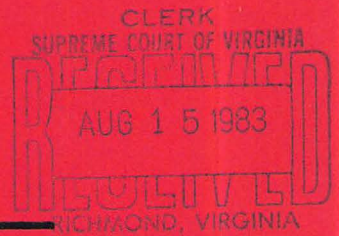


231VA312



IN THE
Supreme Court of Virginia
AT RICHMOND

RECORD NO. 821067

ADC FAIRWAYS CORPORATION,

Appellant,

v.

JOHN MARK CONSTRUCTION, INC.,

Appellee.

JOINT APPENDIX

Volume III

Robert E. McLaughlin
320 Maple Avenue East
Vienna, Virginia 22180

Roger E. Warin
Jeffrey P. Moran
Elizabeth A. Noyes-Palmer
Felice Busto
STEPTOE & JOHNSON, Chartered
1250 Connecticut Avenue, N.W.
Washington, D.C. 20036

Counsel for Appellant

Gary A. Reese
PATTERSON & REESE
4001 Williamsburg Court
Williamsburg Square
Fairfax, Virginia 22032

Counsel for Appellee

TABLE OF CONTENTS

Volume III

Appendix Page

Excerpts from 3-2-82, "Afternoon Session":

Richard McCarty	911
Argument and Colloquy	956
Transcript of Opinion and Judgment on 3-2-82	1021

Plaintiff's Exhibits:

#1: Construction Agreement	1027
#2: Modification Agreement	1048
#2a: Scope of Work	1085
#3: Letter	1086
#4: List of Work to be done	1087
#5: Notes	1091
#6: Letter	1092
#7: Letter	1094
#8: Letter	1095
#9: Letter	1096
#10: List	1098
#11: List	1099
#12: List	1128
#13: Invoices	1133
#14: Invoices	1158
#15: Proposal	1175
#16: Walk Through Check List	1177
#17: Bill	1180

TABLE OF CONTENTS

Volume III - continued

Appendix Page

Plaintiff's Exhibits:

#18: Proposal	1182
#19: Walk Through Check List	1183
#20: Walk Through Check Lists	1186
#21: Invoice	1189
#22: Walk Through List	1190
#23: Walk Through List	1193
#24: Walk Through List	1196
#25: Walk Through List	1199
#26: Proposal	1202
#27: Walk Through List	1203
#28: Proposal	1206
#29: Walk Through List	1207
#30: Invoice	1210
#31: Walk Through Check List	1211
#32: Invoice	1214
#33: Invoice	1215
#34: Walk Through Check List	1216
#36: Letter	1219
#37: Billing List	1220
#38: List	1224
#39: Invoice	1228

TABLE OF CONTENTS

Volume III - continued

Appendix Page

Defendant's Exhibits:

#1: Letter.....	1231
#3: Letter.....	1233
#4: Add on to Contract.....	1234
#5: Memorandum.....	1259
#6: Walk for Extras Sheet.....	1260
#7: Loan Agreement.....	1266
#8: Check.....	1313
#9: Billings.....	1314
#10: Account Papers.....	1315
#11: Interest Rates Sheets.....	1326
#12: Sales Reports.....	1327
#13: Letter.....	1339
#13: Inventory of Items.....	1340
#14: Loan Payment Notice.....	1345
#15: Letter.....	1351
#16: Promissory Note.....	1358
#17: Commercial Loan Transaction History.....	1361

AFTERNOON SESSION

Whereupon,

RICHARD McCARTY

having been previously duly sworn, was examined and testified further as follows:

DIRECT EXAMINATION (resumed)

BY MR. REESE:

Q Now, Mr. McCarty, at the close before the recess, the Judge asked you to prepare a statement reflecting the units invoiced by number, prior to June 18th, 1980, at Ivy Mount; the units invoiced after June 18th, 1980, at Ivy Mount, by number; and then a list of the partials by number and by building. Have you --

THE COURT: I didn't use the date, it was just when he asked for money for completed units and which ones did it say were completed and which ones were partials.

BY MR. REESE:

Q Do these lists reflect the completed units and partial units?

A Yes, they do, Your Honor.

MR. REESE: If Your Honor please, it's a rather lengthy document, perhaps we could have it introduced into evidence.

1 THE COURT: Just tell me -- you didn't just write
2 in the numbers on the first page?

3 MR. REESE: They are there.

4 THE COURT: On a separate sheet of paper?

5 THE WITNESS: Yes, sir, these are they .

6 THE COURT: Just give your testimony.

7 BY MR. REESE:

8 Q Now, drawing your attention to -- what units were
9 completed units in Building 4355?

10 A The models, 11 through 17; models 41 through 48 --
11 units, I'm sorry; units 41 through 48; units 34 through 37.

12 Q All right. And were an additional 11 units com-
13 pleted after June 18th?

14 A Yes, they were.

15 Q And those units would be what numbers?

16 A Units 21 through 28 and units 32, 33 and 38.

17 Q All right, sir. With reference to your claim of
18 partials, what units in Building 4355 are claimed as
19 partially completed units?

20 A Units B-1 through B-4 and units A-5 through A-10.

21 Q Now, with reference to Building 4345, what units
22 did you have some work on, a minimum amount of work on?

23 A Units 32 through 34 and units 41 through 48.

1 Q All right, sir, and also some in Building 4345 --

2 A Units 1 and 2; 5 through 10; 13 through 17; 21
3 through 28; 31; 3 and 4; 11 and 12.

4 Q All right, sir. And in Building 4360, what units
5 were partially completed?

6 A Units 21 and 22; units 31 through 38; units 41
7 through 48; units 51 through 58; units 23 through 28; and
8 unit 16; units 12 through 14 and unit 17.

