

1988 Sale

Will
Deed
Trustees

BOOTHE, PRICHARD & DUDLEY

4085 UNIVERSITY DRIVE
P. O. BOX 338
FAIRFAX, VIRGINIA 22030
TELEPHONE: (703) 273-4600

September 5, 1973

MEMORANDUM

E. WALLER DUDLEY
WILLIAM C. BAUKNIGHT
WILLIAM W. KOONTZ
FAIRFAX SHEILD McCANDLISH
A. HUGO BLANKINSHIP, JR.
CARRINGTON WILLIAMS
JOHN S. STUMP
EDGAR ALLEN PRICHARD
HAYNIE S. TROTTER
THOMAS J. MIDDLETON
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MICHAEL T. BRADSHAW
THOMAS L. APPLER
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CARSON LEE FIFER, JR.
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GARDNER L. BOOTHE (1872-1964)
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RESTON OFFICE
11440 ISAAC NEWTON SQ., N.
RESTON, VIRGINIA 22070
MANASSAS OFFICE
9256 MOSBY STREET
P. O. BOX 528
MANASSAS, VIRGINIA 22110

TO: Mr. & Mrs. Harold A. O'Connell

RE: Leasing of 3-1/3 acres adjacent to Springfield Mall

I suggest that your interests would be best served by a long-term lease of your property instead of a sale. If you sell the property, you will have to pay Federal and State income taxes which take up 35% to 40% of the money received depending upon whether you sell outright or under an installment sales contract. If you enter into a long-term lease, you will not have to pay income tax on the value of the property (although you will have to pay on the rent, of course). You can leave the property to your children by Will and they will continue to receive the rent during the balance of the term. At the expiration of the term, your children or grandchildren will be able to relet the property or to reclaim possession of it with the improvements that have been put there by the lessee.

I suggest that a lease for your protection should have the following terms:

1. The term should be at least fifty (50) years.
2. The rent should be payable monthly.
3. There should be a provision for recalculation of rent at appropriate intervals based upon reappraisals of the property. I suggest such re-evaluation occur at the end of the 20th year and every 10 years thereafter. Alternatively, the rent should be readjusted every 5 years based upon the cost of living index for the Washington, D. C. Metropolitan Area.

Mr. & Mrs. Harold A. O'Connell

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September 5, 1973

4. The lessee should be required to pay all taxes and insurance. The insurance should protect your interests as well as the lessee's. The lessee should be required to rebuild in the event of fire or other destruction.
5. The lessee should be required to take care of rezoning the property at his expense.
6. You should be permitted to live in the property rent free during the period prior to rezoning.
7. The lessee should pay the taxes and insurance during the period the application for rezoning is pending.
8. The rental should be based upon 8% of the appraised value of the property after rezoning per year.
9. You should not be required to join in any construction or permanent mortgage on the property.
10. The lessee should prepay a sufficient amount of rent to allow you to purchase another suitable home.
11. The commission of the real estate broker should be payable as the rent is received rather than in a lump sum.
12. The lease should contain a condemnation clause which would give you the full value of the land in the event of condemnation with the value of the improvements being paid to the lessee.

EAP.rsc

LAW OFFICES

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November 28, 1973

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

Dear Mr. O'Connell:

When we last talked I told you that I would have some figures prepared which would show you graphically how much money would be saved in income tax and death taxes as a result of choosing a lease rather than the sale of your home property. We have had to make some basic assumptions in order to come up with figures. It probably will turn out that some of the assumptions are incorrect, but I believe the principles will apply to the actual figures as well as to those of the assumptions.

We assumed that the property in which you and Mrs. O'Connell live is in joint tenancy with the common law right of survivorship and that the nominal basis was contributed equally by you and Mrs. O'Connell. We have assumed two different valuations for the property: \$750,000 and \$900,000. As you will see from the enclosed memorandum prepared by Munford Yates there would be a saving of on the order of \$150,000 if you were to choose a lease over a straight sale at an evaluation of \$750,000 and there would be a saving of nearly \$200,000 if you chose a lease over a straight sale based on a valuation of \$900,000. We have assumed that you will retain a parcel of acreage at Cinderbed Road and that it will be sold by your heirs in order to provide funds to pay estate taxes.

Mr. Harold A. O'Connell

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November 28, 1973

I know that it will take you some time to go through these assumptions. When you have done so, I trust that you will give me a call so that we can get together and discuss where we go from here.

I have heard from Mr. Fried and he is anxious to know whether you will entertain his proposition. I have not heard further from the W. R. Grace Company

Sincerely yours,

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

E. A. Prichard

EAP/rsc

MEMORANDUM

TO: EAP & TJM

FROM: MRY

DATE: November 27, 1973

RE: O'Connell Estate Plan

Comparisons of the estate planning consequences of the sale of the O'Connell residential real estate with those consequences resulting from the lease of said property are contained in the two sheets attached.

Sheet 1 compares the amount (designated as "remainder") which would be left of both of the estates of Mr. and Mrs. O'Connell after the imposition of death taxes where the subject property (valued at \$750,000) is leased, sold (non-installment) or sold on the installment basis under each of three possible estate plans: all left to wife (designated plan (A)); one-half left to wife, remainder to trust established by will for her benefit (designated plan (B)); and all left to trust established by will for her benefit (designated plan (C)). Sheet 2 makes identical comparisons where the subject property is valued at \$900,000 for estate planning purposes.

I have assumed that both parcels of real estate are jointly-owned with right of survivorship, that each spouse contributed equally to the purchase of each parcel and that Mr. O'Connell will die first. Various other assumptions are also incorporated into the calculations. Comparisons of the remainder amounts,

though such amounts are not exact, nevertheless do illustrate the relative advantages of each of the eighteen different situations since the same assumptions were employed in each.

The lease approach (compare calculations (1), (2) and (3) with (4) through (9) on each sheet), which avoids sizeable pre-death capital gains taxes, results in the maximum remainders upon the death of the last-to-die of Mr. and Mrs. O'Connell under all possible estate plans for each valuation. Post-death capital gains taxes, for the most part, will likewise be avoided if the lease approach is adopted since the tax basis of the subject property will be increased from \$40,000 to the valuations listed on the death tax returns.

Plan (C) (compare calculation (3) with the other eight calculations on each sheet), where each spouse leaves his or her property in trust for the benefit of the other, results in the maximum death tax savings because such a plan prevents death taxation of any property in both estates.

Nevertheless, Plan (B), which prevents partial "double" death taxation, results in less death taxation at the death of Mr. O'Connell because such a plan takes advantage of the marital deduction. Thus, although plan (C) will result in \$19,751.70 less aggregate death taxes than Plan (B) where the lease approach (\$900,000 valuation) is used (compare sheet 2, example (3) with example (2)), \$164,950 in death taxes will have to be paid at Mr. O'Connell's death versus \$74,626.70 if Plan (B) is used. Where Plan (B) is adopted, however, a potential problem with respect to the splitting of Mr. O'Connell's estate into Mrs. O'Connell's

one-half share and the trust's remainder share may develop.

Both Plan (B) and Plan (C) will require the splitting of the joint tenancies. Deeds would have to be prepared transferring the parcels from Mr. and Mrs. O'Connell as joint tenants to Mr. and Mrs. O'Connell as tenants in common (one-half undivided interest to each). No gift tax would be imposed if each contributed equally to the purchases. I am advised that an appropriately drafted deed would qualify as a "partition deed" thus resulting in a recordation fee of \$9.67 per deed.

The lease approach does have a significant drawback - the estates will not contain enough cash to pay death taxes and the lease might make the subject real estate difficult to sell, if necessary, to pay such taxes.

Yet it is possible that the proceeds of sale of assets other than the leased property may be sufficient to satisfy death tax liabilities. Thus at the death of Mr. O'Connell, the value of his one-half interest in the 15 acre tract (\$125,000) plus the value of his personal property (\$40,000) might exceed the maximum death tax liability (\$164,950, see sheet 2, calculation (3)) which would be imposed. Correspondingly, at Mrs. O'Connell's death her interest in the 15 acre tract (\$125,000) plus personal property (\$50,000) might exceed the taxes imposed at her death (\$168,500).

Considering Plan (B), assets other than the leased property might in the aggregate (\$340,000) plus one year's rental (\$60,000 less \$20,000 in income taxes) exceed the aggregate death taxes (\$353,151.70, see sheet 2, calculation (2)).

O'CONNELL
ESTATE PLANNING

(\$750,000)

| | | | (A) ALL TO WIFE | (B) 1/2 TO WIFE REMAINDER TO TRUST | (C) ALL TO TRUST | |
|----|-----------------------------------|---------------|--------------------|--|---------------------|----|
| | | | (1) | (2) | (3) | |
| 1 | LEASE | ASSETS | 1090000 | 1090000 | 1090000 | 1 |
| 2 | | Death Taxes | 6394540 | 6239540 | 139300 | 2 |
| 3 | | | 31314020 | 236900 | 142500 | 3 |
| 4 | | REMAINDER | 71291440 | 79070460 | 808200 | 4 |
| 5 | | | | | | 5 |
| 6 | | | | | | 6 |
| 7 | | | | | | 7 |
| 8 | | | | | | 8 |
| 9 | | | | | | 9 |
| 10 | | | (4) | (5) | (6) | 10 |
| 11 | SALE | ASSETS | 1090000 | 1090000 | 1090000 | 11 |
| 12 | (Non installment) | * CAP. G. TAX | - 23654801 | - 23654801 | - 23654801 | 12 |
| 13 | | death taxes | - 4301502 | - 4301502 | - 10224015 | 13 |
| 14 | | | - 23336168 | - 17460614 | - 10465231 | 14 |
| 15 | | REMAINDER | 57707528 | 63583084 | 64655960 | 15 |
| 16 | | | | | | 16 |
| 17 | | | | | | 17 |
| 18 | | | | | | 18 |
| 19 | | | | | | 19 |
| 20 | | | (7) | (8) | (9) | 20 |
| 21 | SALE | ASSETS | 1090000 | 1090000 | 1090000 | 21 |
| 22 | (INSTALLMENT) | * CAP. G. TAX | - 19401447 | - 19401447 | - 19401447 | 22 |
| 23 | | death taxes | - 4649979 | - 4649979 | - 10881916 | 23 |
| 24 | | | - 24780972 | - 18577120 | - 11145768 | 24 |
| 25 | | REMAINDER | 60167609 | 66371461 | 67570870 | 25 |
| 26 | | | | | | 26 |
| 27 | | | | | | 27 |
| 28 | | | | | | 28 |
| 29 | | | | | | 29 |
| 30 | * Minimum tax on tax preferences | | | | | |
| 31 | in the amount of \$9865.50 has | | | | | |
| 32 | been disregarded. | | | | | |
| 33 | | | | | | |
| 34 | ** Minimum tax on tax preferences | | | | | |
| 35 | in the amount of \$8080.48 has | | | | | |
| 36 | been disregarded. | | | | | |
| 37 | | | | | | |

O'CONNELL
ESTATE PLANNING

(\$400,000)

| | | (A) | (B) | (C) |
|--|------------------|-----------------|-----------------------------------|-----------------|
| | | ALL TO WIFE | 1/2 TO WIFE REMAINDER TO TRUST | ALL TO TRUST |
| | | (1) | (2) | (3) |
| LEASE | Assets | 1240000 | 1240000 | 1240000 |
| | death taxes | - 7671560 | - 7462670 | - 164950 |
| | | - 36598091 | - 278525 | - 168450 |
| | REMAINDER | <u>79730350</u> | <u>88684830</u> | <u>906600</u> |
| | | (4) | (5) | (6) |
| SALE | Assets | 1240000 | 1240000 | 1240000 |
| (NON-INSTALLMENT) | * CAP. G. TAXES | - 29329316 | - 29329316 | - 29329316 |
| | death taxes | - 5065539 | - 5065539 | - 11666472 |
| | | - 26503903 | - 19908554 | - 11957309 |
| | REMAINDER | <u>63101248</u> | <u>69696597</u> | <u>71046910</u> |
| | | (7) | (8) | (9) |
| SALE | Assets | 1240000 | 1240000 | 1240000 |
| (INSTALLMENT) | ** CAP. G. TAXES | - 27079768 | - 27079768 | - 27079768 |
| | death taxes | - 5249845 | - 5249845 | - 12014441 |
| | | - 27268043 | - 20499060 | - 12317237 |
| | REMAINDER | <u>64402350</u> | <u>71171335</u> | <u>72588560</u> |
| * Minimum tax on tax preferences in the amount of \$12,112.83 has been disregarded. | | | | |
| ** Minimum tax on tax preferences in the amount of \$10,747.07 has been disregarded. | | | | |

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March 28, 1974

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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
Page -2-

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 dark ink, appearing to read "E. A. Prichard", with a stylized, flowing script.

E. A. Prichard

EAP:cw

Enclosures

Will of Harold A. O'Connell 1974.04.11

Executor is Jean M. O'Connell, substitute executor is Anthony M. O'Connell, Trustee is Anthony M. O'Connell. Prepared by Ed Prichard.

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

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

He

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

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

He

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.

(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

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.

Ea Pruhar residing at Fairfax Va
George Towbridge residing at Vienna, Va
Carmel J. Fife, Jr. residing at Chatham, Va.

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

Before me, the undersigned authority, on this day personally appeared HAROLD A. O'CONNELL, Edmund, George Droubidge, and Carson Lee, 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 Edmund
Testator

Witness Harold A. O'Connell

Witness George Droubidge

Witness Carson Lee

HA

Subscribed, sworn and acknowledged before me by HAROLD A. O'CONNELL,
the testator, subscribed and sworn before me by Ed Richards,
George Howbridge, 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: Harold 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.

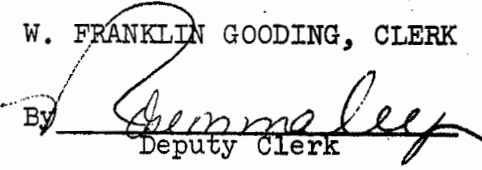
Thereupon Jean M. O'Connell, the Executor named in said will, is appointed and duly qualifies as such by taking the oath prescribed by law and entering into and acknowledging a bond in the penalty of One Hundred Fifty Thousand Dollars (no surety being required by direction of the Testator as set out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

Frank D. Connel
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: Frank D. Connel
Deputy Clerk

LAW OFFICES

BOOTHE, PRICHARD & DUDLEY

4085 UNIVERSITY DRIVE

P. O. BOX 338

FAIRFAX, VIRGINIA 22030

TELEPHONE: (703) 273-4600

April 29, 1974

E. WALLER DUDLEY
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
R. TERRENCE NEY
MICHAEL T. BRADSHAW
THOMAS L. APPLER
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.

OF COUNSEL
ARMISTEAD L. BOOTHE
SCHUYLER WILLIAM LIVINGSTON
GARDNER L. BOOTHE (1872-1984)

ALEXANDRIA OFFICE
711 PRINCESS STREET
P. O. BOX 1101
ALEXANDRIA, VIRGINIA 22313

RESTON OFFICE
11440 ISAAC NEWTON SQ., N.
RESTON, VIRGINIA 22090

MANASSAS OFFICE
9256 MOSBY STREET
P. O. BOX 528
MANASSAS, VIRGINIA 22110

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

Dear Mr. & Mrs. O'Connell:

Enclosed herewith you will find the deed of your home property dividing it between you as tenants in common rather than as tenants by the entirety. We believe that we can persuade the Clerk to record it without charging a recording tax. Therefore, when you have signed it before a Notary Public, send it back to us so that we can hand carry it to the Clerk's Office for recordation.

Sincerely yours,



E. A. Prichard

EAP/rsc
Enc.

LAW OFFICES

BOOTHE, PRICHARD & DUDLEY

4085 UNIVERSITY DRIVE

P. O. BOX 338

FAIRFAX, VIRGINIA 22030

TELEPHONE: (703) 273-4600

May 6, 1974

E. WALLER DUDLEY
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
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CHARLES S. PERRY
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MINERVA WILSON ANDREWS
MUNFORD R. YATES, JR.
RONALD K. INGOE
JOHN J. CZYZEWSKI
R. TERRENCE NEY
MICHAEL T. BRADSHAW
THOMAS L. APPLER
THOMAS C. BROWN, JR.
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C. TORRENCE ARMSTRONG
N. CARR STOGNER, JR.

OF COUNSEL
ARMISTEAD L. BOOTHE
SCHUYLER WILLIAM LIVINGSTON
GARDNER, L. BOOTHE (1872-1964)

ALEXANDRIA OFFICE
711 PRINCESS STREET
P. O. BOX 1101
ALEXANDRIA, VIRGINIA 22313

RESTON OFFICE
11440 ISAAC NEWTON SQ., N.
RESTON, VIRGINIA 22090

MANASSAS OFFICE
9256 MOSBY STREET
P. O. BOX 528
MANASSAS, VIRGINIA 22110

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

Dear Mr. and Mrs. O'Connell:

I am in receipt of the Deed of Partition. It was recorded on May 2, 1974 as instrument #15528. Fortunately, the Clerk charged us the minimum fee and we did not have to pay a State Tax.

