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SUPREME COURT OF VIRGINIA
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RICHMOND, VIRGINIA

IN THE

Supreme Court of Virginia

AT RICHMOND

RECORD NO. 800712

JANE LYLES BAUSERMAN, et al.,

Appellants,

v.

JOHN P. DiGIULIAN, et al.,

Appellees.

APPENDIX

Thomas A. Bovard
Suite 211
10560 Main Street
Fairfax, Virginia 22030

Counsel for Appellants

APPELLATE PRINTING SERVICES, INC., HERITAGE BLDG., RICHMOND, VA. (804) 643-7789

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VIRGINIA

IN THE CIRCUIT COURT OF FAUQUIER COUNTY

JOHN P. DiGIULIAN,
6623 Backlick Road,
Springfield, VA 22160

and

WILLIAM C. BAUKNIGHT,
7620 Little River Turnpike,
Annandale, VA 22030

Co-Executors of the
Estate of Inez A.
DiGiulian, deceased,

Petitioners

v.

JANE LYLES BAUSERMAN,
917 Gates Avenue,
Norfolk, VA 23517

and

TERRY GINGELL,
7517 Davian Drive,
Annandale, VA 22003

and

MARY GINGELL WALKER,
Hidden Pines Apartments,
Apt. No. 46,
3333 Unity Street,
Houston, TX 77057

and

THOMAS GINGELL, a Minor,
c/o Rosetta Gingell,
7517 Davian Drive,
Annandale, VA 22003

and

JANE GINGELL, a Minor,
c/o Rosetta Gingell,
7517 Davian Drive,
Annandale, VA 22003

and

DONALD D. DiGIULIAN,
7620 Roanoke Ave.,
Annandale, VA 22003

FILED JUN 8 1978
Carolyn Ashby, clerk

IN CHANCERY NO. 5207

PETITION OF CO-EXECUTORS FOR
CONSTRUCTION OF WILL

and

MARIE ANN DiGIULIAN, a Minor,
c/o Alfred DiGiulian,
7620 Roanoke Ave.,
Annandale, VA 22003

CHARLES JOSEPH DiGIULIAN, a Minor
c/o Alfred DiGiulian,
7620 Roanoke Avenue,
Annandale, VA 22003

and

JOHN P. DiGIULIAN,
6623 Backlick Road,
Springfield, VA 22160

and

THOMAS M. DiGIULIAN,
1408 5th Avenue, S.E.,
Decatur, AL 35601

and

CARLA DiGIULIAN,
The Cove,
Hume, VA 22639

and

ANNE D. BUTLER,
Box 93B, Star Route,
Marshall, VA 22115

Respondents

Spas for out of state residents del'd to atty 6/8/78

Your Petitioners, John P. DiGiulian and William C. Bauknight, would show unto this Honorable Court as follows:

1. They are the duly qualified and acting Co-Executors of the Will of Inez A. DiGiulian, who departed this life on November 16, 1977 while resident in Fauquier County, Virginia.

2. The said Will, which was admitted to probate by the Clerk of this Honorable Court on December 28, 1977, is duly recorded as Will No. 2032. A true copy of the said Will is attached hereto as Exhibit 1.

3. Article Third of the said Will appears to be ambiguous and your Petitioners are unable to fully execute their responsibilities without the aid of this Honorable Court in determining the proper construction of such provisions.

4. The said Article Third "gives and devises" all of the Testatrix's right, title and interest in "property located between Loisdale Road, Ayers Street and Shirley Highway in Fairfax County, Virginia, said property presently being held by me and Carolyn M. Lyles as Trustees" to named Trustees for the benefit of Respondents Jane Lyles Bauserman, Terry Gingell, Mary Gingell Walker, Thomas Gingell, Jane Gingell, Donald D. DiGiulian, Marie Ann DiGiulian and Charles Joseph DiGiulian. but only if at the time of the Testatrix's death she "shall own a one-third undivided interest" in the said property. Should she not "own" such interest at the time of her death, it would fall into a Residuary Trust, the beneficiaries of which are John P. DiGiulian, Thomas M. DiGiulian, Carla DiGiulian, and Anne D. Butler. Similarly, any interest or property not intended by the Testatrix to be given or devised to the first described Trust would fall into the Residuary Trust.

5. Charles Ayers, the father of the Testatrix, died intestate on November 6, 1958. The Testatrix and her two sisters, Caroline Lyles and Rosetta Gingell, inherited the property involved in this cause from their father as tenants in common.

6. By Deed dated March 15, 1960, recorded among the Land Records of Fairfax County, Virginia, in Deed Book 1895 at Page 511, the Testatrix and her said sisters conveyed the

said property to the Testatrix and Caroline Ayers Lyles, as Trustees. There was no Trust Agreement executed; however, the deed conferred certain powers upon the Trustees, including the power to sell the property.

7. Thereafter, and prior to the execution of the Testatrix's Will which is the subject of this proceeding, a public street named Ayers Street adjoining the said property was vacated, with the result that title to a portion thereof was vested in the Testatrix and Caroline Ayers Lyles, Trustees.

8. On July 8, 1977, the Testatrix, as sole surviving Trustee, entered into two contracts with B. Mark Fried and Stanley Levine as purchasers, whereby the property inherited from her father and the property acquired upon the vacation of the street, were sold. Copies of these contracts are attached hereto as Exhibits 2 and 3 respectively.

9. In addition to paying a deposit of $1,000 on each contract, the purchasers agreed to pay and have paid the real estate taxes levied on the properties. The contracts are contingent upon the purchasers obtaining rezoning of the properties. At the Testatrix's death, on November 16, 1977, the contracts had not been consummated.

10. The foregoing facts and the provisions of said Article Third give rise to the following questions of interpretation:

A. Although the Testatrix describes her "undivided one-third interest in the property", she actually owned a one-third beneficial interest in a Trust which owned the property, not a one-third undivided interest in the property. Did she

intend to bequeath or devise the beneficial interest by this provision?

B. If so, in view of the existence of the sales contracts, did she "own" this interest at the time of her death, so that the interest would go to the Trust for the benefit of Respondents, Jane Lyles Bauserman, et al, or did she no longer "own" it so that it would go to the Residuary Trust?

C. If questions A and B are answered affirmatively, in view of the description of the property contained in the Will as bounded by "Shirley Highway, Loisdale Road and Ayers Street", did she intend to include in this devise or bequest the parcel of property which was formerly a part of Ayers Street?

WHEREFORE, the premises considered, your Petitioners pray that this Honorable Court:

1. Appoint a Guardian Ad-litem to represent the interests of Thomas Gingell, Jane Gingell, Marie Ann DiGiulian, and Charles Joseph DiGiulian, Minor Respondents.

2. Construe the within mentioned provisions of the Will of Inez A. DiGiulian, deceased, and direct your Petitioners as to the proper execution of the said Will.

3. And for such other and further relief as the Court may deem just and proper.

John P. DiGiulian
JOHN P. DiGIULIAN

William C. Bauknight
WILLIAM C. BAUKNIGHT

Co-Executors of the Estate of
Inez A. DiGiulian, deceased

WILLIAM C. BAUKNIGHT,
Counsel for Petitioners

7620 Little River Turnpike,
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V I R G I N I A :

IN THE CIRCUIT COURT OF FAUQUIER COUNTY

JOHN P. DiGIULIAN AND WILLIAM C. BAUKNIGHT, Co-Executors of the Estate of Inez A. DiGiulian, Deceased Petitioners	)	FILED DEC 4 1979 D H Thomas Clerk
vs.	)	IN CHANCERY NO. 5207
JANE LYLES BAUSERMAN, et al Respondents	)	

STIPULATION OF FACTS

At issue in this case is the construction of Article Third of the will of Inez A. DiGiulian and the resulting disposition of the proceeds of the sale of two parcels of land located in Fairfax County, Virginia.

The parties hereby stipulate to the following facts:

1. Charles Ayers, the father of the Testatrix, Inez A. DiGiulian, died intestate on November 6, 1958. His three daughters, Carolyn Lyles, Rosetta Gingell and the Testatrix, inherited parcel 42, one of the two parcels here involved, as tenants in common.

2. On March 15, 1960, the said three daughters conveyed legal title to the Testatrix and Carolyn Lyles as Trustees. (Exhibit 1)

3. On June 15, 1960, the said Trustees executed a "Declaration of Interest and In Trust Agreement" (Exhibit 2).

4. On March 10, 1966, the Testatrix executed her will. (Exhibit 3)

5. On May 16, 1969, the Commonwealth of Virginia acting

through the State Highway Commissioner conveyed to the said Trustees title to a portion of Ayers Street which adjoined parcel 42 in consideration of the sum of $8,613.00. (Exhibit 4) This parcel is known as parcel 41A. On December 28, 1978, the Commonwealth of Virginia executed and delivered a Deed of Correction granting certain powers to the Grantees. (Exhibit 5)

6. On July 8, 1977, the Testatrix, as sole surviving Trustee, executed contracts for the sale of parcels 41A and 42 to B. Mark Fried and Stanley Levine. (Exhibit 6 and 7)

7. On July 8, 1977, the Testatrix, in her own right as the fee simple owner of adjoining or nearby parcels 40 and 45 and Jane Caroline Lyles Bauserman, Executrix of the estate of Wilmer Ernest Lyles, the owner of adjoining parcel 41, executed contracts for the sale of such respective parcels to the said B. Mark Fried and Stanley Levine. (Exhibit 8, 9, and 10)

8. The contracts for the sale of parcels 40, 41, 41A, 42, and 45 were amended by agreements dated August 4, 1977. (Exhibits 11, 12, 13, 14, and 15)

9. The Testatrix died on November 14, 1977, resident in Fauquier County, Virginia. Her will has been duly admitted to probate in the office of the Clerk of the Circuit Court of said county.

10. Parcels 40, 41, 41A, 42, and 45 were rezoned by the Fairfax County Board of Supervisors on June 19, 1978 to a category accepted by the purchasers. (Exhibits 16, 17, 18, 19, and 20)

11. Settlement under the said purchase contracts was held on December 15, 1978. Incident to the settlement, the co-executors of the Testatrix estate executed deeds for parcels 40,

41A, 42, and 45 on that date. (Exhibits 21, 22, 23, 25, 26, and 27) Jane Caroline Lyles Bauserman, Executrix of the estate of Wilmer Ernest Lyles executed a deed for parcel 41 on the same date. All of the said deeds were recorded on December 15, 1978. (Exhibit 24)

12. John P. DiGiulian and William C. Bauknight, Co-Executors of the estate of Inez A. DiGiulian are currently managing the proceeds from the sale of parcels 41A and 42. (Exhibits 28, 29, and 30)

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MILES & STOCKBRIDGE

William C. Bauknight

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MARTIN, WALKER, & LAWRENCE, P. C.

Thomas G. Martin

Thomas G. Martin
Attorney for Respondents
31 Winchester Street
Warrenton, VA 22186

DOCUMENTS

1. Deed conveying legal title to Inez A. DiGiulian and Carolyn Lyles 3/15/60. Fairfax County Deed Book 1895, page 511.

2. Declaration of Interest and In Trust Agreement 6/15/60

3. Will of Inez A. DiGiulian. 3/10/66

4. Deed from Commonwealth of Virginia to Inez A. DiGiulian Carolyn Lyles conveying portion of Ayres Street. 5/16/69. Fairfax County Deed Book 3207, page 52.

5. Deed of Correction. 12/18/78. Fairfax County Deed Book 5069, page 102.

6. Contract of Sale: Parcel 41A (7/8/77)

7. Contract of Sale: Parcel 42 (7/8/77)

8. Contract of Sale: Parcel 40 (7/8/77)

9. Contract of Sale: Parcel 41 (7/8/77)

10. Contract of Sale: Parcel 45 (7/8/77)

11. Amendment to Contract of Sale - Parcel 41A (8/4/77)

12. Amendment to Contract of Sale - Parcel 42 (8/4/77)

13. Amendment to Contract of Sale - Parcel 40 (8/4/77)

14. Amendment to Contract of Sale - Parcel 41 (8/4/77)

15. Amendment to Contract of Sale - Parcel 45 (8/4/77)

16. Statement of Justification for Rezoning, B. Mark Fried.

17. Application for Zoning Map Amendment. (10/26/77)

18. An Ordinance Amending the Zoning Ordinance. 6/19/78

19. Description and Map of the Lands of DiGiulian and Lyles

20. Letter to B. Mark Fried from Ethel Wilcox Register, Clerk to the Fairfax County Board of Supervisors. 6/22/78

21. Deed: Parcel 41A (12/15/78)

22. Deed: Parcel 42 (12/15/78)

23. Deed: Parcel 40 (12/15/78)

24. Deed: Parcel 41 (12/15/78)

25. Deed: Parcel 45 (12/15/78)

26. Settlement Statement for Parcel 41A

27. Settlement Statement for Parcel 42

28. Statement of Disposition of Proceeds of Sale

29. Escrow Agreement between Executors of Estate of Inez A. DiGiulian and First American Title Insurance Company (12/15/78)

30. Certificate re: Holding of Deferred Purchase Money Note with Amortization Schedule Attached

See envelope for above mentioned documents

TWENTIETH JUDICIAL CIRCUIT
OF VIRGINIA

RAYNER V. SNEAD, JUDGE – Retired
POST OFFICE BOX 8
WASHINGTON, VIRGINIA 22747

CARLETON PENN, JUDGE
DRAWER 471
LEESBURG, VIRGINIA 22075

FAUQUIER, LOUDOUN AND
RAPPAHANNOCK COUNTIES

February 5, 1980

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RE: John P. DiGiulian, et al, Executors of the Estate of Inez A. DiGiulian vs. Jane Lyles Bauserman, et al
In Chancery No. 5207

Gentlemen:

Enclosed is a memorandum opinion in this case prepared at my request by the Court Legal Research Assistance Project under the supervision of the office of the Executive Secretary of the Supreme Court of Virginia.

After reviewing the record, the argument of counsel, the briefs filed and upon consideration of the authorities, I believe that the draft opinion correctly enunciates the law of this case.

Counsel for respondents may submit an appropriate decree in accord with the opinion.

Sincerely yours,

Rayner V. Snead

RVS/ghb

Enclosure

VIRGINIA: IN THE CIRCUIT COURT FOR THE COUNTY OF FAUQUIER

John P. DiGiulian, et al
Executors of the Estate of Inez A. DiGiulian, Plaintiff

vs. In Chancery No. 5207

Jane Lyles Bauserman, et al, Defendants

In their petition, the co-executors of the estate of Inez DiGiulian seek the court's guidance in the interpretation of a will provision.

In 1958, the father of Inez DiGiulian, Charles Ayers, died intestate. His three daughters, Inez, Carolyn Lyles and Rosetta Gingell, inherited parcel 42, a tract of land lying between Loisdale Road, Shirley Highway and Ayers Street. Two years later, they conveyed legal title to the land to Carolyn and Inez as trustees, for the benefit of the three sisters. At the same time, they executed a document in which they acknowledged that each sister possessed a "1/3 interest . . with authority . . . to alien, convey, encumber and otherwise deal with and dispose of the [property]."

In 1966, Inez executed the will which is the subject of this suit. In the Third Article, she dealt with parcel 42 as follows:

> If at the time of my death I shall own a one-third interest in property located between Loisdale Road, Ayers Street and Shirley Highway in Fairfax County, Virginia, said property presently being held by me and Carolyn M. Lyles as Trustees, I give and devise all of my right, title and interest in said property to my Trustees, hereinafter named, in trust, and direct that my Trustees divide my right, title and interest in said property into the shares set forth below . . . .