9 Q Now, the reason for the distribution in the numbers
10 is that there was different work done?

11 A Different amounts.

12 Q In 7753, what units were partially completed?

13 A Units 41 through 42 and units 53 through 58.

14 Q Now, the work cited within your description is
15 all contained within Plaintiff's Exhibit No. 11; is that
16 correct?

17 A Yes, it is.

18 Q And this is in evidence, I believe. Now, you have
19 already indicated the Court your claim as being for purchase
20 orders, inventory, partial units, completed units, and
21 add-ons as being \$77,149.56. Do you have a claim for profit
22 lost, sir?

23 A Yes, I do.

1 Q And how is that claim computed, sir?

2 A It's computed at 15 percent of the units we were
3 not allowed to complete.

4 Q All right, sir, and that total was, sir?

5 A That totals \$47,781.13.

6 Q All right, sir, and your total claim is what?

7 A The total claim is \$124,930.69.

8 Q All right, sir. Now, before the recess you were
9 indicating to the Court that you had been directed by A.D.C.
10 to do work with reference to storage rooms, laundry rooms
11 and efficiency units?

12 A Yes, sir.

13 Q Let me show you, if I may, these invoices and ask
14 you if these invoices reflect the units in question.

15 MR. WEINER: Your Honor, it's my understanding that
16 Mr. McCarty is on the stand now as a rebuttal witness.

17 THE COURT: Um-hum.

18 MR. WEINER: Now, is this new evidence that they
19 are bringing in now? I am somewhat -- I am confused as to
20 what the purpose of this testimony is if it is his case in
21 chief now, or rebuttal.

22 MR. REESE: If Your Honor please, I'm not seeking
23 to have these brought in for the purposes of the figure that

1 is put on them and saying that you all owe us the money.
2 I am, however, introducing this to indicate the units that
3 they, they meaning Johnmark, were required by A.D.C. to do
4 work upon outside of the schedule that was given in the
5 Ivy Mount contract.

6 THE COURT: Which in turn caused delay on their
7 part and which in turn -- for that limited purpose, proceed.

8 MR. REESE: All right, sir.

9 BY MR. REESE:

10 Q Now, what units were you all required to put
11 storage and laundry rooms in?

12 A Well, they were done at the time, at Ivy Mount;
13 they were at Heritage Woods, they wanted us to go back over
14 at Heritage Woods and to do -- purchase orders from A.D.C.

15 Q Now, was that in the original contract that you
16 had at Heritage Woods?

17 A No.

18 MR. WEINER: Your Honor, this is my objection:
19 they agreed to do this work; there was an agreement -- it is
20 being said in a way that he was being forced to do this work.
21 There was an agreement that --

22 THE COURT: When it's time for cross examination,
23 say, "Didn't you agree to do the work, extra work under

1 provision so and so," you know.

2 BY MR. REESE:

3 Q Would you state for the record the units that were
4 involved?

5 A Yes, sir. They were --

6 THE COURT: This is the one laundry room, the one
7 efficiency and the one storage room?

8 THE WITNESS: But, after refreshing my memory,
9 the units are different, the number of units is different.

10 MR. REESE: The number of units are different?

11 THE WITNESS: Yes, the number of units are
12 different.

13 THE COURT: What did you tell me that was incorrect
14 before?

15 THE WITNESS: Well, I thought it was for Building
16 4355 and one unit and one laundry room from the one. How-
17 ever, Mr. Marlo (phonetic) and Mr. MacAbee did the work and
18 upon refreshing my memory, it is these units, Your Honor.

19 BY MR. REESE:

20 Q What units and how many are we looking at?

21 A We are looking at four buildings in Heritage Woods.

22 Q And how many units in each building?

23 A One laundry room, one storage room.

1 Q All right, sir, and does this invoice reflect
2 that work?

3 A Yes, sir.

4 Q (Document referred to was handed to counsel for
5 Defendants.)

6 MR. REESE: If Your Honor please, Plaintiff's --
7 what number am I at?

8 THE CLERK: It would be 39.

9 THE COURT: And staple all these together as
10 Plaintiff's 39.

11 BY MR. REESE:

12 Q Now, sir, you also indicated that you did an
13 efficiency unit. Do these documents substantiate or do
14 these documents reflect the efficiency units that you all
15 were required to do?

16 A Yes, it does.

17 THE COURT: Counsel, you gave me a paper on the
18 last exhibit, you just can't possibly read it. It's
19 absolutely -- I can tell there was something copied, but
20 it doesn't mean a thing -- none of this is for the money,
21 anyhow.

22 MR. REESE: That's correct. What is the last
23 piece of paper --

1 MR. WEINER: It's paid for work, too, Your Honor.

2 MR. REESE: I'm not asking for -- I have said that.

3 THE WITNESS: This list is the purchase order
4 from A.D.C. Fairways Corporation asking us to do drywall and
5 repair work in the laundry and storage rooms in Buildings
6 7723, 7729, 7722 and 7734.

7 MR. REESE: Thank you.

8 THE COURT: Counsel, I marked an exhibit
9 Plaintiff's 38 but I'm not sure it got to me because it isn't
10 on top of the pile. What was 38?

