate, etc., things I don't
have.

Mr. Edwin W. (Bill) Lynch Jr. can be reached at:

Lynch Properties Limited Partnership
6340 Brandon Avenue
Springfield, Virginia 22150
or
Guston Land Company
7514 Rambling Ridge Drive
Fairfax Station, Virginia 22039
(703) 569-4992

Sincerely,


Anthony O'Connell

PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this 24th day of December 1987, by and between JEAN MINER O'CONNELL, ANTHONY M. O'CONNELL, TRUSTEE and HERBERT A. HIGHAM, TRUSTEE ("Seller") and LYNCH PROPERTIES LIMITED PARTNERSHIP, a Virginia limited partnership, or assigns ("Purchaser"). The Seller and the Purchaser are sometimes hereinafter referred to as the "parties".

RECITALS:

R-1 Seller is the owner of a certain parcel of unimproved real property in Fairfax County, Virginia, bearing Fairfax County Tax Map Number 90-2-((1))-0085 and outlined in red on Exhibit "A" attached hereto, and which parcel of real property contains approximately 155,500 square feet of land. Seller also owns an adjacent abandoned right-of-way, the size of which is unknown. Both Parcel 85 and the abandoned right-of-way are hereinafter referred to as the "Subject Property."

R-2 Purchaser desires to acquire the Subject Property, and Seller desires to sell the Subject Property to the Purchaser upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, THIS AGREEMENT

W I T N E S S E T H :

That for and in consideration of the mutual premises hereinafter set forth in this Agreement, and in consideration of

the Purchaser's Deposit (as defined below) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Purchase and Sale.

Pursuant to the provisions of this Agreement, Seller agrees to sell and convey, and Purchaser agrees to purchase, the Subject Property. Seller shall convey the Subject Property, together with any existing improvements to the Subject Property, and all pertaining rights and appurtenances thereto, including any right, title and interest the Seller enjoys in the adjacent streets, roads, alleys, parking areas and rights-of-way, and any other existing rights, interests and easements, as well as all mineral, oil, gas, air and water rights, appurtenant to the Subject Property. All major appliances in the residence will convey with the property.

Section 2. Purchase Price; Survey.

The purchase price shall be \$10.00 per square foot of land, the total amount to be determined by a survey to be performed at Purchaser's expense.

Section 3. Deposit.

Simultaneously with the execution of this Agreement by Purchaser, Purchaser shall deposit with McGuire, Woods, Battle & Boothe, 8280 Greensboro Drive, Suite 900, McLean, Virginia 22102 ("Escrow Agent"), cash or other immediately

available funds in the amount of Ten Thousand Dollars (\$10,000.00), who shall place same in an interest bearing account. Purchaser shall post Ninety Thousand Dollars (\$90,000.00) additional deposit and release the deposit to the Seller at the expiration of the Feasibility Period, as hereinafter defined. The amount of cash paid to the Escrow Agent or Seller hereunder plus interest thereon, as held by the Escrow Agent or Seller, shall be collectively referred to as the "Deposit."

Section 4. Terms of Payment.

Purchaser shall pay the purchase price as follows:

4.01 Cash Due at Settlement. At Settlement, the Purchaser shall pay the Seller cash, or other immediately available funds, Two Hundred Fifty-Thousand (\$250,000.00), of which the Deposit, plus all interest accrued thereon, shall constitute a portion.

4.02. Purchase Money Note. Seller will hold a purchase money note for the balance of the purchase price secured by a first deed of trust. The note shall bear interest at nine percent (9.0%). The note shall be payable in two annual installments of interest only followed by five equal annual installments of principal plus accrued interest (for a total of seven annual installments). There shall be no penalty for prepayment in full or in part. It is expressly agreed that this note and deed of trust shall not be subordinated to any other loan on the property.

4.03. Dedication by the Trustees. Said deed of trust shall contain a provision requiring the trustees under said deed of trust, without the necessity of obtaining the prior consent of the deed of trust note holder, to release land to be dedicated for public use such as for streets, public utilities, sanitary sewer, water, storm sewer, etc. from the above mentioned trust without curtailment and at no cost to the Purchaser.



4.04. Trustees. Trustees in all deeds of trust are to be named by the parties secured thereby. Seller agrees to instruct trustees on said deed of trust to sign plats of subdivision as desired by and without cost to purchaser or assigns so long as said subdivision meets the requirements of Fairfax County.

Section 5. Feasibility Tests and Studies.

5.01 Access; Indemnification. From the date of full execution of this Purchase Agreement, and continuing for a period of sixty (60) days thereafter (the "Feasibility Period"), Purchaser (and Purchaser's agents, employees or other parties designated by Purchaser) shall have the right, at any reasonable time or times, to enter onto the Subject Property to perform such tests, examination, surveys and studies as Purchaser deems appropriate, including, but not necessarily limited to, studies concerning economics, zoning, utility availability, soils and environmental studies, and a Preliminary Layout to the Subject Property. Purchaser shall reasonably restore the Subject Property to its condition existing prior to undertaking any such

tests or other work on the Property, at Purchaser's sole cost and expense. Purchaser shall pay for all costs associated with any examinations of tests done on the Subject Property by Purchaser.

5.02 Feasibility Date. In the event that Purchaser determines, in Purchaser's sole and unreviewable discretion, prior to the expiration of the Feasibility Period ("Feasibility Date"), that Purchaser's acquisition and ownership or development of the Subject Property is not feasible for Purchaser in light of (1) the tests and studies referred to in the preceding paragraph, (2) any financial feasibility study made by Purchaser or (3) any other investigations or studies made by Purchaser, Purchaser shall have the right to terminate this Agreement by giving written notice to Seller on or before the Feasibility Date. After Purchaser gives such notice, this Agreement shall automatically terminate, the Escrow Agent shall return the Deposit to the Purchaser, and the parties shall hereafter be relieved of all further obligations under this Agreement. If Purchaser does not give written notice of termination prior to the Feasibility Date, then Purchaser's acquisition and ownership or development of the Subject Property shall be deemed to be feasible, this contingency shall be deemed to have been automatically satisfied and removed, and this Agreement shall automatically remain in full force and effect and shall be fully binding on both parties without further notice.

Section 6. Title to Subject Property.

(a) Title to the Subject Property shall at Settlement be free and clear of all liens and encumbrances, easements, limitations, covenants, restrictions, leasehold rights and tenancies, except only for (i) those liens and encumbrances which are to be satisfied and released with the cash due the Seller at Settlement hereunder, and (ii) the Permitted Title Exceptions, defined below. Title shall be good of record and in fact, fully marketable and insurable by a title insurance company of Purchaser's choice which is licensed to conduct business in Virginia ("Title Company"), and subject to no exceptions other than the Permitted Exceptions, defined below. Such title insurance coverage shall be available to the Purchaser at standard rates, for standard coverage, without special endorsements of any kind..

