

**McGUIRE WOODS
BATTLE & BOOTHE**

Transpotomac Plaza
1199 North Fairfax Street
Alexandria, VA 22314

Court Square Building
Charlottesville, VA 22901

3950 Chain Bridge Road
Fairfax, VA 22030

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

(703) 712-5000

Fax: (703) 712-5050

November 15, 1991

World Trade Center
Norfolk, VA 23510

One James Center
Richmond, VA 23219

137 York Street
Williamsburg, VA 23185

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

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

Re: Land Trust Agreement for approximately 15 acres of land located
in Fairfax County, Virginia, known as Accotink

Dear Mr. O'Connell:

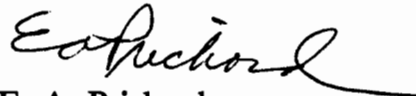
Enclosed for your review please find drafts of the following:

1. Deed in Trust Under Land Trust Agreement;
2. Power of Attorney; and
3. Land Trust Agreement.

When reviewing these documents, we would appreciate your specifically verifying that the ownership percentages set forth on page 12 of the Land Trust Agreement are accurate. Additionally, since we noticed a discrepancy between the way your sister Sheila's last name was spelled in your letter to me of October 23 and in your mother's will, we would like you to verify which spelling is accurate.

Please call me once you have had an opportunity to review the enclosed.

Sincerely yours,



E. A. Prichard

EAP/RAH/slw
Enclosures

LAND TRUST AGREEMENT

THIS LAND TRUST AGREEMENT ("Trust Agreement"), dated as of the 16th day of OCTOBER 1992, between ANTHONY MINER O'CONNELL, TRUSTEE, (collectively, "Trustee" or "Trustees"), and JEAN MARY O'CONNELL NADER, SHEILA ANN O'CONNELL, ANTHONY MINER O'CONNELL, and ANTHONY MINER O'CONNELL, Trustee Under the Last Will and Testament of Harold A. O'Connell (collectively, "Beneficiary" or "Beneficiaries") provides:

RECITALS

R-1. Beneficiaries, by virtue of that certain Deed in Trust Under Land Trust Agreement recorded in Deed Book 8307 at Page 1446 among the land records of Fairfax County, Virginia, have caused title to the real property described in the attached and incorporated Exhibit A ("Property") to be conveyed to the Trustee.

R-2. Pursuant to that certain Power of Attorney dated 16th day of October, 1992, a copy of which is attached and incorporated herein as Exhibit B, the Beneficiaries designated Anthony Miner O'Connell ("O'Connell") as their true and lawful agent and attorney-in-fact to do, execute and perform all and every act or thing necessary to be done in and about the Property.

R-3. By this Trust Agreement, the Trustee will hold legal title to the Property for the uses and purposes and subject to the terms and conditions set forth in this Trust Agreement.

NOW, THEREFORE, for and in consideration of the premises, the foregoing recitals, and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by reference, as if fully set forth in the text of this Trust Agreement.

2. Legal and Beneficial Title. Beneficiaries have appointed and do hereby constitute and appoint the trustee, or his survivor(s) or successor(s), as trustee for Beneficiaries to hold legal title to the Property for the benefit of beneficiaries, their successors and assigns, pursuant to the terms and conditions of this Trust Agreement. The Trustee hereby declares, acknowledges and agrees that the Trustee holds, and shall continue to hold pursuant to this Trust Agreement, the legal record title to the Property as trustee and nominee for the benefit of the beneficiaries.

3. Beneficiaries' Rights and Obligations. 3.01. The parties hereto acknowledge that this Trust Agreement evidences the ownership (and all of the burdens and benefits thereof) in the Property by the Beneficiaries; provided, however, that the interest of beneficiaries in the Property shall be deemed to be personal property, pursuant to the provisions of Section 55-17.1 Code of Virginia (1950 as amended), and shall pass or may be assigned or otherwise transferred as such. No Beneficiary

TAX MAP 90-4-001-17
CODE OF VIRGINIA 55-17.1
ANTHONY O'CONNELL
6541 FRANCONIA ROAD
SPRINGFIELD, VIRGINIA 22150

BK 8815 1449

shall have any legal or equitable right, title or interest, as realty, in or to any real estate which constitutes all of any part of the Property, or the right to compel partition. The Beneficiaries shall have only the right, as personalty, hereinabove set forth. The death of a Beneficiary shall not terminate this trust or in any manner affect the powers of the Trustee. The death or resignation of O'Connell or any successor attorney-in-fact ("Attorney-in-Fact") designated by the Beneficiaries shall not terminate this trust or in any manner affect the powers of the Trustee but shall result in the designation by the Beneficiaries of a successor attorney-in-fact. Notwithstanding the foregoing, the Beneficiaries shall be the real and beneficial owners of the Property for all purposes whatsoever (including, without limitation, risk of loss, federal, state and local income taxes, estate and inheritance taxes, and real property taxes), to the same extent and with the same force and effect as if a deed to the property had been recorded in the name of the beneficiaries. Accordingly, without limiting the generality of the foregoing, from and after the effective date of this Trust Agreement, The Beneficiaries shall have the right, acting by and through their Attorney-in-Fact, to (i) use, occupy, enjoy, and control the Property, to receive the earnings, profits and proceeds from any rental, sale, financing or refinancing, or other disposition of the Property, including any proceeds from casualty or title insurance policies and any condemnation awards or proceeds, and to otherwise have and exercise all of the burdens and benefits of beneficial ownership and control of the Property; (ii) develop the Property or construct, repair, alter, remodel, demolish or replace any improvements on the Property, in such manner or form as the Attorney-in-Fact shall determine in his or her sole discretion; (iii) lease, contract to lease, grant options to lease and renew, extend, amend or otherwise modify leases on the Property, any portion or portions thereof, or any improvements located thereon, from time to time, for any rental and upon any other terms and conditions: and (iv) encumber, convey, or otherwise deal with title to the Property or any portion or portions of the Property and direct the Trustee to encumber, convey or otherwise deal with legal title to the Property, or any portion or portions of the Property, as hereinafter set forth.

