NEIGHBORHOOD COOPERATION AGREEMENT

THIS AGREEMENT, made as of this 7th day of January, 2005, by and among Hillwood Museum and Gardens Foundation, a District of Columbia nonprofit organization, (hereinafter referred to as "Hillwood"), and the undersigned neighbors of Hillwood (hereinafter collectively referred to as the "Neighborhood Parties") their successors, heirs, devisees, and alienees:

WITNESSETH:

WHEREAS, Hillwood is the owner of a museum at 4155 Linnean Ave, N.W., in the District of Columbia, which is formally known as Lot 1 in Square 2244; and

WHEREAS, Hillwood operates as a museum in an R-1-A Zone District pursuant to BZA Orders No. 12297, 13668, 14735, and 16019, incorporated herein by reference; and

WHEREAS, Hillwood has filed Application No. 17229 with the Board of Zoning Adjustment seeking to modify certain conditions in the applicable BZA Orders to expand the numbers of visitors and events permitted on the premises; and

WHEREAS, the Neighborhood Parties are owners of real property within 200 feet of the Project; and

WHEREAS, many owners of property in the immediate vicinity of Hillwood have expressed concerns about the effect of the increase in activity at Hillwood on traffic and street parking in the area; and

WHEREAS, Hillwood desires to address the various concerns raised by the Neighborhood Parties, recognizes the importance of living in harmony with its neighbors, and seeks to contribute toward the improvement of its surroundings; and

WHEREAS, Hillwood intends to minimize the quantity and impact of traffic on the community arising from its expanded operations; and to maintain communication with neighbors to the fullest extent possible; and

WHEREAS, Hillwood desires to obtain the support of Neighborhood Parties for its application;

NOW, THEREFORE, in consideration of the foregoing and of the agreements herein contained, and for other good and valuable consideration, as further described herein, the mutual receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

I. Normal museum operations.

A. Hillwood will seek to eliminate parking on the street through the following measures:

1. Attendance and parking will be by reservation only.

BZA
Case No. 17229
Exhibit No. 37
Board of Zoning Adjustment
District of Columbia
CASE NO. 17229
EXHIBIT NO. 37

2. At time of reservation, visitors will be asked how they intend to arrive. If they plan to drive, they will be denied a reservation unless there is adequate space in the lot for their car, considering the anticipated demand from visitors (defined herein as anyone who is not an employee) and employees (defined herein as paid staff and volunteers.)

3. There shall be no charge for parking.

4. Reservations shall be made for no more than 110 cars in the morning and 110 cars in the afternoon, including limousines, whether or not they remain on site.

5. No more than two buses will be permitted to enter the property in the morning and two in the afternoon.

6. Hillwood shall take reasonable measures to assure that employees and visitors do not park on the street. These will include, at a minimum, the following:

   a. Guards will refuse admittance to all visitors arriving on foot unless the guards are reasonably satisfied that they did not park on the street.

   b. Signs will be placed at the entrances to Hillwood similar to the following:

   c. "All employees and visitors arriving by car must park on the premises."

   d. Off-street parking will be provided to employees who drive on a regular or emergency basis.

   e. If requested by one or more of the parties to this agreement, Hillwood will consult with the parties to this agreement and will use best efforts to institute special measures recommended by them.

II. Overflow events: Up to four overflow events per year may be held without limit on numbers of cars or attendees, under the following conditions:

A. The event is either a fundraising event for Hillwood or is primarily related to Hillwood's educational mission.

B. Sufficient off-street parking is provided so that no vehicle needs to park on the street.

C. Hillwood takes all reasonable measures to assure that visitors do not park on the street. These must include, at a minimum, the following:

1. Invitations and other advertising media will direct visitors not to park on the street.

2. Signs will be placed at the entrances to Hillwood similar to the following:

3. "All employees and visitors arriving by car must park on the premises."

4. Free valet parking will be provided for off-site parking.

5. Drop-off and pickup for valet parking will be adjacent to the visitors' center or another main building on the premises.