Sincerely yours,



E. A. Prichard

EAP/bb

LAW OFFICES

BOOTHE, PRICHARD & DUDLEY

4085 UNIVERSITY DRIVE

P. O. BOX 338

FAIRFAX, VIRGINIA 22030

TELEPHONE: (703) 273-4600

May 21, 1974

E. WALLER DUDLEY
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
R. TERRENCE NEY
MICHAEL T. BRADSHAW
THOMAS L. APPLER
THOMAS C. BROWN, JR.
CARSON LEE FIFER, JR.
STEPHEN D. ANNAND
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C. TORRENCE ARMSTRONG
N. CARR STÖGNER, JR.

OF COUNSEL
ARMISTEAD L. BOOTHE
SCHUYLER WILLIAM LIVINGSTON
GARDNER L. BOOTHE (1872-1964)

ALEXANDRIA OFFICE
711 PRINCESS STREET
P. O. BOX 1101
ALEXANDRIA, VIRGINIA 22313

RESTON OFFICE
11440 ISAAC NEWTON Sq., N.
RESTON, VIRGINIA 22090

MANASSAS OFFICE
9256 MOSBY STREET
P. O. BOX 528
MANASSAS, VIRGINIA 22110

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

Dear Mr. & Mrs. O'Connell:

Enclosed herewith you will find Deed of Partition changing the form of ownership of your property. The deed was recorded May 2, 1974 in Deed Book 4026 at page 454 of the land records of Fairfax County.

Sincerely yours,



E. A. Prichard

C
Enc.

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 Brother, Krickard & Wadley

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

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

Tax Paid
Sec 58.1 50
Sec 58.1 17
Sec 58-64.1 7

In the Clerk's Office of the Circuit Court of Fairfax County, Virginia MAY 2 1974 at 3:11 PM
This instrument was received and, with the certificate annexed, admitted to record

Teste:

Clerk

Madeline Garding

LAW OFFICES

BOOTHE, PRICHARD & DUDLEY

4085 UNIVERSITY DRIVE
P. O. BOX 338
FAIRFAX, VIRGINIA 22030
TELEPHONE: (703) 273-4600

May 29, 1974

E. WALLER DUDLEY
WILLIAM C. BAUKNIGHT
WILLIAM W. KOONTZ
FAIRFAX SHEILD McCANDLISH
A. HUGO BLANKINSHIP, JR.
CARRINGTON WILLIAMS
JOHN S. STUMP
EDGAR ALLEN PRICHARD
HAYNIE S. TROTTER
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OF COUNSEL
ARMISTEAD L. BOOTHE
SCHUYLER WILLIAM LIVINGSTON
GARDNER L. BOOTHE (1872-1964)

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MANASSAS OFFICE
9256 MOSBY STREET
P. O. BOX 528
MANASSAS, VIRGINIA 22110

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

Dear Mr. & Mrs. O'Connell:

The other day I was speaking to Arthur Fischer, who was the original developer of Springfield Mall Shopping Center. I asked him if the owners of the Center would be interested in your property on a long term lease basis. He said he would think about it and let me know. I have just received a call from Mr. Ripps, an employee of the developer, who tells me that they would be interested in talking to you in terms of a long term lease, contingent upon zoning approval, based upon a valuation of \$5.00 per square foot and a return to you of 8% per annum based on that valuation. I have forgotten the amount which was mentioned to you by Mark Fried, but this sounds like a reasonable proposition.

Let me know your wishes.

Sincerely yours,



E. A. Prichard

EAP/rsc

LAW OFFICES

BOOTHE, PRICHARD & DUDLEY

P.O. BOX 338

4085 UNIVERSITY DRIVE

FAIRFAX, VIRGINIA 22030

TELEPHONE: (703) 273-4600

July 15, 1974

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

FOR PROFESSIONAL SERVICES RENDERED

Conferences re estate plan, examination of deeds,
preparation of alternative plans based upon
different hypothesis, study of existing wills,
redrafting wills, preparation of deed, recordation
of same, negotiation with Clerk re recording
charges, supervision of will execution, telephone
calls - Services of Messrs. Prichard & Yates
September 1973, through May, 1974

\$1,125.50

EAP/rsc
731215/001/002

LAW OFFICES

BOOTHE, PRICHARD & DUDLEY

4085 UNIVERSITY DRIVE
P. O. BOX 338
FAIRFAX, VIRGINIA 22030
TELEPHONE: (703) 273-4600

October 29, 1974

E. WALLER DUDLEY
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
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CHARLES S. PERRY
COURTLAND L. TRAVER

MINERVA WILSON ANDREWS
MUNFORD R. YATES, JR.
RONALD K. INGOE
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DAVID J. BREWER
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C. TORRENCE ARMSTRONG
N. CARR STOGNER, JR.
EDWARD F. RODRIGUEZ, JR.

OF COUNSEL
ARMISTEAD L. BOOTHE
SCHUYLER WILLIAM LIVINGSTON
GARDNER L. BOOTHE (1872-1964)
ALEXANDRIA OFFICE
711 PRINCESS STREET
P. O. BOX 1101
ALEXANDRIA, VIRGINIA 22313

RESTON OFFICE
11440 ISAAC NEWTON SQ., N.
RESTON, VIRGINIA 22090

MANASSAS OFFICE
9256 MOSBY STREET
P. O. BOX 528
MANASSAS, VIRGINIA 22110

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

Dear Mr. O'Connell:

I have your letter of October 28. I appreciate your concern about not having in your hand a liability policy. I checked with Mr. Richardson of the Richardson Agency and found that by coincidence he had received your renewal policy this morning and is mailing it to you in today's mail. Apparently, you have no problem. However, if for some reason a problem develops, let me know.

Mr. O'Connell, I did not respond to your letter about my bill which was based on the actual amount of time involved in the preparation of your Will. As a lawyer, I am sure you know that it has been the custom of lawyers over the years to charge a nominal amount for the preparation of a Will based upon the expectation that the lawyer will at some future time handle an estate and make a handsome fee for representing the estate. In our case we believe that this reasoning is fallacious; that we should be paid fair rates for our time in handling an estate as well as for the preparation of the Will and, therefore, we made no special rate to you. Our charge which probably seemed exorbitant in comparison with what other lawyers charge for the same work was based on the "loss leader" theory. Thank you for the payments you have made to date.

I have spoken with Joe Alexander about your property and he tells me that he thinks it would be appropriate for it to be converted to office use at some future time. I suggest to you

Mr. Harold A. O'Connell

-2-

October 29, 1974

that when you are prepared to enter into a long term lease that the best people to deal with would be the owners of Springfield Mall. I will be happy to put you in touch with them when you want me to.

Sincerely yours,

A handwritten signature in black ink, appearing to read "E. A. Prichard", written in a cursive style.

E. A. Prichard

EAP/rsc

LAW OFFICES

BOOTHE, PRICHARD & DUDLEY

4085 UNIVERSITY DRIVE
P. O. BOX 338
FAIRFAX, VIRGINIA 22030
TELEPHONE: (703) 273-4600

December 10, 1974

E. WALLER DUDLEY
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
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MANASSAS, VIRGINIA 22110

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

Dear Mr. O'Connell:

I have your letter of December 8 regarding the tax on your residential property. Fairfax County has the power to tax property at its use value rather than its fair market value. Had Fairfax County adopted such a policy, the tax bill would undoubtedly be much smaller. The fact is the Board of Supervisors has not taken the step to empower its assessor to appraise valuation on use rather than the market value and that the Assessor's Office is therefore bound to evaluate the property at the price which an informed seller under no compulsion to sell would accept from an informed buyer under no compulsion to buy. There is a small caveat to this statement in that the Board of Supervisors in a separate act did authorize the Assessor to reduce the assessment on properties which are subject to a ten year open space easement. Under this policy, if you were to put of record a covenant that you would not develop your property for ten years and that you gave to the public a scenic easement of ten years duration, you could have a preferential assessment which would undoubtedly be much less than that the appraiser has suggested. Assuming you do not wish to do that, then I suggest that the best thing to do is to obtain an appraisal from a recognized real estate appraiser such as Mac Downs or Scott Humphrey and to have your appraiser and me intercede with the Assessor's Office to see if we cannot secure a lower valuation. Failing that, it is possible to appeal the assessment to the Tax Equalization Board which would doubtless consider the historical significance of the dwelling and might give a reduction because of the extra restrictions which are imposed upon the occupant of an historical property. Failing there, it is possible

Mr. Harold A. O'Connell

-2-

December 10, 1974

to go into the Circuit Court to sue for a lower assessment. In addition to the historical regulations, you might site the unavailability of sewer and the zoning moratorium now in effect as factors which reduce the value below that suggested by the assessor. You probably read in the Washington Post this morning of the success of Ted Lerner in having a piece of his commercial property reduced in assessment because sewer was not available.

If you wish me to intercede on your behalf, I suggest that the first thing to do is to obtain an appraisal. If you authorize it, I will arrange with Mac Down or Scott Humphrey to make it.

Sincerely yours,

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

E. A. Prichard

EAP/rsc

Harold O'Connell

Official For Social Security

Harold A. O'Connell, 79, a former member of the Social Security Appeals Council, died Monday at Alexandria Hospital after a heart attack.

He had been a member of the council from 1941 until his retirement in 1965. Earlier he had served as principal consultant and assistant chief of claims for the Social Security Board from 1936 to 1941.

Born in Westfield, N.Y., Mr. O'Connell was a graduate of the University of Michigan.

After serving as a second lieutenant in the Army field artillery in World War I, he came to Washington where he graduated from Georgetown University law school in 1920.

Mr. O'Connell maintained a private law practice here until 1932, when he started his government career as chief of the code section of the National Recovery Administration.

He was a member of the D.C. Bar and admitted to practice before the Supreme Court. He belonged to the American Institute of Certified Public Accountants.

He is survived by his wife, Jean M. O'Connell, of the home, 6541 Franconia Rd., Springfield; a son, Anthony M., of St. Louis; two daughters, Shiela Tierney, of Portland, Maine, and Jean Nader, of New Kensington, Pa., and six grandchildren.

The family suggests that expressions of sympathy may be in the form of contributions to the Georgetown University Law Center.

LAW OFFICES

BOOTHE, PRICHARD & DUDLEY

4085 UNIVERSITY DRIVE
P. O. BOX 338
FAIRFAX, VIRGINIA 22030
TELEPHONE (703) 273-4600

June 3, 1975

E. WALLER DUDLEY
WILLIAM C. BAUKNIGHT
WILLIAM W. KOONTZ
FAIRFAX SHEILD McCANDLISH
A. HUGO BLANKINGSHIP, JR.
CARRINGTON WILLIAMS
JOHN S. STUMP
EDGAR ALLEN PRICHARD
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P. O. BOX 1101
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RESTON OFFICE
11440 ISAAC NEWTON SQ., N.
RESTON, VIRGINIA 22090

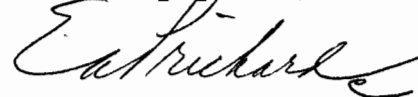
MANASSAS OFFICE
9256 MOSBY STREET
P. O. BOX 528
MANASSAS, VIRGINIA 22110

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

Dear Mrs. O'Connell:

Enclosed herewith you will find a copy of Mr. O'Connell's will which was executed in our offices on April 11, 1974. When you are ready to have the Will probated, please let us know and we will be happy to have someone from our firm accompany you to the Court House with the original Will.

Sincerely yours,



E. A. Prichard

c
Enc.

LAW OFFICES

BOOTHE, PRICHARD & DUDLEY

4085 UNIVERSITY DRIVE

P. O. BOX 338

FAIRFAX, VIRGINIA 22030

TELEPHONE (703) 273-4600

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9256 MOSBY STREET
P. O. BOX 528
MANASSAS, VIRGINIA 22110

June 30, 1975

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

Dear Mrs. O'Connell:

At your request, enclosed find the original of your will.

Very truly yours,


Munford R. Yates, Jr.

MRY/msc
Enclosure

LAW OFFICES

BOOTHE, PRICHARD & DUDLEY

4085 UNIVERSITY DRIVE
P. O. BOX 338
FAIRFAX, VIRGINIA 22030
TELEPHONE (703) 273-4600

July 30, 1975

E. WALLER DUDLEY
WILLIAM C. BAUKNIGHT
WILLIAM W. KOONTZ
FAIRFAX SHEILD McCANDLISH
A. HUGO BLANKINGSHIP, JR.
CARRINGTON WILLIAMS
JOHN S. STUMP
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MANASSAS OFFICE
9256 MOSBY STREET
P. O. BOX 528
MANASSAS, VIRGINIA 22110

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

Dear Mrs. O'Connell:

A check for \$5,000.00, payable to you, has been received in this office from the Federal Employees' Group Life Insurance Company.

We have tried to contact you by telephone, but haven't received any answer. Please let me know whether you want me to mail the check to you, or if you would prefer to pick it up.

Very truly yours,



Edgar Allen Prichard

EAP:pps

*rec'd check
deposit to W & L Savings*

LAW OFFICES

BOOTHE, PRICHARD & DUDLEY

4085 UNIVERSITY DRIVE
P. O. BOX 338
FAIRFAX, VIRGINIA 22030
TELEPHONE (703) 273-4600

August 4, 1975

E. WALLER DUDLEY
WILLIAM C. BAUKNIGHT
WILLIAM W. KOONTZ
FAIRFAX SHEILD McCANDLISH
A. HUGO BLANKINGSHIP, JR.
CARRINGTON WILLIAMS
JOHN S. STUMP
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9256 MOSBY STREET
P. O. BOX 528
MANASSAS, VIRGINIA 22110

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

Dear Mrs. O'Connell:

Enclosed is a check payable to you for \$5,000.00
from Federal Employees Group Life Insurance Company.

Also enclosed are form 712s received in this office
from Federal Employees Group Life Insurance Company, and from
the Veterans Administration.

Mr. Yates will be returning from his vacation on
August 11. If you have any questions, give him a call then.

Very truly yours,

Mary Lynn Tavenner

Mary Lynn Tavenner
Paralegal Assistant to
Mr. Yates

MLT:ps

Enclosures

3
exp
cash

LAW OFFICES

BOOTHE, PRICHARD & DUDLEY

4085 UNIVERSITY DRIVE
P. O. BOX 338
FAIRFAX, VIRGINIA 22030
TELEPHONE (703) 273-4600

September 10, 1975

E. WALLER DUDLEY
WILLIAM C. BAUKNIGHT
WILLIAM W. KOONTZ
FAIRFAX SHEILD McCANDLISH
A. HUGO BLANKINGSHIP, JR.
CARRINGTON WILLIAMS
JOHN S. STUMP
EDGAR ALLEN PRICHARD
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ELIZABETH LAND LEWIS
C. THOMAS HICKS, III
GRADY C. FRANK, JR.

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MANASSAS, VIRGINIA 22110

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

Re: Estate of Harold A. O'Connell

Dear Mrs. O'Connell:

Enclosed find the responses we received from Washington-Lee Savings and Loan Association and from Civil Service. My file indicates that no letter was ever sent to Northern Virginia Bank.

Since the responsibility of this firm ended on June 26, 1975, I enclose our statement for services rendered which is based solely on time expended by this firm.

Very truly yours,



Munford R. Yates, Jr.

MRY:pps

Enclosures

Trustees Qualify

LAW OFFICES

MACKALL, MACKALL, WALKER & SILVER

A PROFESSIONAL CORPORATION

4031 CHAIN BRIDGE ROAD

FAIRFAX, VIRGINIA

22030

HENRY C. MACKALL
DOUGLASS S. MACKALL, III
DOUGLAS D. WALKER
GLENN H. SILVER
NANCY E. GIBB

TELEPHONES
(703) 273-0320
(703) 273-0321

June 23, 1986

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

Herbert A. Higham, Esquire
6208 Higham Drive
Alexandria, Virginia 22310

Re: Estate of Harold A. O'Connell

Dear Messrs. O'Connell and Higham:

You have officially qualified as Trustees under the Last Will and Testament of Harold A. O'Connell. You have given bond in a penalty of \$842,000.00 without surety. Enclosed are copies of the following documents:

1. Certificate of Qualification issued June 20, 1986.
2. Order entered June 11, 1986 by Judge Middleton.
3. Petition filed on behalf of Mr. O'Connell requesting authority for the Trustees to qualify without surety.
4. Agreement dated January 28, 1985 between the Trustees and Jean O'Connell.
5. Eighteen page notice to Fiduciaries together with Inventory and Accounting forms and fee schedule. The sole asset initially is the undivided interest in the two parcels of real estate. This should be reflected on the Inventory filed in Mr. McCandlish's Office.

Mrs. O'Connell will now be able to file her final accounting as Executrix of the Estate. By copy of this letter I am requesting Mr. White to notify me when this account is filed.

Statement for services is also enclosed.