(b) During the Feasibility Study Period, Purchaser shall obtain, at its expense, from the Title Company, a title insurance binder evidencing the state of title of the Subject Property and evidencing that the Title Company will issue, at standard rates and without special endorsement, an ALTA Form B Owner's Title Insurance Policy in the amount of the purchase price, ensuring that fee simple estate to the Subject Property will be vested in the Purchaser with no exceptions other than the Permitted Title Exceptions. In the event such title examination discloses defects of title (other than those liens and encumbrances which are to be paid off and satisfied at

Settlement out of the cash due Seller at Settlement) Purchaser shall promptly notify Seller in writing of such defects prior to the expiration of the Feasibility Study Period, and Seller shall thereafter be obligated to remove such defects at its expense prior to Settlement so that Seller will be prepared at Settlement to deliver good, marketable and insurable title (at standard rates) to the Subject Property, subject only to the Permitted Title Exceptions, defined below.

(c) In the event the Purchaser fails to notify the Seller, prior to the end of the Feasibility Study Period, of title defects required to be corrected prior to Settlement, title to the Subject Property shall conclusively be deemed satisfactory to Purchaser. Seller agrees that, following the date of full execution of this Agreement, it will not create or consent to the imposition of any lien, encumbrance, easement, limitation, covenant, servitude, restriction or tenancy on the Subject Property, without the prior written consent of the Purchaser.

(d) The Purchaser agrees to accept title to the Property subject only to the following exceptions ("Permitted Title Exceptions"):

(i) Real estate taxes which are not due and payable as of the date of Settlement; and

(ii) Any existing exceptions which the Purchaser fails to object to in writing prior to the end of the Feasibility Study Period.

Section 7. Deed.

Title to the Subject Property shall be conveyed to the Purchaser at Settlement by General Warranty Deed with English Covenants of Title, subject to no exceptions other than the Permitted Title Exceptions.

Section 8. Settlement.

8.01 Date and Place. The consummation of the transaction described in this Agreement ("Settlement") shall take place one hundred twenty days (120) days from the date of ratification of this contract at the offices of McGuire, Woods, Battle & Boothe, 8280 Greensboro Drive, Suite 900, McLean, Virginia 22102 ("Settlement Agent"). Purchaser shall notify Seller in writing if Purchaser elects to go to Settlement earlier than the date specified by this Agreement. Such notice shall be received by Seller at least fifteen (15) days prior to the earlier Settlement Date proposed by Purchaser.

8.02 Adjustments. Real estate taxes shall be adjusted as of the date of settlement.

8.03 Settlement Costs. Purchaser and Seller hereby authorize the Settlement Agent to settle this Agreement. Seller shall pay the Virginia Grantor's tax, and the cost of preparation of the general warranty deed. Purchaser shall pay for title insurance, title examination, conveyancing and notary fees, survey preparation, recordation taxes and charges, and all other settlement costs, expenses and charges. Seller and Purchaser shall each pay their respective attorneys' fees.

Section 9. Default; Damages.

9.01 Purchaser's default prior to Settlement.

The Seller and Purchaser agree that the payment of the Deposit by the Escrow Agent as provided for hereunder does not constitute a penalty but rather is an agreed upon manner of establishing the amount of damages, and is the Seller's exclusive remedy for Purchaser's breach of this Agreement.

9.02 Seller's Default. If Seller refuses or is unable to settle according to the terms of this Agreement then, in addition to Purchaser's right to have the Deposit returned, Purchaser shall also have the option to exercise any additional and appropriate legal and equitable remedies available to it, including the remedy of specific performance.

Section 10. Brokers.

Each party represents and warrants to the other that such party has employed no brokers or finders in respect of this transaction. The Seller hereby agrees to indemnify and hold the Purchaser harmless from and against any and all claims, costs, loss or liability, including attorney's fees, for brokerage commissions asserted against the Purchaser by reason of the breach of Seller's representation and warranty contained in this Section 10. The Purchaser hereby agrees to indemnify and hold the Seller harmless from and against any and all claims, costs, loss or liability, including attorney's fees, for brokerage commissions asserted against the Seller by reason of the breach

of Purchaser's representation and warranty contained in this Section 10.

Section 11. Notices.

All notices or communications required or permitted under this Agreement shall be in writing and shall be deemed duly given if in writing and delivered personally, or sent by registered or certified United States mail, return receipt requested, first class, postage prepaid, to the following addresses, (or such other addresses as may be designated in writing):

(a) if to the Seller:

Anthony M. O'Connell, Trustee
2337 S. 13th Street
St. Louis, Mo. 63104

and (b) with a copy to:

Jean Miner O'Connell
6541 Franconia Road
Springfield, Va. 22150

and (c) if to Purchaser:

Lynch Properties Limited Partnership
P. O. Box 607
Springfield, Virginia 22150

and (d) with a copy to:

Allan B. Goldstein
McGuire, Woods, Battle & Boothe
8280 Greensboro Drive, Suite 900
McLean, Virginia 22102

Section 12. Miscellaneous.

12.1 Modifications and Waivers. No modification, waiver, amendment, discharge or change of this Agreement, except

as otherwise provided herein, shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is sought. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.

12.2 Successors and Assigns; Assignment. All terms of this Agreement shall be binding upon, and inure to the benefit of and be enforceable by the parties hereto and their respective legal representatives, heirs, successors and assigns.

12.3 Time of the Essence. Time is of the essence for all purposes of this Agreement.

12.4 Risk of Loss. Each portion of the Subject Property shall be held at the risk of the Seller until Settlement hereunder.

12.5 Governing Law. This Agreement is intended to be performed in the Commonwealth of Virginia and shall be construed and enforced in accordance with the internal laws thereof.

12.6 Survival of Representations and Warranties. All representations and warranties made by either party herein shall survive Settlement and shall not merge into the deed to be delivered to Purchaser at Settlement.

12.7 Exhibits. All exhibits referred to herein and attached hereto shall be and are incorporated in this Agreement by reference as though fully set forth herein.

12.8 Captions. The captions of this Agreement are inserted for convenience of reference only and do not define, describe or limit the scope of the intent of this Agreement or any term hereof.