11 THE CLERK: 38 was for I.D., Your Honor.

12 THE COURT: 37 was for I.D. but 38 -- oh, I know.
13 You still had it in your hand over lunch. Let me get the
14 addition to it; that's part of it. We'll staple those
15 together. It's simply a record of the witness' testimony.

16 MR. WEINER: Your Honor, I have to object for the
17 record on this. These are jobs that were done --

18 THE COURT: Objection to what?

19 MR. WEINER: The admission of this evidence.

20 THE COURT: Which item, we have talked about two
21 or three?

22 MR. WEINER: Those last three --

23 THE COURT: I have already ruled on it.

1 MR. WEINER: Well, the last one, Your Honor. My
2 objection, for the record is as follows: these are jobs
3 that were, Mr. Reese uses the term, "required," that is
4 a misnomer. He contracted to do this extra work and now
5 he's being -- attempting --

6 THE COURT: You may develop that on cross,
7 Mr. Weiner.

8 BY MR. REESE:

9 Q Now, sir, I note after the -- you entered into the
10 Heritage Woods -- strike that.

11 After you entered into the Ivy Mount contract, you
12 were doing some work at Heritage Woods; is that correct?

13 A Correct.

14 Q After the modification agreement, itself, were you
15 doing some work at Heritage Woods?

16 A We were finishing up with a little thing that they
17 required us to do.

18 Q All right, sir. Now, you have stated to the
19 Court that the total amount claimed -- had there been any
20 payments toward these amounts claimed?

21 A No.

22 Q Those amounts still remain to be paid?

23 A Correct.

1 Q All right.

2 MR. REESE: If Your Honor please, I have no
3 further questions. Your witness.

4 CROSS EXAMINATION

5 BY MR. WEINER:

6 Q Mr. McCarty, the reason you have stated that you
7 were unable to keep the schedule, construction schedule,
8 at Ivy Mount was categorically stated by you as absolutely,
9 positively, caused by A.D.C.?

10 A Absolutely.

11 Q Absolutely. Now, let's start right now with these
12 jobs that were quote unquote required that be done by you.

13 Would you please tell me what you mean by "required?"

14 A As you can see, some of them are on A.D.C.'s
15 purchase orders where we were required to do the purchase
16 orders that they issued to us.

17 Q Under the Ivy Mount contract?

18 A Under the Ivy Mount and Heritage Woods.

19 Q Under the Ivy Mount contract you were required
20 to enter into another agreement?

21 A As I said, the purchase orders --

22 THE COURT: Original or modification?

23 MR. WEINER: No, Your Honor --

1 THE COURT: I had the modification up here and
2 I don't know where it is --

3 BY MR. WEINER:

4 Q Mr. McCarty, is this a proposal for work?
5 (Handing a document to the witness)

6 A Yes.

7 Q That was a requirement under a contract?

8 A I don't know whether it was required under the
9 contract, the purchase orders which the other one is, is
10 required under the contract.

11 Q So, isn't it more correct or isn't it more correct
12 or isn't it actually correct to say that you billed on a
13 purchase order -- you billed pursuant to a purchase order?

14 A No. We billed on a purchase order certainly,
15 after we did the work.

16 Q But you agreed, on a side agreement, to do addi-
17 tional work; isn't that true?

18 A In the case of the efficiency, yes.

19 Q So, you weren't required to do that work?

20 A Not this work, no.

21 Q But you led us to believe that you were required
22 to do that work; isn't that right?

23 A I stated what I stated, it's in the record, I

1 believe.

2 Q Okay. So, you were paid for this work?

3 A Yes.

4 Q And it's your statement, then, that because of
5 this extra work that you were paid for, you could not keep
6 up with the schedule on the Ivy Mount contract?

7 MR. REESE: I believe his statement was that it
8 was a cumulative situation, Your Honor, not any one particu-
9 lar item but a cumulative situation.

10 THE COURT: You may ask your own question.

11 MR. WEINER: Thank you.

12 BY MR. WEINER:

13 Q So, this is one of many reasons why you could not
14 keep up with the contract?

15 A That's correct.

16 Q You were paid for this work and you chose to do
17 this work and you were paid for this work?

18 A In this one case, yes.

19 Q In your contract for Ivy Mount, does it not call
20 for you to keep enough employees on the job to complete
21 the requirements of the job and of the contract?

22 A Yes.

23 Q Did you increase your staff, your staff of

1 subcontractors and laborers?

2 A There was no need to.

3 Q Well, you have all this extra work, now?

4 A Yes.

5 Q And you are saying there was no need to increase
6 the staff of employees?

7 A No.

8 Q And with the -- in fact, did your staff of
9 employees decrease?

10 A I don't know what period you are talking about.

11 Q Let's start from March 12th, 1980 through July
12 of 1980.

13 A Well, March, '80, we were doing both the Heritage
14 Woods and Ivy Mount contract, at the same time.

15 Q Did your staff decrease?

16 A When we finished Heritage Woods, the staff
17 decreased, yes.

18 Q And then when you got further behind, your staff
19 continually decreased; didn't it?

20 A No.

21 Q Did it increase --

22 A No.

23 Q -- to get the work done?

1 A No.

2 Q Okay, Mr. McCarty. Directing your attention now
3 to the A.D.C. "caused delays". Plaintiff's Exhibit No. 1,
4 the contract, you stated that there were difficulties with
5 regard to the late arrival of kitchen cabinets?