Sincerely,


Henry C. Mackall

HCM/jkw
Enclosures
cc: Edward J. White, Esquire



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



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

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HAROLD A. O'CONNELL

and that they ha ve 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

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

TELEPHONE 836-5444

August 8, 1986

Hon. Robert J. McCandlish, Esq.
Commissioner of Accounts
4069 Chain Bridge Road
Fairfax, Virginia 22030

Re: Estate of Harold M. O'Connell

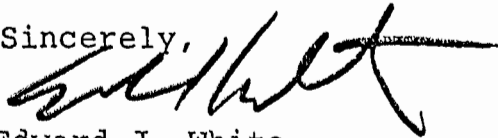
Dear Mr. McCandlish,

Enclosed is the Fourth and Final Accounting in the captioned estate with your checks in the amounts of \$35.00 and \$25.00.

Please note that the Trustees have qualified in this case and the attached agreement is submitted as a receipt for the trust property.

The vouchers for the real estate taxes paid by Mrs. O'Connell add to more than the amount stated but in this case it makes no difference.

Sincerely,



Edward J. White

EJW/e
Encl.
Copy to: Mrs. O'Connell



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 of the Trust established under the will 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 16th day of May, 1988.

WARREN E. BARRY, CLERK

By Kathy J. Smith
 Deputy Clerk

Notice

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

Buyer

I contacted and negotiated a sales contract with the buyer. The O'Connell's and the Lynches have known each other for years

Edwin W. Lynch Jr.

Real Estate Investments

December 22, 1987

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

Dear Anthony:

Enclosed is our contract offer to purchase your property in Franconia. I apologize for making it so long. I thought that I had some two page form contracts that would be adequate, but they were not suitable. I ended up drafting my own contract based on the appropriate language from the contract forms.

Please review and sign with a notary. You should return it to my home address on this letterhead with instructions for Federal Express to leave it at the door if no one is home.

The contract offer expires in ten (10) days from this date. Practically speaking, the sooner we receive a signed contract the sooner we will be able to go to settlement.

It has been a pleasure to talk to you. I hope to meet you some time soon.

Sincerely yours,



Bill Lynch

Encl.

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.

Contract

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.

WITNESS:

Mary F. Ruel
Date: 12/21/87

Carolyn R. Pflug
Date: 12/22/87

WITNESS:

PURCHASER:

LYNCH PROPERTIES LIMITED
PARTNERSHIP

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

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

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. Jurek
Notary Public

My Commission expires: _____

DANIEL J. JUREK
NEW KENNESAW, GEORGIA
MY COMMISSION EXPIRES SEPT. 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: _____

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

(314) 776-4926

December 28, 1987

Mr. E.W. Lynch, Jr.
Gunston Land Company
7514 Rambling Ridge Drive
Fairfax Station, Virginia 22039

Dear Bill:

You wrote a beautiful contract. I trust you received all the signed copies.

Enclosed is some information I just received from Richmond concerning the status of Route 770. I will ask my mother to search for the document that apparently gives her half the road.

My mother's attorney, Mr. Edward White, may have copies of the estate taxes, the death certificate, etc.. He has been very helpful to me and I am sure he will be to you. Mr. White can be reached at;

118 South Royal Street
Alexandria, Virginia 22314
(703) 836-5444

Assuming we reach settlement, would you be willing to make two separate checks for each payment? One would be for 53.9006% to Jean M. O'Connell and one would be for 46.0994% to Herbert Anderson Higham and Anthony O'Connell, trustees. In addition, is it possible to make the first two payments totally \$100,000.00 solely to Jean M. O'Connell (in order for her to buy into Goodwin House), and the payment at settlement adjusted to compensate the trust, so the running balances would be in the percentages mentioned?

I look forward to meeting you.

Sincerely,

Tony O'Connell

Anthony O'Connell

Encl.

Copy

Mr. Edward White

Mr. H. A. Higham

Edwin W. Lynch Jr.

Real Estate Investments

December 28, 1987

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

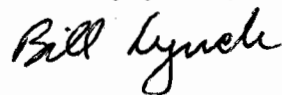
Dear Anthony:

Thank you for returning the contract so promptly. We have received signed copies from your mother and from Herbert Higham also. I am enclosing for your records, an original contract with your signature and your mother's signature. I will ask Mrs. Studebaker in our office to send you an original with Mr. Higham's signature if he did not take it with him. I have dated this contract Dec. 24th, which is the date of your mother's signature.

The study period began Dec. 24, 1987, and will expire Tuesday, February 23, 1988. Since it is customary that study periods do not expire on holidays, I have extended it to Tuesday, February 23. I have also enclosed copies of relevant correspondence with the title company.

Best wishes for a happy and prosperous New Year.

Sincerely yours,



Bill Lynch

cc: Mrs. Jean M. O'Connell
Mr. Allan B. Goldstein
Mr. Wayne Lynch

Edwin W. Lynch Jr.

Real Estate Investments

December 28, 1987

Ms. Sharman Harris
Coldwell Banker
10505 Judicial Drive
Fairfax, Virginia 22030

Dear Sharman:

Enclosed is a copy of a contract between Lynch Properties Limited Partnership and Jean Miner O'Connell et al. This contract only has the signature of Mrs. O'Connell or her son, Anthony. However, we have counterpart signature copies for all three signatories at our office.

Our study period commenced December 24th, and runs for sixty (60) days. During this time, we need to complete a title examination. Would you please have your people review the title and give us a binder? We will determine the exact purchase price at the time we have a survey performed by Dewberry & Davis.

For your convenience, I have enclosed copies of some deeds which relate to the property. I have asked the O'Connells' for a copy of Mr. O'Connell's death certificate. If and when we receive it, I will forward it to you.

Best wishes for a prosperous New Year.

Sincerely yours,

Bill Lynch

Bill Lynch

cc: Mrs. Jean Miner O'Connell
✓ Mr. Anthony M. O'Connell
Mr. Wayne Lynch
Mr. Allan B. Goldstein

7514 Rambling Ridge Drive Fairfax Station, Virginia 22039 703 569-4992

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

(314) 776-4926

December 28, 1987

Dear Mother,

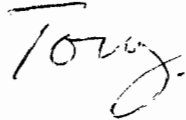
Thanks for your letter of December 19, 1987.

It's not necessary for you to be concerned with the trust expenses or Andy's fee. The trust will do that and I will do the accounting for the trust.

If you can find the document that gives you half the lane (Rt. 770) and Dad's death certificate would you send a copy to Bill Lynch?

Thanks very much for the Christmas present check of \$100.00. It was the perfect gift.

Love, Tony



Copy

Mr. Edward White

Hire
Edward White

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 sign 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,

Handwritten signature of Anthony O'Connell in dark ink, written over the typed name.
Anthony O'Connell

Obstacle of Silence

The invisible obstacle of silence starts

LYNCH PROPERTIES LIMITED PARTNERSHIP

P. O. BOX 607
SPRINGFIELD, VIRGINIA 22150
(703) 451-7432

January 6, 1988

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

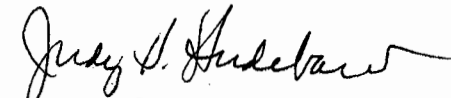
Dear Mr. O'Connell:

Bill Lynch's letter dated December 28, 1987, stated that I would send you a copy of the contract with Mr. Higham's original signature if we had one. We do not have an extra copy with his signature, but I have made a copy of the page with his signature and the page with his acknowledgement, which are enclosed with this letter.

If you have any questions, please let me know.

Sincerely,

LYNCH PROPERTIES LIMITED
PARTNERSHIP



Judy H. Studebaker

Enclosure

TELEPHONE DETAIL

MCI EXCEPT WHERE NOTED

P.

JAN

| | |
|-----------------|--------------|
| 11 O'CONNELL | .14 |
| 11 SHIPRO | .59 |
| 12 VDOT | 4.36 |
| 12 VDOT | 1.17 |
| 12 OFF. TRANS | .59 |
| 12 GOODWIN | 1.17 |
| 13 VDOT | .28 |
| 13 GOODWIN | .14 |
| <u>13 WHITE</u> | <u>3.79</u> |
| 22 HALLY | .88 |
| 22 HALLY | 1.17 |
| 24 HALLY | 2.80 |
| 28 QUATEX | .25 |
| # | <u>17.92</u> |

| | |
|---------------|--------------|
| 16 NADER | .14 |
| 25 HIGHAM | 7.20 |
| 13 VDOT | 3.15 BELL |
| 13 FAIRFAXDOT | 12.22 BELL |
| 13 GOODWIN | 4.12 BELL |
| 13 LYNCH | 10.33 BELL |
| 28 O'CONNELL | .28 |
| | <u>37.44</u> |

MARCH

| | |
|-----------------|--------------|
| 5 LYNCH | .14 |
| 6 TIERNEY | 3.65 |
| 7 LYNCH | .54 |
| 7 WHITE | 3.77 |
| 7 NADER | 13.47 |
| 8 NADER | .81 |
| 8 TIERNEY | .29 |
| 10 O'CONNELL | .54 |
| 14 O'CONNELL | .71 |
| 15 O'CONNELL | 1.08 |
| 15 WHITE | .27 |
| 18 COMMISSIONER | 3.77 |
| 25 HIGHAM | .27 |
| 26 HIGHAM | 4.45 |
| 7 PRICHARD | 5.47 BELL |
| 8 TIERNEY | 3.60 BELL |
| 17 WHITE | 4.12 BELL |
| 29 LYNCH | 4.39 BELL |
| | <u>51.34</u> |

APRIL

| | |
|-----------------|-------|
| 7 LAWRENCE | 3.85 |
| 14 PRICHARD | 9.52 |
| 15 PRICHARD | 10.60 |
| 3 O'CONNELL | 1.62 |
| 7 ALEXANDER | .14 |
| 7 SHIPRO | .27 |
| 7 ALEXANDER | .54 |
| 7 ALEXANDER | 1.89 |
| 7 SHIPRO | 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 BOAYMENS | 1.13 |
| 19 WHITE | .84 |
| 19 MWB+B | 1.08 |
| 27 425-7610 | 1.67 |
| | <u>77.95</u> |

MAY

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|-----------------|--------------|
| BELL 4 NADER | .81 |
| BELL 8 GOODWIN | 2.97 |
| BELL 10 GOODWIN | 2.69 |
| 17 GOODWIN | 5.78 |
| 17 A.O'CONNELL | 1.92 BELL |
| | <u>14.17</u> |

JUNE

| | |
|-------------|-------------|
| 9 LYNCH | 3.23 |
| 17 LYNCH | .27 |
| 26 698-7788 | .53 |
| 27 698-7788 | .14 |
| | <u>4.17</u> |

JULY

| | |
|----------|------------|
| 19 MWB+B | .81 |
| | <u>.81</u> |

NOTE: PAY PHONES
NOT INCLUDED HERE

LYNCH PROPERTIES LIMITED PARTNERSHIP

P. O. BOX 607
SPRINGFIELD, VIRGINIA 22150
(703) 451-7432

February 22, 1988

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

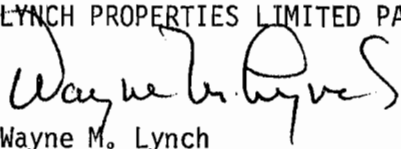
Dear Mrs. O'Connell:

Enclosed is our check for \$100,082.94 which is the deposit required to confirm our Purchase Agreement dated December 24, 1987. Pursuant to instructions from Anthony M. O'Connell by letter dated December 28, 1987, the entire amount of the deposit is being disbursed directly to you. An adjustment will be made at closing to reflect the appropriate division of proceeds between you and the Trustees.

Please sign the enclosed receipt to verify that the payment has been delivered to you. This receipt will authorize the escrow agent to release the escrow deposit to Lynch Properties Limited Partnership. We will advise you as soon as a specific schedule for closing has been determined.

Sincerely,

LYNCH PROPERTIES LIMITED PARTNERSHIP


Wayne M. Lynch

Enclosures: 2

cc: Mr. Anthony M. O'Connell
Mr. Herbert A. Higham

Mr. Mark C. Dorigan
McGuire Woods Battle & Boothe
P. O. Box 9346
McLean, Virginia 22102

100117

Received from Lynch Properties Limited Partnership payment in the amount of One Hundred Thousand Eighty-Two and 94/100 Dollars (\$100,082.94), the same being the total amount of deposit required to confirm the Purchase Agreement between Lynch Properties Limited Partnership as Purchaser and Jean M. O'Connell, Anthony M. O'Connell, Trustee, and Herbert A. Higham, Trustee, as Sellers for the property described in said Purchase Agreement dated December 24, 1987.

Date: Feb. 22, 1988

J.M.O'C
Jean Miner O'Connell

TELEPHONE DETAIL

MCI EXCEPT WHERE NOTED

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JAN

| | |
|---------------|------|
| 11 O'CONNELL | .14 |
| 11 SHIPRO | .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 | 3.79 |
| 22 HALLY | .88 |
| 22 HALLY | 1.17 |
| 24 HALLY | 2.80 |
| 28 QUATEX | .25 |
| # 17.92 | |

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

MARCH

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| 5 LYNCH | .14 |
| 6 TIERNEY | 3.65 |
| 7 LYNCH | .54 |
| <u>7 WHITE</u> | <u>3.77</u> |
| 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 | 3.77 |
| 25 HIGHAM | .27 |
| 26 HIGHAM | 4.45 |
| 7 PRICHARD | 5.47 BELL |
| 8 TIERNEY | 3.60 BELL |
| 17 WHITE | 4.12 BELL |
| 29 LYNCH | 4.39 BELL |
| 51.34 | |

APRIL

| | |
|-----------------|-------|
| 7 LAWRENCE | 3.85 |
| 14 PRICHARD | 9.52 |
| 15 PRICHARD | 10.60 |
| 3 O'CONNELL | 1.62 |
| 7 ALEXANDER | .14 |
| 7 SHIPRO | .27 |
| 7 ALEXANDER | .54 |
| 7 ALEXANDER | 1.89 |
| 7 SHIPRO | 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 |
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| 14 LYNCH | 1.08 |
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| 16 WHITE | .14 |
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| 17 WHITE | .14 |
| 17 HIGHAM | 2.83 |
| 18 HALLY | 2.16 |
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| 19 HALLY | .54 |
| 20 KENEST | 5.18 |
| 20 KENEST | .86 |
| 20 DRISKO | 1.94 |
| 22 BOAYMENS | 1.13 |
| 19 WHITE | .84 |
| 19 MWB+B | 1.08 |
| 27 425-7610 | 1.67 |
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MAY

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| BELL 4 NADER | .81 |
| BELL 8 GOODWIN | 2.97 |
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| 17 A.O'CONNELL | 1.92 BELL |
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JUNE

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| 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

Jean O'Connell

March 8, 1988

Dear Tony,

I am very sorry about our misunderstandings on the telephone Sunday. I do appreciate all the effort, time and inconvenience you have put in the job of trustee and know it will be a relief to you when both properties have been disposed of. For me it is the end of a wonderful happy era. If I could have chosen all over again I would have chosen the same



place and constantly thank my lucky stars that I was able to stay here for so long. Hopefully all of you will be as happy in the environments you

have chosen. Not that all was a
bed of roses but that is not normal
anyway and by contrast makes
the virtues of the ^{good} situations so
much more satisfying and meaning-
ful. It is very hard for me to
give up my unique piece of land
which is so full of interesting
and beautiful plant and animal
life. Even if I were able to
maintain it it is time to seek
a place where life has more
people about. Living alone tends
to make me too self-centered
and I do not have the energy
to keep up with the social life on
my own.

Sean Mary and Sheikh will both
be here this weekend. If you would
like to visit with them I'm enclosing the
check you'll need. Richard is coming to
help me get some things ready to go.

Love
Mother

March 14, 1988
(¹/₂^{PM} left today)

Dear Mother,

Wow! I got a letter with a
check for \$1,000.00 from you today
I don't know what a big deal
was in my head. I was
apprehensive by not saying you,
the person I should know,
thank you.

I put the pink & blue rug in
my bedroom, and one a full
width flower in the 2nd floor
hall and the other in the hall
in the first floor hall. My
dog loves to lie on it with
the cushions. I suppose of a very
baking she thinks she's in ~~heaven~~ HEAVEN.

I brought the latest account of expenses
& copy of the sales contract but
forgot to give it to you - so I
enclosed it.

The blue coverlets (2) were a perfect
match, match, ~~I~~ I put them on
my 4 poster & there a bit too small.
So I'm going to sew them together
and have them ~~from~~ on the
wall. I have a friend who will
help me with that.
I love the blue color.