12.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

12.10 Offer and Acceptance; Effective Date. This Agreement has been executed first by Purchaser and shall be deemed a continuing offer of the Purchaser to purchase the Subject Property from the Seller for ten (10) working days after the date of Purchaser's execution. The effective date of this Agreement for all purposes shall be deemed to be the date of execution by the last executing party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

PURCHASER:

LYNCH PROPERTIES LIMITED PARTNERSHIP

WITNESS:

Mary F. Ruel
Date: 12/21/87

By: E. W. Lynch, Jr.
E. W. Lynch, Jr.
General Partner

Carolyn R. Pflug
Date: 12/22/87

By: Wayne M. Lynch
Wayne M. Lynch
General Partner

WITNESS:

SELLER:

Jean Miner O'Connell
Jean Miner O'Connell

Anthony M. O'Connell, Trustee

Herbert A. Higham, Trustee

STATE OF VIRGINIA
COUNTY OF FAIRFAX

The foregoing instrument was acknowledged before me this 21st day of December, 1987, by E. W. Lynch, Jr., as General Partner, on behalf of Lynch Properties Limited Partnership, a Virginia Limited Partnership.

Judy S. Gudebar
Notary Public

My Commission expires: June 19, 1988

STATE OF VIRGINIA
COUNTY OF FAIRFAX

The foregoing instrument was acknowledged before me this 22nd day of December, 1987, by Wayne M. Lynch, as General Partner, on behalf of Lynch Properties Limited Partnership, a Virginia Limited Partnership.

Judy S. Gudebar
Notary Public

My Commission expires: June 19, 1988

COMMONWEALTH OF PENNSYLVANIA
~~STATE OF VIRGINIA~~
COUNTY OF ~~FAIRFAX~~ WESTMORELAND

The foregoing instrument was acknowledged before me this 24 day of December, 1987, by Jean Miner O'Connell.

Daniel J. [Signature]
Notary Public

My Commission expires: _____

DAVID J. [Signature]
NEW REGISTRATION REQUIRED BY PA. STATUTE
MY COMMISSION EXPIRES SEPTEMBER 30, 1991
Member, Pennsylvania Association of Notaries

STATE OF MISSOURI
COUNTY OF _____

The foregoing instrument was acknowledged before me
this _____ day of _____, 19____, by Anthony M.
O'Connell, Trustee.

Notary Public

My Commission expires: _____

STATE OF VIRGINIA
COUNTY OF _____

The foregoing instrument was acknowledged before me
this _____ day of _____, 19____, by Herbert A. Higham,
Trustee.

Notary Public

My Commission expires: _____



TELEPHONE DETAIL
MAY EXCEPT WHERE NOTED

P.

JAN

11 O'CONNELL	.14
11 SHAPIRO	.59
12 UDOT	4.36
12 UDOT	1.17
12 OFF. TRANS	.59
12 GOODWIN	1.17
13 UDOT	.28
13 GOODWIN	.14
13 WHITE	3.78
22 HALLY	.88
22 HALLY	1.17
24 HALLY	2.80
28 QWERTX	.25
#	17.92

FEB

16 NADER	.14
25 HIGHAM	7.20
13 UDOT	3.15
13 FAIRFAXDOT	12.22
13 GOODWIN	4.12
13 LYNCH	10.33
28 O'CONNELL	.28
	37.44

MARCH

5 LYNCH	.14
6 TIERNEY	3.65
7 LYNCH	.54
7 WHITE	3.77
7 NADER	15.97
8 NADER	.81
8 TIERNEY	.29
10 O'CONNELL	.54
14 O'CONNELL	.71
15 O'CONNELL	1.08
15 WHITE	.27
18 COMMISSIONER	5.77
25 HIGHAM	.27
26 HIGHAM	4.45
7 PRICHARD	5.47
8 TIERNEY	3.60
17 WHITE	4.12
29 LYNCH	1.29
	51.34

APRIL

7 LAWRENCE	3.85
14 PRICHARD	9.52
15 PRICHARD	10.60
3 O'CONNELL	1.62
7 ALEXANDER	.14
7 SHAPIRO	.27
7 ALEXANDER	.54
7 ALEXANDER	1.89
7 SHAPIRO	1.62
7 PLANNING OFF.	.27
7 PLANNING OFF.	1.89
7 O'CONNELL	1.35
11 O'CONNELL	5.12
11 HIGHAM	9.28
13 COMMISSIONER	.54
13 ALEXANDER	.27
14 ALEXANDER	1.35
14 WHITE	.27
14 LYNCH	.27
14 LYNCH	1.08
15 WHITE	.14
15 HIGHAM	.27
15 WHITE	4.85
15 WHITE	.27
15 HIGHAM	.27

16 WHITE	.14
16 WHITE	.14
16 O'CONNELL	.54
17 WHITE	.14
17 HIGHAM	2.83
18 HALLY	2.16
18 WHITE	.14
18 O'CONNELL	1.08
19 HALLY	.54
20 KENEST	5.18
20 KENEST	.86
20 DRISKO	1.94
22 BOYMENS	1.13
19 WHITE	.84
19 MWB+B	1.08
27 425-7610	1.67
	77.95

MAY

BELL 4 NADER	.81
BELL 8 GOODWIN	2.97
BELL 10 GOODWIN	2.69
17 GOODWIN	5.78
17 A.O'CONNELL	1.92
	14.17

JUNE

9 LYNCH	3.23
17 LYNCH	.27
26 698-7788	.53
27 698-7788	.14
	4.17

July

19 MWB+B	.81
	.81

NOTE: PAY PHONES NOT INCLUDED HERE

ANTHONY M. O'CONNELL
CONSERVATOR
2337 SOUTH THIRTEENTH STREET
ST. LOUIS, MISSOURI 63104

(314) 776-4926

March 19, 1988

Mr. Wayne M. Lynch
Lynch Properties Limited Partnership
P.O. Box 607
Springfield, Virginia 22150

Reference: Purchase Agreement
dated 12/24/87

Dear Mr. Lynch:

I understand Mrs. O'Connell's attorney, Mr. Ed White, 118 South
• Royal Street, Alexandria, Virginia 22314, (703) 836-5444, will
be working with you in preparing the settlement documents.
Would you please have copies sent to me in order that I may
review them prior to my coming to Virginia?

Would you be willing to make two separate notes, i.e., one for
Mrs. O'Connell and one for the trust?

I look forward to meeting you at settlement.

Sincerely,

Tony O'Connell
Anthony O'Connell

cc: Mr. Allan B. Goldstein
McGuire Woods Battle & Boothe
8280 Greensboro Drive, Suite 900
McLean, Virginia 22102

LAW OFFICES IN ALEXANDRIA,
CHARLOTTESVILLE, FAIRFAX,
NORFOLK, RICHMOND,
TYSONS CORNER, WILLIAMSBURG
AND WASHINGTON, D.C.