6. Contracts with valet parking companies will expressly prohibit drivers from parking on the street.

7. There may be no more than two bus arrivals including drop-offs and pickups

8. Space shall be provided for bus parking on the property. To the extent practicable, Hillwood will not schedule overflow events on days when other nearby institutions are having large events. Such institutions include Levine School of Music, the Embassy of the Netherlands, and Howard Law School, or their successors.

9. If requested by one or more of the parties to this agreement, Hillwood will consult with the parties to this agreement and will use best efforts to institute special measures recommended by them.

III. Evening and Sunday Events: In addition to the four "overflow" events discussed in Paragraph II, evening and Sunday events shall be limited as follows:

A. Sunday hours will be from 12:30 p.m. – 6:00 p.m. There shall be no Sunday evening events.

B. There may be up to 41 evening and Sunday events per year. All events shall be primarily educational events related to Hillwood's mission or fundraising events for Hillwood.

C. No more than 18 Sunday events may be held in any calendar year.

D. No more than three Sunday events shall be held in any calendar month, nor may Sunday events be held on consecutive Sundays. In print and

electronic media, Sunday events shall be characterized as special programs.

E. No more than two evening events shall be held in any calendar week.

F. There shall be a limit of 75 cars at evening events and 100 at Sunday events, including limousines, whether the cars are parked on or off the property.

G. Visitors will not arrive by bus on Sundays except for two buses on each of two Sundays per year.

H. Visitors will not arrive by bus to evening events except for up to five evening events per year. At such events, there may be no more than five bus arrivals including both drop-offs and pickups.

I. Space shall be provided for bus parking on the property.

J. Hillwood will take all reasonable measures to assure that visitors do not park on the street. These must include, at a minimum, the following:

1. Invitations and other advertising media will state that all parking must be in the museum's parking facility and street parking will not be permitted.

2. Signs will be placed at the entrances to Hillwood similar to the following:

3. "All employees and visitors arriving by car must park on the premises."

4. Free valet parking will be provided for off-site parking.

5. Drop-off and pickup for valet parking will be adjacent to the Visitors' Center or another main building on the premises.

6. Contracts with valet parking companies will expressly prohibit drivers from parking on the street.

7. If requested by one or more of the parties to this agreement, Hillwood will consult with the parties to this agreement and will use best efforts to institute special measures recommended by them.

IV. Measures to reduce the queue on Linnean:

A. At no time shall Hillwood permit a street queue of more than three cars at the upper entrance or two at the lower entrance.

B. During all events, both gates will be opened for ingress.

C. If requested by one or more of the parties to this agreement, Hillwood will consult with the parties to this agreement and will use best efforts to institute special measures recommended by them.

D. At no time shall Hillwood permit a street queue of more than one bus.

V. Buses and taxis

A. All buses and taxis which park or wait must do so on the property. For purposes of this Agreement, a bus measuring 25 feet or less will be considered a car.

VI. Complaints

A. Hillwood will provide the parties to this agreement with the names, telephone numbers, and email addresses of staff persons responsible for taking complaints about parking or other perceived violations of this agreement.

VII. Previous BZA conditions which continue in substantially the same form:

A. The facility shall be open five days per week for regular daily visits. Sundays are not to be included in this schedule.

B. The hours of operation for regular daily visits shall be from 8:30 a.m. to 6:00 p.m.

C. Evening events shall end no later than 10:00 p.m. Sunday events shall begin no earlier than 12:30 and end no later than 6:00 p.m.

D. No amplified music or speech shall be allowed at the site that can be heard off the premises.

E. No outside groups or individuals shall be allowed to rent the applicant's facility.

F. The applicant shall provide security at the site 24 hours a day, seven days a week.

G. A "No right turn" sign shall be installed at all the vehicular exits from the site.

H. Hillwood agrees to maintain its quarterly neighborhood meetings.

I. Hillwood will meet quarterly with the Neighborhood Parties to discuss matters of concern. If the BZA Order requires quarterly meetings with neighbors, such meetings will serve for the Neighborhood Parties as well.