The testatrix then proceeded to name several beneficiaries, who are the respondents in this suit.

The Fourth Article of the will provided for a residuary trust. The beneficiaries of this trust were the surviving children of Inez and the issue of the children who predeceased her.

In 1969, the Commonwealth of Virginia closed Ayers Street, and conveyed title to a portion of the roadbed to the Trustees of Parcel 42, Inez and Carolyn.

By July of 1977, Inez was the sole surviving trustee of this property. At that time, acting as trustee, she entered into contracts to sell her interest in the property to B. Mark Fried and Stanley Levine. The contracts were contingent upon the purchasers being able to obtain certain surrounding parcels and upon rezoning of the property by late October, 1977. Fried and Levine quickly signed contracts on the surrounding parcels, but by late October, the property had not been rezoned.

On November 14, 1977, Inez died. In June of the following year, county authorities rezoned the property. Settlement was held on December 15, 1978.

The proceeds from this settlement form the basis for the petition in this case. If the land sale contract worked an ademption of the legacy, the proceeds will be divided among the residuary legatees. If the contract does not constitute an ademption, the proceeds will be absorbed into the trust created by the Third Article of the will.

When she executed her will, Inez DiGiulian was the beneficiary of a trust, the corpus of which was realty. Under Va. Code § 55-17.1 as amended in 1975, this interest would be termed personalty. Nonetheless, the form of the trust agreement created in 1960, which gave the beneficiaries a right to convey trust property, rendered her interest a fee simple. Davis v. Heppert, 96 Va. 775, 32 S.E. 467 (1899). Thus, the interest to which she referred in the will was an interest in real property.

Ademption operates only with respect to specific legacies or devises. In May v. Sherrard, 115 Va. 617, 79 S.E. 1026 (1913), the court defined a specific

legacy as: "[a] bequest of a specific article of the testator's estate, distinguished from all others of the same kind--as, for example, a particular horse, or piece of plate, or money in a certain purse, or chart, a particular stock in the public funds, a payment of money . . . ." 115 Va. at 620; see also, T. Atkinson, Handbook of the Law of Wills (2d ed. 1953). As a devise of a personal interest in a particular tract of land, the Third Article of the will should be classified as a specific devise.

The general rule is that in the absence of statute, a land sale contract adeems a specific devise of realty. 3 American Law of Property § 14.13 (1952). To overcome the effect of this rule, many states have enacted statutes which provide that subsequent contracts to convey do not adeem specific devises contained in previously executed wills that remain formally unrevoked at the time of the testator's death. "Construction of Defective Statute Providing that Agreement by a Testator for Sale or Transfer of Property Disposed of by Will Previously Made Does Not Revoke or Adeem Such Disposition," Annot., 62 A.L.R. 2d 958. The respondents argue that Virginia has enacted such a statute in Va. Code § 64.1-61. That statute reads as follows:

> No conveyance or other act, subsequent to the execution of a will, shall, unless it be an act by which the will is revoked as aforesaid, prevent its operation with respect to such interest in the estate comprised in the will as the testator may have power to dispose of by will at the time of his death.

Although the language of the statute is far from clear, its legislative history and cases interpreting it make plain that § 64.1-61 was not intended to restrict the ademptive effect of land sale contracts executed subsequent to specific legacies. Rather, the statute ensures that a specific devise is not revoked by a subsequent sale, if the testator later reacquires that same piece

of property before his death.

Under the Statute of Wills, 32 & 34 Hen. VIII, English courts viewed a devise of realty as a conveyance, which took effect at the time the testator executed his will. This emphasis on the date of execution meant that any subsequent conveyance of devised property impliedly revoked that portion of the will, even if the testator reacquired the same piece of property by the time of his death. To reverse this effect, the General Assembly enacted the forerunner of Va. Code § 64.1-61 in 1850, based on an English statute, 7 Wm. IV & I Vict., c. 26, § 23. Under its provisions, property that a testator has sold and then reacquired passes in accordance with the earlier devise. 2 R. Minor, Real Property § 1176 (2d ed. 1928); Brock "Revocation of Devise of Realty by Subsequent Sale--Right of Devisee in Unpaid Purchase Money," 2 Va. L. Reg., N.S. 641 (1917) [hereinafter referred to as Brock].

Subsequent cases have made clear that Va. Code § 64.1-61 does not apply unless the testator reacquires the devised property before his death. In Collup v. Smith, 89 Va. 258, 15 S.E. 584 (1892), the Supreme Court of Virginia ruled that a contract to convey previously devised property revoked the devise where the consideration was paid prior to the testator's death. The court issued this ruling despite Va. Code of 1887 § 2520, an earlier codification of the current § 74.1-61.

In Thackston v. Peters' Administrator,[1] the Circuit Court of Prince Edward County extended the rule of Collup to a case in which the consideration remained unpaid at the time of the testator's death. After devising a certain piece of property, the testator contracted to convey it to a third party, subject to a

---

[1]The Thackston case is not officially reported. The case is described by Brock, supra.

deed of trust. The testator died shortly thereafter, while holding only a series of notes in return for the land. Nonetheless, the Supreme Court of Virginia, by refusing the appeal, in effect affirmed the decision of the circuit court that the proceeds of sale should pass to the administrator as personalty, rather than to the devisee. See Brock at 648.

The implications of Collup and Thackston for the present case are obvious. The contract for sale entered into by Inez DiGiulian Subsequent to the execution of her will revoked or adeemed the specific devise. As Thackston holds, this rule applies even though the contract still was conditional in nature at the time of the testatrix's death.

The law is clear that in the absence of statute, a contract to convey previously devised property adeems or revokes the devise. Moreover, the history of Va. Code § 64.1-61 indicates that it was not intended to apply to cases such as this one, where the testatrix did not reacquire the property before her death. Accordingly, the court holds that the legacy contained in the Third Article of the will is adeemed, and the proceeds of sale pass to the residuary trust under the Fourth Article.

FINAL DECREE

This cause came on to be heard the 10th day of December 1979, upon the Petition for construction of the Will of Inez A. DiGiulian filed herein by Petitioners, the Answers filed by the Respondents, the agreed upon Stipulation of Facts filed by the parties, the Exhibits introduced by them, and the Memoranda filed by the parties, and was argued by counsel. Upon consideration thereof it is, by the Court

ORDER and DECREED, that the legacy contained in Article Third of the Will of Inez A. DiGiulian was adeemed by the sale of the property which was the subject thereto prior to her death and that the proceeds of such sale passed to the Residuary Trust under Article Fourth of the said Will.

AND THIS DECREE IS FINAL.

ENTER: 2/15/80

Circuit Judge

February , 1980

I ASK FOR THIS:

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31 Winchester Street
Warrenton, Virginia 22186
Counsel for Respondents
John P. DiGiulian, Thomas M. DiGiulian, Carla E. DiGiulian, Anne D. Butler

SEEN:

William C. Bauknight
Miles & Stockbridge
123 N. Washington Street
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Counsel for Petitioners

SEEN AND OBJECTED TO:

Thomas A. Bovard

Thomas A. Bovard
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Counsel for Respondents
Jane Lyles Bauserman, Terry Gingell, Mary Gingell Walker, Thomas Gingell, Jane Gingell, Donald D. DiGiulian, Marie Ann DiGiulian and Charles Joseph DiGiulian

Copies to Bovard Bauknight Martin 2/19/80

-500-

Copy placed in Mr. Martin's Mail Slot 2/20/80
WOH

Chancery Book 39, Page 508
Entered 15 Feb. 1980

ASSIGNMENTS OF ERROR

The Petitioners respectfully submit that the Circuit Court erred as follows:

The Court erred in declaring that Virginia Code §64.1-61 was not intended to apply to cases where property is subject to an executory contract of sale which is itself subject to multiple unfulfilled contingencies but was only intended to apply to cases where a Testator, after conveyance of a particular piece of property, later reacquires that piece of property.

The Court erred in declaring that the existence of an executory contract which is subject to multiple unfulfilled contingencies and was in the nature of an option contract adeems or revokes a devise such as that in the instant case.

EXHIBIT NO. 3

LAST WILL AND TESTAMENT

I, INEZ AYERS DiGIULIAN, of Fairfax County, Virginia, being of sound and disposing mind and memory do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all former wills and codicils heretofore made by me.

FIRST: I direct my Executors to pay out of the assets of my estate all of my just debts, expenses of my last illness, my funeral and burial expenses, including the cost of a monument or marker over my grave, and all costs of administration of my estate, except that the payment of any debt secured by any mortgage, deed of trust, or pledge of real or personal property may be postponed by my Executors in their discretion. I direct that every estate, succession, legacy, inheritance and any other death taxes, including any interest or penalty thereon, payable by reason of my death with respect to any property, whether passing under this my Will or otherwise, shall be charged by my Executors without apportionment against the principal of my residuary estate.

SECOND: I give and bequeath all my tangible personal property, and all fire and casualty insurance policies thereon, to my husband, ATTILIO P. DiGIULIAN, if he shall survive me, but if my husband shall predecease me, then I give and bequeath all

Jab

date of death - November 16, 1977

my tangible personal property in equal shares to such of my children as survive me, provided, however, that if any child of mine is less than twenty-one years of age at the time of my death, my Executors shall deliver, without requiring bond, to any adult person with whom such child is then residing, so much of his or her share of such tangible personal property as my Executors in their sole discretion, shall deem appropriate, and the receipt of such person shall constitute a full acquittance of my Executors for the property so delivered, and my Executors shall sell the remainder, if any, of such property, and the net proceeds therefrom shall be added to and become a part of any trust established for such a minor from property comprising a part of my residuary estate.

THIRD: If at the time of my death I shall own a one-third undivided interest in property located between Loisdale Road, Ayers Street and Shirley Highway in Fairfax County, Virginia, said property presently being held by me and Carolyn M. Lyles as Trustees, I give and devise all of my right, title and interest in said property to my Trustees, hereinafter named, in trust, and direct that my Trustees divide my right, title and interest in said property into the shares set forth below, for the following uses and purposes:

A. My Trustees shall retain three-eighths (3/8) of my right, title and interest in said property as a single trust

fund so long as any child of Alfred DiGiulian is living and under the age of twenty-one years. While the trust property is being so held in trust, my Trustees may, from time to time, pay to or expend for the benefit of the children of Alfred DiGiulian or for the lawful issue of each child of Alfred DiGiulian who may have theretofore died, with or without the intervention of a guardian, so much of the net income and principal thereof as my Trustees, in their sole discretion, shall deem necessary for the support, maintenance and education of the children of Alfred DiGiulian or said lawful issue of each child of Alfred DiGiulian who may have theretofore died, and the amount so paid or expended shall be charged against the trust property as a whole and not against the share thereof to which the children of Alfred DiGiulian or said lawful issue of each child of Alfred DiGiulian who may have theretofore died may ultimately become entitled.

Encroachment by my Trustees for the purpose of providing an education for the children of Alfred DiGiulian or for the lawful issue of each child of Alfred DiGiulian who may have theretofore died shall be deemed to include college, postgraduate and professional training, provided, however, that such encroachment will not deprive the other children of Alfred DiGiulian or their descendants of funds needed for their support.

1. If and when the youngest living child of Alfred DiGiulian reaches the age of twenty-one years, or at such time as all of the children of Alfred DiGiulian have sooner died, my

Trustees shall divide the property then remaining in their hands into as many equal shares as are necessary to provide one equal share for each child of Alfred DiGiulian who is then living and one equal share for the then living lawful issue, collectively, of each child of Alfred DiGiulian who may have theretofore died.

2. After said division into shares under paragraph 1 above, the Trustees shall distribute one of said shares to each child of Alfred DiGiulian who is then living and one of such shares to the then living lawful issue, collectively, of each child of Alfred DiGiulian who may have theretofore died.

3. If all of the children of Alfred DiGiulian shall die prior to attaining the age of twenty-one years and at the time of the death of the last to die of said children no lawful issue of any child of Alfred DiGiulian is then living, then, this Trust shall at once terminate and all property and funds then remaining in the Trust shall be added to and distributed in accordance with the terms of the trusts created under Sections B. and C. of this Article. Eighty percent (80%) of said property and funds shall be allocated in accordance with the terms of Section B. and twenty percent (20%) of the property and funds shall be allocated in accordance with the terms of Section C.

B. My Trustees shall retain four-eighths (4/8) of my right, title and interest in said property as a single trust fund so long as any child of Rosetta Gingel is living and under the age of twenty-one years. While the trust property is being

so held in trust, my Trustees may, from time to time, pay to or expend for the benefit of the children of Rosetta Gingel or for the lawful issue of each child of Rosetta Gingel who may have theretofore died, with or without the intervention of a guardian, so much of the net income and principal thereof as my Trustees, in their sole discretion, shall deem necessary for the support, maintenance and education of the children of Rosetta Gingel or said lawful issue of each child of Rosetta Gingel who may have theretofore died, and the amount so paid or expended shall be charged against the trust property as a whole and not against the share thereof to which the children of Rosetta Gingel or said lawful issue of each child of Rosetta Gingel who may have theretofore died may ultimately become entitled.

Encroachment by my Trustees for the purpose of providing an education for the children of Rosetta Gingel or for the lawful issue of each child of Rosetta Gingel who may have theretofore died shall be deemed to include college, postgraduate and professional training, provided, however, that such encroachment will not deprive the other children of Rosetta Gingel or their descendants of funds needed for their support.

1. If and when the youngest living child of Rosetta Gingel reaches the age of twenty-one years, or at such time as all of the children of Rosetta Gingel have sooner died, my Trustees shall divide the property then remaining in their

hands into as many equal shares as are necessary to provide one equal share for each child of Rosetta Gingel who is then living and one equal share for the then living lawful issue, collectively, of each child of Rosetta Gingel who may have theretofore died.

2. After said division into shares under paragraph 1 above, the Trustees shall distribute one of said shares to each child of Rosetta Gingel who is then living and one of such shares to the then living lawful issue, collectively, of each child of Rosetta Gingel who may have theretofore died.

3. If all of the children of Rosetta Gingel shall die prior to attaining the age of twenty-one years and at the time of the death of the last to die of said children no lawful issue of any child of Rosetta Gingel is then living, then, this Trust shall at once terminate and all property and funds then remaining in the Trust shall be added to and distributed in accordance with the terms of the trusts created under Sections A. and C. of this Article. Seventy-five percent (75%) of said property and funds shall be allocated in accordance with the terms of Section A. and twenty-five percent (25%) of the property and funds shall be allocated in accordance with the terms of Section C.

C. My Trustees shall retain one-eighth (1/8) of my right, title and interest in said property in trust for the benefit of my niece, Jane M. Lyles.

1. Until Jane M. Lyles shall attain twenty-five

years of age, my Trustees shall pay to or expend for the benefit of Jane M. Lyles, with or without the intervention of a guardian, so much of the income and principal of her share as my Trustees, in their sole discretion, shall deem necessary for her support, maintenance and education (including college, postgraduate or professional training).

2. Upon Jane M. Lyles attaining twenty-five years of age, all accrued interest and all corpus comprising her share shall be paid over and distributed to her by my Trustees.

3. If Jane M. Lyles shall die prior to attaining twenty-five years of age, all accrued income and all corpus comprising her share shall be paid over and distributed in equal shares to her then living lawful issue, but if there be no such then living lawful issue, then said accrued income and corpus shall be added to and distributed in accordance with the terms of the trusts created under Sections A. and B. of this Article. Fifty-seven percent (57%) of said property and funds shall be allocated in accordance with the terms of Section A. and forty-three percent (43%) of the property and funds shall be allocated in accordance with the terms of Section B.