So I'm enjoying arranging things.
Really (couldn't remember to the
vertical so I put in the
main bed room with the balcony.
Love, Tony

TELEPHONE DETAIL

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JAN

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| 11 O'CONNELL | .14 |
| 11 SHIPRO | .59 |
| 12 UDOT | 4.36 |
| 12 UDOT | 1.17 |
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| 12 GOODWIN | 1.17 |
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| 13 GOODWIN | .14 |
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| 22 HALLY | .88 |
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| 24 HALLY | 2.80 |
| 28 QUATEX | .25 |
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| 16 NADER | .14 |
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| 13 UDOT | 3.15 BELL |
| 13 FAIRFAXDOT | 12.22 BELL |
| 13 GOODWIN | 4.12 BELL |
| 13 LYNCH | 10.33 BELL |
| 28 O'CONNELL | .28 |
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MARCH

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| 5 LYNCH | .14 |
| 6 TIERNEY | 3.65 |
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| 10 O'CONNELL | .54 |
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| 15 O'CONNELL | 1.08 |
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| 18 COMMISSIONER | 5.77 |
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| 17 WHITE | 4.12 BELL |
| 29 LYNCH | 4.39 BELL |
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APRIL

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| 7 LAWRENCE | 3.85 |
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| 20 KENEST | .86 |
| 20 DRISKO | 1.94 |
| 22 BOAYMENS | 1.13 |
| 19 WHITE | .84 |
| 19 MWB+B | 1.08 |
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| BELL | 4 NADER | .81 |
| BELL | 8 GOODWIN | 2.97 |
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JUNE

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| 9 LYNCH | 3.23 | |
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NOTE: PAY PHONES
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MARCH

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| 7 WHITE | 3.77 |
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| 10 O'CONNELL | .54 |
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| 15 O'CONNELL | 1.08 |
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| 18 COMMISSIONER | 3.77 |
| 25 HIGHAM | .27 |
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JUNE

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| 9 LYNCH | 3.23 |
| 17 LYNCH | .27 |
| 26 698-7788 | .53 |
| 27 698-7788 | .14 |
| <hr/> 4.17 | |

JULY

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| 19 MWB+B | .81 |
| <hr/> -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

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

(314) 776-4926

March 21, 1988

Dear Mother,

How are you? Spring seems to be comming to Saint Louis.

I have to file some Federal Tax forms concerning the trust and I need some information. Would you please send me:

1. Your social security number
2. Your name as it appears on your federal tax return
3. Your new mailing address.

I hope things are going well.

Love, Tony

Tony

ANTHONY M. O'CONNELL
CONSERVATOR
2337 SOUTH THIRTEENTH STREET
ST. LOUIS, MISSOURI 63104
(314) 776-4926

MARCH 28, 1988

VIRGINIA STATE DEPT
FOR STATE FORMS
2220 WEST BROAD STREET
RICHMOND, VIRGINIA 23220-4217

DEAR SIR:

I HAVE BEEN UNSUCCESSFUL IN REACHING YOU BY
TELEPHONE.

WOULD YOU PLEASE SEND ME ALL THE NECESSARY PUBS.,
FORMS, & INSTRUCTIONS, PHAMLETS, ETC., THAT I MAY
NEED IN REPORTING TRUST INCOME. I AM A
CO-TRUSTEE FOR A BENEFICIARY WHO LIVES IN
VIRGINIA.

I BELIEVE THE COMPARABLE FEDERAL FORMS WOULD
BE 1041, SCHEDULE 1041, FORM 56, 55-4, SCHEDULE D(1041)
SCHEDULE A+B,
(1041).

PLEASE SEND ME ANY OTHER THAT MAY BE
EVEN REMOTELY RELATED.

SINCERELY,

Anthony O'Connell

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

(314) 776-4926

March 30, 1988

Dear Mother:

Enclosed is the accounting of trust expenses you requested. It is not official but probably 99.9% accurate. It does not include the real estate taxes due you as I don't have that information presently available.

If you have any questions, please call me.

I hope the move is going well. You seemed to have things under control when we all visited in March.

See you at the closing. How about if I come by and drive you to the closing? Would you prefer that or meeting us there?

Love,

Tomy

P.S. ALSO INCLOSED ARE OFFICIAL "TO BE FILED"
ACCOUNTINGS, UP TO DEC, 31, 1987.

LYNCH PROPERTIES LIMITED PARTNERSHIP

P. O. BOX 607
SPRINGFIELD, VIRGINIA 22150
(703) 451-7432

April 5, 1988

Mr. Anthony M. O'Connell
2337 South Thirteenth Street
St. Louis, Missouri 63104

Dear Mr. O'Connell:

As requested by Bill Lynch, enclosed are three copies of the boundary survey of the property which we are purchasing. Also enclosed is a copy of the metes and bounds description showing a total of 3.23987 acres of land. As provided in the contract, the total price will be adjusted at settlement.

Sincerely,

LYNCH PROPERTIES LIMITED PARTNERSHIP



Judy H. Studebaker

Enclosures: 4



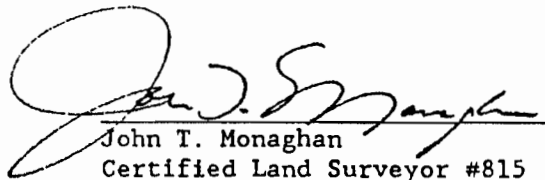
8401 Arlington Boulevard
Fairfax, VA 22031-4666
703 849-0100

DESCRIPTION OF
THE PROPERTY OF
JEAN M. O'CONNELL, EXRS.
LEE DISTRICT
FAIRFAX COUNTY, 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 S $86^{\circ} 51' 59''$ 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 $00^{\circ} 49' 33''$ W, 374.84 feet to a concrete monument; and N $89^{\circ} 10' 27''$ 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 $00^{\circ} 49' 33''$ E, 389.72 feet to the point of beginning, containing 3.23987 acres of land.

All being more particularly described on a plat attached hereto and made a part hereof.

Given under my hand this twenty-fifth day of March, 1988.


John T. Monaghan
Certified Land Surveyor #815

JTM/rkf

Fairfax, VA
Annapolis, MD
Baltimore, MD
Danville, VA
Gaithersburg, MD

Landover, MD
Leesburg, VA
Manassas, VA
Marion, VA
Morristown, TN

Prince Frederick, MD
Raleigh, NC
Richmond, VA
Woodbridge, VA

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

arlington
armature

STARTERS 550-7373 ALTERNATORS

Dear Tony,

This is the important
stuff. Didn't have
time to go to the printers
for a copy.

See you the 21st.

Love

Mother

arlington
armature

STARTERS 550-7373 ALTERNATORS

Re zoning Application RZ-86-L-073

*Planning Com. Public Hearing
on Oct 1, 1987 at 8:15 p.m.*

*Board Room, A level of the
Messege Bldg. 4100 Chain
Bridge Rd. Fairfax, Va.*

*Bd. of Supervisors Public Hearing
on Oct. 19, 1987 at 4:00 p.m.
same place.*

*RZ 86-L-073 EGBA Limited
Partnership, application to*

rezoned approx 261.80 acres
on West side of Beulah St,
approx 700 ft south of its
intersection with Crestleigh
Way from R-1 and NR to
PDH-4 and NR for residential
and related commercial
uses and approval of the
Conceptual Development Plan
Lee Dist. Tax Map 90-4(1)) 27
(Formerly known as 90-4(1))-18
pt. of 6) and 99-2 (1)) 39A, 39B
39C, 39D.

Call Plan. Com. 703-691-2865
Bd. of Supervisors 703-691-3151
to be placed on speakers list
for hearing. For more details
call 703-691-3387. Office Comprehensive
Planning - Zoning Evaluation Div.

TELEPHONE DETAIL

MCI EXCEPT WHERE NOTED

P.

JAN

| | |
|---------------|-------|
| 11 O'CONNELL | .14 |
| 11 SHIPRO | .59 |
| 12 UDOT | 4.36 |
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| 12 GOODWIN | 1.17 |
| 13 UDOT | .28 |
| 13 GOODWIN | .14 |
| 13 WHITE | 3.79 |
| 22 HALLY | .88 |
| 22 HALLY | 1.17 |
| 24 HALLY | 2.80 |
| 28 QUATEX | .25 |
| <hr/> | |
| # | 17.92 |

FEB

| | |
|---------------|------------|
| 16 NADER | .14 |
| 25 HIGHAM | 7.20 |
| 13 UDOT | 3.15 BELL |
| 13 FAIRFAXDOT | 12.22 BELL |
| 13 GOODWIN | 4.12 BELL |
| 13 LYNCH | 10.33 BELL |
| 28 O'CONNELL | .28 |
| <hr/> | |
| | 37.44 |

MARCH

| | |
|-----------------|-----------|
| 5 LYNCH | .14 |
| 6 TIERNEY | 3.65 |
| 7 LYNCH | .54 |
| 7 WHITE | 3.77 |
| 7 NADER | 13.47 |
| 8 NADER | .81 |
| 8 TIERNEY | .29 |
| 10 O'CONNELL | .54 |
| 14 O'CONNELL | .71 |
| 15 O'CONNELL | 1.08 |
| 15 WHITE | .27 |
| 18 COMMISSIONER | 3.77 |
| 25 HIGHAM | .27 |
| 26 HIGHAM | 4.45 |
| 7 PRICHARD | 5.47 BELL |
| 8 TIERNEY | 3.60 BELL |
| 17 WHITE | 4.12 BELL |
| 29 LYNCH | 4.39 BELL |
| <hr/> | |
| | 51.34 |

APRIL

| | |
|-----------------|-------|
| 7 LAWRENCE | 3.85 |
| 14 PRICHARD | 9.52 |
| 15 PRICHARD | 10.60 |
| 3 O'CONNELL | 1.62 |
| 7 ALEXANDER | .14 |
| 7 SHIPRO | .27 |
| 7 ALEXANDER | .54 |
| 7 ALEXANDER | 1.89 |
| 7 SHIPRO | 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 TRISKO | 1.94 |
| 22 BOAYMENS | 1.13 |
| 19 WHITE | .84 |
| 19 MWB+B | 1.08 |
| 27 425-7610 | 1.67 |
| <hr/> | |
| | 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 BELL |
| <hr/> | | 14.17 |

JUNE

| | | |
|-------------|------|------|
| 9 LYNCH | 3.23 | |
| 17 LYNCH | .27 | |
| 26 698-7788 | .53 | |
| 27 698-7788 | .14 | |
| <hr/> | | 4.17 |

JULY

| | | |
|----------|-----|-----|
| 19 MWB+B | .81 | |
| <hr/> | | .81 |

NOTE: PAY PHONES
NOT INCLUDED HERE

TELEPHONE DETAIL

MCI EXCEPT WHERE NOTED

P.

JAN

| | |
|---------------|-------|
| 11 O'CONNELL | .14 |
| 11 SHIPRO | .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 | 3.79 |
| 22 HALLY | .88 |
| 22 HALLY | 1.17 |
| 24 HALLY | 2.80 |
| 28 QUATEX | .25 |
| <hr/> | |
| # | 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 |
| <hr/> | |
| | 37.44 |

MARCH

| | |
|-----------------|-------|
| 5 LYNCH | .14 |
| 6 TIERNEY | 3.65 |
| 7 LYNCH | .54 |
| 7 WHITE | 3.77 |
| 7 NADER | 13.47 |
| 8 NADER | .81 |
| 8 TIERNEY | .29 |
| 10 O'CONNELL | .54 |
| 14 O'CONNELL | .71 |
| 15 O'CONNELL | 1.08 |
| 15 WHITE | .27 |
| 18 COMMISSIONER | 3.77 |
| 25 HIGHAM | .27 |
| 26 HIGHAM | 4.45 |
| 7 PRICHARD | 5.47 |
| 8 TIERNEY | 3.60 |
| 17 WHITE | 4.12 |
| 29 LYNCH | 4.39 |
| <hr/> | |
| | 51.34 |

APRIL

| | |
|-----------------|-------|
| 7 LAWRENCE | 3.85 |
| 14 PRICHARD | 9.52 |
| 15 PRICHARD | 10.60 |
| 3 O'CONNELL | 1.62 |
| 7 ALEXANDER | .14 |
| 7 SHIPRO | .27 |
| 7 ALEXANDER | .54 |
| 7 ALEXANDER | 1.89 |
| 7 SHIPRO | 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 BOAYMENS | 1.13 |
| 19 WHITE | .84 |
| 19 MWB+B | 1.08 |
| 27 425-7610 | 1.67 |
| <hr/> | |
| | 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 |
| <hr/> | |
| | 14.17 |

JUNE

| | |
|-------------|------|
| 9 LYNCH | 3.23 |
| 17 LYNCH | .27 |
| 26 698-7788 | .53 |
| 27 698-7788 | .14 |
| <hr/> | |
| | 4.17 |

JULY

| | |
|----------|-----|
| 19 MWB+B | .81 |
| <hr/> | |
| | .81 |

NOTE: PAY PHONES
NOT INCLUDED HERE

TELEPHONE DETAIL

MCI EXCEPT WHERE NOTED

P.

JAN

| | |
|---------------|------|
| 11 O'CONNELL | .14 |
| 11 SHIPRO | .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 | 3.79 |
| 22 HALLY | .88 |
| 22 HALLY | 1.17 |
| 24 HALLY | 2.80 |
| 28 QUATEX | .25 |
| # 17.92 | |

| | |
|---------------|------------|
| 16 NADER | .14 |
| 25 HIGHAM | 7.20 |
| 13 UDOT | 3.15 BELL |
| 13 FAIRFAXDOT | 12.22 BELL |
| 13 GOODWIN | 4.12 BELL |
| 13 LYNCH | 10.33 BELL |
| 28 O'CONNELL | .28 |
| <u>37.44</u> | |

MARCH

| | |
|-----------------|-----------|
| 5 LYNCH | .14 |
| 6 TIERNEY | 3.65 |
| 7 LYNCH | .54 |
| 7 WHITE | 3.77 |
| 7 NADER | 13.47 |
| 8 NADER | .81 |
| 8 TIERNEY | .29 |
| 10 O'CONNELL | .54 |
| 14 O'CONNELL | .71 |
| 15 O'CONNELL | 1.08 |
| 15 WHITE | .27 |
| 18 COMMISSIONER | 3.77 |
| 25 HIGHAM | .27 |
| 26 HIGHAM | 4.45 |
| 7 PRICHARD | 5.47 BELL |
| 8 TIERNEY | 3.60 BELL |
| 17 WHITE | 4.12 BELL |
| 29 LYNCH | 4.39 BELL |
| <u>51.34</u> | |

APRIL

| | |
|-----------------|-------|
| 7 LAWRENCE | 3.85 |
| 14 PRICHARD | 9.52 |
| 15 PRICHARD | 10.60 |
| 3 O'CONNELL | 1.62 |
| 7 ALEXANDER | .14 |
| 7 SHIPRO | .27 |
| 7 ALEXANDER | .54 |
| 7 ALEXANDER | 1.89 |
| 7 SHIPRO | 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 BOAYMENS | 1.13 |
| 19 WHITE | .84 |
| 19 MWB+B | 1.08 |
| 27 425-7610 | 1.67 |
| <u>77.95</u> | |

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 BELL |
| <u>14.17</u> | |

JUNE

| | |
|-------------|------|
| 9 LYNCH | 3.23 |
| 17 LYNCH | .27 |
| 26 698-7788 | .53 |
| 27 698-7788 | .14 |
| <u>4.17</u> | |

JULY

| | |
|------------|-----|
| 19 MWB+B | .81 |
| <u>.81</u> | |

NOTE: PAY PHONES
NOT INCLUDED HERE

TELEPHONE DETAIL

MAY EXCEPT WHERE NOTED

P.

JAN

| | |
|---------------|------|
| 11 O'CONNELL | .14 |
| 11 SHIPRO | .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 | 3.79 |
| 22 HALLY | .88 |
| 22 HALLY | 1.17 |
| 24 HALLY | 2.80 |
| 28 QUATEX | .25 |
| # 17.92 | |

| | |
|---------------|------------|
| 16 NADER | .14 |
| 25 HIGHAM | 7.20 |
| 13 UDOT | 3.15 BELL |
| 13 FAIRFAXDOT | 12.22 BELL |
| 13 GOODWIN | 4.12 BELL |
| 13 LYNCH | 10.33 BELL |
| 28 O'CONNELL | .28 |
| <u>37.44</u> | |

MARCH

| | |
|-----------------|-----------|
| 5 LYNCH | .14 |
| 6 TIERNEY | 3.65 |
| 7 LYNCH | .54 |
| 7 WHITE | 3.77 |
| 7 NADER | 13.47 |
| 8 NADER | .81 |
| 8 TIERNEY | .29 |
| 10 O'CONNELL | .54 |
| 14 O'CONNELL | .71 |
| 15 O'CONNELL | 1.08 |
| 15 WHITE | .27 |
| 18 COMMISSIONER | 3.77 |
| 25 HIGHAM | .27 |
| 26 HIGHAM | 4.45 |
| 7 PRICHARD | 5.47 BELL |
| 8 TIERNEY | 3.60 BELL |
| 17 WHITE | 4.12 BELL |
| 29 LYNCH | 4.39 BELL |
| <u>51.34</u> | |

APRIL

| | |
|-----------------|-------|
| 7 LAWRENCE | 3.85 |
| 14 PRICHARD | 9.52 |
| 15 PRICHARD | 10.60 |
| 3 O'CONNELL | 1.62 |
| 7 ALEXANDER | .14 |
| 7 SHIPRO | .27 |
| 7 ALEXANDER | .54 |
| 7 ALEXANDER | 1.89 |
| 7 SHIPRO | 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 |

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|--------------|------|
| 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 BOAYMENS | 1.13 |
| 19 WHITE | .84 |
| 19 MWB+B | 1.08 |
| 27 425-7610 | 1.67 |
| <u>77.95</u> | |

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 BELL |
| <u>14.17</u> | |

JUNE

| | |
|-------------|------|
| 9 LYNCH | 3.23 |
| 17 LYNCH | .27 |
| 26 698-7788 | .53 |
| 27 698-7788 | .14 |
| <u>4.17</u> | |

JULY

| | |
|------------|-----|
| 19 MWB+B | .81 |
| <u>.81</u> | |

NOTE: PAY PHONES
NOT INCLUDED HERE

TELEPHONE DETAIL

MCI EXCEPT WHERE NOTED

P.