6 A Yes, sir.

7 Q And you stated that there were problems with the
8 light fixtures?

9 A Yes, sir.

10 Q And you stated there were problems with cove
11 moulding?

12 A Yes.

13 Q And the power?

14 A Yes,

15 Q And burst water pipes?

16 A Yes.

17 MR. WEINER: Your Honor, Plaintiff's Exhibit No. 1,
18 if I may?

19 MR. WEINER: I don't know what this is --

20 THE COURT: It has no numbers on it, so it is not
21 mine. I think this is counsel's paper. It isn't marked as
22 an exhibit.

23 What you put was this -- that's what he was handing

1 to me.

2 MR. REESE: I understand, I did not put this one
3 in, this is on the efficiency unit, I really don't see any
4 reason to put it in, so I will take it back.

5 BY MR. WEINER:

6 Q Mr. McCarty, Paragraph 8, "Familiarity with the
7 site," the second sentence, "It is understood by the parties
8 that the contractor's best able to evaluate the cost of the
9 work and that arriving at the contract price, it has con-
10 sidered and assumed the risks that unforeseen conditions
11 or events may be encountered causing additional difficulty
12 and expense not anticipated at the time of the execution
13 of this agreement."

14 Was that in the agreement when you signed it?

15 A Yes.

16 Q Do you understand what that means?

17 A Yes.

18 THE COURT: Bring the exhibit back, don't walk
19 off with the exhibit.

20 MR. WEINER: No, this is my copy.

21 THE COURT: Oh, I thought it was the Court's copy.
22 I've lost a pen off the board since this morning. There
23 were two pens there this morning.

1 MR. REESE: I haven't, Your Honor.

2 THE COURT: I keep an eye on that thing, you know.

3 MR. WEINER: I can attest to that.

4 THE COURT: It's a Shakespearian subplot --

5 BY MR. WEINER:

6 Q Mr. McCarty would the loss of power be included
7 in that paragraph, Number 8, that we just read?

8 A It was foreseen by someone, it was not unforeseen;
9 it was foreseen by A.D.C. that it would have to put in new
10 furnaces.

11 Q Is that your answer?

12 A Yes, sir.

13 Q Did you discuss the -- what: the procedure would
14 be for putting in the new furnaces with A.D.C.?

15 A I had no idea when I went into the contract that
16 we would be putting in new furnaces, no.

17 Q You did not know that?

18 A I said I didn't.

19 Q Did you question about the situation with regard
20 to heating, air conditioning?

21 A There was a question about the heating and
22 air conditioning and Mr. Drake had a suit -- Mr. Drake had
23 a lawsuit pending on the air conditioning and heating

1 installation.

2 Q At the time that you went into the contract?

3 A I did not know it at that time, no.

4 Q So, you didn't know about the air conditioning and
5 heating?

6 A No.

7 Q At the time you went into --

8 A At the time I went into the contract, no.

9 Q Isn't that a concern to you in the progress of
10 your work?

11 A I didn't think so at the time, no.

12 Q You, as a general contractor --

13 A It was not my scope of work.

14 Q You, as the general contractor on the job did not
15 have any concern as to what the situation would be with
16 regard to the heating and air conditioning; is that what
17 you are saying?

18 A That was not my responsibility, no.

19 Q I'm not asking whether it was your responsibility,
20 it's not in your scope of work.

21 I am asking whether or not you had concern as to
22 the effects that it may have on your work on the completion
23 of your work.

1 A Certainly, I -- I didn't even think about it at
2 the time I signed the contract.

3 Q You didn't think about it?

4 A It never came to my mind when I signed the contract.

5 Q And you based that upon your expertise in the
6 building field?

7 A I think, Your Honor, I have said I was not an
8 expert contractor in construction.

9 Q I don't think you have said that before.

10 Now, in fact, that was the third job that you had
11 ever undertaken; isn't that correct?

12 A That's correct.

13 Q You also cite as reasons for delays caused by
14 A.D.C. the fact that there was some change with regard
15 to flooring that caused you a delay?

16 A Yes, sir.

17 Q And you, of course, are familiar with Paragraph 4
18 of the contract called, "Change Orders;" aren't you?

19 A I haven't read it recently.

20 MR. WEINER: I want to use that exhibit again,
21 Your Honor. I'm sorry.

22 BY MR. WEINER:

23 Q Paragraph Number 4 of the agreement calls for

1 change orders and a certain procedure --

2 (Document referred to was handed to the witness.)

3 A Okay.

4 Q Did you ever follow or request that provisions
5 of Paragraph 4 be implemented?

6 A No.

7 THE COURT: Concerning what?

8 MR. WEINER: Concerning changes, Your Honor. I'm
9 sorry. You never did?

10 THE WITNESS: No.

11 THE COURT: You never did what concerning imple-
12 menting changes?

13 MR. WEINER: Well, there was some confusion with
14 regard to changes, Your Honor.

15 THE COURT: Which says by the contract -- tell me,
16 counsel, paraphrase it.

17 MR. WEINER: It says the change order shall be
18 submitted in writing and approved in writing.

19 THE COURT: Did you ever submit change orders in
20 writing, and he answered no.

21 BY MR. WEINER:

22 Q I direct your attention to Attachment Number 4,
23 Mr. McCarty, to this agreement, and Attachment Number 4 is

1 dated the first day of April, 1980, and, in there it says
2 that appliance color will be almond. It also says that the
3 kitchen floor covering will be Armstrong Sundial No. 66580.