3.02. Except for those obligations of Trustee referenced in paragraph 9.02, Beneficiaries, acting by and through their Attorney-in-Fact, hereby covenant and agree to (i) pay all real estate taxes and other assessments for the Property, when and as the same are due; (ii) at all times adequately insure any improvements on the Property against fire and other casualties, and maintain liability insurance in reasonable amounts with a company doing business in the Commonwealth of Virginia that is reasonably acceptable to the Trustee, all of which policies shall name the Trustee as additional insured thereunder; (iii) pay all sums falling due under any and all loans or other liens now or hereafter affecting, encumbering, relating to or arising from any contract relating to the property; (iv) pay all expenses in connection with the ownership and upkeep of, or otherwise concerning, the Property, including, without limitation, all maintenance charges, insurance

premiums, repairs, etc.; (v) pay all costs in connection with any transfer of the property, legal title thereto, or any interest therein, including any transfer and/or recordation taxes or costs in connection with any financing placed on the Property or any transfer of the Property or any interest therein; and (vi) file all income tax returns with respect to the Property and its operation and pay all taxes on the earnings and avails of the Property or growing out of the ownership thereof.

4. DUTIES of TRUSTEE; ACTIONS by Trustee.

4.01. Trustee shall perform the following duties without compensation therefor, except as is otherwise provided in paragraphs 8 and 9 of this Trust Agreement: Trustee has the authority to (i) execute all instruments which shall be necessary to protect and conserve the Property; (ii) sell, contract to sell and grant options to purchase the Property, or any portion or portions thereof and any right, title or interest therein for cash or on credit; (iii) exchange the Property, or any portion or portions thereof, for any other real property upon any terms; (iv) convey the Property, or any portion or portions thereof, by deed or other conveyance to any grantee, with or without consideration; (v) mortgage, pledge or otherwise encumber the Property, or any portion or portions thereof (including the granting of deeds of trust thereon); and (vi) release, convey or assign any other right, title or interest whatsoever, in, to or about the Property, or any portion or portions thereof. Trustee shall have the power to perform any of the above acts without the consent of the Beneficiaries or the Attorney-in-Fact. Upon written direction of all the beneficiaries or Attorney-in-Fact, Trustee shall be required to perform any of the above acts. Trustee shall not be required to inquire into the authenticity, necessity or propriety of any written direction executed and delivered to it by all of the Beneficiaries or their Attorney-in-Fact pursuant to this paragraph.

4.02. The foregoing power and authority of Trustee, as contained in paragraph 4.01 above, shall in no way limit the power of the Beneficiaries to take any and all of the same actions in their own name and stead in lieu of taking action through Trustee, to the extent permitted by the laws of the State of Virginia.

4.03. All actions by the Trustee under this Trust Agreement shall be effective only if joined in, in writing, by all parties comprising Trustee. Should a dispute or disagreement arise between the Beneficiaries in respect of this Trust Agreement or the Property, the Trustee shall be entitled, in his or her sole and absolute discretion, to seek the guidance of a court of law or equity in accordance with applicable law.

4.04. (a) If the Property or any part thereof remains in this trust at the expiration of twenty (20) years from the date hereof, the Trustee shall promptly either convey record title to the Property to the Beneficiaries, at the cost of the Beneficiaries, or promptly sell the Property at a public sale after a reasonable public advertisement and reasonable notice thereof to the Beneficiaries, and after deducting the reasonable cost and expenses of such sale, the Trustee shall deliver the proceeds of sale either to the Attorney-in-Fact or to the Beneficiaries in accordance with the respective interests.

(b) If at any time prior to the expiration of twenty (20) years from the date hereof the assets of this trust shall consist solely of cash, the Trustee shall transfer and deliver all of such assets to either the Attorney-in-Fact or the Beneficiaries in accordance with their respective interests. Upon the completion of the action required by this paragraph, the trust and this Trust Agreement shall terminate.

4.05. Anything in this Trust Agreement to the contrary notwithstanding, the Trustee is directed to sell the Property or any portion thereof without the consent of the Beneficiaries if, at any time prior to the expiration of twenty (20) years from date hereof, the Trustee shall deem it advisable in order to protect the interests of the Beneficiaries, but no such sale may be made until after reasonable notice thereof is given to all of the Beneficiaries. After deducting the reasonable costs and expenses of such sale, the Trustee shall deliver the proceeds thereof to the Attorney-in-Fact or the Beneficiaries in accordance with the provisions of subparagraph 4.04 above.

5. Trustee Not to Exercise Rights of Ownership or Control Over Property. Trustee does hereby covenant and agree with the beneficiaries that Trustee will not, in Trustee's capacity as trustee and holder of legal record title to the Property, take any actions respecting the Property, except in accordance with the powers granted in paragraph 4.01 above or by the direction of all of the Beneficiaries or the Attorney-in-Fact. It is expressly understood and agreed between the Beneficiaries and Trustee that the manner of holding title to the Property (or any part thereof) is solely for the convenience of the Beneficiaries; accordingly, the spouse, executors, administrators, beneficiaries, distributees, successors or assigns of any party comprising Trustee or any other holder of record title to all or any portion of the Property, shall have no right, title or interest in and to any of the Property by reason of the manner in which title is held, but the entire Property shall be treated as property of the Beneficiaries, subject to the terms of this Trust Agreement. Trustee hereby assigns to the Beneficiaries the proceeds, if any, receivable by Trustee with respect to any insurance policies under which Trustee is insured with respect to Trustee's holding record title to the Property, including, without limitation, proceeds from title insurance policies.