D. If all of the children of Alfred DiGiulian shall die prior to attaining twenty-one years of age and at the time of the death of the last survivor of said children of Alfred DiGiulian no lawful issue of any such child is then living and

if all of the children of Rosetta Gingel shall die prior to attaining twenty-one years of age and at the time of the death of the last survivor of the said children of Rosetta Gingel no lawful issue of any such child is then living and if Jane M. Lyles shall die prior to attaining the age of twenty-five years and at the time of her death no lawful issue of Jane M. Lyles is then living, I direct that all property and funds then remaining in the trusts established under this Article be added to and distributed as part of my residuary estate.

FOURTH: All the rest, residue and remainder of my property, real and personal, tangible and intangible, wheresoever situate and howsoever held, shall be divided into as many equal shares as are necessary to provide one equal share for each child of mine who is living at the time of my death and one equal share for the then living lawful issue, collectively, of each child of mine who may have theretofore died, each such share to be held, administered and disposed of as follows:

A. The share for each child of mine who is living at the time of my death shall be disposed of as follows:

1. Until such child shall attain twenty-five years of age, my Trustees shall pay to or expend for the benefit of such child, with or without the intervention of a guardian, so much of the income and principal of his or her share as my Trustees, in their sole discretion, shall deem advisable.

2. Upon such child attaining, or should such

child have theretofore attained, twenty-five years of age, my Trustees shall pay to him or her in convenient installments, all the net income arising from his or her share until he or she attains thirty-five years of age.

3. Upon such child attaining, or should such child have theretofore attained, thirty-five years of age, my Trustees shall pay over and deliver to him or her one-half of the principal of his or her share and shall pay to him or her, in convenient installments, all the net income thereafter arising from the remainder of his or her share, until he or she attains the age of forty-five years.

4. Upon such child attaining, or should such child have theretofore attained, forty-five years of age, my Trustees shall pay over and deliver to him or her all income and all corpus then comprising his or her share.

5. While the share for such child or any part thereof is being held by my Trustees as above provided, my Trustees are authorized to pay to such child or expend for his or her benefit so much of the principal of his or her share, or of the part thereof so held, as my Trustees, in their sole discretion, shall from time to time deem necessary for his or her support, maintenance and education (including college, post-graduate and professional training).

6. Upon such child dying prior to attaining forty-five years of age, my Trustees shall pay over and deliver

his or her share or so much thereof as is then being held in trust to his or her then living lawful issue, per stirpes, but if there be no such then living lawful issue, then such child's share or so much thereof as is then being held in trust, shall be equally divided among such of my other children as are living at such child's death and the then living lawful issue, collectively, of each other child of mine who may have theretofore died, such issue to take per stirpes the share which their ancestor, such deceased other child of mine, would have taken if alive, with the part for each then living child of mine who is then less than forty-five years of age being added to and becoming a part of his or her original share or so much thereof as is then being held in trust; with the part for each then living child of mine who has attained forty-five years of age being paid over and delivered to him or her; and with the part for the then living lawful issue, collectively, of each other child of mine who may have theretofore died, being paid over and delivered to such issue, per stirpes.

7. If such child shall have been my last surviving child and at the time of his or her death no lawful issue of any child of mine is then living, then, my Trustees shall pay over and deliver his or her share or so much thereof as is then being held in trust in equal portions among such of the children of LAWRENCE UMBERT DiGIULIAN as are living at such child's death

and the then living lawful issue, collectively, of each other child of LAWRENCE UMBERT DiGIULIAN who may have theretofore died, such issue to take per stirpes the share which their ancestor, such deceased other child of LAWRENCE UMBERT DiGIULIAN, would have taken if alive, but if there be no such then living children of LAWRENCE UMBERT DiGIULIAN and no then living lawful issue of any child of LAWRENCE UMBERT DiGIULIAN, then my Trustees shall pay over and deliver said share or so much thereof as is then being held in trust to The A. P. DiGiulian Foundation for the uses and purposes of that Foundation.

B. The share for the then living lawful issue, collectively, of each child of mine who may have predeceased me shall be paid over and delivered per stirpes to such issue.

C. In the event that all of my children shall predecease me, and, at the time of my death, no lawful issue of any child of mine is then living, then, my Trustees shall pay over and deliver all property and funds of my trust estate in equal portions among such of the children of LAWRENCE UMBERT DiGIULIAN as are living at the time of my death and the then living lawful issue, collectively, of each other child of LAWRENCE UMBERT DiGIULIAN who may have theretofore died, such issue to take per stirpes the share which their ancestor, such deceased other child of LAWRENCE UMBERT DiGIULIAN, would have taken if alive, but if there be no such then living children of LAWRENCE UMBERT DiGIULIAN and no then living lawful issue of any child of LAWRENCE UMBERT

DiGIULIAN, then my Trustees shall pay over and deliver said property and funds of my trust estate to The A. P. DiGiulian Foundation for the uses and purposes of that Foundation.

D. Anything herein contained to the contrary notwithstanding whenever pursuant to the provisions of this Will all or any part of the corpus of a trust herein created shall vest in absolute ownership in a minor, I authorize and empower my Trustees, in their discretion, to hold the property or any part thereof so vested in such minor in a separate fund for the benefit of such minor, notwithstanding that such property may consist of investments not authorized by law for the trust funds, and to invest and reinvest the same, collect the income therefrom, and during the minority of such minor, to apply so much of the corpus and so much of the net income thereof to the support, education (including college, postgraduate and professional training) and maintenance of such minor, as my Trustees shall see fit, and to accumulate, invest and reinvest, the balance of the income until such minor shall attain the age of twenty-one years, and thereupon to pay over the corpus, together with any accumulated and undistributed income, to such minor, and if such minor shall die before attaining the age of twenty-one years, the corpus together with any accumulated and undistributed income, shall be paid over to the estate of such minor. The authority conferred upon my said Trustees by this paragraph shall be con-

strued as a power only, and shall not operate to suspend the absolute ownership of such property by such minor. With respect to the administration of any such property which shall vest in absolute ownership in a minor, and which shall be held by my Trustees as authorized in this paragraph, my Trustees shall have all the powers vested in them under the provisions of Article FIFTH of this Will.

E. On the death of any person entitled to income or support from any trust created by this Will, the Trustees of such trust shall be authorized to pay the funeral expenses and the expenses of the last illness of such person from the corpus of the property from which such person was entitled to income or support.

FIFTH: I direct that every estate, right, power and discretion conferred by any provision of this Will on my Executors or on my Trustees shall devolve upon, and may be exercised by, any successor. In addition to every power and discretion conferred upon my Executors and my Trustees by any other provision of this Will, my Executors shall have all the usual powers conferred by law on executors and my Trustees shall have all the usual powers conferred by law on trustees, in every jurisdiction in which my Executors and my Trustees may act. In addition thereto, the following express powers are hereby conferred upon my Executors and my Trustees, exercisable in the sole discretion

of my Executors and my Trustees, with respect to all property, whether principal or income, at any time coming into the hands of my Executors or my Trustees, whether by purchase or in any other manner; and every power of my Executors and my Trustees shall continue with respect to any property until the administration of my estate and the execution of every trust and every power in trust with respect thereto shall have been completed by the actual and final distribution thereof under the terms of this Will:

A. My Trustees are hereby empowered to retain in trust, for such time as they may deem advisable, any property received by them hereunder, whether or not of the character permitted by law, for the investment of trust funds.

B. My Trustees are hereby empowered to receive and accept such further and additional funds, assets and securities as may be paid over to any trust or trusts created hereunder.

C. With respect to any and all property at any time constituting part of my estate or part of my trust estate, my Executors and my Trustees are hereby empowered to hold and retain such property, upon such terms and in such manner as they may deem advisable to sell, convey, exchange, convert, improve, repair, manage, operate and control such property, and to lease it for terms within or beyond the period of administration of my estate or of my trust estate and for any purpose including

exploration or removal of gas, oil, or other minerals; to borrow money for any trust purpose and to encumber or hypothecate by mortgage, deed of trust, pledge or otherwise, to carry insurance of such kinds and in such amounts as they may deem advisable, at the expense of the estate or the trust estate; to compromise or otherwise adjust any claims against or in favor of my estate or my trust estate; to commence or defend such litigation with respect to my estate or my trust estate or any property of my estate or trust estate as they may deem advisable, at the expense of the trust estate or estate; to invest and reinvest in any kind of property real and personal without limitation to the class of investments which may be authorized by statute or rule of court, including corporate stocks, common and preferred, and including any common trust fund operated by a corporate trustee; and with respect to securities held by them, to vote, give proxies, and pay assessments or other charges, to participate in foreclosures, reorganizations, consolidations, mergers and liquidations, and incident thereto to deposit securities with and transfer title to any protective or other committee upon such terms as they may deem advisable, and to exercise or to sell stock subscription or conversion rights; to exercise in whole or in part any options which are in effect at the date of my death to purchase stock of any company and to borrow money from any person, bank or organization for the purpose of exercising such options and to pledge or mortgage other assets of my estate as security for such loan;

to retain and carry on any business in which I may own an interest at the time of my death, to acquire additional interest in any such business, to agree to the liquidation in kind of any corporation in which my estate or trust may have any interest and to carry on the business thereof, to join with other owners in adopting any form of management for any business or property in which my estate or trust may have an interest, to become or remain a partner, general or limited, or joint venturer in regard to any such business or property, to incorporate any such business or property and to hold the stock or other securities as an investment, and to employ agents and confer on them authority to manage and operate such business, property or corporation, without liability for the acts of any such agent or for any loss, liability or indebtedness of such business if the management is selected or retained with reasonable care; and to do all other acts which in the discretion of my Executors and of my Trustees may be necessary or appropriate for the proper and advantageous management, investment and distribution of my estate and trust estate, and no person dealing with my Executors or Trustees who shall purchase property from or lend money to my Executors or Trustees shall be under any obligation to inquire into the propriety or validity of such sale or loan nor to see to the application of the proceeds of such sale or loan.

D. I authorize and empower my Trustees to determine what is income or principal of the trust estate, and to charge

expenses of every kind, including by way of illustration but not of limitation, repairs, improvements, taxes, insurance, premiums on trustee's bonds, commissions and attorneys' fees, and to allocate and apportion said income and principal, and expenses as in their judgment is deemed best, and the determination of my Trustees with respect thereto shall be binding and conclusive upon all parties in interest.

E. My Executors or any Trustee shall be authorized to make any election or agreement permitted by any tax law, including the filing of joint returns, if in the opinion of such Executors or Trustee such election is for the combined best interests of my estate and the beneficiaries thereof, and may make or agree to make such apportionment of taxes as such Executors or Trustee may deem equitable under the circumstances.

F. Without liability for loss, my Executors and my Trustees shall have the power to lend money to the estate of my husband, A. P. DiGIULIAN, with or without security, and to purchase property of any character from the estate of my said husband, and to retain such property so long as my Executors and/or Trustees may deem it advisable, whether or not such property is of the class in which fiduciaries are authorized by law to invest.

G. My Executors and the Trustees of any trust provided for herein, other than the beneficiaries of this Will or under such trust, shall be entitled to compensation for its services in

accordance with a separate written agreement which I shall make.

SIXTH: If any trust created hereunder shall violate any applicable rule against perpetuities, accumulations, or any other similar rule or law, my Trustees are hereby directed to terminate such trust in whole or in part on the date limited by such rule or law, and thereupon the accumulated income and/or corpus held in such trust shall be distributed to the primary beneficiary or beneficiaries thereof, or if such primary beneficiary or beneficiaries shall have died prior thereto, then to the person or persons then living who would be entitled to receive such accumulated income and/or corpus of any such trust if it were then terminated in accordance with the terms of Article FOURTH hereinbefore set forth, notwithstanding any provision of this Will to the contrary.

SEVENTH: No interest of any beneficiary in the corpus or income of my estate or of any trust created hereunder shall be subject to assignment, alienation, pledge, attachment, or claims of creditors of such beneficiaries and may not otherwise be voluntarily or involuntarily alienated or encumbered by such beneficiary, except as may be otherwise expressly provided herein.

EIGHTH: I nominate and appoint my husband, ATTILIO P. DiGIULIAN and WILLIAM C. BAUKNIGHT of Fairfax County, Virginia, to serve as co-Executors under this Will. In the event that my said husband shall predecease me or shall fail to qualify, or having qualified, shall die, resign, or become incapacitated

during the period of administration of my estate, I nominate and appoint my son, JOHN P. DiGIULIAN to serve in his stead. In the event that William C. Bauknight shall predecease me or shall fail to qualify, or having qualified, shall die, resign, or become incapacitated during the period of administration of my estate, I nominate and appoint THOMAS J. MIDDLETON to serve in his stead.

NINTH: I nominate and appoint my daughter, CARLA DiGIULIAN and WILLIAM C. BAUKNIGHT to serve as Trustees of each trust established under Article THIRD of this Will. In the event that my said daughter shall predecease me or shall fail to qualify, or having qualified, shall die, resign, or become incapacitated during the period of administration of the trusts established under Article THIRD, I nominate and appoint my daughter, ANN DiGIULIAN BUTLER to serve in her stead. In the event that William C. Bauknight shall predecease me or shall fail to qualify, or having qualified, shall die, resign, or become incapacitated during the period of administration of the trusts established under Article THIRD, I nominate and appoint THOMAS J. MIDDLETON to serve in his stead.

TENTH: I nominate and appoint my husband, ATTILIO P. DiGIULIAN and WILLIAM C. BAUKNIGHT of Fairfax County, Virginia, to serve as the individual Trustees of all other trusts established under this Will. Further, I direct that Attilio P. DiGiulian and William C. Bauknight, or, if either or both of

them shall fail to qualify as a Trustee, the initial individual Trustees serving hereunder, appoint, to serve as the corporate trustee with them of all other trusts established under this Will, any bank or trust company qualified to act as a co-trustee of such trusts.

In the event that my said husband shall predecease me or shall fail to qualify, of having qualified, shall die, resign or become incapacitated during the period of administration of any of such other trusts established under this Will, I nominate and appoint my son, JOHN P. DiGIULIAN to serve in his stead. In the event that William C. Bauknight shall predecease me or shall fail to qualify, or having qualified, shall die, resign, or become incapacitated during the period of administration of any of such other trusts established under this Will, I nominate and appoint THOMAS J. MIDDLETON to serve in his stead. John P. DiGiulian and Thomas J. Middleton shall have the power to appoint their respective successor Trustees. If either John P. DiGiulian or Thomas J. Middleton shall die, resign, become incapacitated, or refuse to act further as an individual Trustee hereunder without having appointed his successor individual Trustee, the other individual Trustee may, but shall not be required to, appoint such a successor individual co-Trustee. Any appointment of a successor Trustee shall be made in writing, shall be acknowledged, and shall state the time or event when such appointment shall take effect. A copy of such appointment shall

be delivered to the primary beneficiaries of the respective trusts established under this Will. Any successor Trustee shall have all the duties and powers assumed and conferred in this Will upon the individual Trustees. In addition, any individual Trustee serving as a successor Trustee to John P. DiGiulian or William C. Bauknight under the terms of this Article may delegate all of his authority and responsibility to a corporate institution qualified to act as a Trustee. Any Trustee who shall so delegate his authority and responsibility shall not be responsible for the act of the successor Trustee.

ELEVENTH: I direct that any Executor or Trustee provided for under the terms of this Will be allowed to serve without giving any bond or other security for the faithful performance of his duties in any jurisdiction.

TWELFTH: Where appropriate, the masculine as used in this Will shall include the feminine and the neuter, the singular shall include the plural, and vice versa.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 10 day of March, 1966. For identification, I have initialled each of the foregoing pages of this Will which consists of nineteen (19) pages.