**McGUIRE WOODS
BATTLE & BOOTHE**

8280 GREENSBORO DRIVE
SUITE 900, TYSONS CORNER
P.O. BOX 9346
MCLEAN, VIRGINIA 22102
TELEPHONE: (703) 356-2200
TELECOPIER: (703) 356-3660
TELEX: 5101010047 MWBB.RCH

April 8, 1988

Edward J. White, Esquire
Attorney at Law
113 South Royal Street
Alexandria, Virginia 22314

Re: Sale of the O'Connell Property to Lynch Properties
Limited Partnership

Dear Mr. White:

This will confirm our telephone conversation on April 6, 1988 in which we scheduled the settlement for the above-captioned transaction for 10:00 a.m., April 21, 1988 at the Tysons corner office of McGuire, Woods, Battle & Boothe.

A checklist with the various requirements for closing will follow.

Very truly yours,



Stephen B. Hess

SBH/gpa

cc: Anthony M. O'Connell, Trustee
Jean Miner O'Connell
Bill Lynch
Wayne Lynch
E. A. Prichard, Esquire
Mark C. Dorigan, Esquire

EDWARD J. WHITE
 ATTORNEY AT LAW
 118 SOUTH ROYAL STREET
 ALEXANDRIA, VIRGINIA 22314
 TELEPHONE 836-5444

April 16, 1988

*Handed to me
 April 20, 1988
 by Mr. White*

*HANDED TO ME
 APRIL 20, 1988,
 BY MR WHITE, IN HIS
 OFFICE.*

Arthur M. O'Connell

Mrs. Jean M. O'Connell
 Trustees of the Harold O'Connell Trust

TO: EDWARD J. WHITE

For professional services rendered re: sale
 of 6541 Franconia Rd.
 6.65 hours at \$105.00 per hour
 express mail and long distance

\$698.25
14.75

TOTAL

\$713.00

DATE	ACTION	TIME	
3/18/88	Draft note & trust	1.20	
4/6	PC	.10	
4/11	PC	.25	
4/14	PC atty negotiation & redraft LDPC St. Louis	1.75	\$ 4.00
4/15	Redrafting	1.00	
4/16	Redrafting, PC, Exp mail	.75	10.75
4/18	PC	.10	
4/19	Redrafting	.50	
4/21	Settlement	1.00	
TOTALS		6.65	\$14.75

EDWARD J. WHITE
 ATTORNEY AT LAW
 118 SOUTH ROYAL STREET
 ALEXANDRIA, VIRGINIA 22314
 TELEPHONE 836-5444

April 16, 1988

*SHOULD
 REIMBURSE!
 \$603.67*

Mrs. Jean M. O'Connell

TO: EDWARD J. WHITE

For professional services rendered re: sale
 of 6541 Franconia Rd.
 12.15 hours at \$105.00 per hour
 express mail and long distance

1285.75
 \$1170.75
 14.75

TOTAL

~~1280.50~~ 1309.50
 \$1185.50

DATE	ACTION	TIME	
3/18/88	Draft note & trust	1.20	
4/6	PC	.10	
4/11	PC	.25	
4/14	PC atty negotiation & redraft LDPC St. Louis	1.75	\$ 4.00
4/15	Redrafting	1.00	
4/16	Redrafting, PC, Exp mail	.75	10.75
4/18	PC	.10	
4/19	Redrafting	.50	
4/20	OV A. O'CONNELL	1.50	
4/20	PC's redrafts	2.50	
4/21	Settlement	<u>2.50</u>	
TOTALS		12.15	\$14.75

State of Virginia,
 County of Fairfax,
 Certified to be a true copy of
 the original.
Crestar Bank

Robert Mc...
 Authorized Signature

Dated: September 20, 1993
 My Commission Expires on Jan. 31, 1997

*PD 4/21/88 by Jean
 M. O'Connell*

DEED OF BARGAIN AND SALE

THIS DEED, made this 21st day of April, 1988, by and between JEAN MINER/O'CONNELL, unmarried; and ANTHONY M./O'CONNELL and HERBERT A./HIGHAM, Trustees of the Trust established by the Will of the late Harold A./O'Connell, hereinafter called Grantors; and LYNCH PROPERTIES LIMITED PARTNERSHIP, a Virginia limited partnership, hereinafter called Grantee, provides:

That for \$10.00 and other valuable consideration, the receipt of which is hereby acknowledged, the aforementioned Trustees hereby grant, bargain, sell and convey with Special Warranty, and the aforementioned Jean Miner O'Connell hereby grants, bargains, sells and conveys with General Warranty of title unto the Grantee, the following real estate, located in Fairfax County, Virginia, containing 3.23987 acres:

Beginning at a point marking the intersection of the Easterly right-of-way line of Frontier Drive (Route #2677) and the Southerly right-of-way line of Franconia Road (Route #644), thence with the Southerly right-of-way line of Franconia Road S 86° 51' 59" E, 369.48 feet, to a point marking a Northwesterly corner of the property of the County School Board of Fairfax County; thence with the boundary of said School Board S 00° 49' 33" W. 374.84 feet to a concrete monument; and N 89° 10' 27" W, 369.18 feet, to a point on the aforementioned right-of-way line of Frontier Drive; thence with said right-of-way line of Frontier Drive N 00° 49' 33" E, 389.72 feet to the point of beginning, containing 3.23987 acres of land.

AND BEING the same property conveyed to Harold A./O'Connell and Jean M. O'Connell, his wife, as joint tenants with the common law right of survivorship by deed recorded in Deed Book A-13 at Page 37. Whereas by Deed of Partition recorded in Deed Book 4026 at Page 454, the property was reconveyed to Harold A. O'Connell as to an undivided one-half interest and to Jean M. O'Connell, as to an undivided one-half interest, whereas, Harold A. O'Connell died testate May 26, 1975, and by his Last Will and Testament recorded in Will Book 201 at Page 96, devised his interest to his executor Anthony M. O'Connell, Trustee; whereas Anthony M. O'Connell, Trustee, could not qualify and Herbert A. Higham, Trustee, was appointed to act in his place and stead.

BK7005 0634

PC BOX 607
Springfield, VA 22150

COLUMBIA BANKER SETTLEMENT & TITLE SERVICES, INC.
8551 GREENSBORO DR. SUITE 600
MCLEAN, VA 22102

This conveyance is made subject to all recorded conditions, restrictions and easements affecting the property hereby conveyed.

The Trustee Grantors covenant that they have the right to convey such lands to the Grantee; that they have done no act to encumber such lands. Jean Miner O'Connell covenants that she has the right to convey such lands to the Grantee; that she has done no act to encumber such lands; that the Grantee shall have quiet possession of such lands free from all encumbrances; and that she will execute such further assurances of such lands as may be requisite.