6. Disclaimer of Partnership. This Trust Agreement shall not be deemed to be, or create or evidence, the existence of a business trust, an association in the nature of a corporation, a partnership, a joint venture or any other business entity or enterprise between the Trustee and the Beneficiaries,

7. Third Parties.

7.01. No party dealing with the Trustee in relation to the Property, or any portion or portions thereof, in any manner whatsoever and (without limiting the foregoing), no party to whom the Property, or any portion or portions thereof, or any interest therein shall be conveyed, contracted to be sold, leased or mortgaged by Trustee, shall be obliged to (i) see to the application of any purchase money, rent or money borrowed or otherwise advanced on the Property; (ii) see that the terms of this

Trust Agreement have been complied with; (iii) inquire into the authority, necessity or expediency of any act of Trustee; or (iv) be privileged to inquire into any of the terms of this Trust Agreement.

7.02. Every deed, mortgage, lease or other instrument executed by Trustee in relation to the Property, or any portion or portions thereof, shall, if joined in by all parties comprising Trustee in conformity with the provisions of paragraph 4.03 of this Trust Agreement, be conclusive evidence in favor of every person claiming any right, title or interest thereunder (i) that at the time of delivery thereof the trust created hereunder was in full force and effect, (ii) that such instrument was executed in accordance with the terms and conditions of this Trust Agreement and all amendments hereof, if any, and is binding upon the Beneficiaries, (iii) that Trustee was duly authorized and empowered to execute and deliver such instrument, and (iv) if a conveyance has been made to a successor or successors in trust, that such successor or successors have been properly appointed and are fully vested with all of the title, estate, rights, powers, duties, and obligations of its, his or their trust.

7.03. No person or entity not a party hereto, specifically including (but not limited to) any creditors of any of the Beneficiaries or Trustee, shall derive any rights or benefits by virtue of the provisions of this Trust Agreement whether under any third party beneficiary theory, right of subrogation or otherwise; and any and all intention to create any such rights in any person or entity not a party hereto is hereby specifically disclaimed.

8. Trustee Not Individually Liable; Indemnification and Reimbursement of Trustee by the Beneficiaries.

8.01. The Trustee, in such capacity, shall have no individual liability or obligation whatsoever arising from holding the legal record title to the Property pursuant to the provisions hereof or any action taken by the Trustee with respect to the Property except as a result of Trustee's gross negligence or willful misconduct, or with respect to any act done or contract entered into or indebtedness incurred by the Beneficiaries, and the Beneficiaries shall indemnify, defend and hold Trustee harmless from any such liability and obligations. Any instrument required to be executed by Trustee with respect to the Property, including but not limited to deeds, deed of trust or mortgages, shall expressly state that the Trustee has joined in such instrument solely in the capacity as Trustee and will have no personal liability or obligation thereunder for performance of any covenants thereof or for payment of any indebtedness or other sums evidenced or secured thereby.

8.02. Notwithstanding the obligations in paragraph 9.02, the Trustee shall not be required (i) to take any action with respect to the property unless the Trustee shall have been furnished with sufficient funds therefor or be indemnified to Trustee's reasonable satisfaction with respect to the costs thereof; or (ii) to pay or advance any sums of money with respect to the property or this Trust Agreement except from funds provided to Trustee for such purpose. If Trustee shall pay any money or

incur any liability to pay any money on account of this Trust Agreement or the Property, or any portion or portions thereof, or incur any liability to pay any money on account of Trustee holding title to the Property or otherwise in connection with this Trust Agreement, whether because of breach of contract, injury to person or property, fines or penalties under any law, or otherwise, Beneficiary agrees that, except as is otherwise provided in paragraphs 8.01 above and 9.02 below, the Beneficiaries will, at their expense, indemnify, defend and hold harmless Trustee from and against any liabilities or obligations incurred by Trustee for any reason whatsoever as a result of this Trust Agreement, including all loss, costs, expenses and reasonable attorneys' fees, and that the Beneficiaries will, on demand, pay Trustee all such payments made by Trustee together with trustee's expenses, including reasonable attorneys' fees.

8.03. The Trustee shall be entitled to rely, and shall be fully protected in relying, upon any communication or document to have been made or signed by the Attorney-in-Fact provided the Trustee has not received written notice of the revocation of the power of attorney by any of the Beneficiaries. Effective immediately upon Trustee's receipt of such notice, Trustee shall take no action under this Trust Agreement, except as provided in paragraph 4.01, without the consent of all of the Beneficiaries or a final order from a court of competent jurisdiction authorizing such action.

9. Compensation of Trustee; Expenses Paid by Trustee; Real Estate Taxes.

9.01. Trustee shall be compensated for its duties under this Trust Agreement on a value added basis. The Beneficiaries agree that the basis of the trust property is \$300,000, the assessed value of the property determined by a professional appraisal on June 8, 1992. Trustee is to receive 1/3 of any amount realized above the \$300,000 basis upon sale of the property or 1/3 of any increase in the appraised value of the property upon conveyance of title to the Beneficiaries.

9.02. Trustee agrees to pay for all expenses voluntarily undertaken towards increasing the value of the property and the expense of any sales commission incurred in the eventual sale of the property.

9.03. All real estate taxes on the property shall be shared by all of the Beneficiaries. If a Beneficiary does not provide his or her share of the taxes, The Trustee will pay the shortfall and shall be reimbursed the principal plus 10% interest per annum. Trustee shall be reimbursed for any outstanding real estate tax shares or other Beneficiary shared expense still owed by any Beneficiary at settlement on the eventual sale of the property.