Inez Ayers DiGiulian (SEAL)
Inez Ayers DiGiulian

The foregoing instrument, consisting of nineteen (19) pages, was on this day of March, 1966, subscribed, sealed, published

and declared by the Testator to be her Last Will and Testament in our presence and in the presence of each of us, and we at the same time at her request, in her presence and in the presence of each other, have hereunto subscribed our names and residences as attesting witnesses, the day and year last above written.

John W. Phillips Residing at 10570 Main Street
Fairfax, Virginia

Gayle A. Battle Residing at 10613 Springmaid Dr.
Fairfax, Virginia

Thomas J. Middleton Residing at 9605 Sonja Ct.
Fairfax, Virginia

EXHIBIT NO. 6

SALES CONTRACT

Fairfax County, Virginia

July 8, 1977

THIS AGREEMENT OF SALE made this 8th day of July, 1977, between B. MARK FRIED and STANLEY LEVINE (hereinafter known as Purchasers) and INEZ A. DiGIULIAN, Sole Surviving Trustee (hereinafter known as Seller) and BENN, INC. (hereinafter known as Agent),

WITNESSETH:

That for and in consideration of the sum of ONE THOUSAND AND NO/100 DOLLARS ($1,000.00) by check payable to Seller, receipt of which is hereby acknowledged, the Purchasers agree to buy and the Seller agrees to sell for the sum of FORTY-SIX THOUSAND NINE HUNDRED EIGHTY AND NO/100 DOLLARS ($46,980.00), all that certain piece, parcel or lot of land, together with any improvements thereon, described as follows, to-wit:

> Located in Lee Magisterial District, Fairfax County, Virginia, containing approximately 15,660 square feet of ground, fronting on Loisdale Court, State Route #638, in Springfield, Virginia. Said property is shown as Parcel 41-A, as circled in red on the plat of John P. DiGiulian, Certified Land Surveyor, dated April 1964, which is attached as Exhibit "A" and made a part of this contract. The conveyance includes all improvements, appurtenances, easements and rights-of-way.

If a survey made by a certified surveyor at Purchasers' expense shows that the property contains more or less than that stated above, the price shall be adjusted based on a rate of: $3.00 per square foot. The full report of said survey shall be made to Seller.

TERMS OF SALE:

(1) The Purchasers agree to pay ELEVEN THOUSAND NINE HUNDRED EIGHTY AND NO/100 DOLLARS ($11,980.00) of the purchase price by cashier's check, payable to Seller's attorney, at date of conveyance of which payment the above deposit is a part.

F. WILLIAM DOWDY
Attorney and Counselor at Law
THE EXECUTIVE BUILDING
SPRINGFIELD, VA. 22150

(2) The Purchasers, or in the event of assignment, the assignee is to give a first deed of trust secured solely and only on said premises for THIRTY-FIVE THOUSAND AND NO/100 DOLLARS ($35,000.00), being the remainder of the purchase price. Deed of trust note shall bear interest at the rate of Eight per centum (8%) per annum, payable annually with no personal liability thereon. The principal shall be paid in four (4) equal annual installments plus interest, the first payment to be made two (2) years after settlement. Said deed of trust shall also provide for the Purchasers' right of prepayment in any amounts without penalty at any time except that no additional payment over twenty-nine per cent (29%) of the contract price shall be made within the calendar year of settlement unless the entire purchase price is paid in year of settlement, and any prepayment shall be applied to the next succeeding curtailments due.

The Trustees in the deferred purchase money deed of trust shall be John P. DiGiulian and T. William Dowdy.

This Contract may not be assigned by the Purchasers without the written consent of the Seller, except to an entity in which Purchasers own at least fifty-one per cent (51%)

(3) The deed of trust shall contain a provision requiring the Trustee thereunder, without the necessity of obtaining the prior consent of the deed of trust noteholder to:

(a) Sign plats of subdivision as desired by Purchasers or assigns; and

(b) Execute and join in the granting of any easements, rights-of-ways, and/or dedications as may be necessary or required by Town, Municipal, State, County, and/or Federal authorities and/or public utility companies for the purpose of acquiring and obtaining public utilities, sanitary sewer and/or storm sewer, water facilities and/or public roads or rights-of-way to and upon the subject property upon such terms as agreed to in writing by the Seller. Either trustee may act on behalf of the noteholder in execution of all instruments, including but not limited to those referred to a and b, for a consideration of $50.00 per instrument, to be paid by the Purchasers.

(4) This contract is subject and contingent upon the subject property being rezoned by appropriate authorities for Fairfax County, to the designation presently known as CD-CG, IL or IG or other category acceptable to Purchasers. The forfeiture provisions of paragraph (11) hereof shall apply regardless of the status of the rezoning. In the event Purchasers have not, at their expense, filed a zoning application and taken all other action required by Fairfax County for rezoning the subject property to one of the aforestated categories on or before October 14, 1977, then this Contract becomes null and void on said day and the deposit shall be forfeited to the Seller.

(5) Purchasers shall have the right until October 14, 1977 to perform, at their expense, any soil tests, economic studies, including but not limited to on and off-site development costs, and engineering studies, satisfactory to Purchasers, and within the sole discretion of Purchasers, and in the event that said tests and studies do not warrant, in the sole discretion of the Purchasers the development of the subject property, then and in such event the Purchasers shall have the right, until October 14, 1977, to terminate this contract by written notice to the Seller, however, Purchasers agree that the deposit shall be forfeited to the Seller, and all parties shall be relieved of further liability hereunder.

(6) This agreement is contingent upon Purchasers being able to acquire by contract on or before July 25, 1977, the parcels located in the same general area and shown as Parcels 40, 41, 42, and 45 on Exhibit "A", on the same general terms and conditions as this contract. The parties agree that it is a condition of this agreement that Purchasers shall acquire not only the subject parcel but also the other parcels listed in this paragraph, and Purchasers may ~~not~~ waive this contingency.

JAD
JAD
SL
PM

(7) Purchasers shall have the right of access to the said property prior to settlement for purposes of performing engineering work and tests incident to planning for development of the land. Full report of said tests shall be made to Seller. However, in the event the Purchasers or assigns, or anyone being on the Seller's property at the Purchasers'

request, causes damage, the Purchasers shall be liable for any such damage; and further agrees not to unreasonably disturb or inconvenience any parties living thereon.

(8) The property is sold free of encumbrances except as aforesaid; title is to be good of record and in fact, subject, however, to covenants, conditions, restrictions and rights-of-way of record. Purchasers shall be responsible after the time of settlement for the removal of any restrictions and/or re-location of any rights-of-way which may adversely affect the development of the property. In the event the title is not good of record, said deposit is to be returned and sale declared off at the option of the Purchasers, unless the defects are of such character that they may be remedied by legal action, but the Seller and Agent are hereby expressly released from all liability for damages by reason of any defect in the title. In case legal steps are necessary to perfect the title, such action must be taken by the Seller promptly at her own expense, whereupon the time herein specified for full settlement by the Purchasers will thereby be extended for the period necessary for such prompt action.

(9) Taxes, general and special, together with all rents from improvements, if any, shall be pro rated at the time of settlement. On or before November 15, 1977, the Purchasers shall pay to the Seller the estimated real estate taxes on the subject property for the entire fifteen month period from the date Seller accepts this Contract until October 13, 1978. The estimate of the real estate taxes shall be reasonable and made solely by the Seller. Purchasers shall receive a credit at settlement for excess prepaid taxes based on the Seller's estimate and also if settlement is prior to October 13, 1978.

(10) Seller shall have prepared at her expense, the usual deed of bargain and sale with special warranty, in proper statutory form for recording and shall be duly executed and acknowledged so as to convey to the Purchasers a fee simple, marketable title to the premises free of all encumbrances except as herein stated. Examination of title and all recording

charges shall be at the expense of the Purchasers, who shall also pay for the preparation of the deferred purchase money note and deed of trust. The Seller shall pay the usual state transfer tax on the deed. All recordation fees are to be paid by the Purchasers, including the payment of the recording fee of the deed of trust.

(11) On or before October 13, 1978, the Seller and Purchasers are required and agree to make full settlement in accordance with the terms hereof. If the Purchasers shall fail to do so, regardless as to whether the property has been rezoned according to paragraph (4), the deposit herein provided for and prepaid real estate taxes shall be forfeited as liquidated damages to the Seller, and all parties released from further liability hereunder. But it is specifically understood that the Agent is expressly released from all liability by both Purchasers and Seller for failure of either party to comply with this Sales Contract.

(12) Settlement is to be made at the office of T. William Dowdy, The Executive Building, Suite 203, Springfield, Virginia 22150, and the deposit with the attorney by cashier's check of the purchase money, the deed of conveyance for execution and such other papers as are required of either party by the terms of this contract shall be considered good and sufficient tender of performance of the terms hereof.

(13) This contract shall become null and void as of the mandatory settlement date. The Purchasers acknowledge that in the event this Contract is recorded by the Purchasers or their assigns, the Purchasers shall be liable to the Seller for treble damages in the event legal action results and an adverse legal determination is made against the Purchasers. Possession is to be given at settlement.

(14) The Purchasers and Seller agree that the real estate broker in this transaction is Benn, Inc., and the Seller agrees to pay any and all commissions due Benn, Inc. as a result of this transaction under certain specific terms of a separate agreement.

(15) The risk of loss or damage to said property by fire or other casualty until the date of settlement is assumed by the Seller.

(16) Time is of the essence as to all dates in this Contract.

(17) The principals to this contract mutually agree that it shall be binding upon their respective heirs, executors, administrators or assigns. The provisions of this contract shall survive the execution and delivery of the deed aforesaid and shall not be merged therein.

(18) This contract when ratified by the Seller contains the final and entire agreement between the parties hereto and they shall not be bound by any terms, conditions, statements, or representations, oral or written, not herein contained. It is understood that Agent is in no way responsible for defects, ommissions, or alterations pertaining to the property being conveyed herein. Agent represents Purchasers in capacity of broker only.

(19) This offer shall be withdrawn by the Purchasers if not accepted by the Seller on or before July 25, 1977. SAD SL

We, the undersigned, hereby ratify, accept and agree to the above memorandum of sale and acknowledge it to be our Contract. Witness the following signatures and seals:

7/8/77
Date

B. Mark Fried (SEAL)
B. MARK FRIED - PURCHASER

7/8/77
Date

Stanley Levine (SEAL)
STANLEY LEVINE - PURCHASER

July 25, 1977
Date

Inez A. DiGiulian (SEAL)
INEZ A. DiGIULIAN, Sole Surviving Trustee - SELLER

7/29/77
Date

BENNY, INC. - AGENT
By: Benny
President

STATE OF VIRGINIA

COUNTY OF FAIRFAX, to-wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid do hereby certify that B. MARK FRIED and STANLEY LEVINE did personally appear before me in my State and County aforesaid and acknowledged the foregoing Contract.

Given under my hand and notarial seal this 8th day of July, 1977.

My commission expires: March 27, 1981.

Joanne A. Crist
Notary Public

IMPRESS SEAL HERE:

Tax Paid 68.10
Sec 53-54
Sec 55-63

This instrument with certificate annexed, with plat attached admitted to record-Office of Circuit Court

Fairfax County, Va. DEC 20 1978 at 8:26 A.

Testes James E. Hoyt Jr. Clerk

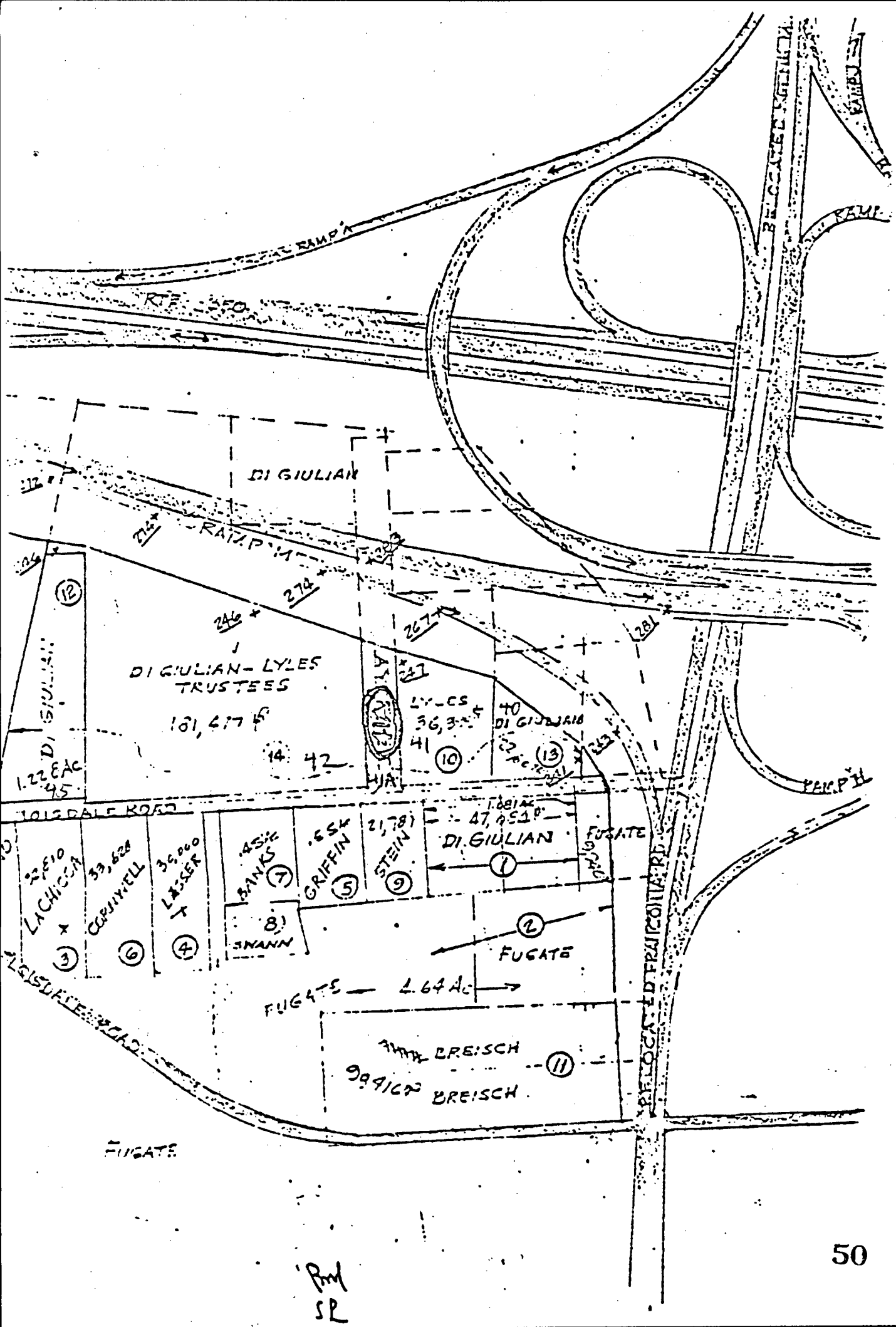

RTE 350
RAMP
DI GIULIAN
DI GIULIAN- LYLES TRUSTEES
181,477 SF
1.22 EAC
LYLES
36,3
40
41
42
45
14
12
10
13
1.681 AC
47,951 SF
DI GIULIAN
FUGATE
LACHICA
CARNWELL
LASSER
BANKS
GRIFFIN
STEIN
SNANN
3
6
4
7
5
9
8
1
2
FUGATE
2.64 AC
BREISCH
99,916 SF
11
DI FRUSCIOLA RD
FUGATE

EXHIBIT NO. 7

SALES CONTRACT

Fairfax County, Virginia

July 8, 1977

THIS AGREEMENT OF SALE made this 8th day of July, 1977, between B. MARK FRIED and STANLEY LEVINE (hereinafter known as Purchasers) and INEZ A. DiGIULIAN, Sole Surviving Trustee (hereinafter known as Seller) and BENN, INC. (hereinafter known as Agent),

WITNESSETH:

That for and in consideration of the sum of ONE THOUSAND AND NO/100 DOLLARS ($1,000.00) by check payable to the Seller, receipt of which is hereby acknowledged, the Purchasers agree to buy and the Seller agrees to sell for the sum of FIVE HUNDRED FORTY-THREE THOUSAND EIGHT HUNDRED FORTY AND NO/100 DOLLARS ($543,840.00), all that certain piece, parcel or lot of land, together with any improvements thereon, described as follows, to-wit:

> Located in Lee Magisterial District, Fairfax County, Virginia, containing approximately 181,280 square feet of ground, fronting on Loisdale Court, State Route #638, in Springfield, Virginia. Said property is shown as Parcel 42 circled in red on the plat of John P. DiGiulian, Certified Land Surveyor, dated April 1964, which is attached as Exhibit "A" and made a part of this contract. The conveyance includes all improvements, appurtenances, easements and rights-of-way.