4 A Yes, sir.

5 Q Now, is this the change that you are talking
6 about?

7 A This is a change, yes.

8 Q Is this the only change in the flooring, Mr. McCarty?

9 A As far as I know, yes.

10 Q So, there was a written, signed, agreement on
11 change there; isn't that correct?

12 A That's correct.

13 Q And you're still complaining about delays; isn't
14 that so?

15 A Correct.

16 Q Now, Mr. McCarty --

17 A This was not done until the first of April.

18 Q Mr. McCarty, you entered into the contract with
19 your plumber on April the 1st, isn't that so, 1980?

20 A I don't recall the exact date.

21 Q I believe that Mr. Sturgill testified that he had
22 a contract with you April 1st, 1980, modified on April 7th,
23 1980.

1 A Whatever he said should be the truth.

2 Q Now, is that to say, Mr. McCarty, that you did not
3 have the contractor under -- a plumbing subcontractor --
4 under contract at the time that you entered into the Ivy
5 Mount contract?

6 A I didn't need one, a plumber is one who can come
7 in later.

8 Q Isn't plumbing one of the first things that are
9 done in the unit?

10 A No.

11 Q Besides stripping, Mr. McCarty, what's one of the
12 first things you do in the units?

13 A You walk it, put new locks on, strip it, put the
14 floor down, if I might refer to my list, I can give you the
15 order that it's done in.

16 Q What list, sir?

17 A The list right here --

18 Q When does the plumber come in?

19 A I said, if I can refer to my list I can give you
20 the exact order.

21 Q I don't need you to refer to the list, Mr. McCarty.
22 I asked you a question.

23 THE COURT: In general, are you asking? Does the

1 plumber put in the pipes before you do drywall and --

2 THE WITNESS: No, Your Honor.

3 BY MR. WEINER:

4 Q You mean you put the drywall in first and then the
5 pipes?

6 THE COURT: Who works the job first?

7 THE WITNESS: That's what I said, you strip it
8 and then you cut the doors, you do the first cleaning and,
9 if I can look at my list, I can give you the exact way it
10 is done.

11 THE COURT: Then, the answer is he does not know
12 or remember, one of the two.

13 MR. WEINER: Okay.

14 BY MR. WEINER:

15 Q Now, Mr. McCarty, how were you -- you were in a
16 position on March the 12th, to enter into a basically, a
17 fixed fee contract for the rehabilitation of the units in a
18 condominium, rehab project, without having the price of your
19 plumber established; is that what you are testifying to?

20 A My plumber, I think he testified, had been over
21 to see the units and had given us a price. We just didn't
22 sign the contract until then, that's what I said.

23 Q So, you are saying you entered Johnmark Construction

1 Company into a fixed fee contract price without having a
2 plumber under contract at the time that you entered into
3 your contract?

4 A I cannot put anybody on a contract until I have
5 a contract.

6 Q Is that your answer?

7 A Yes.

8 Q Now, you have testified to the fact that there
9 were problems with the job and, if I may --

10 MR. WEINER: I would like the chance to write on
11 this board, Your Honor.

12 BY MR. WEINER:

13 Q We have a date of March 12th, 1980, and that's the
14 Ivy Mount contract (writing on the blackboard). K is just
15 for contract.

16 A Um-hum.

17 Q Problems, delays, et cetera, et cetera, et cetera,
18 take place and then, June 18th, 1980, there is a modification
19 agreement and a new delivery schedule?

20 A Yes, sir.

21 Q And there was a reconciliation of all the back
22 problems; June 18th, you and A.D.C. were turning over a new
23 leaf.

1 A I was hoping that would be the case.

2 Q Correct. That was as the --

3 A That was the intent, my intent.

4 Q Now, we have the modification agreement that comes
5 into play and pursuant to that modification agreement, the
6 long suffering cove moulding situation appears to be
7 addressed and determined.

8 A No.

9 MR. WEINER: Your Honor, may I have -- I guess it's
10 Plaintiff's Exhibit No. -- the modification agreement.

11 (Document referred to was given to counsel for
12 the defendants.)

13 BY MR. WEINER:

14 Q Now, if you will kindly turn to what's known as
15 Schedule B, what does Schedule B say with regard to cove
16 moulding?

17 (Document referred to was handed to the witness.)

18 A Almond cove moulding in kitchen. Do I have to
19 read this, Your Honor?

20 THE COURT: No.

21 MR. WEINER: Does it not say almond cove moulding?

22 THE COURT: What's the point you want to make?
23 If you want me to know what's in the agreement, just tell me,

1 "Judge, it says such and such," that it will be almond; is
2 that what you want me to know?

3 MR. WEINER: On June the 18th, 1980, modification
4 agreement says that there will be cove moulding in kitchen,
5 almond color, 15 feet per kitchen is approved.

6 BY MR. WEINER:

7 Q Now, all your questions about white and brown and
8 yellow and whatever colors are concerned have been answered
9 in this agreement and you initial that?

10 A No, I -- they have not.

11 Q The writing says almond cove moulding; is that
12 correct?

13 A It says almond cove moulding is approved; it doesn't
14 say what model, it doesn't --

15 Q Now, you're supposed to -- according to the
16 agreement -- you are supposed to go forward and commence
17 diligently with the rest of the job?

18 A No, according to this we agreed to bring samples
19 to Mr. Kische to choose.

20 Q Would you please indicate where it says that?

21 A Well, it doesn't say that in the agreement, I'm
22 saying we agreed at that time.

23 Q Doesn't say that in the agreement. Now, according

1 to the young woman, Mrs. Brothers, Marjorie Brothers who was
2 here, she testified that on June 30th she received an order
3 from Johnmark Construction for almond cove moulding?