10. Termination; Resignation of Trustee; Amendment.

The Trust created hereunder may be terminated by all of the Beneficiaries or the Attorney-in Fact at any time and, upon such termination, Trustee shall convey the Property, or any remaining portion or portions thereof, to the Beneficiaries or to any person or persons designated by each of them, in accordance with their respective interest, at the sole cost of the Beneficiaries. This Trust Agreement may be amended only by a written agreement executed

by Trustee and all of the Beneficiaries or the Attorney-in-Fact and may be revoked or terminated by written notice from all of the Beneficiaries or the Attorney-in-Fact to Trustee. Trustee shall, upon the direction of all the Beneficiaries or the Attorney-in-Fact and at the sole cost of the Beneficiaries, execute any and all amendments hereto or modifications hereof, provided that the same preserve the provisions of paragraphs 8 and 9 hereof unless otherwise agreed in writing by all of the Beneficiaries or the Attorney-in-Fact and Trustee. Notwithstanding the foregoing, the Trustee shall have the right to resign as trustee upon thirty (30) days written notice if any of the Beneficiaries shall fail in any material respect to perform any of their obligations under this Trust Agreement running to the benefit of Trustee, without any further liability or obligation of Trustee under this Trust Agreement, such resignation to be effective upon the date specified in such notice unless the Beneficiaries shall substitute a new trustee or trustees prior to such effective date pursuant to the provisions of paragraph 12 of this Trust Agreement. The resigning Trustee shall not be required or obligated to take any action under this Trust Agreement or with respect to the Property from and after the date any such notice of resignation is given, except to convey the property to a successor trustee if so requested. In the event all trustees then serving under this Trust Agreement resign and no substitute trustees are appointed by the Beneficiaries prior to the date such resignation is effective, then the trustee may convey record title to the Property to the Beneficiaries in accordance with their respective interests, at the Beneficiaries' cost, or, at Trustee's option, file a suit for appropriate relief in a court of competent jurisdiction.

11. Governing Law. This Trust Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia.

12. Recordation; Copies of Trust Agreement. The Beneficiaries shall have the right, at their expense and without cost to Trustee, to have this Trust Agreement, or a memorandum hereof, recorded among the land records of Fairfax County, Virginia. Copies of this Trust Agreement or any amendment hereto or modification hereof, certified by Trustee or all of the Beneficiaries or their Attorney-in-Fact to be true and correct, shall be satisfactory evidence thereof for all purposes.

13. Substitution of Trustees. All of the Beneficiaries in agreement or the Attorney-in-Fact shall have the absolute right, at any time and for any reason, with or without cause, to remove the Trustee, or any of them, and to appoint a substitute trustee or trustees hereunder, or upon the resignation, death, incapacity, disability or absence of the Trustee, or any of them, to appoint a successor trustee or trustees hereunder, which appointed successor or substitute trustee or trustees shall be conferred with all the rights and charged with all the duties that are conferred or charged upon the Trustee originally named herein, and Trustee covenants to promptly execute, acknowledge and deliver to the Beneficiaries a deed conveying record title to the Property to the successor trustee(s) and any and all documents in connection therewith. Said power of substitution or removal may be exercised

at any time or from time to time, with or without cause, and one or more exercises thereof shall not be deemed to exhaust said power.

14. Successors. The provisions of this Trust Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Land Trust Agreement under seal as of the day and year first above written.

TRUSTEE:

Anthony Miner O'Connell (SEAL)
Anthony Miner O'Connell, Trustee
6541 Franconia Road
Springfield, Virginia 22150

Percentage Interest
In The Trust

17.96687%

17.96687%

17.96687%

46.0994%

BENEFICIARIES:

Jean Mary O'Connell Nader (SEAL)
Jean Mary O'Connell Nader

Sheila A O'Connell (SEAL)
Sheila Ann O'Connell

Anthony Miner O'Connell (SEAL)
Anthony Miner O'Connell

Anthony Miner O'Connell (SEAL)
Anthony Miner O'Connell, Trustee,
Under the Last Will and Testament
of Harold A. O'Connell

STATE OF Virginia
COUNTY OF FAIRFAX, to wit:

3rd day of August 1992, by Anthony Miner O'Connell, Trustee.

Baldina A Antonucci
Notary Public

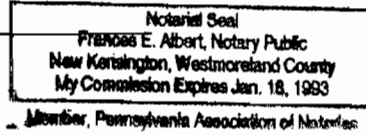
My Commission expires: 7-31-94

STATE OF _____
COUNTY OF _____, to wit:

13th The foregoing instrument was acknowledged before me this day of August 1992, by Jean Mary O'Connell Nader.

Francis E. Albert
Notary Public

My Commission expires: _____



STATE OF Maine
COUNTY OF Cumberland, to wit:

16th The foregoing instrument was acknowledged before me this day of October 1992, by Sheila Ann O'Connell.

Pearl R. Mahany
Notary Public

My Commission expires: UNCOMMISSION EXPIRES OCTOBER 15, 1997

STATE OF VIRGINIA
COUNTY OF FAIRFAX, to wit:

3rd The foregoing instrument was acknowledged before me this day of August 1992, by Anthony Miner O'Connell.

Barbara A. Antonucci
Notary Public

My Commission expires: 7-31-94

STATE OF VIRGINIA
COUNTY OF FAIRFAX, to wit:

3rd The foregoing instrument was acknowledged before me this day of August 1992, by Anthony Miner O'Connell, Trustee, under the Last Will and Testament of Harold A. O'Connell.

Barbara A. Antonucci
Notary Public

My Commission expires: 7-31-94

BK 8845 1458

Exhibit A

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

BK 8845 1459

JOSEPH BERRY
VIENNA, VIRGINIA
CIVIL ENGINEER
COUNTY SURVEYOR FOR FAIRFAX COUNTY

Description of H.A.O'Connell's property, situated in Mount Vernon District, Fairfax County, Virginia and bounded as follows:-

Beginning at the corner of E.A. Brice in the middle of the old railroad bed, now abandoned; thence with the line of Brice S. 74° 08' 20" E. (passing through a pipe at 40.0 ft.) 929.77 ft. to a pipe in the line of William Parker; thence with the line of Parker and continuing the same course with the line of Mrs. Edna B. Hunter S. 1° 42' 25" W. 477.15 ft. to a pipe; thence with another line of Mrs. Hunter S. 85° 19' 50" W. (passing through a pipe at 1088.26 ft.) 1131.22 ft. to the middle of the old railroad bed; thence with the middle of the old railroad bed N. 16° 43' 20" E. 859.5 ft. to the beginning. Containing 15.329 acres.