Nothing herein will prevent Hillwood from meeting with the Neighborhood Party or Parties as often as reasonably necessary to resolve a dispute.

VIII. Enforcement and other provisions

A. Each March, June, October, and December, by e-mail or letter, Hillwood shall provide the Neighborhood Parties, ANC 3F and all residences within 200 feet of Hillwood with an updated list of events planned for the following three months, including the date, type of event (whether evening, Sunday, or overflow), and whether buses are anticipated. Unless impracticable, this report will be included with the invitation to the quarterly meeting.

B. Each March, June, October, and December, by e-mail or letter, Hillwood shall provide the Neighborhood Parties, ANC 3F and all residences within 200 feet of Hillwood with a report of the previous three months showing date, type of event, (whether evening, Sunday, or overflow), whether valet parking was utilized and whether it was a bus event. The March report will also separately cover the previous calendar year with the same breakdown.

C. Within two weeks of receiving a request from a Neighborhood Party, Hillwood shall make available for viewing and copying the following records: (a) the gate log for the period requested for daily and event traffic; (b) reservation records showing number of cars expected for daily visitors; (c) sufficient information to distinguish between visitor and employee cars; and (d) with respect to Sunday, evening, and overflow events, numbers of visitors (if available), as well as numbers of cars, and numbers of buses per event.

D. Any Neighborhood Party may bring complaints to Hillwood of violations of this agreement. Before initiating a formal proceeding, the Neighborhood Party making the complaint will attempt to adjust and resolve the matter with Hillwood. Hillwood shall use best efforts to resolve the issue as promptly as possible, preferably within 30 days of notice by the Neighborhood Party. As part of such effort, Hillwood will consider modifying its operations in such a way as to avoid repetitive violations. During this process, all participants shall work in good faith toward resolution of the problem.

E. If the issue is not resolved, any Neighborhood Party may initiate arbitration, To the extent that the violation is covered by a condition in the BZA Order, and if alternative remedies are available through the BZA, the Neighborhood Party will not seek arbitration unless approved by Hillwood.

F. If the Neighborhood Party or Parties and Hillwood cannot agree on an arbitrator within 30 days after notice to Hillwood that Arbitration is being sought, they will each select a member of the American Arbitration Association or similar body who will select a third person to act as arbitrator.

G. If an arbitrator is chosen as provided above, the Arbitrator shall conduct a proceeding on as expeditious a schedule as possible, and with minimum formality. The Arbitrator will hear and determine the complaints, decide whether relief shall be granted and issue an appropriate order. The ruling of the Arbitrator shall be made within 30 days after conclusion of the hearing and shall be binding and conclusive and shall not be subject to appeal. It may be entered by any party as a judgment and be enforceable through the Superior Court of the District of Columbia as provided by D.C. Code § 16-4313, as amended from time to time.

H. If the Arbitrator finds against Hillwood, it may impose penalties deemed appropriate by the Arbitrator, with consideration for the following guidelines:

1. For a substantial or continuing violation (that is, other than a minor non-compliance) a fine will be imposed of up to $1,000 per infraction for the first three infractions in any one calendar year; up to $2,000 per infraction for each of the next three infractions in said year; and up to $4,000 per infraction for each subsequent infraction in said year; and/or

2. The arbitrator may issue a direction to Hillwood similar to an injunction or cease and desist order to refrain from certain conduct or to undertake certain conduct, consistent with the Agreement in cases of substantial and repeated violation.

I. Whether or not a matter is referred to the Arbitrator for the imposition of penalties or other relief, parties may seek actual damages in court.