JAN

| | |
|---------------|-------|
| 11 O'CONNELL | .14 |
| 11 SHIPRO | .59 |
| 12 VDOT | 4.36 |
| 12 VDOT | 1.17 |
| 12 OFF. TRANS | .59 |
| 12 GOODWIN | 1.17 |
| 13 VDOT | .28 |
| 13 GOODWIN | .14 |
| 13 WHITE | 3.79 |
| 22 HALLY | .88 |
| 22 HALLY | 1.17 |
| 24 HALLY | 2.80 |
| 28 QUATEX | .25 |
| <hr/> | |
| # | 17.92 |

FEB

| | |
|---------------|------------|
| 16 NADER | .14 |
| 25 HIGHAM | 7.20 |
| 13 VDOT | 3.15 BELL |
| 13 FAIRFAXDOT | 12.22 BELL |
| 13 GOODWIN | 4.12 BELL |
| 13 LYNCH | 10.33 BELL |
| 28 O'CONNELL | .28 |
| <hr/> | |
| | 37.44 |

MARCH

| | |
|-----------------|-----------|
| 5 LYNCH | .14 |
| 6 TIERNEY | 3.65 |
| 7 LYNCH | .54 |
| 7 WHITE | 3.77 |
| 7 NADER | 13.47 |
| 8 NADER | .81 |
| 8 TIERNEY | .29 |
| 10 O'CONNELL | .54 |
| 14 O'CONNELL | .71 |
| 15 O'CONNELL | 1.08 |
| 15 WHITE | .27 |
| 18 COMMISSIONER | 3.77 |
| 25 HIGHAM | .27 |
| 26 HIGHAM | 4.45 |
| 7 PRICHARD | 5.47 BELL |
| 8 TIERNEY | 3.60 BELL |
| 17 WHITE | 4.12 BELL |
| 29 LYNCH | 4.39 BELL |
| <hr/> | |
| | 51.34 |

APRIL

| | |
|-----------------|-------|
| 7 LAWRENCE | 3.85 |
| 14 PRICHARD | 9.52 |
| 15 PRICHARD | 10.60 |
| 3 O'CONNELL | 1.62 |
| 7 ALEXANDER | .14 |
| 7 SHIPRO | .27 |
| 7 ALEXANDER | .54 |
| 7 ALEXANDER | 1.89 |
| 7 SHIPRO | 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 BOAYMENS | 1.13 |
| 19 WHITE | .84 |
| 19 MWB+B | 1.08 |
| 27 425-7610 | 1.67 |
| <hr/> | |
| | 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 BELL |
| <hr/> | | 14.17 |

JUNE

| | | |
|-------------|------|------|
| 9 LYNCH | 3.23 | |
| 17 LYNCH | .27 | |
| 26 698-7788 | .53 | |
| 27 698-7788 | .14 | |
| <hr/> | | 4.17 |

JULY

| | | |
|----------|-----|-----|
| 19 MWB+B | .81 | |
| <hr/> | | .81 |

NOTE: PAY PHONES
NOT INCLUDED HERE

TELEPHONE DETAIL MAY EXCEPT WHERE NOTED

P.

JAN

| | |
|---------------|--------------|
| 11 O'CONNELL | .14 |
| 11 SHIPRO | .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 | 3.79 |
| 22 HALLY | .88 |
| 22 HALLY | 1.17 |
| 24 HALLY | 2.80 |
| 28 QUATEX | .25 |
| # | <u>17.92</u> |

FEB

| | |
|---------------|--------------|
| 16 NADER | .14 |
| 25 HIGHAM | 7.20 |
| 13 UDOT | 3.15 BELL |
| 13 FAIRFAXDOT | 12.22 BELL |
| 13 GOODWIN | 4.12 BELL |
| 13 LYNCH | 10.33 BELL |
| 28 O'CONNELL | .28 |
| | <u>37.44</u> |

MARCH

| | |
|-----------------|--------------|
| 5 LYNCH | .14 |
| 6 TIERNEY | 3.65 |
| 7 LYNCH | .54 |
| 7 WHITE | 3.77 |
| 7 NADER | 13.47 |
| 8 NADER | .81 |
| 8 TIERNEY | .29 |
| 10 O'CONNELL | .54 |
| 14 O'CONNELL | .71 |
| 15 O'CONNELL | 1.08 |
| 15 WHITE | .27 |
| 18 COMMISSIONER | 3.77 |
| 25 HIGHAM | .27 |
| 26 HIGHAM | 4.45 |
| 7 PRICHARD | 5.47 BELL |
| 8 TIERNEY | 3.60 BELL |
| 17 WHITE | 4.12 BELL |
| 29 LYNCH | 4.39 BELL |
| | <u>51.34</u> |

APRIL

| | |
|-----------------|-------|
| 7 LAWRENCE | 3.85 |
| 14 PRICHARD | 9.52 |
| 15 PRICHARD | 10.60 |
| 3 O'CONNELL | 1.62 |
| 7 ALEXANDER | .14 |
| 7 SHIPRO | .27 |
| 7 ALEXANDER | .54 |
| 7 ALEXANDER | 1.89 |
| 7 SHIPRO | 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 |

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|--------------|--------------|
| 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 TRISKO | 1.94 |
| 22 BOYMENS | 1.13 |
| 19 WHITE | .84 |
| 19 MWB+B | 1.08 |
| 27 425-7610 | 1.67 |
| | <u>77.95</u> |

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 BELL |
| | | <u>14.17</u> |

JUNE

| | |
|-------------|-------------|
| 9 LYNCH | 3.23 |
| 17 LYNCH | .27 |
| 26 698-7788 | .53 |
| 27 698-7788 | .14 |
| | <u>4.17</u> |

JULY

| | |
|----------|------------|
| 19 MWB+B | .81 |
| | <u>.81</u> |

NOTE: PAY PHONES
NOT INCLUDED HERE

TELEPHONE DETAIL

MCI EXCEPT WHERE NOTED

P.

JAN

| | |
|---------------|-------|
| 11 O'CONNELL | .14 |
| 11 SHIPRO | .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 | 3.79 |
| 22 HALLY | .88 |
| 22 HALLY | 1.17 |
| 24 HALLY | 2.80 |
| 28 QUATEX | .25 |
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| # | 17.92 |

| | |
|---------------|------------|
| FEB | |
| 16 NADER | .14 |
| 25 HIGHAM | 7.20 |
| 13 UDOT | 3.15 BELL |
| 13 FAIRFAXDOT | 12.22 BELL |
| 13 GOODWIN | 4.12 BELL |
| 13 LYNCH | 10.33 BELL |
| 28 O'CONNELL | .28 |
| <hr/> | |
| | 37.44 |

MARCH

| | |
|-----------------|-----------|
| 5 LYNCH | .14 |
| 6 TIERNEY | 3.65 |
| 7 LYNCH | .54 |
| 7 WHITE | 3.77 |
| 7 NADER | 13.47 |
| 8 NADER | .81 |
| 8 TIERNEY | .29 |
| 10 O'CONNELL | .54 |
| 14 O'CONNELL | .71 |
| 15 O'CONNELL | 1.08 |
| 15 WHITE | .27 |
| 18 COMMISSIONER | 3.77 |
| 25 HIGHAM | .27 |
| 26 HIGHAM | 4.45 |
| 7 PRICHARD | 5.47 BELL |
| 8 TIERNEY | 3.60 BELL |
| 17 WHITE | 4.12 BELL |
| 29 LYNCH | 4.39 BELL |
| <hr/> | |
| | 51.34 |

APRIL

| | |
|-----------------|-------|
| 7 LAWRENCE | 3.85 |
| 14 PRICHARD | 9.52 |
| 15 PRICHARD | 10.60 |
| 3 O'CONNELL | 1.62 |
| 7 ALEXANDER | .14 |
| 7 SHIPRO | .27 |
| 7 ALEXANDER | .54 |
| 7 ALEXANDER | 1.89 |
| 7 SHIPRO | 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 |

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|--------------|-------|
| 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 |
| <hr/> | |
| | 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 BELL |
| <hr/> | | 14.17 |

JUNE

| | |
|-------------|------|
| 9 LYNCH | 3.23 |
| 17 LYNCH | .27 |
| 26 698-7788 | .53 |
| 27 698-7788 | .14 |
| <hr/> | |
| | 4.17 |

JULY

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|----------|-----|
| 19 MWB+B | .81 |
| <hr/> | |
| | .81 |

NOTE: PAY PHONES
NOT INCLUDED HERE

TELEPHONE DETAIL

MCI EXCEPT WHERE NOTED

P.

JAN

| | |
|---------------|-------|
| 11 O'CONNELL | .14 |
| 11 SHIPRO | .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 | 3.79 |
| 22 HALLY | .88 |
| 22 HALLY | 1.17 |
| 24 HALLY | 2.80 |
| 28 QUATEX | .25 |
| <hr/> | |
| # | 17.92 |

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

MARCH

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|-----------------|-----------|
| 5 LYNCH | .14 |
| 6 TIERNEY | 3.65 |
| 7 LYNCH | .54 |
| 7 WHITE | 3.77 |
| 7 NADER | 13.47 |
| 8 NADER | .81 |
| 8 TIERNEY | .29 |
| 10 O'CONNELL | .54 |
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| 15 O'CONNELL | 1.08 |
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| 18 COMMISSIONER | 3.77 |
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| 17 WHITE | 4.12 BELL |
| 29 LYNCH | 4.39 BELL |
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| | 51.34 |

APRIL

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|-----------------|-------|
| 7 LAWRENCE | 3.85 |
| 14 PRICHARD | 9.52 |
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| 7 PLANNING OFF. | .27 |
| 7 PLANNING OFF. | 1.89 |
| 7 O'CONNELL | 1.35 |
| 11 O'CONNELL | 5.12 |
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| 13 COMMISSIONER | .54 |
| 13 ALEXANDER | .27 |
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| 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 TRISKO | 1.94 |
| 22 BOAYMENS | 1.13 |
| 19 WHITE | .84 |
| 19 MWB+B | 1.08 |
| 27 425-7610 | 1.67 |
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| | 77.95 |

MAY

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|-------|----------------|-----------|
| BELL | 4 NADER | .81 |
| BELL | 8 GOODWIN | 2.97 |
| BELL | 10 GOODWIN | 2.69 |
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| | 17 A.O'CONNELL | 1.92 BELL |
| <hr/> | | 14.17 |

JUNE

| | |
|-------------|------|
| 9 LYNCH | 3.23 |
| 17 LYNCH | .27 |
| 26 698-7788 | .53 |
| 27 698-7788 | .14 |
| <hr/> | |
| | 4.17 |

JULY

| | |
|----------|-----|
| 19 MWB+B | .81 |
| <hr/> | |
| | .81 |

NOTE: PAY PHONES
NOT INCLUDED HERE

TELEPHONE DETAIL

MCI EXCEPT WHERE NOTED

P.

JAN

| | |
|---------------|--------------|
| 11 O'CONNELL | .14 |
| 11 SHIPRO | .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 | 3.79 |
| 22 HALLY | .88 |
| 22 HALLY | 1.17 |
| 24 HALLY | 2.80 |
| 28 QUATEX | .25 |
| # | <u>17.92</u> |

FEB

| | |
|---------------|--------------|
| 16 NADER | .14 |
| 25 HIGHAM | 7.20 |
| 13 UDOT | 3.15 BELL |
| 13 FAIRFAXDOT | 12.22 BELL |
| 13 GOODWIN | 4.12 BELL |
| 13 LYNCH | 10.33 BELL |
| 28 O'CONNELL | .28 |
| | <u>37.44</u> |

MARCH

| | |
|-----------------|--------------|
| 5 LYNCH | .14 |
| 6 TIERNEY | 3.65 |
| 7 LYNCH | .54 |
| 7 WHITE | 3.77 |
| 7 NADER | 13.47 |
| 8 NADER | .81 |
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| 14 O'CONNELL | .71 |
| 15 O'CONNELL | 1.08 |
| 15 WHITE | .27 |
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| 17 WHITE | 4.12 BELL |
| 29 LYNCH | 4.39 BELL |
| | <u>51.34</u> |

APRIL

| | |
|-----------------|-------|
| 7 LAWRENCE | 3.85 |
| 14 PRICHARD | 9.52 |
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| 7 SHIPRO | .27 |
| 7 ALEXANDER | .54 |
| 7 ALEXANDER | 1.89 |
| 7 SHIPRO | 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 |
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| 19 HALLY | .54 |
| 20 KENEST | 5.18 |
| 20 KENEST | .86 |
| 20 DRISKO | 1.94 |
| 22 BOAYMENS | 1.13 |
| 19 WHITE | .84 |
| 19 MWB+B | 1.08 |
| 27 425-7610 | 1.67 |
| | <u>77.95</u> |

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 BELL |
| | <u>14.17</u> |

JUNE

| | |
|-------------|-------------|
| 9 LYNCH | 3.23 |
| 17 LYNCH | .27 |
| 26 698-7788 | .53 |
| 27 698-7788 | .14 |
| | <u>4.17</u> |

JULY

| | |
|----------|------------|
| 19 MWB+B | .81 |
| | <u>.81</u> |

NOTE: PAY PHONES
NOT INCLUDED HERE

Drive

I leave Saint Louis, Missouri, on April 19, 1988, and drive to Alexandria, Virginia, to visit Edward White in his office to ask him what he is doing.

Office Visit

I visit Edward White at his office

Obstacle of Silence

The invisible obstacle of silence ends

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

April 16, 1988

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

TOTAL

\$698.25

14.75

\$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 |

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

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

Arthur M. O'Connell

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

April 16, 1988

SHOVED
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


Authorized Signature

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

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

LYNCH PROPERTIES LIMITED PARTNERSHIP
P.O. Box 607
Springfield, Virginia 22150

April 21, 1988

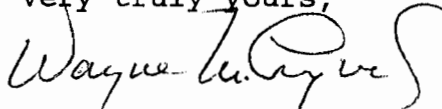
Anthony M. O'Connell, Trustee
Herbert A. Higham, Trustee

Dear Messrs. O'Connell and Higham:

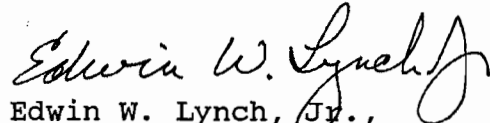
You have requested financial information about Lynch Properties Limited Partnership in order to provide further assurance of the financial stability of Lynch Properties Limited Partnership. We are providing the attached tax map showing the location of property outlined in red owned without encumbrances by Lynch Properties Limited Partnership. This property consists of 56 acres located between Springfield Mall and the proposed Springfield Metro Station. The estimated value of this property in 1988 exceeds \$9,000,000.00. If it is valued at the same per square foot price as Mrs. O'Connell's property, it would have a market value in excess of \$25,000,000.00.

We hereby certify that this information is to the best of our knowledge true and correct.

Very truly yours,



Wayne M. Lynch,
General Partner



Edwin W. Lynch, Jr.,
General Partner

Enclosure

Surprise Settlement Documents

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 BANNER SETTLEMENT & TITLE SERVICES, INC.
1251 GREENSBORO DR. SUITE 600
MCLEAN, VA 22102
\$1,411,257.37
Completed 01/11/88

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.

David 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.

David A. Overton
Notary Public

My Commission Expires: 10-15-91

RECORDED W/CERTIFICATE ANNEXED

APR 22 1988

FAIRFAX COUNTY, VA.

TESTE: [Signature]
CLERK

-3-

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. WOHLTMAN 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.

Eric 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 endorers hereof. This note shall be the joint and several obligation of all makers, sureties, guarantors and endorers 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. Overton
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-Elser
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
Anthony M. O'Connell,
Trustee

A F F I D A V I T

PURCHASER: LYNCH PROPERTIES LIMITED PARTNERSHIP, a Virginia limited partnership

SELLER: JEAN MINER O'CONNELL, ANTHONY M. O'CONNELL, TRUSTEE and HERBERT A. HIGHAM,
TRUSTEE

PROPERTY: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. To inform the transferee (buyer) that withholding of tax is not required upon my disposition of a U.S. real property interest, I, the above referenced seller of the above named property, hereby certify the following:

1. I am not a nonresident alien for purposes of U.S. income taxation;
2. My U.S. taxpayer identification number (Social Security number) is: 62-6209167; and
3. My home address is: 2337 SOUTH 13TH STREET
SPRING LOUIS, MISSOURI 63104.