If a survey made by a certified surveyor at Purchasers' expense shows that the property contains more or less than that stated above, the price shall be adjusted based on a rate of: $3.00 per square foot. The full report of said survey shall be made to Seller.

TERMS OF SALE:

(1) The Purchasers agree to pay ONE HUNDRED FORTY-THREE THOUSAND EIGHT HUNDRED FORTY AND NO/100 DOLLARS ($143,840.00) of the purchase price by cashiers check, payable to Seller's attorney, at date of conveyance of which payment the above deposit is a part.

(2) The Purchasers, or in the event of assignment, the assignee is to give a first deed of trust secured solely and only on said premises for FOUR HUNDRED THOUSAND AND NO/100 DOLLARS ($400,000.00), being the remainder of the purchase price. Deed of trust note shall bear interest at the rate of Eight per centum (8%) per annum, payable annually with no personal liability thereon. The principal shall be paid in four (4) equal annual installments plus interest, the first payment to be made two (2) years after settlement. Said deed of trust shall also provide for the Purchasers' right of prepayment in any amounts without penalty at any time except that no additional payment over twenty-nine per cent (29%) of the contract price shall be made within the calendar year of settlement unless the entire purchase price is paid in year of settlement, and any prepayment shall be applied to the next succeeding curtailments due.

The Trustees in the deferred purchase money deed of trust shall be John P. DiGiulian and T. William Dowdy.

This Contract may not be assigned by the Purchasers without the written consent of the Seller, except to an entity in which Purchasers own at least fifty-one per cent (51%).

(3) The deed of trust shall contain a provision requiring the Trustee thereunder, without the necessity of obtaining the prior consent of the deed of trust noteholder to:

(a) Sign plats of subdivision as desired by Purchasers or assigns; and

(b) Execute and join in the granting of any easements, rights-of-way, and/or dedications as may be necessary or required by Town, Municipal, State, County, and/or Federal authorities and/or public utility companies for the purpose of acquiring and obtaining public utilities, sanitary sewer and/or storm sewer, water facilities and/or public roads or rights-of-way to and upon the subject property without requiring any payment other than those release provisions of paragraph (4) of this Contract to be incorporated into the deed of trust. Either trustee may act on behalf of the noteholder in execution of all instruments, including but not limited to those referred to a and b, for a consideration of $50.00 per instrument, to be paid by the Purchasers.

(4) The deed of trust shall provide all monies paid at settlement and all monies paid upon the principal of the notes secured hereby shall entitle the Purchasers or their assigns to release of land at the rate of $3.75 per square foot at any time requested, whether such request be made at the time of payment or subsequent to payment. All payments made for releases shall be for contiguous land starting at one edge of the property for the full depth thereof, to be selected by Purchasers. It is agreed that with respect to land released, the rear acreage must be provided access by a dedicated street or 50 foot right-of-way, and that at no time shall the unreleased frontage be less than 100 feet.

(5) This contract is subject and contingent upon the subject property being rezoned by appropriate authorities for Fairfax County, to the designation presently known as CD-CG, IL or IG or other category acceptable to Purchasers. The forfeiture provisions of paragraph (12) hereof shall apply regardless of the status of the rezoning. In the event Purchasers have not, at their expense, filed a zoning application and taken all other action required by Fairfax County for rezoning the subject property to one of the aforestated categories on or before October 14, 1977, then this Contract becomes null and void on said day and the deposit shall be forfeited to the Seller.

(6) Purchasers shall have the right until October 14, 1977 to perform, at their expense, any soil tests, economic studies, including but not limited to on and off-site development costs, and engineering studies, satisfactory to Purchasers, and within the sole discretion of Purchasers, and in the event that said tests and studies do not warrant, in the sole discretion of the Purchasers the development of the subject property, then and in such event the Purchasers shall have the right, until October 14, 1977, to terminate this contract by written notice to the Seller, however, Purchasers agree that the deposit shall be forfeited to the Seller, and all parties shall be relieved of further liability hereunder.

(7) This agreement is contingent upon Purchasers being able to acquire by contract on or before July 25, 1977, the parcels located in the same general area and shown as Parcels 40, 41, 41-A, and 45 on Exhibit "A", on the same general terms and conditions as this contract. The parties agree that it is a condition of this agreement that Purchasers shall acquire not only the subject parcel but also the other parcels listed in this paragraph, and Purchasers may ~~not~~ waive this contingency.

(8) Purchasers shall have the right of access to the said property prior to settlement for purposes of performing engineering work and tests incident to planning for development of the land. Full report of said tests shall be made to Seller. However, in the event the Purchasers or assigns, or anyone being on the Seller's property at the Purchasers' request, causes damage, the Purchasers shall be liable for any such damage; and further agrees not to unreasonably disturb or inconvenience any parties living thereon.

(9) The property is sold free of encumbrances except as aforesaid; title is to be good of record and in fact, subject, however, to covenants, conditions, restrictions and rights-of-way of record. Purchasers shall be responsible after the time of settlement for the removal of any restrictions and/or re-location of any rights-of-way which may adversely affect the development of the property. In the event the title is not good of record, said deposit is to be returned and sale declared off at the option of the Purchasers, unless the defects are of such character that they may be remedied by legal action, but the Seller and Agent are hereby expressly released from all liability for damages by reason of any defect in the title. In case legal steps are necessary to perfect the title, such action must be taken by the Seller promptly at her own expense, whereupon the time herein specified for full settlement by the Purchasers will thereby be extended for the period necessary for such prompt action.

(10) Taxes, general and special, together with all rents from improvements, if any, shall be pro rated at the time of settlement.

On or before November 15, 1977, the Purchasers shall pay to the Seller the estimated real estate taxes on the subject property for the entire fifteen month period from the date Seller accepts this Contract until October 13, 1978. The estimate of the real estate taxes shall be reasonable and made solely by the Seller. Purchasers shall receive a credit at settlement for excess prepaid taxes based on the Seller's estimate and also if settlement is prior to October 13, 1978.

(11) Seller shall have prepared at her expense, the usual deed of bargain and sale with special warranty, in proper statutory form for recording and shall be duly executed and acknowledged so as to convey to the Purchasers a fee simple, marketable title to the premises free of all encumbrances except as herein stated. Examination of title and all recording charges shall be at the expense of the Purchasers, who shall also pay for the preparation of the deferred purchase money note and deed of trust. The Seller shall pay the usual state transfer tax on the deed. All recordation fees are to be paid by the Purchasers, including the payment of the recording fee of the deed of trust.

(12) On or before October 13, 1978, the Seller and Purchasers are required and agree to make full settlement in accordance with the terms hereof. If the Purchasers shall fail to do so, regardless as to whether the property has been rezoned according to paragraph (5), the deposit herein provided for and prepaid real estate taxes shall be forfeited as liquidated damages to the Seller, and all parties released from further liability hereunder. But it is specifically understood that the Agent is expressly released from all liability by both Purchasers and Seller for failure of either party to comply with this Sales Contract.

(13) Settlement is to be made at the office of T. William Dowdy, The Executive Building, Suite 203, Springfield, Virginia 22150, and the deposit with the attorney by cashier's check of the purchase money, the deed of conveyance for execution and such other papers as are required of either party by the terms of this contract shall be considered good and sufficient tender of performance of the terms hereof.

(14) This contract shall become null and void as of the mandatory settlement date. The Purchasers acknowledge that in the event this Contract is recorded by the Purchasers or their assigns, the Purchasers shall be liable to the Seller for treble damages in the event legal action results and an adverse legal determination is made against the Purchasers. Possession is to be given at settlement.

(15) The Purchasers and Seller agree that the real estate broker in this transaction is Benn, Inc., and the Seller agrees to pay any and all commissions due Benn, Inc. as a result of this transaction under certain specific terms of a separate agreement.

(16) The risk of loss or damage to said property by fire or other casualty until the date of settlement is assumed by the Seller.

(17) Time is of the essence as to all dates in this Contract.

(18) The principals to this contract mutually agree that it shall be binding upon their respective heirs, executors, administrators or assigns. The provisions of this contract shall survive the execution and delivery of the deed aforesaid and shall not be merged therein.

(19) This contract when ratified by the Seller contains the final and entire agreement between the parties hereto and they shall not be bound by any terms, conditions, statements, or representations, oral or written, not herein contained. It is understood that Agent is in no way responsible for defects, ommissions, or alterations pertaining to the property being conveyed herein. Agent represents Purchasers in capacity of broker only.

(20) This offer shall be withdrawn by the Purchasers if not accepted by the Seller on or before July 25, 1977. DAD Bond SL

We, the undersigned, hereby ratify, accept and agree to the above memorandum of sale and acknowledge it to be our Contract. Witness the following signatures and seals:

7/8/77 — B Mark Fried (SEAL)
Date — B. MARK FRIED - PURCHASER

7/8/77 — Stanley Levine (SEAL)
Date — STANLEY LEVINE - PURCHASER

July 25, 1977
Date

Inez A. DiGiulian (SEAL)
INEZ A. DiGIULIAN, Sole Surviving
Trustee - SELLER

BENN, INC. - AGENT
By: [illegible]
President

7/29/77
Date

~~CORPORATE SEAL~~
~~ATTEST~~

~~Secretary~~

STATE OF VIRGINIA

COUNTY OF FAIRFAX, to-wit:

I, the undersigned, a Notary Public in and for the State and County aforesaid do hereby certify that B. MARK FRIED and STANLEY LEVINE did personally appear before me in my State and County aforesaid and acknowledged the foregoing Contract.

Given under my hand and notarial seal this 8th day of July, 1977.

My commission expires: March 27, 1981.

Joanne A. Aist
Notary Public

Tax Paid $60.10
53-54 1286.70
53-55 573.57
573,333.00

IMPRESS SEAL HERE:

This instrument with certificate annexed, with plat attached admitted to record-Office of Circuit Court Fairfax County, Va. DEC 20 1978 at 8.29A m

Testes James E. Hoffman Clerk

57

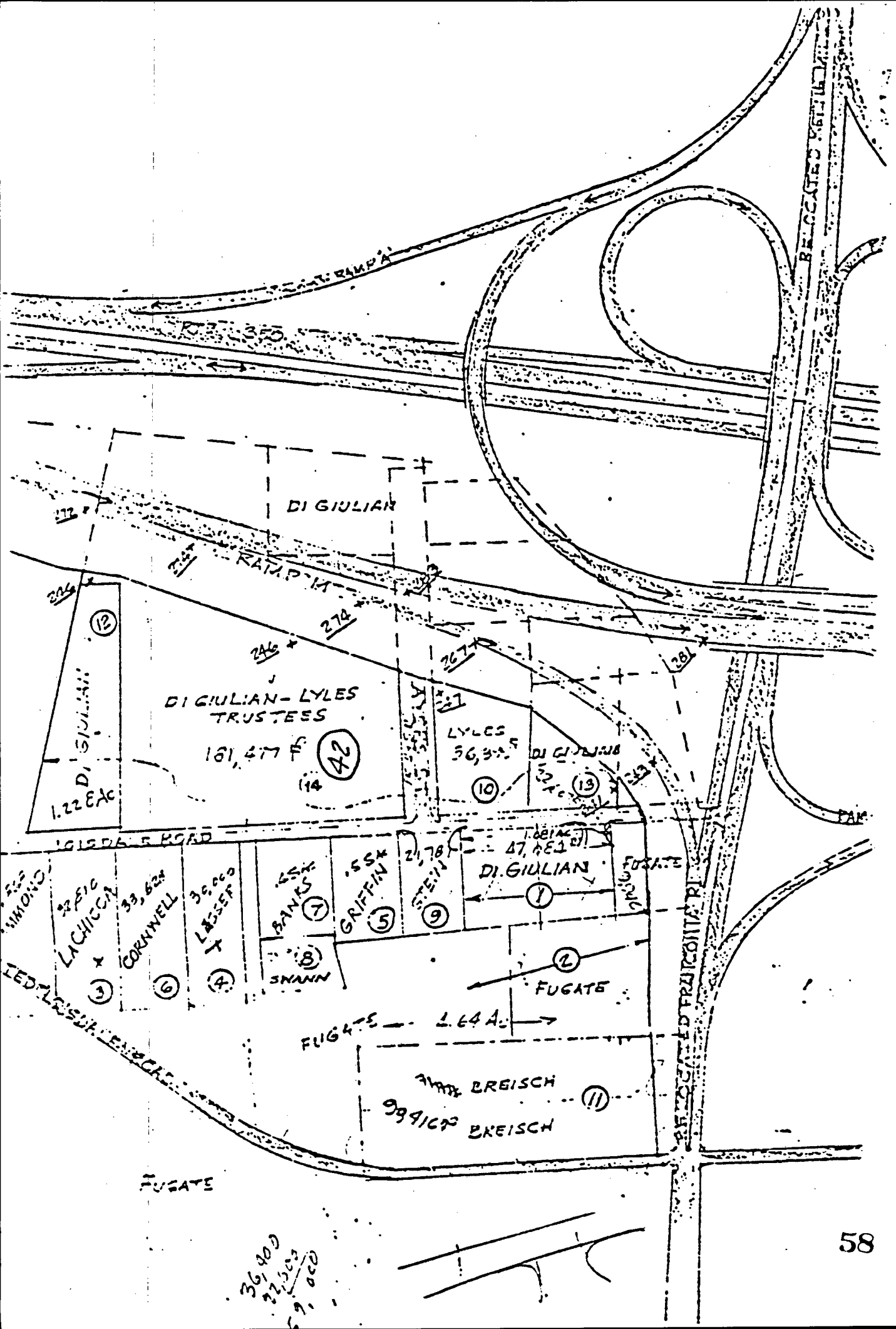

RAMP A
RT. 35
DI GIULIAN
RAMP M
DI GIULIAN - LYLES TRUSTEES
161,477 SF
42
114
12
1.22 ACS
LYLES
10
13
DI GIULIAN
47,481
1
FUGATE
LACHICCA
33,624
CORNWELL
LASSEF
BANKS
7
GRIFFIN
5
9
8
SHANN
3
6
4
2
FUGATE
1.64 AC
BREISCH
11
BREISCH
FUGATE

EXHIBIT NO. 11

AMENDMENT TO SALES CONTRACT
BY AND BETWEEN
B. MARK FRIED AND STANLEY LEVINE, PURCHASERS
AND
INEZ A. DiGIULIAN, SELLER
DATED JULY 8, 1977
(PARCEL 41-A)

WHEREAS, the Contract was delayed in being accepted by Seller and the Ninety (90) day engineering period originally contemplated is not now feasible, and

WHEREAS, the deadline for completion of the engineering studies and for the filing of a rezoning application is October 14, 1977, and a fully executed copy of the Contract was not returned to Purchaser until Monday, August 1, 1977, and,

WHEREAS, all parties think that it would be reasonable to extend the October 14, 1977 deadline for completion of the engineering studies and for the filing of a rezoning application to October 31, 1977,

NOW THEREFORE, in consideration of the mutual covenants of the parties hereto and other good and valuable consideration, it is hereby agreed as follows:

1. The date of October 14, 1977 wherever it shall appear in paragraph (4) of the Contract shall be deleted and the date of October 31, 1977 shall be substituted.