WITNESS the following signatures and seals:

Jean Miner O'Connell (SEAL)
JEAN MINER O'CONNELL

Anthony M. O'Connell (SEAL)
ANTHONY M. O'CONNELL, TRUSTEE

Herbert A. Higham (SEAL)
HERBERT A. HIGHAM, TRUSTEE

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX, to-wit:

I, the undersigned Notary Public, for the jurisdiction aforesaid, do hereby certify that Jean Miner O'Connell, whose name is signed to the foregoing instrument bearing date of April 21, 1988, has acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 21st day of April, 1988.

David H. Quarter
Notary Public

My Commission Expires: 10 15 91

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX, to-wit:

I, the undersigned Notary Public, for the jurisdiction aforesaid, do hereby certify that Herbert A. Higham, Trustee, whose name is signed to the foregoing instrument bearing date of April 21, 1988, has acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 21st day of April, 1988.

James A. Overton
Notary Public

My Commission Expires: 10-15-91

STATE OF VIRGINIA
CITY/COUNTY OF Fairfax, to-wit:

I, the undersigned Notary Public, for the jurisdiction aforesaid, do hereby certify that Anthony M. O'Connell, Trustee, whose name is signed to the foregoing instrument bearing date of April 21, 1988, has acknowledged the same before me in my jurisdiction aforesaid.

James A. Overton
Notary Public

My Commission Expires: 10-15-91

RECORDED W/CERTIFICATE ANNEXED

APR 22 1988

FAIRFAX COUNTY, VA.

TESTE: [Signature]
CLERK

A COPY TESTE:
JOHN T. FREY, CLERK

By: [Signature]
Deputy Clerk

DEED OF TRUST

THIS DEED OF TRUST made this 21st day of April, 1988, by and between E. W. LYNCH and WAYNE M. LYNCH, Trustees for LYNCH PROPERTIES LIMITED PARTNERSHIP, a Virginia limited Partnership, acting under a certain trust agreement recorded among the land records of Fairfax County in Deed Book 5605 at page 1400; hereinafter referred to as "Borrower"; and EDWARD J. WHITE of Alexandria and RICHARD G. WOHLITMAN of Fairfax County, either of whom may act, hereinafter referred to as "Trustees"; and the Beneficiaries, Jean Miner O'Connell; and Anthony M. O'Connell and Herbert A. Higham, Trustees under the trust established by the Will of Harold M. O'Connell; hereinafter collectively referred to as "Noteholder", provides:

Borrower, in consideration of the indebtedness recited herein and the trust created herein, irrevocably grants and conveys to the Trustees, IN TRUST, with general warranty, the following described property located in the County of Fairfax, Virginia:

Beginning at a point marking the intersection of the Easterly right-of-way line of Frontier Drive (Route #2677) and the Southerly right-of-way line of Franconia Road (Route #644), thence with the Southerly right-of-way line of Franconia Road S86° 51' 59" E, 369.48 feet, to a point marking a Northwesterly corner of the property of the County School Board of Fairfax County; thence with the boundary of said School Board S 00° 49' 33" W, 374.84 feet to a concrete monument; and N 89° 10' 27" W, 369.18 feet, to a point on the aforementioned right-of-way line of Frontier Drive; thence with said right-of-way line of Frontier Drive N 00° 49' 33" E, 389.72 feet to the point of beginning, containing 3.23987 acres of land.

which has the address of 6541 Franconia Road, Springfield, Va. 22150.

Together with all improvements and fixtures now or hereafter erected on the property, and all easements, rights and rent (subject however to the rights given to the Noteholder herein to collect and apply such rents) now or hereafter attached to the property ("the property"),

TO SECURE to the Noteholder the repayment of the indebtedness evidenced by Borrower's two notes dated April 21, 1988. Note No. 1 is in the principal sum of SIX HUNDRED TWENTY FIVE THOUSAND NINE HUNDRED FORTY and 86/100 Dollars (\$625,940.86) with interest thereon. Note No. 2 is in the principal sum of FIVE HUNDRED THIRTY FIVE THOUSAND THREE HUNDRED FORTY SIX and 51/100 Dollars (\$535,346.51) with interest thereon. Both of these notes provide for two annual payments of interest only, which payments shall be due on the first and second yearly anniversaries after the date of this instrument, with the balance due and payable thereafter in five equal annual payments of principal plus accrued interest thereon, the payment of all other sums, with interest thereon, advanced under the terms of this trust to protect the security of the trust; and the performance of the covenants and agreements of the Borrower.

This trust shall be due and payable in full with interest accrued on April 21, 1995.

Borrower covenants that he is lawfully seised of the property hereby conveyed and has the right to convey the property, that the property is unencumbered, and that the Borrower will warrant and defend the title to the property against all claims and demands, subject to any easements or restrictions of record listed in an any title insurance policy insuring Noteholder's interest.

The Borrower, for himself and his successors and assigns, covenants and agrees as follows:

1. **Payment.** That he will pay when due, the indebtedness secured hereby, and all taxes, assessments and charges relating to the property, and all other sums required to be paid by him under the terms of the note or this Deed of Trust, including costs, expenses and attorney's fees incurred by the Trustees or the Noteholder with respect to this trust, the note or the property herein described; and in the event of default of any payment, the Noteholder may pay the same and any sum so paid shall be added to the debt hereby secured, shall be payable on demand, and shall bear interest at the rate specified in the note secured hereby.

2. **Application of Payments.** All payments after the first two annual payments of interest, shall be applied first to the interest due and then to the principal of the note.

3. **Borrower not Released.** Extension of time for payment or modification of any amortization schedule to any successor in interest of Borrower shall not operate to release in any manner, the liability of the original Borrower or his successors in interest.

4. **Duties of Trustees.** The Trustees, without obtaining the prior consent of the Noteholder, shall upon request, release from this trust without curtailment and at no cost to Borrower, land to be dedicated to public use including, but not limited to: streets, public utilities, sanitary sewer, water, storm sewer, etc.; and in addition, the Trustees shall sign such plats of subdivision and resubdivisions as desired by Borrower as long as said subdivision and resubdivisions meet the requirements of Fairfax County.

5. **Successors and Assigns.** All terms herein shall be binding upon all of the respective successors and assigns of the Borrower and Noteholder.

6. **Preservation of Property.** That he will keep the property in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted; and that he will not act or fail to act in any manner which will jeopardize the lien of the Deed of Trust. It is the intent of the Borrower to demolish the existing dwelling house on the property to enable Borrower to improve the property. If the property is a condominium or other property subject to Owner's Association covenants, regulations and by-laws, Borrower shall perform all obligations under such documents.