J. If the arbitrator rules against Hillwood, the Arbitrator's fees and the legal fees of the Neighborhood Parties shall be paid by Hillwood. If such a proceeding results in a ruling in favor of Hillwood, the arbitrator's fees shall be paid one-half by Hillwood and one-half by the party which initiated the proceeding, with each party bearing its own legal fees. However, if the arbitrator determines that the position of the initiating party was frivolous, the arbitrator may impose the Arbitrator's and Hillwood legal fees on the party who initiated but did not prevail. If a fine is imposed on Hillwood, Hillwood will reimburse the Neighborhood Party for any expenses they incurred in bringing and prosecuting the enforcement action, to the extent not otherwise reimbursed as provided

above. Any remaining fines will be will be donated by Hillwood to a 501(C)(3) charity selected by the Neighborhood Parties.

K. The parties hereto agree to request that the BZA incorporate as many of the terms of this Agreement as possible as conditions of any Final Order.

L. As requested, the Neighborhood Parties will support in writing and in testimony Hillwood's application before ANC 3F, the BZA, and other appropriate District agencies, provided it is consistent with this agreement.

IX. General Provisions

A. It is understood that this Agreement does not limit the ability of any party at any time to enforce existing law or the Zoning Regulations or to seek or oppose any change in any existing law or the Zoning Regulations.

B. The provisions of this agreement will stay in force indefinitely until and to the extent that the BZA grants modifications to the operational limitations herein. Hillwood will not seek a significant change in these operating conditions for a period of 10 years, beginning August 10, 2004, including, without limitation, any change in the numbers of evening, Sunday, and overflow events or numbers of cars and buses, except that Hillwood may seek such changes no more than once every two years as long as such changes are approved in writing by at least all but one of the households represented by the Neighborhood Parties. Insignificant changes may be requested once per year and will be granted if a majority of the Neighborhood Parties agree in writing that the change is insignificant and that they concur with the change.

C. If any provision of this Agreement or any application thereof shall be declared to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof and any other application thereof shall not in any way be affected or impaired, and such remaining provisions shall continue in full force and effect. Nothing herein will supersede the laws and regulations of the District of Columbia or prevent the parties hereto from seeking enforcement of said laws and regulations.

D. This Agreement constitutes the entire agreement between the parties with respect to the subject matter described herein. It will be recorded among the land records of the District of Columbia and run with the land.

E. All parts of this Agreement shall be governed by and construed in accordance with the laws of the District of Columbia.

F. The terms of this Agreement contained herein are binding on Hillwood, its subcontractors, agents, assigns and other successors in interest and on Neighborhood Parties, their successors, heirs, devisees and assigns.

G. All exhibits attached to this Agreement, if any, are incorporated into and made a part of this Agreement, except as modified by this Agreement. The parties shall carry out the obligations set forth in the Exhibits as fully as though such obligations were set forth in the body of the Agreement.

H. Except as provided in Paragraph IX B above, no change or modification of this Agreement or any waiver of the provisions hereof shall be valid unless same is in writing and signed by all of the parties. Waiver from time to time, whether by action or inaction, of any provision or of any default hereunder shall not be deemed to be a full waiver of such provision or waiver of any other provision hereunder or a waiver of any earlier or later default. In addition, this agreement shall only take effect on the issuance of an order in BZA Case No. 17229 granting the expansion of numbers of visitors, cars, buses, or events at Hillwood. If a condition imposed by the Board so conflicts with any provision herein that both cannot be followed simultaneously, then the parties will use their best efforts to revise this agreement as necessary. Moreover, if the BZA rejects limitations on cars, in favor of limitations on visitors, the parties will revise this agreement accordingly, so long as the outcome with respect to cars is substantially the same. All notices and communications hereunder shall be in writing and deemed duly given if personally delivered or delivered by facsimile or certified mail, return receipt requested, postage prepaid as follows:

1. If to Neighbors:

   a. Robert Axelrod and Christy Wise
   2610 Tilden Place Tel. ___ Fax. ___

   b. Burton and Gail Schonfeld
   4101 Linnean Ave Tel. ___ Fax. ___

   c. Bernard and Shirley Koteen
   2604 Tilden Place Tel. ___ Fax. ___

   d. Christopher and Ann Sheldon
   4024 Linnean Ave Tel. ___ Fax. ___

   e. James and Karen Foreit
   4140 Linnean Avenue Tel. ___ Fax. ___

   f. Daniel and Mona Szente
   4100 Linnean Ave. Tel. ___ Fax. ___

   g. William and Cynthia Kelly, Jr.
   4205 Lenore Lane Tel. ___ Fax. ___

   with a copy to:

Stephen N. Gell, Esq.
Fifth Floor, 1101 30th Street, N.W.
Washington, DC 20007
Fax: 703-522-5503

2. If to Hillwood:

Mr. Fred Fisher
Hillwood Museum and Gardens
4155 Linnean Ave, N.W.
Washington, DC 20009
Fax:

with a copy to:

Allison Prince, Esq.
Shaw Pittman LLP
2300 N Street, N.W.
Washington, DC 20037

I. The parties hereto shall be responsible for notifying each other of any change of address or change of parties to be notified.

J. Any reference herein to the singular shall include the plural and reference to the male, female, or neuter gender shall include reference to all other genders.

K. Time shall be of the essence with regard to all matters contained within this Agreement.

L. The date on which this Agreement is accepted by the last party to accept and sign this Agreement shall be inserted as the effective date of this Agreement under the first paragraph. This Agreement may be executed in counterparts, such that all counterparts when read together shall constitute one instrument.

Executed in one original and eight counterparts, each to have the same force as the original.

IN WITNESS WHEREOF, on the day and year first above written, Hillwood has caused these presents to be signed by _____, Executive Director, Hillwood and in its name to acknowledge and deliver these presents as its act and deed.

WITNESS: HILLWOOD

Robert A. Axelrod
2610 Tilden Place

Christy N. Wise

Burton Schonfeld
4101 Linnean Ave

Gail Schonfeld

Bernard Koteen
2604 Tilden Place

Shirley Koteen

Christopher Sheldon
4024 Linnean Ave

Ann Sheldon

James R. Foreit
4140 Linnean Avenue

Karen Foreit

Daniel Szente
4100 Linnean Ave.

Mona Szente

William C. Kelly, Jr.
4205 Lenore Lane

Cynthia Kelly

IN WITNESS WHEREOF, on the day and year first above written, Hillwood has caused these presents to be signed by _____, Chairman of the Board, Hillwood and in its name to acknowledge and deliver these presents as its act and deed.

WITNESS:

HILLWOOD

By: _____
Director

Frederick J. Fisher
Executive Director
1/7/05

JAN.07'2005 10:40 2029667846 HILLWOOD Museum #5901 P.002/002

DISTRICT OF COLUMBIA) ss:

I, Sylvia H. French, a Notary Public in and for the District of Columbia, do hereby certify that, Robert Axelrod, Director, Hillwood, who is personally well known to me (or satisfactorily proven to me) to be Director, Hillwood, a party to the foregoing Agreement, bearing date on the 10th day of January, 2005, appeared before me in said District, and as such acknowledged the same to be the act and deed of Hillwood.

Given under my hand and seal this 10th day of January, 2005.

Sylvia H. French
Notary Public

My Commission Expires: 5/14/2007

IN WITNESS WHEREOF, on the day and year first above written, ROBERT A. AXELROD has executed these presents.

Witness: Robin Matthews

Robert A. Axelrod

DISTRICT OF COLUMBIA) ss:

I, Sylvia H. French, a Notary Public in and for the District of Columbia, do hereby certify that Robert A. Axelrod personally known to me (or satisfactorily proven to me) a signatory of the above agreement bearing date of 1/10, 2005, who being by me first duly sworn, did acknowledge that he executed the foregoing instrument as his free act and deed for the purposes set forth herein.

Given under my hand and seal this 10th day of January, 2005.

Sylvia H. French
Notary Public

My Commission Expires: 5/14/2007

01/25/05 TUE 11:45 FAX 202 452 1924 STAVINS AND AXELROD 004

IN WITNESS WHEREOF, on the day and year first above written, Christy N. Wise has executed these presents.