4 A Yes.

5 Q Twelve days after this agreement?

6 A Yes, sir.

7 Q For installation in units that were supposed to be
8 due on July 3rd?

9 A Yes, sir.

10 Q Why did it take you 12 days to order the almond
11 cove moulding?

12 A Because Mr. Kische couldn't get around to deciding
13 what one he wanted and letting us know and then we had to
14 try to find out where to get it and then we had to order it.

15 Q Does it not say in the agreement, almond cove
16 moulding is approved?

17 A It doesn't say the model number.

18 Q Is it not so that there is only one almond cove
19 moulding; sir?

20 A No, I don't believe so.

21 Q You don't believe so?

22 A No, I don't know that to be a fact.

23 Q Well, what did you order, then, on June 30th?

1 A We ordered what Mr. Kische had chosen, the samples,
2 and we ordered that from the sample that he chose.

3 Q And then you realized that you could not get it
4 in time for installation on July the third?

5 A They had a little of it there and said they would
6 have to order it and it would be a week or so before they
7 could get it.

8 Q And then on -- this is on June 30th and then on
9 July 7th, you obtained a statement from Mrs. Brothers; is
10 that correct?

11 A That's correct.

12 Q To certify the fact that you could not get that
13 almond cove moulding for July the third?

14 A That's correct.

15 Q Is that the normal progress of things? The unit
16 was due on the third but you ordered on the 30th of June?
17 The unit was due on the third and you got the affidavit on
18 the seventh?

19 A Nobody questioned me about it because they all
20 knew what was happening, they knew we were trying our best
21 to get it; nobody asked us when it was going to be there
22 because everybody knew it was not going to be there.

23 Q Everyone knew?

1 A In time, yes.

2 Q You are the business aspect of Johnmark incorporated;
3 isn't that right?

4 A That's right.

5 Q Now, with regard, further with regard to the
6 modification agreement, is it not a fact that you checked
7 to see whether or not you could get the kitchen light before
8 you entered into the modification agreement?

9 A It was right at the same time when Mr. Daly chose
10 which one he wanted and we had to, then, see if we could
11 find it. He chose it out of a catalog, by a picture.

12 Q Well, didn't you make the statement that you wanted
13 to make sure that you could get it before you entered into
14 the modification agreement?

15 A No, I did not make that statement.

16 Q Now, we are talking -- you also mentioned reasons
17 for delay was -- well, we talked about the floor. We talked
18 about the furnaces and also the delay on the cabinets.

19 Have you do you know of any unit that was not
20 accepted because it did not have kitchen cabinets?

21 A We didn't even present them unless we had kitchen
22 cabinets for them.

23 Q Did you get an affidavit from anyone saying that

1 you could not have the cabinets on the job; there was no
2 need for one.

3 A There was no need for one at this time, right.
4 Everyone knew.

5 Q Everyone knew it.

6 MR. REESE: I don't believe that was provided in
7 the contract at that time, either.

8 BY MR. WEINER:

9 Q Now, Mr. McCarty, continuing on with the kitchen
10 cabinets, wasn't it a fact that A.D.C. purchased the kitchen
11 cabinets and then turned them over to you folks and you were
12 going to buy them back, reimburse A.D.C.?

13 A I don't remember the exact sequence, but they
14 were ordered through Jim Turner, they were delivered to us,
15 they were delivered to us and we paid for them.

16 Q Are those the same kitchen cabinets that are on
17 your Schedule C, the Evans Cabinets for \$14,000, the bill
18 for Evans Cabinets?

19 A Yes, they are.

20 Q So that bill that -- that was the first group of
21 cabinets?

22 A Yes, they were.

23 Q And you said that -- moving now on to the walks,

1 you said that there were -- you were referring to the sliding
2 glass doors and that they were not your responsibility
3 because you could not get the hardware --

4 A No, there was an agreement with Mr. Daly that
5 we were not to do that and he reduced the price of the con-
6 tract.

7 Q Now, that was as to the hardware; is that not so?

8 A That was to the sliding glass doors. We were to
9 do nothing whatsoever with sliding glass doors.

10 Q Weren't you supposed to do the screening work on
11 the doors?

12 A Rescreen the screen, if they needed them, yes;
13 that was the extent of our responsibility to that.

14 Q What else was the original scope on the sliding
15 doors besides the hardware and screening?

16 A I think that was about it, it was to make them
17 stationary and I forget the wording on it. It was something
18 else to do on it, make one stationary and caulk it, is
19 essentially what it was.

20 Q Now, in fact, your scope of work -- as late as
21 April 15th, in Attachment 5 to the construction contract, the
22 patio door hardware was omitted and as a result of that,
23 there was a decrease of \$50 in the price of the unit?

1 A That included -- we were not to touch the sliding
2 glass doors.

3 MR. WEINER: I'm sorry, Your Honor. Can I have
4 that exhibit again?

5 BY MR. WEINER:

6 Q Mr. McCarty, does it say on the agreement that
7 you are not supposed to touch the doors?

8 A There were a lot of agreements made that were not
9 incorporated in this -- I can tell you --

10 THE COURT: Well, the question is, is it on the
11 paper, point to it.

12 THE WITNESS: No, it's not on the paper, Your
13 Honor.

14 BY MR. WEINER:

15 Q What is on the paper, sir?

16 A Omit: patio door hardware.

17 Q And the original scope of work does call for work
18 to be done on the patio door; doesn't it, with regard to
19 making it stationary?