I understand that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement I have made here could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete.

WITNESS my hand and seal this 21 day of April, 1988.

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

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

Anthony M. O'Connell

Subscribed and sworn to this 21st day of April, 1988.

Ma A. Overton
Notary Public

My commission expires: 10-15-91

STATE OF VIRGINIA

COUNTY OF FAIRFAX

The undersigned owners being first duly sworn on oath, deposes and says,
that they are the owners of property known as:

3.23987 acres in Fairfax County, Virginia
known as tax map #90-2-001-0085

MECHANICS LIEN That no time within 120 days of the date hereof has any work, and services, or labor been done, or any fixtures, apparatus or material been furnished in connection with, or to, the said premises, except such material, fixtures, work, apparatus, labor or services as have been fully and completely paid for; that there is no claim or indebtedness to anyone for any labor, fixtures, apparatus, material services, or work done to, upon, or in connection with, the said premises; that there is no claim or indebtedness; that there is no mechanics lien claim against said premises, whether of record or otherwise;

CONTRACTS & CONVEYANCES That no agreement or contract for conveyance, or deed, conveyance, written lease, or writing whatsoever, is in existence, adversely affecting the title to said premises; except that in connection with which this affidavit is given;

POSSESSION That there are no parties in possession of said premises other than the undersigned;

MARITAL STATUS That the undersigned Jean M. O'Connell is ~~unmarried~~ ; and that the undersigned Anthony M. O'Connell and Herbert A. Higham are acknowledging this affidavit as Trustees.

JUDGMENTS That there are no judgments affecting the premises;

TAXES & ASSESSMENTS That there are no unpaid or delinquent water or sewer service charges against said premises;

This affidavit is made to induce the Purchase of and/or a Loan secured by premises described herein and insurance of the Lien thereof.

Jean M. O'Connell
Jean M. O'Connell

Herbert A. Higham
Herbert A. Higham, Trustee

Anthony M. O'Connell
Anthony M. O'Connell, Trustee

Subscribed and sworn to before me a notary public in and for the county and state aforesaid this 21st day of April 1988.

Dora A. Querton
Notary Public

My commission expires: 10-15-91

| U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SETTLEMENT STATEMENT | | B. TYPE OF LOAN: | |
|--|--|---|--|
| Settlement agent does not assume responsibility for the correctness of information furnished by the Department of Finance and/or Assessments with respect to real estate taxes imposed on the property, nor for the supplemental assessments, and/or increases in the tax rate, nor as to municipal violations or matters of zoning, nor for utility adjustments and the correctness of information furnished as to principal, interest, insurance and escrow on trusts, nor for homeowners association assessments. | | 1. <input type="checkbox"/> FHA 3. <input type="checkbox"/> FMHA 3. <input type="checkbox"/> CONV. UNINS. 2. <input type="checkbox"/> VA 4. <input type="checkbox"/> CONV. INS. | |
| | | 6. FILE NUMBER 87006655 | |
| | | 7. LOAN NUMBER | |
| | | 8. MORTG. INS. CASE NO. | |
| NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals. | | | |
| NAME AND ADDRESS OF BORROWER | | E. NAME AND ADDRESS OF SELLER | |
| NCH PROPERTIES LIMITED PARTNERSHIP, A VIRGINIA LIMITED PARTNERSHIP | | JEAN MINER O'CONNELL ANTHONY M. O'CONNELL, TRUSTEE AND HERBERT A. HIGHAM, TRUSTEE | |
| F. NAME AND ADDRESS OF LENDER | | | |
| Seller to hold First Trust | | | |
| PROPERTY LOCATION | | H. SETTLEMENT AGENT | |
| 23987 ACRES IN IRFAX COUNTY, VIRGINIA X MAP#90-2-001-0085 | | COLDWELL BANKER SETTLEMENT 8251 GREENSBORO DR. MCLEAN, VA 22102 PLACE OF SETTLEMENT COLDWELL BANKER SETTLEMENT 8251 GREENSBORO DR. MCLEAN, VA 22102 | |
| | | I. SETTLEMENT DATE: 4-21-88 | |
| J. SUMMARY OF BORROWER'S TRANSACTION | | K. SUMMARY OF SELLER'S TRANSACTION | |
| GROSS AMOUNT DUE FROM BORROWER: | | 400. GROSS AMOUNT DUE TO SELLER: | |
| Contract sales price 1,411,287.37 | | 401. Contract sales price 1,411,287.37 | |
| Personal property 6,810.23 | | 402. Personal property 6,810.23 | |
| Settlement charges to borrow (line 1400) | | 403. | |
| | | 404. | |
| | | 405. | |
| Adjustments for items paid by seller in advance: | | Adjustments for items paid by seller in advance: | |
| City/town taxes to | | 406. City/town taxes to | |
| County taxes to | | 407. County taxes to | |
| Assessments to | | 408. Assessments to | |
| | | 409. | |
| | | 410. | |
| | | 411. | |
| | | 412. | |
| GROSS AMOUNT DUE FROM BORROWER: 1,418,097.60 | | 420. GROSS AMOUNT DUE TO SELLER: 1,411,287.37 | |
| AMOUNTS PAID BY OR IN BEHALF OF BORROWER: | | 500. REDUCTIONS IN AMOUNT DUE TO SELLER: | |
| Deposit or earnest money 100,082.94 | | 501. Excess deposit (see instructions) 100,082.94 | |
| Principal amount of new loan(s) SELLER NOTES 1,161,287.37 | | 502. Settlement charges to seller (line 1400) 1,411.50 | |
| Existing loan(s) taken subject to | | 503. Existing loan(s) taken subject to | |
| | | 504. Payoff of first mortgage loan | |
| | | 505. Payoff of second mortgage loan | |
| | | 506. | |
| | | 507. | |
| | | 508. FIRST TRUST NOTE 1,161,287.37 | |
| | | 509. | |
| Adjustments for items unpaid by seller: | | Adjustments for items unpaid by seller: | |
| City/town taxes to | | 510. City/town taxes to | |
| County taxes 1-01-88 to 4-21-88 1,221.58 | | 511. County taxes 1-01-88 to 4-21-88 1,221.58 | |
| Assessments to | | 512. Assessments to | |
| | | 513. | |
| | | 514. | |
| | | 515. | |
| | | 516. | |
| | | 517. | |
| | | 518. | |
| | | 519. | |
| TOTAL PAID BY/FOR BORROWER: 1,262,591.89 | | 520. TOTAL REDUCTION AMOUNT DUE SELLER: 1,264,003.39 | |
| CASH AT SETTLEMENT FROM/TO BORROWER: | | 600. CASH AT SETTLEMENT TO/FROM SELLER: | |
| Gross amount due from borrower (line 120) 1,418,097.60 | | 601. Gross amount due to seller (line 420) 1,411,287.37 | |
| Less amounts paid by/for borrower (line 220) 1,262,591.89 | | 602. Less total reductions in amount due seller Line 520) 1,264,003.39 | |
| CASH (<input type="checkbox"/> FROM) (<input type="checkbox"/> TO) BORROWER: 155,505.71 | | 603. CASH (<input type="checkbox"/> TO) (<input type="checkbox"/> FROM) SELLER: 147,283.98 | |

| L SETTLEMENT CHARGES | | File 87006655 | PAID FROM BORROWER'S FUNDS AT SETTLEMENT | PAID FROM SELLER'S FUNDS AT SETTLEMENT |
|--|--------------------------|----------------------------|---|---|
| REAL SALES/BROKER'S COMMISSION Based on price \$ _____ @ _____ % | | | | |
| Commission of commission (line 700) as follows: | | | | |
| to _____ | | | | |
| to _____ | | | | |
| Commission paid at settlement _____ | | | | |
| FEES PAYABLE IN CONNECTION WITH LOAN. | | | | |
| Origination fee | % | | | |
| Discount | % | | | |
| Appraisal fee | to | | | |
| Inspection report | to | | | |
| Seller's inspection fee | | | | |
| Package insurance application fee | to | | | |
| Assumption Fee | | | | |
| FEES REQUIRED BY LENDER TO BE PAID IN ADVANCE. | | | | |
| Interest from _____ to _____ | @ \$ _____ /day | | | |
| Package insurance premium for _____ mo. to _____ | | | | |
| Land insurance premium for _____ yrs. to _____ | | | | |
| RESERVES DEPOSITED WITH LENDER. | | | | |
| Hazard Insurance | mo. @ \$ _____ | per mo. | | |
| Mortgage Insurance | mo. @ \$ _____ | per mo. | | |
| County property taxes | mo. @ \$ _____ | per mo. | | |
| County property taxes | mo. @ \$ _____ | per mo. | | |
| Municipal assessments (Maint.) | mo. @ \$ _____ | per mo. | | |
| | mo. @ \$ _____ | per mo. | | |
| | mo. @ \$ _____ | per mo. | | |
| | mo. @ \$ _____ | per mo. | | |
| TITLE CHARGES: | | | | |
| Settlement or closing fee | to | COLDWELL BANKER SETTLEMENT | 450.00 | |
| Abstract or title search | to | | | |
| Title examination | to | COLDWELL BANKER SETTLEMENT | 50.00 | |
| Title insurance binder | to | | | |
| Document preparation | to | | | |
| Notary fees | to | | | |
| Attorney's fees to _____ | to | | | |
| (Includes above items No.: | | | | |
| Title insurance | to | COLDWELL BANKER SETTLEMENT | 1,129.03 | |
| (Includes above items No.: | | | | |
| Lender's coverage | \$ _____ | | | |
| Other's coverage | \$ 1,129.03 SPECIAL RATE | | | |
| GOVERNMENT RECORDING AND TRANSFER CHARGES. | | | | |
| Recording fees: Deed \$ 11.00 | Mortgage \$ 25.00 | Releases \$ 36.00 | | |
| County/county tax/ stamps: Deed \$ 705.65 | Mortgage \$ 80.65 | | 1,286.30 | |
| State tax/ stamps: Deed \$ % 2116 | Mortgage \$ % 1741 | | 3,858.90 | |
| to CLERK OF THE COURT | | | | 1,411.50 |
| ADDITIONAL SETTLEMENT CHARGES. | | | | |
| Survey | to | | | |
| Post inspection | to | | | |
| TOTAL SETTLEMENT CHARGES (entered on lines 103, Section J and 502, Section K) | | | | |
| | | | 6,810.23 | 1,411.50 |

CERTIFICATION

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

LYNCH PROPERTIES LIMITED PARTNERSHIP,
a Virginia limited partnership

By: Wayne L. Taylor, Jr., Gen. Partner
Borrowers

Jean M. O'Connell
Jean M. O'Connell

Anthony M. O'Connell
Anthony M. O'Connell, Trustee

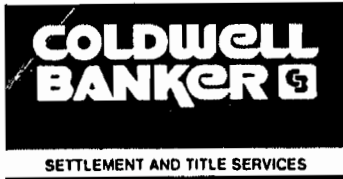
Sellers: Herbert A. Higham, Trustee

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent

Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see, Title 18, U.S. Code, Section 1001 and Section 1010.



8251 Greensboro Drive
McLean, Virginia 22102
(703) 883-0660

NANCY D. WHITE
President

TO: Coldwell Banker Settlement and Title Services

RE: 3.23987 Acres in Fairfax County, Virginia
Known as tax map # 90-2-001-0085

We hereby authorize and direct Coldwell Banker Settlement and Title Services to disburse the total proceeds from the sale of the above referenced property in the following manner:

ONE ~~CHECK~~ ^{wire transfer} IN THE AMOUNT OF ~~145,249.50~~ ^{\$114,034.67} MADE PAYABLE TO
the account of "Trust under will of H.A. O'Connell" at ~~Boatmen's~~ ^{Boatmen's} National Bank

ONE CHECK IN THE AMOUNT OF ~~34,866.56~~ ^{\$33,249.31} MADE PAYABLE TO
Jean M. O'Connell

ONE CHECK IN THE AMOUNT OF N/A MADE PAYABLE TO

THIS AUTHORIZATION IS IRREVOCABLE.

Jean M. O'Connell

H.A. High

Anthony M. O'Connell



COLDWELL BANKER
SETTLEMENT AND TITLE SERVICES
COMMERCIAL CLOSING DIVISION
8251 GREENSBORO DRIVE, SUITE 650
McLEAN, VA 22102

April 22, 1988

Jean Miner O'Connell
Goodwin House West
3440 South Jefferson Street
Falls Church, Virginia 22041

Re: Sale of O'Connell Property to Lynch Properties
Limited Partnership; 3.23987 acres in Fairfax
County, Virginia; Our case No. 87006655

Dear Ms. O'Connell:

Pursuant to our conversation of yesterday, enclosed please find our
check in the sum of \$33,249.31, which represents proceeds of the above
referenced sale.

Please call me should you have any questions, or if I may be of further
assistance at this time.

Sincerely,

A handwritten signature in cursive script that reads "Lisa Overton".

Lisa Overton,
Vice President
Commercial Closings

LAO:hgt
Enclosure

☐ CORRECTED (if checked)

Form 1099-S

| | | | |
|--|--|---|--|
| FILER'S name, street address, city, state, and ZIP code COLDWELL BANKER SETTLEMENT & TITLE 1953 GALLOWES ROAD, SUITE 650 VIENNA, VA 22180-0000 | | OMB No. 1545-0997 1988 Statement for Recipients of Proceeds From Real Estate Transactions | |
| 1 Date of closing 04/21/88 | 2 Gross proceeds \$ 760,595.54 | Copy B For Transferor This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. | |
| 3 Address or legal description 6541 FRANCONIA RD 6541 Franconia Rd Springfield, Va. 22150 | | | |
| 4 Check here if the transferor received or will receive property or services as part of the consideration <input type="checkbox"/> | | | |
| FILER'S Federal identification number 54-1039645 TRANSFEROR'S identification number 62-6209167 | | | |
| ANTHONY M. O'CONNELL, TRUSTEE 2337 S. 13TH STREET ST. LOUIS, MO 63104-0000 Account number (optional) 87006655PST | | | |

☒ CORRECTED (if checked)

Form 1099-S

| | | | |
|---|--|---|--|
| FILER'S name, street address, city, state, and ZIP code COLDWELL BANKER SETTLEMENT & TITLE 1953 GALLOWES ROAD, SUITE 650 VIENNA, VA 22180-0000 TEL (703) 2/27/88 * COLDWELL BANKER WAS 883-0660 NOT WILLING TO CORRECT 1844-S | | OMB No. 1545-0997 1988 Statement for Recipients of Proceeds From Real Estate Transactions | |
| 1 Date of closing 04/21/88 | 2 Gross proceeds \$ 650,595.01 | Copy B For Transferor This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. | |
| 3 Address or legal description 6541 FRANCONIA RD (1,411,287.37) (46.0994%) = \$ 650,595.01 | | | |
| 4 Check here if the transferor received or will receive property or services as part of the consideration <input type="checkbox"/> | | | |
| FILER'S Federal identification number 54-1039645 TRANSFEROR'S identification number 62-6209167 | | | |
| ANTHONY M. O'CONNELL, TRUSTEE 2337 S. 13TH STREET ST. LOUIS, MO 63104-0000 Account number (optional) 87006655PST | | | |

☒ CORRECTED (if checked)

Form 1099-S

| | | | |
|--|--|---|--|
| FILER'S name, street address, city, state, and ZIP code COLDWELL BANKER SETTLEMENT & TITLE 1953 GALLOWES ROAD, SUITE 650 VIENNA, VA 22180-0000 | | OMB No. 1545-0997 1988 Statement for Recipients of Proceeds From Real Estate Transactions | |
| 1 Date of closing 04/21/88 | 2 Gross proceeds \$ 650,595.01 | Copy B For Transferor This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. | |
| 3 Address or legal description 6541 FRANCONIA RD 6541 FRANCONIA ROAD SPRINGFIELD, VA 22150-0000 | | | |
| 4 Check here if the transferor received or will receive property or services as part of the consideration <input type="checkbox"/> | | | |
| FILER'S Federal identification number 54-1039645 TRANSFEROR'S identification number 62-6209167 | | | |
| ANTHONY M. O'CONNELL, TRUSTEE 6541 FRANCONIA ROAD ST. LOUIS, MO 63104-0000 Account number (optional) 87006655PST | | | |

☐ CORRECTED (if checked)

Form 1099-S

| | | | | |
|---|--|--|---|---|
| FILER'S name, street address, city, state, and ZIP code COLDWELL BANKER SETTLEMENT &TITLE 1953 GALLOWES ROAD, SUITE 650 VIENNA, VA 22180-0000 | | OMB No. 1545-0997 1988 Statement for Recipients of | Copy B For Transferor This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported. | |
| 54-1039645 ▲ FILER'S Federal identification number | 230-50-6044 TRANSFEROR'S identification number ▲ | 1 Date of closing 042188 | | 2 Gross proceeds \$ 650597.83 |
| JEAN MINER O'CONNELL GOODWIN HOUSE W/3440 S. JEFFERSON FALLS CHURCH, VA 22041-0000 | | 3 Address or legal description 6541 FRANCONIA RD | | |
| Account number (optional) 87006655PST | | 4 Check here if the transferor received or will receive property or services as part of the consideration <input type="checkbox"/> | | |

End of Surprise Settlement Documents



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 of the Trust established under the will 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 16th day of May, 1988.