Joseph Berry

Exhibit B

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, all of the beneficial owners of that certain real property located in Fairfax County, Virginia, and more particularly described on the attached and incorporated Exhibit A ("Property"), do hereby nominate, constitute and appoint Anthony Miner O'Connell of Fairfax County, Virginia, our true and lawful agent and attorney-in-fact to do, execute and perform all and every act necessary to be done in and about the Property. And the execution or performance of any act or thing pursuant to these presents shall be as binding upon the undersigned, as fully and amply, to all intents and purposes, as if they have been duly executed and acknowledged or performed by the undersigned.

And we hereby ratify and confirm all lawful acts and things heretofore done by the said attorney-in-fact on our behalf.

This power shall not terminate upon the disability of the principals.

Any person, firm or corporation shall be fully protected in relying upon this power of attorney unless and until such person, firm or corporation has received actual written notice of its revocation or a notice of its revocation has been recorded among the land records of Fairfax County, Virginia.

WITNESS the following signatures and seals, this 16TH day of OCTOBER, 1992.

Jean Mary O'Connell Nader (SEAL)
Jean Mary O'Connell Nader

Sheila O'Connell (SEAL)
Sheila Ann O'Connell

Anthony Miner O'Connell (SEAL)
Anthony Miner O'Connell

Anthony Miner O'Connell, Trustee (SEAL)
Anthony Miner O'Connell, Trustee,
Under the Last Will and Testament of
Harold A. O'Connell

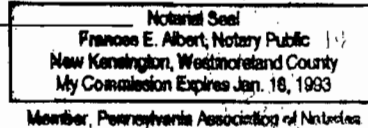
BK 8845 1461

STATE OF Pennsylvania
COUNTY OF Westmoreland, to wit:

13th The foregoing instrument was acknowledged before me this
day of August 1992, by Jean Mary O'Connell Nader.

Francis E. Albert
Notary Public

My Commission expires: _____



STATE OF Maine
COUNTY OF Cumberland, to wit:

8th The foregoing instrument was acknowledged before me this
day of September 1992, by Sheila Ann O'Connell.

[Signature]
Notary Public

My Commission expires: September 21, 1999

STATE OF VIRGINIA
COUNTY OF FAIRFAX, to wit:

3rd The foregoing instrument was acknowledged before me this
day of August 1992, by Anthony Miner O'Connell.

Basiliana A. Antonucci
Notary Public

My Commission expires: 7-31-94

STATE OF VIRGINIA
COUNTY OF FAIRFAX, to wit:

3rd The foregoing instrument was acknowledged before me this
day of August 1992, by Anthony Miner O'Connell,
Trustee, under the Last Will and Testament of Harold A. O'Connell.