Witness

Christy N. Wise

DISTRICT OF COLUMBIA) ss:

I, _____, a Notary Public in and for the District of Columbia, do hereby certify that Christy N. Wise personally known to me (or satisfactorily proven to me) a signatory of the above agreement bearing date of _____, 2005, who being by me first duly sworn, did acknowledge that she executed the foregoing instrument as her free act and deed for the purposes set forth herein.

Given under my hand and seal this ____ day of _____, 2005.

Notary Public

My Commission Expires:_____

IN WITNESS WHEREOF, on the day and year first above written, Burton Schonfeld has executed these presents.

Witness

Burton Schonfeld

DISTRICT OF COLUMBIA) ss:

I, Robert Kotchenreuther II, a Notary Public in and for the District of Columbia, do hereby certify that Burton Schonfeld personally known to me (or satisfactorily proven to me) a signatory of the above agreement bearing date of JAN. 25, 2005, who being by me first duly sworn, did acknowledge that he executed the foregoing instrument as his free act and deed for the purposes set forth herein.

Given under my hand and seal this 25th day of JAN., 2005.

Notary Public

Robert Kotchenreuther II
Notary Public, District of Columbia
My Commission Expires 10-31-2006

My Commission Expires:

IN WITNESS WHEREOF, on the day and year first above written, Gail Schonfeld has executed these presents.

Witness

Gail Schonfeld

DISTRICT OF COLUMBIA) ss:

I, _____, a Notary Public in and for the District of Columbia, do hereby certify that Gail Schonfeld, personally known to me (or satisfactorily proven to me) a signatory of the above agreement bearing date of _____, 2005, who being by me first duly sworn, did acknowledge that she executed the foregoing instrument as her free act and deed for the purposes set forth herein.

Given under my hand and seal this ____ day of _____, 2005.

Notary Public

My Commission Expires:_____

IN WITNESS WHEREOF, on the day and year first above written, Christy N. Wise has executed these presents.

Witness

Christy N. Wise

DISTRICT OF COLUMBIA) ss:

I, _____, a Notary Public in and for the District of Columbia, do hereby certify that Christy N. Wise personally known to me (or satisfactorily proven to me) a signatory of the above agreement bearing date of January 1, 2005, who being by me first duly sworn, did acknowledge that she executed the foregoing instrument as her free act and deed for the purposes set forth herein.

Given under my hand and seal this 11th day of January, 2005.

Notary Public

My Commission Expires: 5/14/2007

IN WITNESS WHEREOF, on the day and year first above written, Burton Schonfeld has executed these presents.

Witness

Burton Schonfeld

01/25/05 TUE 11:45 FAX 202 452 1924 STAVINS AND AXELROD 005

IN WITNESS WHEREOF, on the day and year first above written, Bernard Koteen has executed these presents.

Witness

Bernard Koteen

DISTRICT OF COLUMBIA) ss:

I, Laura E. Ledet, a Notary Public in and for the District of Columbia, do hereby certify that Bernard Koteen, personally known to me (or satisfactorily proven to me) a signatory of the above agreement bearing date of January 10, 2005, who being by me first duly sworn, did acknowledge that he executed the foregoing instrument as his free act and deed for the purposes set forth herein.

Given under my hand and seal this 10th day of January, 2005.

Notary Public

Laura E. Ledet
Notary Public of the District of Columbia
My Commission Expires: My Commission Expires 11/30/06

IN WITNESS WHEREOF, on the day and year first above written, Shirley Koteen, has executed these presents.

Witness

Shirley Koteen
SHERLEY

DISTRICT OF COLUMBIA) ss:

I, Laura E. Ledet, a Notary Public in and for the District of Columbia, do hereby certify that Shirley Koteen, personally known to me (or satisfactorily proven to me) a signatory of the above agreement bearing date of January 10, 2005, who being by me first duly sworn, did acknowledge that she executed the foregoing instrument as her free act and deed for the purposes set forth herein.