2. The date of October 14, 1977 wherever it shall appear in paragraph (5) of the Contract shall be deleted and the date of October 31, 1977 shall be substituted.

3. All other terms and conditions of the Contract shall remain in full force and effect.

WITNESS the following signatures and seals.

DATE: _____ _____
INEZ A. DiGIULIAN, SELLER

DATE: 8/4/77 _____
B. MARK FRIED, PURCHASER

DATE: 8/4/77 _____
STANLEY LEVINE, PURCHASER

EXHIBIT NO. 12

AMENDMENT TO SALES CONTRACT
BY AND BETWEEN
B. MARK FRIED AND STANLEY LEVINE, PURCHASERS
AND
INEZ A. DiGIULIAN, SELLER
DATED JULY 8, 1977
(PARCEL 42)

WHEREAS, the Contract was delayed in being accepted by Seller and the Ninety (90) day engineering period originally contemplated is not now feasible, and

WHEREAS, the deadline for completion of the engineering studies and for the filing of a rezoning application is October 14, 1977, and a fully executed copy of the Contract was not returned to Purchaser until Monday, August 1, 1977, and,

WHEREAS, all parties think that it would be reasonable to extend the October 14, 1977 deadline for completion of the engineering studies and for the filing of a rezoning application to October 31, 1977,

NOW THEREFORE, in consideration of the mutual covenants of the parties hereto and other good and valuable consideration, it is hereby agreed as follows:

1. The date of October 14, 1977 wherever it shall appear in paragraph (5) of the Contract shall be deleted and the date of October 31, 1977 shall be substituted.

2. The date of October 14, 1977 wherever it shall appear in paragraph (6) of the Contract shall be deleted and the date of October 31, 1977 shall be substituted.

3. All other terms and conditions of the Contract shall remain in full force and effect.

WITNESS the following signatures and seals.

DATE: _____	_____ INEZ A. DiGIULIAN, SELLER
DATE: 8/4/77	_____ B. MARK FRIED, PURCHASER
DATE: 8/4/77	_____ STANLEY LEVINE, PURCHASER

EXHIBIT NO. 16

STATEMENT OF JUSTIFICATION

Part of this property already enjoys the category of CG zoning and the balance is zoned RE-1. However, the Adopted Land Use Plan for this property designates this area for commercial development. Due to its proximity to I-95 and the fact that the commercial nature of the southeastern quadrant of I-95 and Franconia Road has already been set by existing development emanating from the Springfield Mall, CD zoning of the entire tract is justified and is the highest and best use of the property.

B. Mark Fried Trustee

B. MARK FRIED, TRUSTEE
APPLICANT

DATE: 10/26/77

I certify that this is a true copy of the original. A copy teste.

Deputy Zoning Administrator 6-28-79
Date

EXHIBIT NO. 17

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX

APPLICATION FOR ZONING MAP AMENDMENT

NO. 77 L 1117
YR. DIST. NO.

PETITION

TO: THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

I (We), B. MARK FRIED, TRUSTEE, the applicant(s), of 6592 Springfield Mall, Springfield, Virginia, 22150 hereby petition you to adopt an ordinance amending the Zoning Map of Fairfax County, Virginia, by reclassifying from the RE-1 and CG District to the CD District the property described below and outlined in red on the Zoning Section Sheet(s) accompanying and made a part of this application.

PROPERTY DESCRIPTION

LEGAL DESCRIPTION: (If metes and bounds, attach copy)

See Attached Description

Lot(s). Block(s) Subdivision Deed Book Page No.

NAME(S) AND ADDRESS(ES) OF OWNER(S) OF RECORD

Inez A. DiGiulian, The Coves, Hume, Virginia 22639

Wilmer E. Lyles, 5914 Dinwiddie Street, Springfield, Virginia 22150

TAX MAP DESCRIPTION:

90-2((1)) parcels 40, 41, 41A, 42 and 45 7.3754 acres

Map No. Subdiv. Desig. Block(s) Parcel(s) Total Area (Ac. or Sq. Ft.)

POSTAL ADDRESS (if any) DESCRIPTION:
6422 Loisdale Ct. (parcel 40); 6430 Loisdale Ct. (parcel 41); 6500 Loisdale Ct. (Parcel 42)
~~6530 Loisdale Ct. (Parcel 45)~~ Springfield, Virginia 22150

No and Street P.O. Zip Code

ADVERTISING DESCRIPTION: (Example: South side of Route 236 approximately 1000 feet west of Route 784)

Parcels 40, 41, 41A, 42 and 45 all front on Loisdale Court and back up to the I-95 right of way. The parcels are across Loisdale Ct. from the Coakley & Williams high rise office building and the new high rise hotel.

PRESENT USE: ~~All parcels vacant except parcel 45 which is tenant occupied.~~

PROPOSED USE: Retail

SUPERVISORS DISTRICT Lee AREA PLAN IV

AFFIDAVIT

If the applicant is the contract purchaser, the date of the contract is the 25th day of July, 19 77, and the expiration date thereof is the 13th day of October, 19 78.

I, B. MARK FRIED, Trustee, do hereby make oath or affirmation that to the best of my knowledge and belief the foregoing information contained in this application is true, and:

1. (a) That the following constitutes a listing of names and last known addresses of all applicants, title owners, contract purchasers, or lessees of the land described in the application, and if any of the foregoing is a trustee, each beneficiary having an interest in such land, and all attorneys, real estate brokers, and all agents who have acted on behalf of any of the foregoing with respect to the application:

Name	Address	Relationship
Inez A. DiGiulian, The Coves, Hume, Virginia 22639		Owner
Wilmer E. Lyles, 5914 Dinwiddie St., Springfield, Va. 22150		Owner
B. Mark Fried, Trustee, 6592 Springfield Mall, Springfield, Va.		Contract Purchaser/ Applicant
Benn, Inc. 6623 Backlick Rd., Springfield, Va.	Broker	
Huntley Associates, Inc. 400 N. Washington St. Falls Church, Va.		Engineer
Fried, Fried & Klewans, P.O. Box 215, Springfield, Va.		Attorneys
Stanley Levine, 6592 Springfield Mall, Springfield, Va.		Beneficiary
Samuel N. Klewans, 6592 Springfield Mall, Springfield, Va.		Beneficiary
Lawrence Flint, 6530 Loisdale Court, Springfield, Virginia		Tenant

I certify that this is a true copy of the original. A copy testa

Deputy Zoning Administrator 6-28-79
Date

(b) That the following constitutes a listing of the shareholders of all corporations of the foregoing who own ten (10) per cent or more of any class of stock issued by said corporation, and where such corporation has ten (10) or less shareholders, a listing of all the shareholders:

Name	Address	Relationship
Gwendolyn Benn, 6623 Backlick Road, Springfield, Virginia		Shareholder
Charles J. Huntley, 400 N. Washington Street, Falls Church, Va.		Shareholder

(c) That the following constitutes a listing of all partners, both general and limited, in any limited partnership of the foregoing:

Name	Address	Relationship
None		

2. That no member of the Fairfax County Board of Supervisors or Planning Commission owns or has any interest in the land to be rezoned or has any interest in the outcome of the decision,

EXCEPT AS FOLLOWS: (If none, so state)

None

That within the five (5) years prior to the filing of this application, no member of the Fairfax County Board of Supervisors or Planning Commission or any member of his immediate household and family, either directly or by way of partnership in which any of them is a partner, employee, agent or attorney, or through a partner of any of them, or through a corporation in which any of them is an officer, director, employee, agent or attorney or holds outstanding bonds or shares of stock with a value in excess of fifty dollars ($50.00), has or has had any business or financial relationship, other than ordinary depositor or customer relationship with or by a retail establishment, public utility or bank, including any gift or donation having a value of fifty dollars ($50.00) or more with any of those listed in Par. 1 above,

EXCEPT AS FOLLOWS: (If none, so state)

None

WITNESS the following signature this 26th day of October, 19 77.

451-1011
Applicant Phone Number

Mark Fried Trustee
Applicant Signature

The above affidavit was subscribed and confirmed by oath or affirmation before me this 26th day of October, 19 77, in the County of Fairfax in the State of Virginia.

Joanne A Crist
Notary Public

My commission expires: March 27, 1981.

EXHIBIT NO. 18

At a regul meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Room in the Massey Building at Fairfax, Virginia on the 19 day of June , 1978, the following ordinance was adopted:

AN ORDINANCE AMENDING THE ZONING ORDINANCE
(PROPOSAL NO. 77-L-117)

WHEREAS, B. Mark Fried, Trustee filed in prope form, an application requesting the zoning of a certain parcel of land hereinafter described, from RE-1 & C-G District to C-D District, and

WHEREAS, at a duly called public hearing the Planning Commission considered the application and the propriety of amending the Zoning Ordinance in accordance therewith, and thereafter did submit to this Board its recommendation, and

WHEREAS, this Board has today held a duly called public hearing and after due consideration of the reports, recommendation, testimony and facts pertinent to the proposed amendment, the Board is of the opinion that the Ordinance should be amended,

NOW, THEREFORE, BE IT ORDAINED, that that certain parcel of land situated in the Lee District, and more particularly described as follows: See attached legal description.
Be, and hereby is, zoned to the C-D District, and said property is subject to the use regulations of said C-D District, and further restricted by the conditions proffered and accepted pursuant to Va. Code Ann., § 15.1-491(a), which conditions are incorporated int the Zoning Ordinance as it affects said parcel, and

BE IT FURTHER ENACTED, that the boundaries of the Zoning Map heretofore adopted as a part of the Zoning Ordinance be, and they hereby are, amended in accordance with this enactment and that said zoning map shall annotate and incorporate by reference the additional conditions governing said parcel.

GIVEN under my hand this 19 day of June , 19 78

Ethel Wilcox Register
Ethel Wilcox Register
Clerk to the Board

A Copy-Testes

6/22/78
Date

Ethel Wilcox Register
Clerk Board of
Supervisors

EXHIBIT NO. 19

DESCRIPTION OF THE LANDS OF DI GIULIAN AND LYLES
LEE DISTRICT, FAIRFAX COUNTY, VIRGINIA

BEGINNING at a point in the westerly line of LOISDALE COURT (Route #638), said point being the northeasterly corner of THE LAND OF HUNTER;

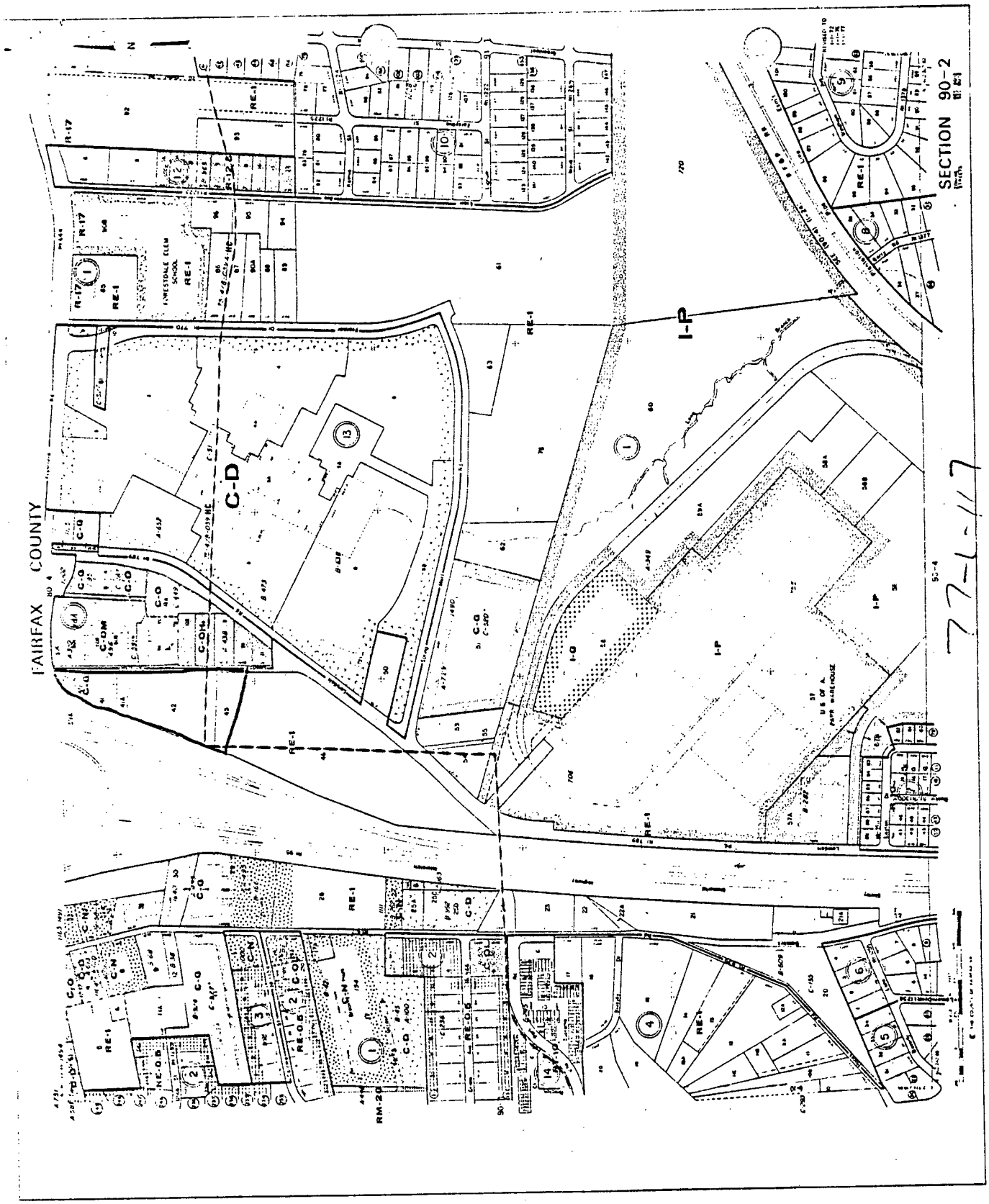
THENCE departing the westerly line of LOISDALE COURT and running with the northerly line of HUNTER N 76° 44' 25" W 493.00 feet to a point in the easterly line of SHIRLEY MEMORIAL HIGHWAY (Interstate Route #95), said point being the northwesterly corner of HUNTER;

THENCE running with the easterly line of SHIRLEY MEMORIAL HIGHWAY the following courses and distances:
N 12° 53' 31" E 55.48 feet to a point, N 21° 03' 31" E 560.27 feet to a point, N 16° 34' 36" E 61.24 feet to a point, N 16° 34' 09" E 187.59 feet to a point, N 34° 02' 23" E 164.99 feet to a point and N 61° 28' 30" E 113.95 feet to a point in the aforementioned westerly line of LOISDALE COURT;

THENCE running with the westerly line of LOISDALE COURT S00° 08' 21" E 1119.64 feet to the point of BEGINNING CONTAINING 7.3754 ACRES.