Basiliana A. Antonucci
Notary Public

My Commission expires: 7-31-94

With plat attached NOV 12 93
RECORDED FAIRFAX CO VA
TESTE: [Signature]
CLERK

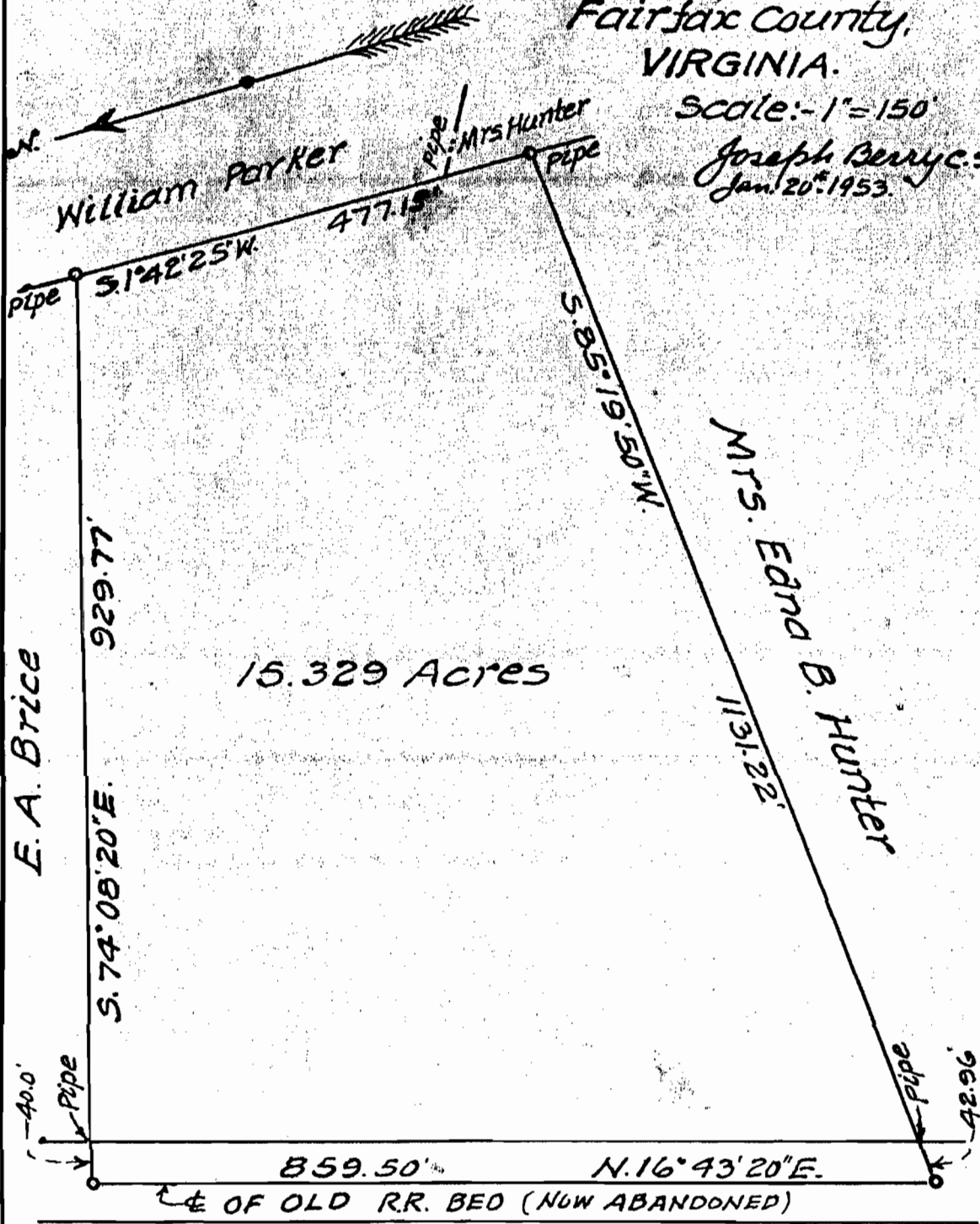
BK 8845 1462

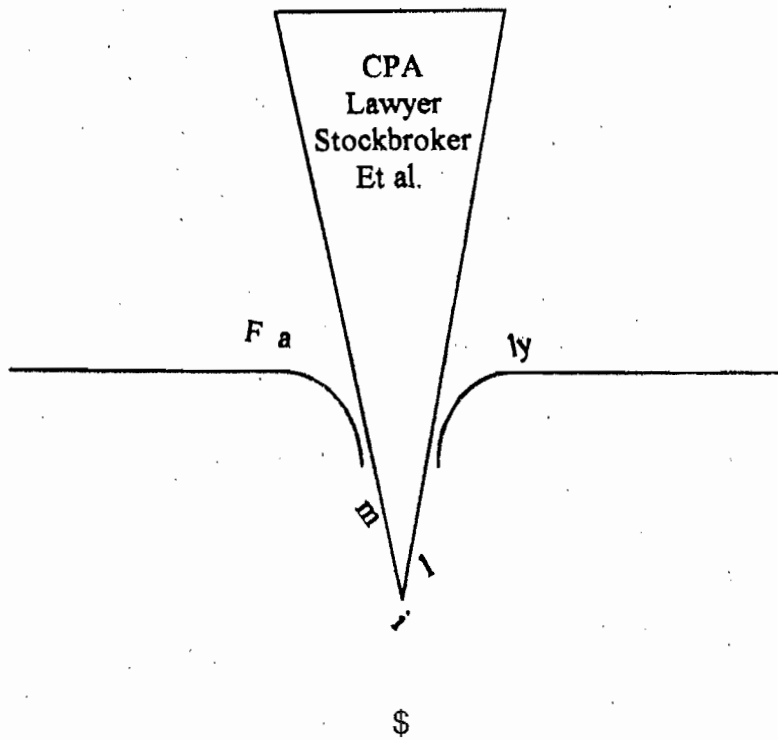
Last page of Agreement

PROPERTY OF
H. A. O'CONNELL,
Fairfax County,
VIRGINIA.

Scale: - 1" = 150'

Joseph Perry, C.S.
Jan 20, 1953.





① 4P

no env. 1/31/13

VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

JEAN MARY O'CONNELL NADER,)

Plaintiff,)

v.)

Case No. 2012-13064

ANTHONY MINER O'CONNELL,)

Individually and in his capacity as)

Trustee under a Land Trust Agreement)

Dated October 16, 1992 and as)

Trustee under the Last Will and)

Testament of Harold A. O'Connell, *et al.*)

Defendants.)

ORDER

THIS CAUSE came on to be heard upon the motion of the Plaintiff, Jean Mary O'Connell Nader, by counsel, for summary judgment pursuant to Va. Sup. Ct. Rule 3:20; upon the reply to the motion filed by Sheila Ann O'Connell, *pro se*; and upon the argument of counsel; and

IT APPEARING TO THE COURT as follows:

1. The material facts set forth in the Complaint filed by Plaintiff in this action are deemed to be admitted by Defendant Anthony M. O'Connell pursuant to Va. Sup. Ct. Rule 1:4(e), based on the failure of Defendant Anthony M. O'Connell to deny such facts in the responsive pleading filed by him, entitled "Response to Summons Served on September 8, 2012."

2. In her Answer to the Complaint and Reply to Motion for Summary Judgment, the remaining party-in-interest, Defendant Sheila Ann O'Connell, agrees with the facts set forth in the Complaint and the relief requested by Plaintiff.

3. Because there are no material facts in dispute in this action and the facts alleged in the Complaint support the relief requested therein, summary judgment pursuant to Va. Sup. Ct. Rule 3:20 on all counts alleged in Plaintiff's Complaint is appropriate.