7. **Insurance.** That he will maintain liability insurance on the

property in the amount of \$1,000,000.00, and will pay, when due any premiums. All insurance shall be carried in companies reasonably approved by the Noteholder and the certificates of insurance shall be held by the Noteholder and shall contain loss payable clauses in favor of the Noteholder.

8. **Condemnation.** That the proceeds of any award or claim for damages in connection with any condemnation or other taking of the property, or part thereof, or for conveyance in lieu of condemnation are hereby assigned to the Noteholder.

In the event of a total taking of the property, the proceeds shall be applied to the indebtedness with any excess paid to the Borrower. In the event of a partial taking of the property, unless Borrower and Noteholder otherwise agree in writing, there shall be applied to the indebtedness such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this trust immediately prior to the date of taking bears to the fair market value of the property immediately prior to the date of taking with the balance of the proceeds paid to the Borrower.

Unless otherwise agreed in writing such application of condemnation proceeds to the sums due on this trust shall not extend the due date of payments or change the amount of such payments.

9. **Inspection.** Noteholder may make or cause to be made, reasonable inspections of the property upon prior notice to Borrower specifying the reasonable cause therefor.

10. **Assignment of Rents.** As additional security, Borrower hereby assigns to Noteholder the rents of the property, provided that Borrower, shall prior to acceleration or abandonment of the property, have the right to collect and retain such rents as become due and payable. Noteholder shall be liable to account only for those rents actually received.

11. **Transfer of Property; Assumption.** If all or any part of the property or an interest therein is sold or transferred by Borrower without Noteholder's prior written consent, excluding: (a) the creation of a lien subordinate to this trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant (d) the grant of a leasehold interest of three years or less not containing an option to purchase; (e) a transfer or sale to a partnership or joint venture in which borrower is a partner or joint venturer; Noteholder may at its option, declare all sums secured hereby immediately due and payable.

NOTICE; THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED. SUBJECT TO THE PROVISIONS ABOVE.

12. **Default and Foreclosure.** Failure by the Borrower to perform any of his obligations under this trust or under the note shall constitute a default and all indebtedness secured shall become immediately due and payable in full at the option of the Noteholder upon written notice to the Borrower of default and acceleration. Any time thereafter, at the request of the Noteholder, the Trustees shall sell the property at public auction, at such time and place and

upon such terms and conditions as the Trustees shall deem best for the interest of all concerned. Advertisement shall be for four successive weeks in a newspaper of general circulation in the county or the city in which the property is located. The Trustees may postpone the sale by public announcement at the time and place of any scheduled sale or by advertising the postponement for two successive weeks in a newspaper as defined above. In case of default by the purchaser, the Trustees shall resell upon such public notice as they shall determine. Upon compliance by the purchaser with the terms of sale, and upon judicial approval as may be required by law, the Trustees shall convey such land in fee simple with Special Warranty to the purchaser at his cost. The purchaser shall not be liable to see to the application of the purchase money.

From the proceeds of sale shall be paid: **FIRST**, all costs including but not limited to court costs, advertising costs, auctioneer's fees, title correction expenses, bond premiums and attorney's fees, and all monies advanced for taxes, assessments and insurance, with interest thereon at the rate specified in the note. The trustees shall be entitled to a commission of 5% of the sale price; **SECOND**, to pay the unpaid principal balance of the note, whether the same shall be due or not; **THIRD**, to pay in priority, liens of record against the property; **FOURTH**, to pay any sums of the sale proceeds as shall remain to the Borrower, his heirs and assigns.

If the property is advertised for sale and not sold, the Borrower shall pay all costs in connection therewith as such costs are delineated above, AND a Trustees' commission of 2 1/2% of the unpaid principal balance, and the same shall be secured in a like manner as other expenses relating to the execution of this trust and bear interest at the rate stated on the note. In no event shall the total commissions to the Trustees exceed 5% of the sale price of the property.

Upon a sale by the Trustees, a bidders deposit of 10% of the original indebtedness may be required.

13. Forbearance by Noteholder not a Waiver. Any forbearance by Noteholder in exercising any right or remedy shall not constitute of waiver of such rights or remedies.

14. Remedies Cumulative. All remedies herein provided are distinct and cumulative to any other right or remedy under this trust or afforded at law or in equity and may be exercised concurrently, independently or successively, including the right of the Noteholder to sue for a deficiency judgment after foreclosure in the event the debt is not satisfied therein.

15. Substitution of Trustees. The Noteholder may in its discretion remove the Trustees and appoint new Trustees according to law.

16. Release. Upon payment of all sums secured hereby, the Borrower shall be entitled to release of the lien of this Trust and return of any note. Borrower shall pay the Noteholder's fee for release and the recording fee for the release.

17. Homestead Exemptions. Borrower hereby waives the benefit of all Homestead Exemption laws to the extent that such laws may be waived.

18. Construction. In the construction of this instrument, when

reference is made to the parties herein, the singular shall encompass the plural, and the masculine gender shall encompass the feminine and partnerships, Trustees and corporations.

19. **Non Recourse Loan.** Notwithstanding anything herein to the contrary, Borrower and its partners shall have no personal liability for the payment of the Note, and Noteholder shall look solely to the property and other assets conveyed by this Deed of Trust and to the security provided by other instruments securing the Note and proceeds thereof for the payment of all indebtedness. However, the foregoing shall not be deemed to preclude an action for specific performance or injunctive relief, nor shall Noteholder be deemed prohibited from naming Borrower and/or its partners in any action to enforce its remedies hereunder (subject to the foregoing exculpation from personal liability).

The foregoing limitations of Borrower's and its partners' personal liability shall not impair the validity of the Note or the lien created hereby or the right of the Noteholder and the Trustees to foreclose and/or enforce rights with respect to the property and other assets encumbered hereby.

20. **Law Controlling.** This Deed of Trust shall be governed by the laws of the Commonwealth of Virginia.

WITNESS the following signature and seal:

LYNCH PROPERTIES LIMITED PARTNERSHIP

By E. W. Lynch, Jr. Trustee (SEAL)
E. W. Lynch, Jr. Trustee

By Wayne M. Lynch, Trustee (SEAL)
Wayne M. Lynch, Trustee

COMMONWEALTH OF VIRGINIA,
COUNTY FAIRFAX, to wit:

The foregoing Deed of Trust dated April 21, 1988 was acknowledged before me, a Notary Public, for the jurisdiction aforesaid, by E. W. Lynch, Jr., Trustee, on behalf of LYNCH PROPERTIES LIMITED PARTNERSHIP, this 21st day of April, 1988.