I certify that this is a true copy of the original. A copy teste.

Deputy Zoning Administrator 6-28-79 Date

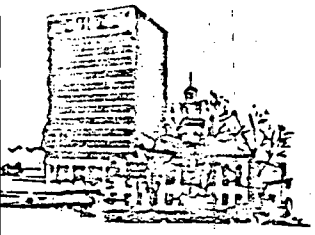


77-L-117

I certify that this is a true copy of the original. A copy teste.

Deputy Zoning Administrator 6-25-79 Date

EXHIBIT NO. 20



COMMONWEALTH OF VIRGINIA

COUNTY OF FAIRFAX

4100 CHAIN BRIDGE ROAD
FAIRFAX, VIRGINIA 22030

June 22, 1978

Mr. B. Mark Fried
Post Office Box 215
Springfield, Virginia 22150

Re: Proposal No. 77-L-117

Dear Mr. Fried:

Enclosed you will find a copy of an Ordinance adopted by the Board of Supervisors at its meeting on June 19, 1978, granting, as proffered, Proposal No. 77-L-117 in the name of B. Mark Fried, Trustee, to rezone certain land in Lee District from RE-1 & C-G District to C-D District on subject parcels 90-2((1))40, 41, 41A, 42 & 45 on 7.38 acres.

Very truly yours,

Ethel Wilcox Register

Ethel Wilcox Register
Clerk to the Board

EWR/mg

cc: Mr. Patteson
Mr. Yates
Mr. Knowlton
Mr. Beales
Mr. Hendrickson

A Copy-Teste:

6/23/79
Date

Ethel Wilcox Register
Clerk Board of Supervisors

FAIRFAX COUNTY
RECEIVED
JUN 23 1979
DIVISION OF
ZONING ENFORCEMENT

EXHIBIT NO. 21

90b2b01b0041A

THIS DEED

made this 15th day of December, 1978, by and between JOHN P. DiGIULIAN and WILLIAM C. BAUKNIGHT, Co-Executors of the estate of INEZ AYERS DiGIULIAN, Sole Surviving Trustee, parties of the first part; to B. MARK FRIED and STANLEY LEVINE, TRUSTEES, parties of the second part;

WHEREAS, the hereinafter described real estate was conveyed to INEZ AYERS DiGIULIAN and CAROLINE M. LYLES, TRUSTEES, by virtue of a deed recorded August 11, 1969 in Deed Book 3207 at Page 32, among the land records of Fairfax County, Virginia, and

WHEREAS, CAROLINE M. LYLES died on July 7, 1969, leaving INEZ AYERS DiGIULIAN as the Sole Surviving Trustee, and

WHEREAS, INEZ A. DiGIULIAN, as the Sole Surviving Trustee, entered into a contract of sale on the hereinafter described property on July 25, 1977; said contract of sale is attached hereto and made a part hereof, and

WHEREAS, INEZ AYERS DiGIULIAN died on November 16, 1977, and in her Last Will and Testament, which was duly recorded among the records of the Clerk's Office for the Circuit Court of Fauquier County, Virginia in Book 111 at Page 464, named JOHN P. DiGIULIAN and WILLIAM C. BAUKNIGHT as Co-Executors, and

WHEREAS, JOHN P. DiGIULIAN and WILLIAM C. BAUKNIGHT duly qualified in the Clerk's Office of Fauquier County, Virginia on December 28, 1977, as Co-Executors of the estate of INEZ AYERS DiGIULIAN, and

WHEREAS, pursuant to the authority vested in the undersigned Co-Executors by Section 26-51 of the 1950 Code of Virginia as amended, this deed is made, executed and delivered; now therefore,

W I T N E S S E T H

that for and in consideration of the premises and the sum of Ten Dollars ($10.00), cash in hand paid, said parties of the first part do hereby

T. WILLIAM DOWDY
Attorney and Counselor at Law
THE EXECUTIVE BUILDING
SPRINGFIELD, VA. 22150

grant, bargain, sell and convey unto the said parties of the second part, with Special Warranty of Title, the following described land, with its improvements, located in the County of Fairfax, State of Virginia, to-wit:

> 0.3470 acres, more particularly described by metes and bounds in Schedule "A" attached and incorporated herein, prepared by Charles J. Huntley Associates, Inc.

TO HAVE AND TO HOLD the land hereby conveyed, in trust, with the full power, right and authority, hereby granted unto the said Trustees, to sell, lease, exchange, encumber, and/or convey the said land, without necessity of joinder of any beneficiary, either in whole or in part, upon such terms and conditions and for such consideration as said Trustees, may in their discretion deem advantageous, with the further right to subdivide such land and to dedicate such portions thereof for public use as they shall deem desirable, together with the right to grant licenses and easements for utility or other purposes across, over and/or under said land without necessity of joinder of any beneficiary. The said Trustees are hereby empowered to execute, acknowledge and deliver such deeds, deeds of trust, leases, and other instruments necessary to carry out the foregoing powers, without necessity of joinder of any beneficiary, and there shall be no obligation or liability upon any purchaser or purchasers, lessee or lessees, of any loan or loans secured by deed or deeds of trust upon said land, or any part thereof, or upon any party or parties making any loan or loans secured by deed or deeds of trust upon said land, or any part thereof, to see to the proper application of the proceeds of such sale, lease or loan. In the event of death of either of the above named Trustees, the surviving Trustee shall have the full power to exercise all the rights within this Deed.

This conveyance is made subject to the restrictions and conditions contained in the deeds forming the chain of title to this property.

The parties of the first part covenant that they have the right to convey the aforesaid property unto the parties of the second part;

that the said parties of the first part have done no act to encumber said land.

WITNESS the following signatures and seals:

John P. DiGiulian (SEAL)
JOHN P. DiGIULIAN, CO-EXECUTOR

William C. Bauknight (SEAL)
WILLIAM C. BAUKNIGHT, CO-EXECUTOR

STATE OF VIRGINIA,

COUNTY OF FAIRFAX, to-wit:

I, the undersigned, a Notary Public in and for the County aforesaid, in the State of Virginia, do hereby certify that JOHN P. DiGIULIAN, CO-EXECUTOR, whose name is signed to the above writing, bearing date on the 15th day of December, 1978, has personally appeared before me in my County aforesaid and acknowledged the same.

GIVEN under my hand and notarial seal this 15th day of December, 1978.

My commission expires on the 22nd day of January, 1982.

Vicki L. Ford
Notary Public

STATE OF VIRGINIA,

COUNTY OF FAIRFAX, to-wit:

I, the undersigned, a Notary Public in and for the County aforesaid, in the State of Virginia, do hereby certify that WILLIAM C. BAUKNIGHT, CO-EXECUTOR, whose name is signed to the above writing, bearing date on the 15th day of December, 1978, has personally appeared before me in my County aforesaid and acknowledged the same.

GIVEN under my hand and notarial seal this 15th day of December, 1978.

My commission expires on the 22nd day of January, 1982.

Vicki L. Ford
Notary Public

SCHEDULE "A"

DESCRIPTION OF A PORTION OF THE LAND OF INEZ AYERS DI GIULIAN AND CAROLINE M. LYLES, TRUSTEES LEE DISTRICT, FAIRFAX COUNTY, VIRGINIA

BEGINNING at a point in the westerly line of LOISDALE COURT (ROUTE #638), said point being the southeasterly corner of THE LAND OF WILMER E. AND CAROLINE M. LYLES;

THENCE running with the westerly line of LOISDALE COURT S 00° 08' 21" E 60.00 feet to a point;

THENCE departing the westerly line of LOISDALE COURT and running through THE LAND OF INEZ AYERS DI GIULIAN AND CAROLINE M. LYLES, TRUSTEES S 88° 41' 10" W 264.54 feet to a point in the easterly line of SHIRLEY MEMORIAL HIGHWAY (INTERSTATE ROUTE #95);

THENCE running with the easterly line of SHIRLEY MEMORIAL HIGHWAY N 16° 34' 36" E 61.24 feet to a point, said point being the southwesterly corner of THE LAND OF WILMER E. AND CAROLINE M. LYLES;

THENCE departing the easterly line of SHIRLEY MEMORIAL HIGHWAY and running with the southerly line of WILMER E. AND CAROLINE M. LYLES N 88° 17' 24" E 246.96 feet to the point of BEGINNING CONTAINING 0.3470 ACRES.

December 4, 1978

CHARLES J. HUNTLEY ASSOCIATES, INC.

EXHIBIT NO. 22

90b2b01b0042

THIS DEED

made this 15th day of December, 1978, by and between JOHN P. DiGIULIAN and WILLIAM C. BAUKNIGHT, Co-Executors of the estate of INEZ AYERS DiGIULIAN, Sole Surviving Trustee, parties of the first part; to B. MARK FRIED and STANLEY LEVINE, TRUSTEES, parties of the second part;

WHEREAS, the hereinafter described real estate was conveyed to INEZ AYERS DiGIULIAN and CAROLINE M. LYLES, TRUSTEES, by virture of a deed recorded June 14, 1960 in Deed Book 1895 at Page 511, among the land records of Fairfax County, Virginia, and

WHEREAS, CAROLINE M. LYLES died on July 7, 1969, leaving INEZ AYERS DiGIULIAN as the Sole Surviving Trustee, and

WHEREAS, INEZ A. DiGIULIAN, as the Sole Surviving Trustee, entered into a contract of sale on the hereinafter described property on July 25, 1977; said contract of sale is attached hereto and made a part hereof, and

WHEREAS, INEZ AYERS DiGIULIAN died on November 16, 1977, and in her Last Will and Testament, which was duly recorded among the records of the Clerk's Office for the Circuit Court of Fauquier County, Virginia in Book 111 at Page 464, named JOHN P. DiGIULIAN and WILLIAM C. BAUKNIGHT as Co-Executors, and

WHEREAS, JOHN P. DiGIULIAN and WILLIAM C. BAUKNIGHT duly qualified in the Clerk's Office of Fauquier County, Virginia on December 28, 1977, as Co-Executors of the estate of INEZ AYERS DiGIULIAN, and

WHEREAS, pursuant to the authority vested in the undersigned Co-Executors by Section 26.51 of the 1950 Code of Virginia as amended, this deed is made, executed and delivered; now therefore,

WITNESSETH

that for and in consideration of the premises and the sum of Ten Dollars ($10.00), cash in hand paid, said parties of the first part do hereby

E. WILLIAM DOWDY
Attorney and Counsellor at Law
THE EXECUTIVE BUILDING
SPRINGFIELD, VA. 22150

grant, bargain, sell and convey unto the said parties of the second part, with Special Warranty of Title, the following described land, with its improvements, located in the County of Fairfax, State of Virginia, to-wit:

> 4.3873 acres, more particularly described by metes and bounds in Schedule "A" attached and incorporated herein, prepared by Charles J. Huntley Associates, Inc.

TO HAVE AND TO HOLD the land hereby conveyed, in trust, with the full power, right and authority, hereby granted unto the said Trustees, to sell, lease, exchange, encumber, and/or convey the said land, without necessity of joinder of any beneficiary, either in whole or in part, upon such terms and conditions and for such consideration as said Trustees, may in their discretion deem advantageous, with the further right to subdivide such land and to dedicate such portions thereof for public use as they shall deem desirable, together with the right to grant licenses and easements for utility or other purposes across, over and/or under said land without necessity of joinder of any beneficiary. The said Trustees are hereby empowered to execute, acknowledge and deliver such deeds, deeds of trust, leases, and other instruments necessary to carry out the foregoing powers, without necessity of joinder of any beneficiary, and there shall be no obligation or liability upon any purchaser or purchasers, lessee or lessees, of any loan or loans secured by deed or deeds of trust upon said land, or any part thereof, or upon any party or parties making any loan or loans secured by deed or deeds of trust upon said land, or any part thereof, to see to the proper application of the proceeds of such sale, lease or loan. In the event of death of either of the above named Trustees, the surviving Trustee shall have the full power to exercise all the rights within this Deed.

This conveyance is made subject to the restrictions and conditions contained in the deeds forming the chain of title to this property.

The parties of the first part covenant that they have the right to convey the aforesaid property unto the parties of the second part; that the said parties of the first part have done no act to encumber said land.

WITNESS the following signatures and seals:

John P. DiGiulian (SEAL)
JOHN P. DiGIULIAN, CO-EXECUTOR

William C. Bauknight (SEAL)
WILLIAM C. BAUKNIGHT, CO-EXECUTOR

STATE OF VIRGINIA,

COUNTY OF FAIRFAX, to-wit:

I, the undersigned, a Notary Public in and for the County aforesaid, in the State of Virginia, do hereby certify that JOHN P. DiGIULIAN, CO-EXECUTOR, whose name is signed to the above writing, bearing date on the 15th day of December, 1978, has personally appeared before me in my County aforesaid and acknowledged the same.

GIVEN under my hand and notarial seal this 15th day of December, 1978.

My commission expires on the 22nd day of January, 1982.

Vicki L. Ford
Notary Public

STATE OF VIRGINIA,

COUNTY OF FAIRFAX, to-wit:

I, the undersigned, a Notary Public in and for the County aforesaid, in the State of Virginia, do hereby certify that WILLIAM C. BAUKNIGHT, CO-EXECUTOR, whose name is signed to the above writing, bearing date on the 15th day of December, 1978, has personally appeared before me in my County aforesaid and acknowledged the same.

GIVEN under my hand and notarial seal this 15th day of December, 1978.

My commission expires on the 22nd day of January, 1982.

Vicki L. Ford
Notary Public

77

SCHEDULE "A"

DESCRIPTION OF A PORTION OF THE LAND OF INEZ AYERS DI GIULIAN AND CAROLINE M. LYLES, TRUSTEES LEE DISTRICT, FAIRFAX COUNTY, VIRGINIA

BEGINNING at a point in the westerly line of LOISDALE COURT (ROUTE #638), said point being the northeasterly corner of THE LAND OF INEZ A. DI GIULIAN;

THENCE departing the westerly line of LOISDALE COURT and running with the northerly and westerly lines of INEZ A. DI GIULIAN N 89° 07' 09" W 450.21 feet to a point and S 03° 33' 19" W 68.33 feet to a point in the northerly line of the LAND OF HUNTER, said point being the southwesterly corner of INEZ A. DI GIULIAN;

THENCE running with the northerly line of HUNTER N 76° 44' 25" W 25.74 feet to a point in the easterly line of SHIRLEY MEMORIAL HIGHWAY (INTERSTATE ROUTE #95), said point being the northwesterly corner of HUNTER;

THENCE running with the easterly line of SHIRLEY MEMORIAL HIGHWAY N 12° 53' 31" E 55.48 feet to a point and N 21° 03' 31" E 560.27 feet to a point;

THENCE departing the easterly line of SHIRLEY MEMORIAL HIGHWAY and running through THE LAND OF INEZ AYERS DI GIULIAN AND CAROLINE M. LYLES, TRUSTEES N 88° 41' 10" E 264.54 feet to a point in the aforementioned westerly line of LOISDALE COURT;

THENCE running with the westerly line of LOISDALE COURT S 00° 08' 21" E 527.63 feet to the point of BEGINNING CONTAINING 4.3873 ACRES.

December 4, 1978

CHARLES J. HUNTLEY ASSOCIATES, INC.