IT IS THEREFORE ORDERED:

A. That judgment in favor of Plaintiff Jean Mary O'Connell Nader as to Count I of the Complaint be, and hereby is, granted; that Anthony Miner O'Connell is hereby removed as trustee under the Land Trust Agreement dated October 16, 1992, pursuant to Va. Code § 64.2-1405 (formerly Va. Code § 26-48), effective immediately; and that all fees payable to Anthony Minor O'Connell under the terms of the Land Trust Agreement, including but not limited to, the trustee's compensation under paragraph 9.01, and all interest on advancements by the trustee to the trust for payment of real estate taxes pursuant to paragraph 9.03, are hereby disallowed and deemed forfeited;

B. That judgment in favor of Plaintiff Jean Mary O'Connell Nader as to Count II of the Complaint be, and hereby is, granted; that Anthony Minor O'Connell is hereby removed as trustee of the trust created under the Last Will and Testament of Harold A. O'Connell, pursuant to Va. Code § 64.2-759 (formerly Va. Code § 55-547.06), effective immediately;

C. That judgment in favor of Plaintiff as to Count III of the Complaint be, and hereby is, granted; that Plaintiff Jean Mary O'Connell Nader is hereby appointed as successor trustee under the Land Trust Agreement and as trustee of the trust under the Last Will and Testament of Harold A. O'Connell; that the term of the Land Trust Agreement is hereby

continued until further Order of this Court or until the real property held under the Land Trust is sold and final distribution of the net proceeds is made to the trust's beneficiaries, whichever occurs first; and that Plaintiff, as successor trustee under the Land Trust Agreement, shall proceed forthwith to sell the real property held by such trust as soon as reasonably practicable upon such terms and conditions as she deems appropriate and consistent with her fiduciary duties; and

D. That Plaintiff is hereby awarded her reasonable attorney's fees and costs in this action in the amount of \$ 17,504.12 ^{DOE}, to be paid from the Land Trust at such time as funds become available.

ENTERED this 25th day of January, 2013.



JUDGE

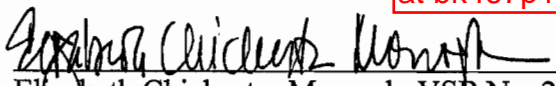
I ASK FOR THIS:

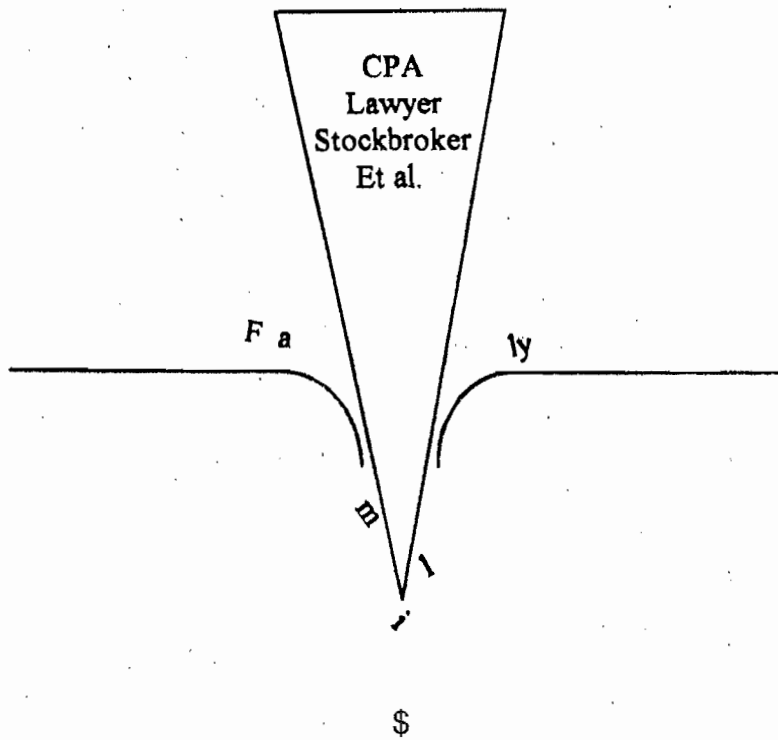
BLANKINSHIP & KEITH, P. C.
4020 University Drive
Suite 300
Fairfax, VA 22030
703-691-1235
FAX: 703-691-3913

Comments:

(1) An Agreement does not transfer ownership or "successor trustee" status. A Deed transfers ownership.
(2) Why does Judge Smith not recognize the Deed or say why it should not be recognized? It has been in the public record for 23 years.
(3) History suggests that the accountants and their collaborators want Jean Nader in and me [Anthony OConnell] out because they can use Jean Nader as an unwitting agent to make money disappear and to cover it up by dis-empowering our family. This could be verified by exposing the accounting at bk467p191.

By:


Elizabeth Chichester Morrogh, VSB No. 25112
BVMorrogh@bklawva.com
Jennifer L. McCammon, VSB No. 77034
JMcCammon@bklawva.com
Counsel for Plaintiff



Writer's E-Mail Address:
shall@bklawva.com
Direct Dial: (703) 293-7231

July 3, 2013

An agreement does not transfer ownership.
A deed transfers ownership.

Ms. Sheila O'Connell Shevenell
663 Granite Street
Freeport, Maine 04032

Mr. Anthony M. O'Connell
439 S. Vista Del Rio
Green Valley, Arizona 85614

Property in the Lee District, Fairfax County
TM 90-4 ((1)) 17

Dear Ms. Shevenell and Mr. O'Connell:

January 25, 2013, is the date of the Order
signed by Chief Judge Dennis J Smith

This firm is representing your sister Jean O'Connell Nader in her capacity as Successor Trustee under the Land Trust Agreement dated October 16, 1992. Jean has asked us to bring you up to date on the actions she has taken with regard to the approximately 15 acre trust property ("Property") identified above since she was appointed Successor Trustee on January 25, 2013.

It was apparent to Jean when she became Successor Trustee that the Property had to be sold. The delinquent real estate taxes, which had been accruing interest and penalties, were approaching a total of \$30,000, and Fairfax County had turned the matter over to a collection agency. Jean was advised that if the taxes were not brought current, there would eventually be a tax sale which, given the Property's R-1 zoning and the fact a large portion of the Property is in the Resource Protection Area ("RPA"), would in all probability yield only a fraction of the Property's true value.