Diana A. Overton
Notary Public

My commission expires: 10-15-91

COMMONWEALTH OF VIRGINIA,
COUNTY FAIRFAX, to wit:

The foregoing Deed of Trust dated April 21, 1988 was acknowledged before me, a Notary Public, for the jurisdiction aforesaid, by Wayne. M. Lynch, Trustee, on behalf of LYNCH PROPERTIES LIMITED PARTNERSHIP, this 21st day of April, 1988.



Notary Public

My commission expires: 10-15-91

DEED OF TRUST NOTE No. 1

\$625,940.86

McLean, Virginia

April 21, 1988

FOR VALUE RECEIVED, the undersigned promises to pay to the order of JEAN MINER O'CONNELL the principal sum of SIX HUNDRED TWENTY FIVE THOUSAND NINE HUNDRED FORTY and 86/100 Dollars (\$625,940.86) with interest thereon computed at the rate of nine per cent (9%) per annum at such place and to such persons or entities, as the holder shall designate, in two annual payments of interest only, which payments shall be due on the first and second yearly anniversaries after the date of this instrument, and with the balance due and payable thereafter in five equal annual payments of principal plus accrued interest thereon, which payments shall be due and payable on the third, fourth, fifth, sixth and seventh anniversary dates thereafter.

The entire sum of principal and interest shall be due and payable in full on April 21, 1995.

If any installment of principal and/or interest under this note is not paid when due and remains unpaid after a date specified by notice to the borrower, the entire amount of principal and unpaid interest shall be due and payable in full at the option of the holder. The date specified shall not be less than thirty (30) days from the date the notice is mailed. In the event that suit is brought to collect this note, the holder shall be entitled to collect all the costs of such suit, including, but not limited to reasonable attorney's fees.

The borrower shall pay to the holder a late charge of 5% of any installment not received by the holder within 15 days of the date the installment is due.

The undersigned reserves the privilege of prepaying this Note in full or in part at any time without premium or fee for such prepayment.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers hereof and shall be binding upon them and their successors and assigns.

Notwithstanding any other provisions herein contained to the contrary, the undersigned shall have no personal liability for

payment of the principal or interest of this Note. This provision shall not release the undersigned from liability for the performance of its other obligations hereunder.

This Note shall be governed by the laws of the Commonwealth of Virginia.

LYNCH PROPERTIES LIMITED PARTNERSHIP

By E. W. Lynch, Jr. General Partner (SEAL)
E. W. Lynch, Jr., General Partner

By Wayne M. Lynch, General Partner (SEAL)
Wayne M. Lynch, General Partner

This is to certify that this is the Note described as Note No. 1, in a Deed of Trust dated April 21, 1988 on property located in Fairfax County, Virginia.

Lisa A. Dutton
Notary Public

My commission expires: 10-15-91

This is a certified true copy of the original Deed of Trust Note No. 1. Certified on this first day of October, 1991.

Theresa Ramsey-Else
Notary Public

My commission expires on: March 20, 1992.

DEED OF TRUST NOTE No. 2

\$535,346.51

McLean, Virginia

April 21, 1988

FOR VALUE RECEIVED, the undersigned promises to pay to the order of ANTHONY M. O'CONNELL AND HERBERT A. HIGHAM, Trustees under the trust established by the Will of Harold M. O'Connell; the principal sum of FIVE HUNDRED THIRTY FIVE THOUSAND THREE HUNDRED FORTY SIX and 51/100 Dollars (\$535,346.51) with interest thereon computed at the rate of nine per cent (9%) per annum at such place and to such persons or entities, as the holder shall designate, in two annual payments of interest only, which payments shall be due on the first and second yearly anniversaries after the date of this instrument, and with the balance due and payable thereafter in five equal annual payments of principal plus accrued interest thereon, which payments shall be due and payable on the third, fourth, fifth, sixth and seventh anniversary dates thereafter.

The entire sum of principal and interest shall be due and payable in full on April 21, 1995.

If any installment of principal and/or interest under this note is not paid when due and remains unpaid after a date specified by notice to the borrower, the entire amount of principal and unpaid interest shall be due and payable in full at the option of the holder. The date specified shall not be less than thirty (30) days from the date the notice is mailed. In the event that suit is brought to collect this note, the holder shall be entitled to collect all the costs of such suit, including, but not limited to reasonable attorney's fees.

The borrower shall pay to the holder a late charge of 5% of any installment not received by the holder within 15 days of the date the installment is due.

The undersigned reserves the privilege of prepaying this Note in full or in part at any time without premium or fee for such prepayment.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers hereof and shall be binding upon them and their successors and assigns.

Notwithstanding any other provisions herein contained to the

PAID IN FULL
Anthony M. O'Connell
Herbert A. Higham

contrary, the undersigned shall have no personal liability for payment of the principal or interest of this Note. This provision shall not release the undersigned from liability for the performance of its other obligations hereunder.

This Note shall be governed by the laws of the Commonwealth of Virginia.

LYNCH PROPERTIES LIMITED PARTNERSHIP

BY E. W. Lynch Jr. General Partner (SEAL)
E. W. Lynch, Jr., General Partner

BY Wayne M. Lynch General Partner (SEAL)
Wayne M. Lynch, General Partner

This is to certify that this is the Note described as Note No. 2, in a Deed of Trust dated April 21, 1988 on property located in Fairfax County, Virginia.

Richard Overton
Notary Public

My commission expires: 10-15-91

PAID IN FULL
M. J. O'Connell,
Trustee

EDWARD J. WHITE
ATTORNEY AT LAW
118 SOUTH ROYAL STREET
ALEXANDRIA, VIRGINIA 22314

TELEPHONE 836-5444

March 15, 1991

Mr. Anthony M. O'Connell
6541 Franconia Rd.
Springfield, Va. 22150



Dear Mr. O'Connell,

Subsequent to our telephone conversation this morning, I reviewed my files in the cases involving Mrs. O'Connell.

I find that I did indeed mail you a copy of the Limited Power of Attorney along with my letter to you of September 12, 1988. I am enclosing another copy of the Limited Power of Attorney and a copy of the letter I sent you. You may not have received it; however, it was not returned to me by the Post Office.

In regard to your inquiry as to why, in 1988, there came a time when I refused to deal with you on the sale, as I said, I recalled that a conceivably adverse relationship had developed between you and your mother concerning the sale. I call your attention to the sixth paragraph in your letter to her of December 8, 1987, a copy of which is enclosed.

As to your complaint that I did not share the sale documents with you, I call your attention to my letter to you of April 16, 1988 in which the deed, note and trust were sent to you. A copy of that letter is enclosed.

On April 19, 1988 you appeared in my office and stated that you refused to settle on the next day. We did not have a happy discourse. We did discuss the sale and I asked you if you had any other questions.