EXHIBIT NO. 26

Form Approved
OMB No. 63-R1501

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

DISCLOSURE/SETTLEMENT STATEMENT

B. TYPE OF LOAN:
1. ☐ FHA 2. ☐ FMHA 3. ☐ CONV. UNINS.
4. ☐ VA 5. ☐ CONV. INS. Deferred Purchase Money

6. FILE NUMBER: 7896444
7. LOAN NUMBER:
8. MORTG. INS. CASE NO.:

If the Truth-in-Lending Act applies to this transaction, a Truth-in-Lending statement is attached as page 3 of this form.

C. NOTE: This form is furnished to you prior to settlement to give you information about your settlement costs, and again after settlement to show the actual costs you have paid. The present copy of the form is:

☐ ADVANCE DISCLOSURE OF COSTS. Some items are estimated, and are marked "(e)". Some amounts may change if the settlement is held on a date other than the date estimated below. The preparer of this form is not responsible for errors or changes in amounts furnished by others.

☒ STATEMENT OF ACTUAL 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 totals.

D. NAME OF BORROWER: B. Mark Fried and Stanley Levine, Trustees

E. SELLER: John P. DiGiulian and William C. Co-Executors of the estate of Inez Ayers DiGiulian

F. LENDER: Bauknight,

G. PROPERTY LOCATION: Parcel 41A, containing approx. 15,115 square feet Fairfax Co., Va. (tax mp. no. 90-2-01-0041A)

H. SETTLEMENT AGENT: T. William Dowdy

PLACE OF SETTLEMENT: 6901 Keene Mill Road Springfield, VA 22150

I. DATES

LOAN COMMITMENT	ADVANCE DISCLOSURE	SETTLEMENT	DATE OF PRORATIONS IF DIFFERENT FROM SETTLEMENT
		Dec. 15, 1978	

J. SUMMARY OF BORROWER'S TRANSACTION

100. GROSS AMOUNT DUE FROM BORROWER:		
101. Contract sales price		45,345.00
102. Personal property		
103. Settlement charges to borrower (from line 1400, Section L)		183.20
104.		
105.		
Adjustments for items paid by seller in advance:		
106. City/town taxes	to	
107. County taxes 12/15/78	to 1/1/79	23.97
108. Assessments	to	
109.	to	
110.	to	
111.	to	
112.	to	
120. GROSS AMOUNT DUE FROM BORROWER		45,552.17
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		
201. Deposit or earnest money held by seller		1,000.00
202. Principal amount of new loan(s)		
203. Existing loan(s) taken subject to		
204. Deferred Purchase Money Deed		
205. of Trust		32,194.95
Credits to borrower for items unpaid by seller:		
206. City/town taxes	to	
207. County taxes	to	
208. Assessments	to	
209.	to	
210.	to	
211.	to	
212.	to	
220. TOTAL AMOUNTS PAID BY OR IN BEHALF OF BORROWER		33,194.95
300. CASH AT SETTLEMENT REQUIRED FROM OR PAYABLE TO BORROWER:		
301. Gross amount due from borrower (from line 120)		45,552.17
302. Less amounts paid by or in behalf of borrower (from line 220)		33,194.95
303. CASH (☐ REQUIRED FROM) OR (☐ PAYABLE TO) BORROWER:		12,357.22

K. SUMMARY OF SELLER'S TRANSACTION

400. GROSS AMOUNT DUE TO SELLER:		
401. Contract sales price		45,345.00
402. Personal property		
403.		
404.		
Adjustments for items paid by seller in advance:		
405. City/town taxes	to	
406. County taxes 12/15/79	to 1/1/79	23.97
407. Assessments	to	
408.	to	
409.	to	
410.	to	
411.	to	
420. GROSS AMOUNT DUE TO SELLER		45,368.97
NOTE: The following 500 and 600 series sections are not required to be completed when this form is used for advance disclosure of settlement costs prior to settlement.		
500. REDUCTIONS IN AMOUNT DUE TO SELLER:		
501. Payoff of first mortgage loan		
502. Payoff of second mortgage loan		
503. Settlement charges to seller (from line 1400, Section L)		4,451.72
504. Existing loan(s) taken subject to		
505. Deposit		1,000.00
506. Deferred Purchase Money Deed		
507. of Trust		32,194.95
508.		
509.		
Credits to borrower for items unpaid by seller:		
510. City/town taxes	to	
511. County taxes	to	
512. Assessments	to	
513.	to	
514.	to	
515.	to	
520. TOTAL REDUCTIONS IN AMOUNT DUE TO SELLER:		37,646.67
600. CASH TO SELLER FROM SETTLEMENT:		
601. Gross amount due to seller (from line 420)		45,368.97
602. Less total reductions in amount due to seller (from line 520)		37,646.67
603. CASH TO SELLER FROM SETTLEMENT		7,722.30

DISCLOSURE/SETTLEMENT STATEMENT

L. SETTLEMENT CHARGES	PAID FROM BORROWER'S FUNDS	PAID FROM SELLER'S FUNDS
700. SALES BROKER'S COMMISSION based on price $ 45,345.00 @ 8 %		
701. Total commission paid by seller		
Division of commission as follows:		3,627.60
702. $ 3,627.60 to Benn, Inc.		
703. $ to		
704.		
800. ITEMS PAYABLE IN CONNECTION WITH LOAN.		
801. Loan Origination fee %		
802. Loan Discount %		
803. Appraisal Fee to		
804. Credit Report to		
805. Lender's inspection fee		
806. Mortgage Insurance application fee to		
807. Assumption/refinancing fee		
808.		
809.		
810.		
811.		
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE.		
901. Interest from to @ $ /day		
902. Mortgage insurance premium for mo. to		
903. Hazard insurance premium for yrs. to		
904. yrs. to		
905.		
1000. RESERVES DEPOSITED WITH LENDER FOR:		
1001. Hazard insurance mo. @ $ / mo.		
1002. Mortgage insurance mo. @ $ / mo.		
1003. City property taxes mo. @ $ / mo.		
1004. County property taxes mo. @ $ / mo.		
1005. Annual assessments mo. @ $ / mo.		
1006. mo. @ $ / mo.		
1007. mo. @ $ / mo.		
1008. mo. @ $ / mo.		
1100. TITLE CHARGES:		
1101. Settlement or closing fee to		
1102. Abstract or title search to		
1103. Title examination to		
1104 Title insurance binder to		
1105. Document preparation to		
1106. Notary fees to		
1107. Attorney's Fees to T. William Dowdy		415.00
(includes above items No.:)		
1108. Title insurance to		
(includes above items No.:)		
1109. Lender's coverage $		
1110. Owner's coverage $		
1111.		
1112.		
1113.		
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES		
1201. Recording fees: Deed $ 19.00 ; Mortgage $ 17.00 Releases $	28.00	8.00
1202. City/county tax/stamps: Deed $ 22.70 ; Mortgage $ 16.10	38.80	
1203. State tax/stamps: Deed $ 68.10 ; Mortgage $ 48.30	116.40	
1204. Grantor's State Deed Recording Tax		45.50
1300. ADDITIONAL SETTLEMENT CHARGES		
1301. Survey to		
1302. Pest inspection to		
1303. Escrow 2nd half 1978 taxes, plus penalty and past due interest		355.62
1304.		
1305.		
1400. TOTAL SETTLEMENT CHARGES *(entered on lines 103 and 503, Sections J and K)*	183.20	4,451.72

NOTE: In certain circumstances the borrower and seller may be permitted to waive the 12-day period which must normally occur between advance disclosure and settlement. In the event such a waiver is made, copies of the statements of waiver, executed as provided in the regulations of the Department of Housing and Urban Development, shall be attached to and made a part of this form when the form is used as a settlement statement.

B. MARK FRIED, TRUSTEE

JOHN P. DiGIULIAN, CO-EXECUTOR

STANLEY LEVINE, TRUSTEE

WILLIAM C. BAUMGHTGT, CO-EXECUTOR

Settlement Attorney

T. WILLIAM DOWDY

EXHIBIT NO. 27

Form Approved
OMB No. 63-R1501

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

DISCLOSURE/SETTLEMENT STATEMENT

B. TYPE OF LOAN:
1. ☐ FHA 2. ☐ FMHA 3. ☐ CONV. UNINS.
4. ☐ VA 5. ☐ CONV. INS. Deferred Purchase Money

6. FILE NUMBER: 7896444
7. LOAN NUMBER:

If the Truth-in-Lending Act applies to this transaction, a Truth-in-Lending statement is attached as page 3 of this form.

8. MORTG. INS. CASE NO.

C. NOTE: This form is furnished to you prior to settlement to give you information about your settlement costs, and again after settlement to show the actual costs you have paid. The present copy of the form is:

☐ ADVANCE DISCLOSURE OF COSTS. Some items are estimated, and are marked "(e)". Some amounts may change if the settlement is held on a date other than the date estimated below. The preparer of this form is not responsible for errors or changes in amounts furnished by others.

☒ STATEMENT OF ACTUAL 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 totals.

D. NAME OF BORROWER: B. Mark Fried and Stanley Levine, Trustees

E. SELLER: John P. DiGiulian and William C. Bauknight, Co-Executors of the estate of Inez Ayers DiGiulian

F. LENDER:

G. PROPERTY LOCATION: Parcel 42, containing approx 191,111 square feet Fairfax Co., Va. (tax map #90-2-01-0042)

H. SETTLEMENT AGENT: T. William Dowdy

PLACE OF SETTLEMENT: 6901 Keene Mill Road Springfield, VA 22150

I. DATES
LOAN COMMITMENT:
ADVANCE DISCLOSURE:
SETTLEMENT: Dec. 15, 1978
DATE OF PRORATIONS IF DIFFERENT FROM SETTLEMENT:

J. SUMMARY OF BORROWER'S TRANSACTION

100. GROSS AMOUNT DUE FROM BORROWER:		
101. Contract sales price		573,333.00
102. Personal property		
103. Settlement charges to borrower *(from line 1400, Section L)*		1,989.00
104.		
105.		
Adjustments for items paid by seller in advance:		
106. City/town taxes to		
107. County taxes 12/15/78 to 1/1/79		207.91
108. Assessments to		
109. to		
110. to		
111. to		
112. to		
120. GROSS AMOUNT DUE FROM BORROWER		575,529.91
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		
201. Deposit or earnest money held by seller		1,000.00
202. Principal amount of new loan(s)		
203. Existing loan(s) taken subject to		
204. Deferred Purchase Money Deed		
205. of Trust		407,066.43
Credits to borrower for items unpaid by seller:		
206. City/town taxes to		
207. County taxes to		
208. Assessments to		
209. to		
210. to		
211. to		
212. to		
220. TOTAL AMOUNTS PAID BY OR IN BEHALF OF BORROWER		408,066.43
300. CASH AT SETTLEMENT REQUIRED FROM OR PAYABLE TO BORROWER:		
301. Gross amount due from borrower *(from line 120)*		575,529.91
302. Less amounts paid by or in behalf of borrower *(from line 220)*		408,066.43
303. CASH (☒ REQUIRED FROM) OR (☐ PAYABLE TO) BORROWER:		167,463.48

K. SUMMARY OF SELLER'S TRANSACTION

400. GROSS AMOUNT DUE TO SELLER:		
401. Contract sales price		573,333.00
402. Personal property		
403.		
404.		
Adjustments for items paid by seller in advance:		
405. City/town taxes to		
406. County taxes 12/15/78 to 1/1/79		207.91
407. Assessments to		
408. to		
409. to		
410. to		
411. to		
420. GROSS AMOUNT DUE TO SELLER		573,540.91
NOTE: The following 500 and 600 series sections are not required to be completed when this form is used for advance disclosure of settlement costs prior to settlement.		
500. REDUCTIONS IN AMOUNT DUE TO SELLER:		
501. Payoff of first mortgage loan		
502. Payoff of second mortgage loan		
503. Settlement charges to seller *(from line 1400, Section L)*		78,978.56
504. Existing loan(s) taken subject to		
505. Deposit		1,000.00
506. Deferred Purchase Money Deed of		
507. Trust		407,066.43
508.		
509.		
Credits to borrower for items unpaid by seller:		
510. City/town taxes to		
511. County taxes to		
512. Assessments to		
513. to		
514. to		
515. to		
520. TOTAL REDUCTIONS IN AMOUNT DUE TO SELLER:		487,044.99
600. CASH TO SELLER FROM SETTLEMENT:		
601. Gross amount due to seller *(from line 420)*		573,540.91
602. Less total reductions in amount due to seller *(from line 520)*		487,044.99
603. CASH TO SELLER FROM SETTLEMENT		86,495.92

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L. SETTLEMENT CHARGES	PAID FROM BORROWER'S FUNDS	PAID FROM SELLER'S FUNDS
700. SALES BROKER'S COMMISSION based on price $ 573,333.00 @ 8%		
701. Total commission paid by seller		
Division of commission as follows:		45,866.64
702. $ 45,866.64 to Benn, Inc.		
703. $ to		
704.		
800. ITEMS PAYABLE IN CONNECTION WITH LOAN.		
801. Loan Origination fee %		
802. Loan Discount %		
803. Appraisal Fee to		
804. Credit Report to		
805. Lender's inspection fee		
806. Mortgage Insurance application fee to		
807. Assumption/refinancing fee		
808.		
809.		
810.		
811.		
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE.		
901. Interest from to @ $ /day		
902. Mortgage insurance premium for mo. to		
903. Hazard insurance premium for yrs. to		
904. yrs. to		
905.		
1000. RESERVES DEPOSITED WITH LENDER FOR		
1001. Hazard insurance mo. @ $ / mo.		
1002. Mortgage insurance mo. @ $ / mo.		
1003. City property taxes mo. @ $ / mo.		
1004. County property taxes mo @ $ / mo.		
1005. Annual assessments mo @ $ / mo.		
1006. mo. @ $ / mo.		
1007. mo. @ $ / mo.		
1008. mo. @ $ / mo.		
1100. TITLE CHARGES.		
1101. Settlement or closing fee to		
1102. Abstract or title search to		
1103. Title examination to		
1104 Title insurance binder to		
1105. Document preparation to		
1106. Notary fees to		
1107. Attorney's Fees to T. William Dowdy		5,075.00
(includes above items No.:)		
1108. Title insurance to		
(includes above items No.:)		
1109. Lender's coverage $		
1110. Owner's coverage $		
1111.		
1112.		
1113.		
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES		
1201. Recording fees: Deed/$ 19.00 Mortgage $17.00 Releases $	28.00	8.00
1202. City/county tax/stamps. Deed $ 286.70 Mortgage $ 203.55	490.25	
1203. State tax/stamps: Deed $ 860.10 Mortgage $ 610.65	1,470.75	
1204. Grantor's State Deed Recording Tax		573.50
1300. ADDITIONAL SETTLEMENT CHARGES		
1301. Survey to		
1302. Pest inspection to		
1303. Escrow for Inheritance Tax		25,000.00
1304. Escrow 2nd 1/2 1978 taxes plus penalty		2,455.42
1305.		
1400. TOTAL SETTLEMENT CHARGES *(entered on lines 103 and 503, Sections J and K)*	1,989.00	78,978.56

NOTE: In certain circumstances the borrower and seller may be permitted to waive the 12-day period which must normally occur between advance disclosure and settlement. In the event such a waiver is made, copies of the statements of waiver, executed as provided in the regulations of the Department of Housing and Urban Development, shall be attached to and made a part of this form when the form is used as a settlement statement.

B. MARK FRIED, TRUSTEE

STANLEY LEVINE, TRUSTEE

JOHN P. DiGIULIAN, CO-EXECUTOR

WILLIAM C. BAUMGHT, CO-EXECUTOR

Settlement Attorney
T. WILLIAM DOWDY

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