Jean's first step was to have the Property appraised. She retained a highly regarded local appraiser to prepare a Restricted Appraisal. Because it is difficult at this point to predict accurately the density at which the Property may be approved for development, at our instruction the appraiser provided a value range per townhouse lot. In determining this range, he assumed that the Property could be developed with approximately 30 to 39 townhouse units.

Ms. Shevenell
Mr. O'Connell
July 3, 2013
Page 2

While Tony was Trustee he had been in negotiation with Bill Lynch and Andy Somerville for the sale of the Property. A contract was never signed, but Bill and Andy apparently did quite a bit of work in exploring how the Property could be developed. Knowing that Bill and Andy remained interested in the Property, we on Jean's behalf asked them to submit a non-binding letter of intent which set out the basic terms and conditions under which they would be willing to purchase the Property. They did so, but Jean concluded that the price offered was not acceptable. She responded with a counteroffer which was eventually accepted. A letter of intent was executed on May 24, 2013, and we immediately set out negotiating a binding Real Estate Sales Contract ("Contract") based upon the letter of intent. By June 20, 2013, there was a fully executed Contract between Jean as Successor Trustee and Long Branch Partners, L.L.C. ("Purchaser"), a limited liability company owned and controlled by Bill and Andy.

The pertinent provisions of the Contract are as follows:

- There is a 90 day Feasibility Period during which Purchaser will determine whether to proceed under the Contract or to terminate it.
- In the event Purchaser does not terminate the Contract, within ten (10) days of the close of the Feasibility Period, Purchaser shall pay off the delinquent real estate taxes, and it shall continue to pay the real estate taxes on the Property as they become due until Settlement or until termination of the Contract.
- The repayment of the real estate taxes to Purchaser will be reflected in a non-recourse promissory note which Jean will execute as Successor Trustee and which will be secured by a Deed of Trust against the Property. At Settlement there will be credited against the purchase price all the real estate taxes which Purchaser has paid.
- Purchaser will be responsible, at its own expense, for rezoning the Property and getting its subdivision approved. (The rezoning will be heard by the Board of Supervisors in a decidedly political context; the subdivision process is administrative.) Purchaser's obligation to purchase the Property is contingent upon its getting approval of at least 30 townhouse lots.
- The purchase price will be determined by the number of approved townhouse lots, the per lot price of \$57,500 being the top of the value range established by the appraiser.

Ms. Shevenell
Mr. O'Connell
July 3, 2013
Page 3

It is anticipated, and the Contract provides, that Settlement will take place in late 2015 or even early 2016, assuming the contingency is met. While it is unfortunate that Settlement cannot take place sooner, getting the highest value for the Property necessarily requires having it rezoned and having its subdivision approved. As noted above, Purchaser will undertake this effort at its own expense, and that expense will be considerable. Also, while the entitlement process is moving forward, Purchaser will be paying the real estate taxes on the Property.

Jean is delighted that Purchaser is committed to paying a good price for the Property, as determined by the appraisal. In addition, because no broker was involved in the transaction, the Trust will be spared paying a hefty commission out of the settlement proceeds.

Bill and Andy appear to be quite excited to have the Property under Contract. They are experienced developers in Fairfax County and give every indication that they will aggressively pursue the rezoning of the Property and subdivision approval. At this point there is reason for cautious optimism that Settlement will eventually take place under the terms and conditions of the Contract. Please be aware, however, that Settlement is far from certain and that you should not assume that the contingency will be fulfilled and the Property sold to Purchaser.

We will keep you up to date on Purchaser's progress.

Best regards to you both.

Yours truly,



Sarah E. Hall

SEH/sp

cc: Jean Nader
Elizabeth V. C. Morrogh, Esquire

Comments:

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NINETEENTH JUDICIAL CIRCUIT OF VIRGINIA

Fairfax County Courthouse
4110 Chain Bridge Road
Fairfax, Virginia 22030-4009

703-246-2221 • Fax: 703-385-4432 • TDD: 703-352-4139

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DENNIS J. SMITH, CHIEF JUDGE
MARCUS D. WILLIAMS
JANE MARUM ROUSH
LESLIE M. ALDEN
JONATHAN C. THACHER
R. TERRENCE NEY
RANDY I. BELLOWES
CHARLES J. MAXFIELD
BRUCE D. WHITE
ROBERT J. SMITH
DAVID S. SCHELL
JAN L. BRODIE
LORRAINE NORDLUND
BRETT A. KASSABIAN
MICHAEL F. DEVINE
JUDGES

COUNTY OF FAIRFAX

CITY OF FAIRFAX

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MICHAEL P. McWEENY
GAYLORD L. FINCH, JR.
STANLEY P. KLEIN
RETIRED JUDGES

May 9, 2014

Anthony O'Connell
439 South Vista De Rio
Green Valley, AZ 85614

Re: *In Re: Harold A. O'Connell*, CL-2012-13064

Mr. O'Connell,

I am in receipt of your multiple letters, the latest dated April 18, 2014, regarding the above referenced case. Please note that no action is initiated by sending correspondence to a judge as all pleadings must be filed with the Clerk of Court. In fact, your communication is considered to be an *ex parte* communication to the court which is prohibited. Pursuant to Canon 3B7 of Canons of the Judicial Conduct for the State of Virginia, judges can only permit or consider *ex parte* communications if the judge makes provision promptly to notify all other parties of the substance of the *ex parte* communication and allows an opportunity to respond.

A hearing was held in the above-referenced case on January 25, 2013. A final order was entered on January 28, 2013, a copy of which is enclosed. You will receive no further correspondence from this Court regarding this matter.

Respectfully yours,

Chief Judge Dennis J. Smith
Fairfax County Circuit Court

CC: Elizabeth Morrogh, Esq.
Blankingship & Keith, P.C.
4020 University Drive, Suite 300
Fairfax, VA 22030
Encl: Order from 1/28/13