Given under my hand and seal this 10th day of January, 2005.

Notary Public

Laura E. Ledet
Notary Public of the District of Columbia
My Commission Expires: My Commission Expires 11/30/06

01/25/05 TUE 11:45 FAX 202 452 1924 STAVINS AND AXELROD 006

IN WITNESS WHEREOF, on the day and year first above written, Christopher Sheldon has executed these presents.

Witness

Christopher Sheldon

DISTRICT OF COLUMBIA) ss:

I, Brian Combs, a Notary Public in and for the District of Columbia, do hereby certify that Christopher Sheldon, personally known to me (or satisfactorily proven to me) a signatory of the above agreement bearing date of Jan. 18, 2005, who being by me first duly sworn, did acknowledge that he executed the foregoing instrument as his free act and deed for the purposes set forth herein.

Given under my hand and seal this 18 day of Jan., 2005.

Notary Public District of Columbia
Brian Combs
My Commission Expires June 30, 2009

Notary Public

My Commission Expires:

IN WITNESS WHEREOF, on the day and year first above written, Ann Sheldon has executed these presents.

Witness

Ann Sheldon

DISTRICT OF COLUMBIA) ss:

I, Brian Combs, a Notary Public in and for the District of Columbia, do hereby certify that Ann Sheldon, personally known to me (or satisfactorily proven to me) a signatory of the above agreement bearing date of Jan. 18, 2005, who being by me first duly sworn, did acknowledge that he executed the foregoing instrument as his free act and deed for the purposes set forth herein.

Given under my hand and seal this 18 day of Jan., 2005.

Notary Public District of Columbia
Brian Combs
My Commission Expires June 30, 2009

Notary Public

My Commission Expires:

01/25/05 TUE 11:46 FAX 202 452 1924 STAVINS AND AXELROD 007

IN WITNESS WHEREOF, on the day and year first above written, James R. Foreit has executed these presents.

Witness

James R. Foreit

DISTRICT OF COLUMBIA) ss: Washington DC

I, Shari Mathieu, a Notary Public in and for the District of Columbia, do hereby certify that James R. Foreit, personally known to me (or satisfactorily proven to me) a signatory of the above agreement bearing date of _____, 2005, who being by me first duly sworn, did acknowledge that he executed the foregoing instrument as his free act and deed for the purposes set forth herein.

Given under my hand and seal this 12th day of January, 2005.

Shari Mathieu
Notary Public
District of Columbia
My Commission Expires:

Notary Public

My Commission Expires: 3/14/08

IN WITNESS WHEREOF, on the day and year first above written, Karen Foreit has executed these presents.

Witness Charles Pill

Karen Foreit KAREN GAIL FOREIT

DISTRICT OF COLUMBIA) ss:

I, Beatriz Rowe, a Notary Public in and for the District of Columbia, do hereby certify that Karen Foreit, personally known to me (or satisfactorily proven to me) a signatory of the above agreement bearing date of _____, 2005, who being by me first duly sworn, did acknowledge that she executed the foregoing instrument as her free act and deed for the purposes set forth herein.

Given under my hand and seal this 11 day of Dec, 2005.

Beatriz V. Rowe
Notary Public

My Commission Expires: _____

BEATRIZ V. ROWE
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires February 14, 2008

01/25/05 TUE 11:44 FAX 202 452 1924 STAVINS AND AXELROD 003

IN WITNESS WHEREOF, on the day and year first above written, Daniel Szente has executed these presents.

Witness

Daniel Szente

Commonwealth of Virginia
~~DISTRICT OF COLUMBIA~~) ss:

I, GINA DiPIPPO, a Notary Public in and for the ~~District of Columbia~~ Commonwealth of Virginia, do hereby certify that Daniel Szente, personally known to me (or satisfactorily proven to me) a signatory of the above agreement bearing date of 12 January, 2005, who being by me first duly sworn, did acknowledge that he executed the foregoing instrument as his free act and deed for the purposes set forth herein.

Given under my hand and seal this 12th day of January, 2005.