WARREN E. BARRY, CLERK

By Kathy J. Smith
 Deputy Clerk

Anthony O'Connell
6541 Franconia Road
Springfield, Virginia 22150
April 24, 1989

Ms. Jean O'Connell
Goodwin House West
Room 1128
3440 South Jefferson
Falls Church, Virginia 22041-3120

Dear Mother:

Enclosed is a check for \$36,040.06, the net income from the trust.
Your next check should be shortly after April 21, 1990.

Gross income as of 4/24/89

| | | |
|---------|---------------------------------------|-------------|
| 1/4/89 | Interest on checking account | \$ 9.39 |
| 2/1/89 | " " | 15.84 |
| 3/1/89 | " " | 30.68 |
| 3/15/89 | " " | 16.02 |
| 3/15/89 | Interest on \$50,000.00 Treasury Bill | 1,008.50 |
| 4/5/89 | Interest on checking account | 172.12 |
| 4/28/89 | Interest payment on Note from Lynch | 48,181.18 |
| | Total | \$49,433.73 |

Expenses against income as of 4/24/89

| | | |
|---------|---|-------------|
| 1/1/89 | Carry over net loss income from Fourth Account | \$ 6,593.75 |
| 1/5/89 | Check printing charge, D.F. | 10.44 |
| 1/19/89 | Wire transfer fee, D.F. | 8.00 |
| 2/2/89 | Rental of Surveyors transit to mark boundaries of Accotink property for potential buyers (\$3 of total bill of \$63.72 was due to err on trustee's part, ie, bounced check) | 60.72 |
| 2/27/89 | Trustee fee from income 7/22/88-12/31/88 \$ 1,696.31 x 5% = \$84.82 | 84.82 |
| 3/6/89 | Ed. Prichard, atty, rewrite Accotink Contract | 365.50 |
| 3/9/89 | Reimburse Jean O'Connell for real estate taxes for the period 6/20/86 to 12/31/88 | 1,482.20 |
| 3/14/89 | For sale ad, Accotink | 110.00 |
| 3/17/89 | Consultation with Ms JoAnne Barnes, CPA | 110.00 |
| 4/3/89 | Safe deposit box, annual rental fee | 27.00 |

| | | |
|---------|--|-------------|
| 4/7/89 | For sale ad for Accotink | \$ 110.00 |
| 4/8/89 | Filing fee, fourth Account | 30.00 |
| 4/18/89 | Consultation with Ken Saunders, zoning attorney | 187.50 |
| 4/24/89 | Trustee fee on gross income for period 1/1/89-4/24/89, \$ 49,433.73 x 5%= | 2,471.69 |
| 4/24/89 | Reimburse trustee for out of pocket expenses against income for the period 7/22/88- 12/31/88 | 489.50 |
| | Total | \$12,141.12 |

| | |
|---------------------|------------------------------|
| \$ 49,433.73 | Gross income |
| - 12,141.12 | Less expenses against income |
| <u>\$ 36,040.06</u> | |

Love,

Tony
Anthony O'Connell, trustee

Enclosure:

Payment schedule of Note with Lynch properties

Copies to:

Ms. Jean Nader, secondary beneficiary
 Ms. Sheila Tierney/Shedvenell, secondary beneficiary
 Ms. JoAnne Barnes, CPA for Jean O'Connell
 Mr. Ed White, Power of Attorney for Jean O'Connell

Lynch Properties Limited Partnership O'Connell Trusts Payment Schedule

| | | |
|-------------|----------|------|
| Prepared by | Initials | Date |
| Approved by | | |

| | 1 | 2 | 3 | 4 | 5 |
|---------|--|-----------------------|--|-----------------------|-----------|
| | Trust # 1 Principal (625,440.86) | Trust # 1 Interest | Trust # 2 Principal (535,346.51) | Trust # 2 Interest | Total |
| 4/21/89 | — | 5633467 | — | 4818118 | 10451585 |
| 4/21/90 | — | 5653467 | — | 4818118 | 10451585 |
| 4/21/91 | 12518817 | 5633467 | 10706930 | 4818118 | 33677332 |
| 4/21/92 | 12518817 | 4506774 | 10706930 | 3854494 | 31587015 |
| 4/21/93 | 12518817 | 3380080 | 10706930 | 2890871 | 29496698 |
| 4/21/94 | 12518817 | 2253387 | 10706930 | 1927247 | 27406381 |
| 4/21/95 | 12518818 | 1126693 | 10706931 | 963623 | 25316065 |
| | 62544086 | 28167335 | 53534651 | 24090589 | 168326661 |

The amounts in columns 1 & 2 go directly to Jean O'Connell. The amounts in column 3 go to the trust and remain in the trust unless Jean O'Connell needs it in accordance with the will. The amounts in column 4 go to the trust where expenses against income are deducted and the balance, or net income, is sent to Jean O'Connell.

TRUST U/W HAROLD A. O'CONNELL
ANTHONY M. O'CONNELL, TRUSTEE

125

4/24 89

4-3/810

PAY TO THE
ORDER OF

Ms. Jean O'Connell

Thirty six thousand and forty dollars and 06/100
\$ 36,040.06



THE BOATMEN'S
NATIONAL BANK
OF ST. LOUIS
ST. LOUIS, MISSOURI

MEMO

Annual net income
from trust

Anthony M. O'Connell

⑆08⑆000032⑆ 0⑆190⑆507597⑆ 0⑆25

LYNCH PROPERTIES LIMITED PARTNERSHIP

4600E PINECREST OFFICE PARK DRIVE

ALEXANDRIA, VIRGINIA 22312

(703) 642-2935

April 24, 1990

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Trust U/W Harold A. O'Connell
Mr. Anthony M. O'Connell, Trustee
6541 Franconia Road
Springfield, Virginia 22150

Dear Tony:

The interest on your note was due April 21, 1990. We left messages on your telephone answering machine on Thursday, April 19, and Friday, April 20, 1990. Your last instructions were to wire the funds to Boatmen's National Bank in St. Louis, Missouri. We wanted to be sure this account was still open. Not hearing from you, we called the bank today and were advised that the account is no longer open.

Since we have had no instructions from you, enclosed is a check for \$48,181.18, covering the interest now due.

Sincerely,

LYNCH PROPERTIES LIMITED PARTNERSHIP


Wayne M. Lynch

Enclosure

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.

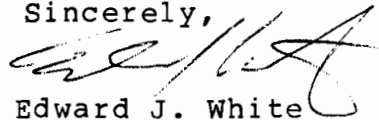
In regard to your inquiry as to why, in 1988, there came a time when I refused to deal with you on the sale, as I said, I recalled that a conceivably adverse relationship had developed between you and your mother concerning the sale. I call your attention to the sixth paragraph in your letter to her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



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.

Not Reported

\$125,188

April 21, 1991

The April 21, 1991, payment of \$125,188 from the Lynch note to Jean O'Connell was not reported to the IRS. In my May 29, 1992, letter to Edward White I said it was taxable and should be reported, and he reported it on an amended return. Can we expose the accounting trail for the April 21, 1991, payment of \$125,188?

Jean M. O'Connell, 79, prominent gardner

Jean M. O'Connell, 79, of Falls Church, died of a heart attack Sept. 15 at Alexandria Hospital.

Born in Grand Junction, Colo., to James and Olga Miner, Mrs. O'Connell attended Cornell University.

She moved to Northern Virginia nearly 50 years ago, living in Oak Grove, a pre-Civil War home in Springfield. In 1988, she moved to Falls Church.

Mrs. O'Connell was a member of the Council of Accredited Flower Show Judges, and was a master judge with the council. She was also a member of the Landscape Design Critics Council, the Daughters of the American Revolution and the Museum of Women in the Arts.

She was a charter member of the Springfield Acres Garden Club; and, as a volunteer, helped design gardens for churches, schools, hospitals, and median strips throughout Northern Virginia.

Her husband, Harold A. O'Connell, died in 1975.

Survivors include a son, Anthony M. O'Connell of Springfield; two daughters, Sheila O'Connell of Portland, Maine, and Jean Nader of New Kensington, Pa.; eight grandchildren and a great-grandchild.

Friends may call from 2 to 4 p.m. and 7 to 9 p.m. tomorrow at De-maine Funeral Home, at Backlick and Edsall roads in Springfield, where funeral services will be at 10 a.m. Thursday.

LYNCH PROPERTIES LIMITED PARTNERSHIP

4600E PINECREST OFFICE PARK DRIVE

ALEXANDRIA, VIRGINIA 22312

(703) 642-2935

March 11, 1992

Mr. Anthony O'Connell
6549 Franconia Road
Springfield, Virginia 22150

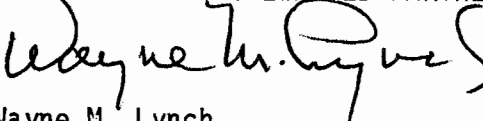
Dear Tony:

This letter will serve as notice that Lynch Properties Limited Partnership plans to pay the balance of your note April 21, 1992. \$428,277.21, and interest of \$38,544.95, total \$466,822.16.

McGuire, Woods, Battle & Boothe will be handling the payment of the note and the necessary papers to have the note released. You will be hearing from them.

Sincerely,

LYNCH PROPERTIES LIMITED PARTNERSHIP


Wayne M. Lynch

cc: E. A. Prichard
McGuire, Woods, Battle & Boothe
P. O. Box 9346
McLean, Virginia 22102

McGUIRE WOODS
BATTLE & BOOTHE

Transpotomac Plaza
P.O. Box 25047
Alexandria, VA 22313

The Blaustein Building
One North Charles Street
Baltimore, MD 21201

Court Square Building
P.O. Box 1288
Charlottesville, VA 22902

World Trade Center
P.O. Box 3767
Norfolk, VA 23514

(703) 712-5367
Direct Dial

8280 Greensboro Drive, Suite 900
Tysons Corner
P.O. Box 9346
McLean, Virginia 22102

(703) 712-5000
Fax: (703) 712-5050

One James Center
901 East Cary Street
Richmond, VA 23219

The Army and Navy Club Building
1627 Eye Street, N.W.
Washington, DC 20006

Avenue des Arts 41
1040 Brussels, Belgium

associated office:
P.O. Box 4930
Bahnhofstrasse 3
8022 Zurich, Switzerland

March 20, 1992

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

Re: Harold O'Connell Note

Enclosed herewith please find a certificate of satisfaction which has been prepared in conjunction with the release of the deed of trust securing the note payable to Anthony M. O'Connell and Herbert A. Higham, Trustees under the trust established by the Will of Harold M. O'Connell.

A copy of your letter of March 12, 1992 setting forth the amount due to pay the note in full as of April 21, 1992 has been forwarded to us by Mr. Lynch.

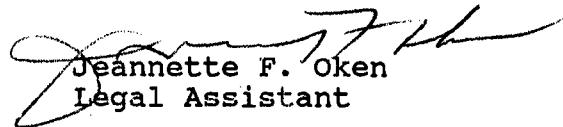
I have been told by Mr. E.A. Prichard of our office that it is his understanding that Herbert A. Higham resigned as Trustee some time ago. I will need a copy of his resignation to attached to the Certificate of Satisfaction which will be recorded to release the lien of the Deed of Trust.

Please execute the enclosed certificate of satisfaction, have your signature notarized, and return to our office along with the original note marked "Paid In Full" to be held in escrow pending receipt of the necessary funds from Mr. Wayne Lynch to pay the note in full. On April 21, 1992 the sum of \$466,822.15 will be wired into your account, the certificate of satisfaction will be recorded among the land records of Fairfax County, Virginia and the original paid note will be delivered to Mr. Lynch. We have your deposit slip which provides all of the information needed to wire the funds to your account.

March 20, 1992
Page 2

A self-addressed envelope is attached for your use in returning the executed and notarized certificate of satisfaction, the resignation of Mr. Higham, and the original paid note. Should you have any questions regarding this matter, please give me a call at 703/712-5367.

Yours very truly,


Jeannette F. Oken
Legal Assistant

JFO/fs

CERTIFICATE OF SATISFACTION (B)

PLACE OF RECORD: Office of the Clerk of Circuit Court Fairfax County, Virginia—

Date of Deed of Trust April 21, 1988

Deed Book 7005 Page 637
Note #1 625,940.86

Face Amount Secured \$ Note #2 535,346.51

Name(s) of Grantor(s) E.W. LYNCH and WAYNE M. LYNCH, TRUSTEES FOR LYNCH
PROPERTIES LIMITED PARTNERSHIP

Name(s) of Trustee(s) EDWARD J. WHITE and RICHARD G. WOHLTMAN

Brief Description of Property 3.23987 acres at intersection of Frontier Drive and
Franconia Road

Maker(s) of Note E.W. LYNCH and WAYNE M. LYNCH, TRUSTEES FOR LYNCH PROPERTIES
LIMITED PARTNERSHIP

Date of Note April 21, 1988; Face Amount of Note \$ Note #2
535,940.86
535,346.51 amt

I/We holder(s) of the above-mentioned note(s) secured by the above-mentioned Deed of Trust to be produced before the Clerk herewith, do hereby certify that the same has/have been paid in full and the lien therein created and retained is hereby released.

Given under my/our hand(s) this _____ day of _____, 19 92.
Anthony M. O'Connell, Trustee - SEE ATTACHED DOCUMENTATION -
Noteholder

ANTHONY M. O'CONNELL, Trustee under
Trust by Will of Harold M. O'Connell
COMMONWEALTH OF VIRGINIA,

Noteholder(s)
HERBERT A. HIGHAM, TRUSTEE under
Trust by Will of Harold M. O'Connell

County/City of Fairfax, to-wit:

Subscribed, sworn to and acknowledged before me by ANTHONY M. O'CONNELL, Sole
REMAINING TRUSTEE under Trust by Will of Harold M. O'Connell

this 23rd day of March 19 92.

My Commission expires 3-21-93



Notary Public

I certify that the note(s) mentioned in the foregoing certificate duly cancelled was/were produced before the Clerk.

Attest:

, D. C.

VIRGINIA:

In the Office of the Clerk of Circuit Court of _____ County

This certificate was presented, and with the Certificate annexed; admitted to record on _____

at _____ o'clock _____ M. Clerk's Fee \$ _____ has been paid.

, Clerk

Anthony O'Connell
6541 Franconia Road
Springfield, Virginia 22150
{703} 971-2855
March 30, 1992

Mr. Ed White, Attorney
118 South Royal Street
Alexandria, Virginia 22314

Reference: Estate of Jean O'Connell

Dear Mr. White:

I have a few questions I hope you would be kind enough to answer.

1. As you know, the Lynch Limited Partnership plans to pay my Mother's estate \$545,820.43 on April 21, 1992. What is your best guess as to when and in what amount(s) you will make distribution(s) to the beneficiaries?

2. The license plates on my deceased Mother's Van expire in April of 1992. Virginia DMV requires a new title with the new owners name before they will issue new plates {The plates cannot be renewed by the co-executors signing for Jean O'Connell}. The bank will give the co-executors the title if you simply pay them the interest on the loan. I understand the principal on the loan has been paid and I am guessing that the interest is something in the range of \$1200 to \$1400. Would you please pay the bank the interest so they will give you the title? What is your decision as to who gets the van and how much will it cost?

3. What is your fee for being co-executor of my mother's estate?

Yours truly,

Anthony O'Connell

Copy to:

Ms. Jean O'Connell Nader
350 Fourth Avenue
New Kensington, Pennsylvania 15068

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

April 4, 1992

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

Re: Estate of Jean M. O' Connell

Dear Mr. O'Connell,

I have received your letter of March 30, 1992.

The answers are:

Question 1. As soon as the money is received, the tax liabilities evaluated and upon consultation with the Co-Executor.

Question 2. Paid. It is not my decision as to what it will cost you, though I have been informed that you know full well.

Question 3. 2 1/2% of the receipts into the probate estate if approved by the Commissioner of Accounts.

I would call to your attention that on two separate occasions I drove to Sovran and spent a lengthy period of time on the question of the car loan. I did this in person since: I knew that you had the vehicle, that your sisters wanted you to have it, that the insurance and tags were due to expire soon and I did not want you to be inconvenienced. I could have done all of this by mail and it probably would have taken about three months, knowing the nature of the loan problem. I assumed I was doing you a favor.

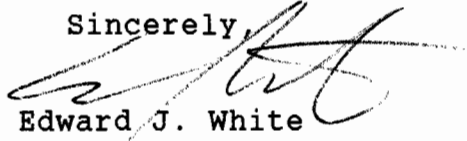
Now I receive your letter asking that I "simply pay them the interest" I paid the interest and principal in one check on March 12, received the title on March 22 and mailed it to Mrs. Nader to sign over to you on March 23. Have you any suggestions as to how it could have gone faster?

The information of the commission was given to you previously by Mrs. Nader.