20 A With regard to making it stationary, yes.

21 Q And to caulking it and replacing screens?

22 A Replacing screens was on the extras list, I
23 believe.

1 Q Number 27, sir --

2 A Um-hum, reseal patio doors and make one stationary.

3 Q Was that omitted later on, per the contract?

4 A Yes.

5 Q Can you show me where?

6 A Not in writing.

7 Q Oh, it's not in writing.

8 A It's not in writing in this contract, it's in
9 writing.

10 Q Do you have that, can you show it to me? Do you
11 have a writing to that effect?

12 (Witness perused documents on table)

13 THE COURT: While they are looking, does the
14 defense have copies of all three of these pages, now?

15 MR. WEINER: Yes, we do, Your Honor. I believe
16 those are the -- yes, we do.

17 THE COURT: Mr. Reese, if you are not looking,
18 would you come up here, off the record, and interpret a
19 couple words for me?

20 MR. REESE: Sure.

21 (Off the record)

22 BY MR. WEINER:

23 Q Do you have any documentation to indicate a change

1 in the scope?

2 A I have documentation which we went in with him
3 on just a little sheet of paper and he marked in red on it
4 yes, no, yes, no, yes, no --

5 Q And could you show me where he signed -- I guess,
6 "he," meaning Mr. Daly?

7 A Mr. Daly.

8 Q Would you indicate his signature to me?

9 A Oh, he didn't sign it.

10 Q Okay. Was this document that you --

11 A This -- as you can see, we just had doors on here,
12 we discussed what we meant by doors and so forth, and
13 Mr. Daly said, "Okay, we'll eliminate anything to do with
14 the doors and take off \$25 off the price of the contract."

15 Q Now, that's the same Mr. Daly who entered into
16 this lengthy agreement, construction agreement and attach-
17 ments?

18 THE COURT: Is there only one Daly in the case?

19 THE WITNESS: Yes.

20 BY MR. WEINER:

21 Q Is it the same individual who signed this contract
22 with you?

23 A Yes.

1 Q Are you saying --

2 THE COURT: That's what he said.

3 THE WITNESS: He wouldn't speak to me, so he just
4 took a piece of paper and wrote yes, no, yes --

5 BY MR. WEINER:

6 Q He wouldn't speak to you?

7 A No, he refused to talk to me.

8 Q And what date was that, sir?

9 A After the modification agreement.

10 Q What date was that, sir?

11 A I -- after June 18th.

12 Q Today is after the modification date.

13 A He has not spoken to me since.

14 Q The patio door hardware was omitted because
15 Johnmark was having problems getting it; isn't that so?

16 A They were 17-year old doors, the hardware was not
17 available.

18 Q But Mr. Daly or A.D.C. did not hold you to that
19 part of the contract; you couldn't get it so it was omitted;
20 isn't that true?

21 A What else could he do?

22 THE COURT: Did the subject come up because you
23 told him you couldn't get the hardware?

1 THE WITNESS: Yes, Your Honor.

2 BY MR. WEINER:

3 Q And it was omitted?

4 A Correct.

5 THE COURT: That's --

6 BY MR. WEINER:

7 Q Now, according to the modification agreement
8 commencing July -- you were supposed to start working
9 diligently, June 18th, 19th, there was supposed to be a
10 delivery on 7/3 of seven units; on 7/10 of seven units;
11 on 7/17 of seven units; and on 7/24 of seven units. That
12 would make -- under the modification agreement, you were
13 to have done 28 units by July 24th; is that correct?

14 A According to the contract, yes.

15 Q Okay. Now, it has been absolutely testified to
16 that the reason that you couldn't do it was A.D.C.'s fault?

17 A Yes, sir.

18 Q But isn't it a fact that your plumber -- excuse
19 me -- was it the plumber or electrician that -- I believe
20 the electrician, Mr. Mates, said that he didn't have final
21 inspections on units until the 17th?

22 A Final inspection is merely calling for the
23 inspector to come out. The work is done. It's calling for

1 the inspector and when your inspector has time to come out,
2 to check it and approve it, but the work was already done.

3 Q Well, you are saying that the final Fairfax County
4 electrical inspections are just a formality?

5 A I didn't say that at all.

6 Q Well, isn't it true that your contract says that
7 unless a unit has passed all governmental inspections, it is
8 not completed?

9 A That contract says so much that you --

10 Q I am asking you a question.

11 A I don't remember whether it says it.

12 Q Well, let me --

13 MR. WEINER: If the Court will bear with me for
14 a moment.

15 BY MR. WEINER:

16 Q Paragraph 10, no work shall be deemed complete
17 until final inspection is made and approval is received from
18 every governmental authority whose approval is required.

19 So, a Fairfax County inspection or inspections is
20 essential for the completion of a unit; is that correct?

21 A As I said, they come out and work was all done;
22 they just come out and make sure the work is done right.

23 Q But, a unit is not complete until inspections --

1 THE COURT: Everybody has testified that the
2 practice was to ignore that requirement in the contract and
3 nobody said they waived it but they ignored it. It's
4 different.

5 MR. WEINER: I don't think that any A.D.C. person
6 said that it was waived or ignored.

7 THE COURT: Nobody ever said it was waived but
8 unit approvals were given and your own witnesses, not one
9 of them said I didn't approve it because the inspector
10 hadn't cleared it.