Notary Public

My Commission Expires: 28 February 2006

IN WITNESS WHEREOF, on the day and year first above written, Mona Szente has executed these presents.

Witness

Mona Szente

Commonwealth of Virginia
~~DISTRICT OF COLUMBIA~~) ss:

I, GINA DiPIPPO, a Notary Public in and for the ~~District of Columbia~~ Commonwealth of Virginia, do hereby certify that Mona Szente, personally known to me (or satisfactorily proven to me) a signatory of the above agreement bearing date of 12 January 2005, who being by me first duly sworn, did acknowledge that she executed the foregoing instrument as her free act and deed for the purposes set forth herein.

Given under my hand and seal this 12th day of January, 2005.

Notary Public

My Commission Expires: 28 February 2006

IN WITNESS WHEREOF, on the day and year first above written, William C. Kelly, Jr. has executed these presents.

Witness

William C. Kelly, Jr.

01/25/05 TUE 11:44 FAX 202 452 1824 STAVINS AND AXELROD 002

IN WITNESS WHEREOF, on the day and year first above written, Daniel Szente has executed these presents.

_____ _____

Witness Daniel Szente

DISTRICT OF COLUMBIA) ss:

I, _____, a Notary Public in and for the District of Columbia, do hereby certify that Daniel Szente, personally known to me (or satisfactorily proven to me) a signatory of the above agreement bearing date of _____, 2005, who being by me first duly sworn, did acknowledge that he executed the foregoing instrument as his free act and deed for the purposes set forth herein.

Given under my hand and seal this __ day of _____, 2005.

_____

Notary Public

My Commission Expires:_____

IN WITNESS WHEREOF, on the day and year first above written, Mona Szente has executed these presents.

_____ _____

Witness Mona Szente

DISTRICT OF COLUMBIA) ss:

I, _____, a Notary Public in and for the District of Columbia, do hereby certify that Mona Szente, personally known to me (or satisfactorily proven to me) a signatory of the above agreement bearing date of _____, 2005, who being by me first duly sworn, did acknowledge that she executed the foregoing instrument as her free act and deed for the purposes set forth herein.

Given under my hand and seal this ____ day of _____, 2005.

_____

Notary Public

My Commission Expires:_____

IN WITNESS WHEREOF, on the day and year first above written, William C. Kelly, Jr. has executed these presents.

Carrie A. Nero William C. Kelly

Witness William C. Kelly, Jr.

01/25/05 TUE 11:46 FAX 202 452 1924 STAVINS AND AXELROD 009

DISTRICT OF COLUMBIA) ss:

I, BARBARA J. GAITHER, a Notary Public in and for the District of Columbia, do hereby certify that William C. Kelley, Jr., personally known to me (or satisfactorily proven to me) a signatory of the above agreement bearing date of 1/19, 2005, who being by me first duly sworn, did acknowledge that he executed the foregoing instrument as his free act and deed for the purposes set forth herein.

Given under my hand and seal this 19th day of January, 2005.

Barbara J. Gaither
Notary Public

BARBARA J. GAITHER
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires February 28, 2007

My Commission Expires:

IN WITNESS WHEREOF, on the day and year first above written, Cynthia Kelly has executed these presents.

Dorrie A. Nero
Witness

Cynthia Kelly
Cynthia Kelly

DISTRICT OF COLUMBIA) ss:

I, BARBARA J. GAITHER a Notary Public in and for the District of Columbia, do hereby certify that Cynthia Kelly, personally known to me (or satisfactorily proven to me) a signatory of the above agreement bearing date of _____, 2005, who being by me first duly sworn, did acknowledge that she executed the foregoing instrument as free act and deed for the purposes set forth herein.

Given under my hand and seal this 19th day of January, 2005.

Barbara J. Gaither
Notary Public

BARBARA J. GAITHER
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires February 28, 2007

My Commission Expires:

01/25/05 TUE 11:46 FAX 202 452 1924 STAVINS AND AXELROD 008