I do not know what your problem is, but in the future, please address all correspondence to Mrs. Nader.

I am trying to be patient with you, but I find that this estate is time consuming enough without having to deal with letters such as the last two that I have received.

Sincerely,

A handwritten signature in dark ink, appearing to be 'EJW', written over the word 'Sincerely,'.

Edward J. White

EJW/e

Copy to: Jean M. Nader

Missing

\$545,820

April 21, 1992

The accountants do not mention the cash payment of \$545,820 to the Estate from the payoff of Lynch Note 1 on April 21, 1992, and the payment does not show in the accountings or tax returns.

When the accountants told the beneficiaries that the Lynch note would not produce any capital gain, I told them that it would and the taxes were paid. At that time I did not know that they were not reporting the \$545,820 payment. So strangely, the payment was not reported but the taxes on the payment were paid.

Can we expose the accounting trails of the \$545,820 payment?

Certified P 751 862 438
Sic Semper Tyrannis

Anthony M. O'Connell
6541 Franconia Road
Springfield, Virginia 22150
(703) 971-2855
September 20, 1993

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

Re: My Complaint of December 3, 1992,
Against Edward J. White
VSB Docket #93-042-0976

To Whom It May Concern:

My fourteen page complaint with forty-four enclosures was dismissed as having "no basis in fact" without allowing me the opportunity to respond. In defense of myself and future families of Virginia, I would like to offer one illustration why I feel this is unjust.

Concerning the \$1.41 million purchase agreement I made and later hired Mr. White to handle, your investigator was:

"firmly convinced that Mr. White took no part in that transaction other than to perhaps provide informal legal advice to your mother. Your letter of December 28, 1987 is insufficient as a matter to law to establish an attorney-client relationship unless there is some evidence that Mr. White did in fact undertake to handle the closing."

Mr. White's enclosed bills for services for this sale, with his initials, state:

| | |
|---------|-------------------------------|
| 3/18/88 | Draft note & trust |
| 4/6 | PC |
| 4/11 | PC |
| 4/14 | PC atty negotiation & redraft |
| | LDPC St. Louis |
| 4/15 | Redrafting |
| 4/16 | Redrafting, Pc, Exp mail |
| 4/18 | PC |
| 4/19 | Redrafting |
| 4/20 | OV A. O'CONNELL |
| 4/20 | PC's redrafts |
| 4/21 | Settlement |

Far more damaging to me than the usurped sale has been Mr. White's more than seven years of defamatory and divisive statements, preying on the uncertainties of my family. He continues this with letters referencing your "no basis in fact" approval.

This is very important to me. Please allow me a hearing within the safety of the system as I risk being sued if I ask for help elsewhere.

Sincerely,

A handwritten signature in cursive script, appearing to read "Anthony M. O'Connell".

Anthony M. O'Connell

Enclosures:

- (1) Mr. White's bills for services rendered for my sale
- (2) List of my unreturned telephone calls to Mr. White. I suggest that Mr. White thought I though he was representing me at closing.



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

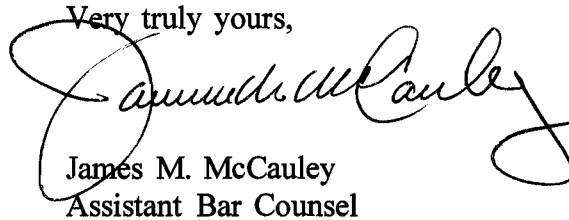
Page 2

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 cursive script, reading "James M. McCauley". The signature is written in black ink and is positioned above the printed name and title.

James M. McCauley
Assistant Bar Counsel

JMM/dls

Anthony O'Connell
6541 Franconia Road
Springfield, Virginia 22150
(703) 971-2855
November 2, 1994

Mr. Wayne Lynch
4600 Pinecrest Office Park Drive
Suite E
Alexandria, Virginia 22312

Dear Mr. Lynch:

I have a favor to ask you.

If you have any documents showing who the attorney, Mr. Ed White, told you he was representing during the settlement of Oak Grove, would you please send me a copy?

I'll try to make a very long story short is explaining why this is so important.

I hired Mr. White to handle the settlement of Oak Grove for both my mother and I. In retrospect, I believed he tried to turn it into a partition suit.

I believe Mr. White, who has been serving as co-executor with my sister, Jean, has successfully laid the ground work for turning another property into a partition suit between my sisters and I. I presently have a contract on this property, and do not want Mr. White to take control.

Because Jean does not understand what Mr. White is about, I felt the only way I could stop him was to write some authority such as the Virginia Bar. The Bar's 2/10/93 response to the Oak Grove settlement issue was:

"My investigation reveals that the Respondent did not serve as settlement attorney for this transaction. In fact, the closing was handled by Coldwell Banker, and the legal instruments for the transaction were prepared under the supervision of McGuire, Woods, Battle & Boothe. I have seen the real estate closing file which was delivered to Mr. Wright by the McGuire, Woods firm, and I am firmly convinced that Mr. White took no part in that transaction other than to perhaps provide informal legal advice to your mother. Your letter of December 28, 1987 is insufficient as a matter to law to establish an attorney-client relationship unless there is some evidence that Mr. White did in fact undertake to handle the closing....."

I responded on 9/20/93 with a copy of Mr. White's 4/16/88 bills for settlement. The Bar's 11/1/93 response was:

"As you know, the basis for my dismissal of your complaint was the absence of an attorney-client relationship between you and the Respondent.....".

"....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".

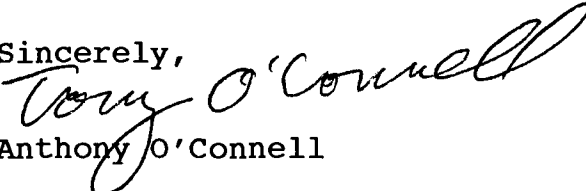
After I hired Mr. White to handle the settlement for my mother and I, I never heard from him again, nor could I get him to answer my telephone calls. I resorted to driving from Saint Louis and walking into his office the day before closing. On that day, he told me he was not representing me, and when I suggested postponing the settlement a few days (until I could figure out what was going on), he said he would force me to close the next day.

At settlement, I think two people on the buyers side said something to the effect that a real estate sale doesn't have to be adversarial. I had no idea what they were talking about. I still have absolutely no idea what Mr. White told you.

So, if you would be willing to send me a copy of any documents you might have from Mr. White telling you who he was representing, I would appreciate it.

Enclosures (7)

Sincerely,


Anthony O'Connell

P.S. Am I correct in thinking anyone negotiating the sale of property in which I own a portion in fee simple (co-trustee of 46.0994%), has to have, by definition, a fiduciary relation with me?

LYNCH PROPERTIES LIMITED PARTNERSHIP

4605-G PINECREST OFFICE PARK DRIVE

ALEXANDRIA, VIRGINIA 22312

(703) 642-2935

FAX: (703) 256-0735

November 15, 1994

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

Dear Tony:

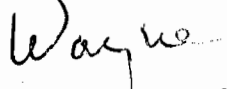
Pursuant to your November 2 letter, I reviewed our files to see if we had answers to any of your questions. Our files do not document any direct communication between Mr. White and our office before or during closing. Our only direct contact was in March 1992, with reference to paying off the note.

Closing was handled by Coldwell Banker Settlement and Title Services, and there must have been communications between the lawyers and the Title Company, but none of that appears in our files.

Sorry I can't be of more help.

Sincerely,

LYNCH PROPERTIES LIMITED PARTNERSHIP


Wayne M. Lynch

From: Anthony OConnell <aoconnell@cableone.net>
Subject: **Questions for Stewart Title**
Date: June 13, 2007 7:00:30 AM MST
To: Lisa Overton <LOVERTON@steward.com>, Steve Blizzard
<SBLIZZAR@steward.com>
 1 Attachment, 166 KB

Ms. Lisa Overton, Vice President, and Mr. Steve Blizzard, Attorney, of Stewart Title:

Would you please answer these questions?

(1) The attached copy of Ms. Overton's letter to my mother dated April 22, 1988, shows she handled the settlement for my 1988 sale. I was surprised to be told the day before settlement that I had to sign a deed that said I could not qualify as Trustee. The attached six documents show I qualified as Trustee in 1986. Where does it say in the Court records that I could not qualify as Trustee? I am concerned that something similar may happen again.

(2) Does Stewart Title find the following legal description in the real estate tax records for parcel 0904 01 0017 correct: "ACCOTINK STATION WB201 109 DB8307-1446 DB8845-1444 DB8845-1449"? Please read the documents. Please give me a yes or a no.

(3) Why does Stewart Title allow someone not from Stewart Title to respond to questions for Stewart Title?

Anthony Miner O'Connell, Trustee for parcel 0904 01 0017



[1988 sale.pdf \(166 KB\)](#)

1988 sale.pdf



COLDWELL BANKER
SETTLEMENT AND TITLE SERVICES
COMMERCIAL CLOSING DIVISION
8251 GREENSBORO DRIVE, SUITE 650
McLEAN, VA 22102

April 22, 1988

Jean Miner O'Connell
Goodwin House West
3440 South Jefferson Street
Falls Church, Virginia 22041

Re: Sale of O'Connell Property to Lynch Properties
Limited Partnership; 3.23987 acres in Fairfax
County, Virginia; Our case No. 87006655

Dear Ms. O'Connell:

Pursuant to our conversation of yesterday, enclosed please find our
check in the sum of \$33,249.31, which represents proceeds of the above
referenced sale.

Please call me should you have any questions, or if I may be of further
assistance at this time.

Sincerely,

A handwritten signature in cursive script that reads "Lisa Overton".

Lisa Overton,
Vice President
Commercial Closings

LAO:hgt
Enclosure

V I R G I N I A:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

IN RE: ESTATE OF HAROLD A. O'CONNELL

FIDUCIARY NO.21840

ORDER

This cause came on this 11th day of June, 1986 to be heard on the Petition filed by Anthony M. O'Connell and was argued by counsel. And it appearing to the Court from her signature to this Order that the life beneficiary of the Residuary Trust created by the Will of Harold A. O'Connell has joined in the prayer of the Petitioner, it is

ORDERED, that Anthony M. O'Connell and Herbert Anderson Higham be permitted to qualify as Trustees of the Residuary Trust created by the Will of Harold A. O'Connell without surety on their official bond.

Enter: June 11, 1986

(Sgd) Thomas J. Middleton, Judge

JUDGE

AGREED:

Jean M. O'Connell
Jean M. O'Connell

Edward J. White
Edward J. White, Esquire
Counsel for Jean M. O'Connell

Henry C. Mackall
Henry C. Mackall
Counsel for Anthony M. O'Connell

A COPY TESTE:
WARREN E. BARRY, CLERK

By: [Signature]
Deputy Clerk

June 20, 1986

Fiduciary 21840

RE: Estate of Harold A. O'Connell

O R D E R

I do now appoint Anthony M. O'Connell and Herbert Anderson Higham, TRUSTEES under the Last Will and Testament of HAROLD A. O'CONNELL, heretofore admitted to probate and they qualify by entering into and acknowledging a bond in the penalty of Eight Hundred Forty-Two Thousand Dollars without surety. Said bond being duly signed, sealed and delivered by the obligors therein named, is approved by me and ordered to be recorded .

TESTE: WARREN E. BARRY, CLERK

BY: 

DEPUTY CLERK



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, 19 86

WARREN E. BARRY, CLERK

By [Signature]
Deputy Clerk

Know all Men by these Presents, That we,

BOOK 207 PAGE 170

ANTHONY M. O'CONNELL and HERBERT ANDERSON HIGHAM

are held and firmly bound unto the Commonwealth of Virginia in the sum of EIGHT HUNDRED FORTY -TWO-THOUSAND----- Dollars, to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. And we hereby waive the benefit of our homestead exemption as to this obligation. Sealed with our seals, and dated this 20th day of June , one thousand nine hundred eighty-six.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas the above named and bound Anthony M. O'Connell , on his own motion (having the authority to do so pursuant to Paragraph Eleventh (c) of the will), is appointed TRUSTEE under the Last Will and Testament of HAROLD A. O'CONNELL, heretofore admitted to probate, and while the named Trustee is a non-resident of Virginia, the sole beneficiary of the Residuary Trust has asked that Herbert Anderson Higham be permitted to qualify as a Co-Trustee, both to serve without surety on their official bond, pursuant to Order entered the 11th day of June, 1986, and they qualify as such by taking the oath prescribed by law and executing this bond.

Now, therefore, if the said ANTHONY M. O'CONNELL AND HERBERT ANDERSON HIGHAM , as aforesaid, shall faithfully discharge the duties of his office, post, or trust of CO-TRUSTEES then this obligation to be void; otherwise to remain in full force and virtue.

Anthony M. O'Connell [SEAL]
Herbert A. Higham [SEAL]
_____[SEAL]
_____[SEAL]
_____[SEAL]

Virginia:

In the Clerk's Office of the Circuit Court for the County of Fairfax, the 20th day of June , 19 86.

This bond was executed and acknowledged by the obligors, and ordered to be recorded,

SURETY WAIVED PURSUANT TO COURT ORDER OF JUNE 11, 1986.

the suret therein having first been approved by me, justified on oath that estate , after the payment of all just debts, and those for which he bound as security for others, and expect to have to pay, worth the sum of Dollars, over and above all exemptions allowed by law.

Teste:

[Signature] Deputy Clerk.

Principal's Address: AMO: 2337 South Thirteenth Street, ST. Louis, MO 63104

EXHIBIT A



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 of the Trust established under the will 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~~ dollars 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 16th day of
May, 1988.

WARREN E. BARRY, CLERK
By Kathy Barry
Deputy Clerk

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.

BK 7005 0634

PC Box 607
Springfield, VA 22150

COLUMBIA BANKER SETTLEMENT & TITLE SERVICES, INC.
8251 GREENWOOD DR. SUITE 600
MCLEAN, VA 22102

RECORDED IN 88-050598-37

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

742

From: "Lisa Overton" <LOVERTON@stewart.com>
Subject: **RE: Where does it say I could not qualify as Trustee?**
Date: June 14, 2007 10:21:09 AM MST
To: elynchjr@i95businessparks.com, "Anthony OConnell" <aoconnell@cableone.net>, "Steve Blizzard" <SBLIZZAR@steward.com>, "Lisa Overton" <LOVERTON@steward.com>
Cc: "Andy Somerville" <andy@smcconcrete.com>

Hi Bill and Mr. O'Connell:

Yes, that is me from 1988 – can't believe how old you are making me feel, and I can honestly tell you that I do not remember that specific 1988 case.

Having said that however, when I look at the documents you attach, you did in fact sign the deed as a Trustee, the qualification simply required that a

Co-trustee also sign since you were not a resident of Virginia. I do not recall which firm we were using in 1988 to prepare our deeds, we have used quite a few different firms in the past, but it looks as though in the derivation of title paragraph that you underline they simply tried to consolidate the statement of facts. Perhaps they should have been more clear and said that Mr. Higham was appointed WITH you as co-trustee and not in your place.

There is no requirement for a Trustee under a land trust to be a Virginia resident; therefore it is a non issue in this case.

*Lisa Overton
Stewart Title and Escrow Inc.
10505 Judicial Drive, #300
Fairfax, Virginia 22030
Ph: 703-352-2924
Fax: 703-991-2449
Cell: 703-447-9348
email: loverton@stewart.com*

From: Bill Lynch [mailto:elynychjr@i95businessparks.com]
Sent: Tuesday, June 12, 2007 4:31 PM
To: 'Anthony OConnell'; 'Steve Blizzard'; 'Lisa Overton'
Cc: 'Andy Somerville'
Subject: RE: Where does it say I could not qualify as Trustee?

Tony –

I think the short answer is that was then, this is now.

Lisa has handled title work for the Lynch family and me since about 1980 so I am pretty sure she worked on the sale of the home in 1988. I have never had a problem at settlement when she has been involved. She is very thorough and I trust her judgment.

The operative trust agreement is dated in 1992. I don't recall what the documentation was in 1986, but all the documentation that you require to act as Trustee is of record with the 1992 Trust and the Power of Attorney.

Are there any other documents that you are aware of that are not of record?

Bill

-----Original Message-----
From: Anthony OConnell [mailto:aoconnell@cableone.net]
Sent: Tuesday, June 12, 2007 2:46 PM
To: Steve Blizzard; Lisa Overton
Cc: Edwin W. Lynch, Jr.; Andy Somerville
Subject: Where does it say I could not qualify as Trustee?

Ms. Lisa Overton and Mr. Steve Blizzard;

The attached copy of Ms. Overton's letter to my mother dated April 22, 1988, shows she handled the settlement for the 1988 sale to Lynch Properties Limited Partnership. Please correct me if I am wrong.

I was surprised to be told the day before settlement of this sale that I had to sign a deed that said I could not qualify as Trustee. Where does it say in the Court records that I could not qualify as Trustee? I found six documents that show I qualified as Trustee in 1986. Copies of the six documents and the page from the deed are attached.

Please show me where it says in the Court records that I could not qualify as Trustee. I am concerned that something like this may happen again.

Anthony Miner O'Connell, Trustee