I am somewhat puzzled as to why all of this is re-surfacing and after reviewing my file and my notes, am not at all comfortable with continuing the dialogue.

Sincerely,

A handwritten signature in black ink, appearing to be 'EJW', written over the typed name 'Edward J. White'.

Edward J. White

EJW/e

Encl.

Copy to: Mrs. O'Connell

ANTHONY M. O'CONNELL
CONSERVATOR
2337 SOUTH THIRTEENTH STREET
ST. LOUIS, MISSOURI 63104

(314) 776-4926

December 8, 1987

Ms. Jean O'Connell
6541 Franconia Road
Springfield, Virginia 22150

Dear Mother:

Thank you for your phone call yesterday telling me about your plans to move. I know it is a heart wrenching experience for you to leave the home you have put so much of yourself into over the past fifty years. I congratulate you again on your decision.

On thinking further of our discussion about controlling the destiny of the house, I feel strongly that deed restrictions or soliciting public support to move the house will only result in obstructing a successful sale.

No one, especially the county, is going to spend \$300,000 to \$400,000 (?) to have it moved so you can make a better profit. If the county did any thing, they would preserve it in situ, perhaps acquiring the land by eminent domain, a logical extension of the Forestdale School playground. I feel when the county did take seven of your ten acres by eminent domain for Forestdale School, they would have taken the entire property if they knew you were not going to live in the house. They did not do you any favors then by compensating you at \$7,000/acre and they are not going to do you any favors now.

At the very least, publicly bringing up the historical significance of the house when you are trying to sell it will make a prospective buyer think very hard about the rezoning battle.

I feel any negotiations concerning the house itself should best be done in private between you and the interested buyer. You also have final control by not selling to a buyer whose plans you find unsuitable. If you cared enough, a successful sale may give you enough money to have the house moved at your expense.

I am disappointed that you apparently do not want me involved in this transaction. As near as I can determine, you are concerned that I will block the sale. Please tell me of your specific concerns and maybe we will all have a more pleasant and successful experience.

If I had any alternative I would not say this- To get a successful sale and to minimize what I know is an incredibly painful experience for you-Walk away from the house and don't look back. Remember it as it was. It's the new owners responsibility and it is lifted from your shoulders.


With respect to your urgency in selling, I am driving to Virginia tomorrow. I can be reached at the home of

RoseMary Haly
220 Wildman 3NE
Leesburg, Virginia 22075
(703) 777-6371

Sincerely,

Copy to:

Mr. Edward White, Attorney
118 South Royal Street 22314
(703) 836-5444 (Alexandria, Virginia)



Mr. Herbert A. Higham
6208 Higham Drive
Franconia, Virginia 22310
(703) 971-5200/971-3129(Home)

Mrs Sheila Tierney-Sbedvenell
44 Carleton
Portland, Maine 04102
(207) 774-1914

Mrs. Jean Nader
350 4th Avenue
New Kensington, Pennsylvania 15068
(412) 337-7537

April 16, 1988

Mr. Anthony M. O'Connell
2337 South 13th St.
St. Louis, Mo. 63104

Re: O'Connell to Lynch Properties

Dear Mr. O'Connell,

Enclosed for your signature before a notary public is the original deed. Please date it on the first line and return it to me immediately by express mail.

Also enclosed for your review are copies of the note and deed of trust.

Sincerely,

Edward J. White

EJW/e
Encl.



Virginia State Bar

Eighth and Main Building
707 East Main Street, Suite 1500
Richmond, Virginia 23219-2803
Telephone: (804) 775-0500

Facsimile: (804) 775-0501 TDD: (804) 775-0502

November 1, 1993

PERSONAL AND CONFIDENTIAL

Mr. Anthony M. O'Connell
6541 Franconia Road
Springfield, Virginia 22150

RE: In the Matter of Edward J. White
VSB Docket #93-042-0976

Dear Mr. O'Connell:

This letter is in response to your certified letter dated September 20, 1993, which was received in this office on September 23, 1993. As you know, the basis for my dismissal of your complaint was the absence of an attorney-client relationship between you and the Respondent. Nothing you have submitted to me under cover letter dated September 20, 1993 changes my conclusion.

The copy of Mr. White's fee statement shows an entry: "4/20 OV A. O'CONNELL." The fact that you had an office visit with Mr. White does not create an attorney-client relationship.

I note that the fee statement dated April 16, 1988 is sent to Mrs. Jean M. O'Connell and I believe that your mother is the client in this particular matter, not you.

Your original complaint alleges that the Respondent handled your mother's estate incompetently. I do not believe you have standing to complain, because you are not a client of Mr. White. The second enclosure, a list of your unreturned telephone calls to Mr. White, also does not change my conclusion. Unless you can show that you are a client of Mr. White, Mr. White was under no ethical duty or mandate to return your telephone calls. This complaint also boils down to your word against Mr. White's as to whether he was representing you at the settlement on the real estate transaction. The Bar would have to prove your position by clear and convincing evidence, and I simply do not see any clear and convincing evidence that Mr. White had agreed to represent you, or that he represented you by his conduct.

Mr. Anthony M. O'Connell

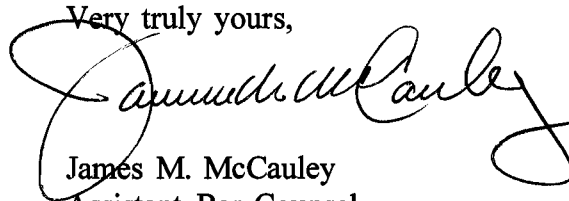
Page 2

November 1, 1993

Finally, you indicate that Mr. White, over a period of seven years, has made defamatory and divisive statements which you consider to be far more damaging than the issue regarding the real estate settlement. The Code of Professional Responsibility does not proscribe defamatory statements by an attorney, and our office is not the appropriate forum to investigate or prosecute your claim. If you feel that you have been defamed or libeled by the Respondent, then your remedy is to file a civil action, but a Bar complaint is not an appropriate vehicle to resolve that issue.

I am truly sorry that I cannot advance your claims or interest, however, I must stand on my original decision to dismiss your complaint. I trust that you will appreciate my explanation, although you disagree with it.

Very truly yours,

A handwritten signature in black ink, appearing to read "James M. McCauley". The signature is fluid and cursive, with a large initial "J" and "M".

James M. McCauley
Assistant Bar Counsel

JMM/dls

Why not ask Edward White to take an accountable position;

- (1) Who did Edward White represent and when?
- (2) What is the name of the person who wrote the deed and the deed of trust?
- (3) Did Anthony O'Connell qualify as Trustee? Yes or No?