11 In fact, the contract itself requires for things
12 to be done on Thursday and Wednesday and presented on
13 Fridays and -- the contract -- the inspectors won't come
14 that fast, you know.

15 BY MR. WEINER:

16 Q But, is it not a fact that on the 17th day of
17 July that we did not have 21 units that had met their
18 electrical inspections?

19 A I don't know that. Barry Mates testified to that,
20 he's the electrician. He took care of all of that.

21 Q Now, you heard Mr. Ramono testify this morning
22 that in Building 4355 there was approximately all the way
23 from about 10 percent of work done upwards, up to

1 approximately 90 percent but Mr. Ramono never testified
2 that all the work was done in any unit; is that correct?

3 A That was his opinion.

4 Q So, you disagree with that; is that true?

5 A Yes, I do; all of the essential work was done.

6 Q What is essential work, Mr. McCarty?

7 A They had been accepted by A.D.C., not one but two
8 A.D.C. representatives.

9 Q But wasn't that to help you out, to get you
10 money?

11 A No.

12 Q It was not?

13 A No.

14 MR. REESE: There was no money forthcoming after
15 the modification agreement so I don't know what he's talk-
16 ing about when he addresses that question.

17 BY MR. WEINER:

18 Q Do you recall receiving a letter of July 9th from
19 Mr. Adashek relieving Johnmark from Building 7753?

20 A Yes, I believe we did receive a letter.

21 Q And that was July 9th?

22 A I don't recall the date but --

23 Q And that, in fact, caused you to put more men on

1 to the 4355 building? Isn't that so?

2 A Did I say that?

3 Q I am asking you.

4 A Then --

5 Q If you were relieved of a building, wouldn't you
6 have more men to put on the 4355 building?

7 A Absolutely not, we hadn't started Building 7753.

8 Q You hadn't started stripping it?

9 A No, we walked some of the units and put locks on
10 some of the units and that's all we had done in 7753.

11 Q Could you have done that unit on time?

12 A With proper cooperation we could have done all
13 of the units on time.

14 Q Mr..McCarty, you disagree with Mr. Purdy's state-
15 ment that in June when he came on the job it was complete
16 chaos, you disagree with that statement?

17 MR. REESE: If Your Honor please, he did not say
18 it was complete chaos. If you want to have it read back
19 from the record --

20 MR. MAYS: I believe mass confusion was his exact
21 words.

22 MR. WEINER: You disagree with that?

23 THE WITNESS: Certainly, we did have some confusion

1 because we had been off the job and we had to get reorganized
2 when we came back; if that's what you want to call mass
3 confusion, I don't call it mass confusion.

4 BY MR. WEINER:

5 Q So, if it wasn't for A.D.C., you could have gotten
6 this job done?

7 A Absolutely, without a doubt.

8 Q I mean, these people were trying to just not get
9 the job done?

10 A Absolutely.

11 Q They were not in the business to sell units.

12 A It didn't matter whether they accepted our units
13 or paid us or not; they went ahead and sold units, they
14 just didn't accept them; therefore, we didn't get paid but
15 it made no difference in their settlements.

16 Q So, you are telling me that they settled on
17 unfinished units?

18 MR. REESE: No, he said they settled --

19 MR. WEINER: Are you objecting?

20 MR. REESE: Yes. That's not what he said.

21 MR. WEINER: Your Honor, I am on cross examination
22 of this witness --

23 THE COURT: But the witness' position all along

1 has been that they were completed.

2 MR. REESE: Exactly.

3 BY MR. WEINER:

4 Q With regard to the Schedule B in the modification
5 agreement, there is a -- Mr. Reese has shown in his schedule
6 that there is an agreement between A.D.C. and Johnmark
7 where A.D.C. says that they were paid -- in other words,
8 buy your white moulding and pay you to take out the old
9 moulding?

10 A Yes, it does.

11 Q Is that correct?

12 A That is correct.

13 Q Now, was that cooperation on their part; are they
14 cooperating with you?

15 A For a change, yes.

16 Q This is a cooperation and they said they are
17 paying you for it?

18 A But they never did.

19 Q Did you bill them?

20 A No.

21 Q You didn't?

22 A No.

23 Q Why not?

1 A Because the secretary didn't do it and we just
2 never got around to it with all the confusion which was
3 going on at the time, off the job.

4 Q Well, that was in the modification of June 18th,
5 sir. You were back on the job June 18th.

6 A We didn't come back, we signed that on June 18th.
7 We were coming back on the job and getting reorganized.

8 MR. WEINER: The Court's indulgence for one moment.

9 BY MR. WEINER:

10 Q Now, Mr. McCarty, procedurally, purchase orders
11 for extra work -- what were you supposed to do with regard
12 to common area work and purchase orders?

13 A I don't understand your question.

14 Q There were two types of -- there are common areas
15 outside the units?

16 A Yes.

17 Q And there are the units.

18 A Correct.

19 Q Now, how would you handle a purchase order for
20 extra work to be done in common areas?

21 A I would handle them the same as any other.

22 Q And the same thing as in extra work as an
23 individual unit; is that what you are saying?

1 A Extra work in individual units are billed on the
2 invoice for the completed units.

3 Q So, that's not the purchase order?

4 A No, that is not a purchase order.

5 Q On July 3rd when Mr. Dillon wanted to inspect
6 those first seven units, isn't it a fact that he told you
7 he would inspect them even though you didn't have cove
8 moulding and kitchen lighting?

9 A He actually did walk some of them.

10 Q But didn't you say you didn't want him to go in
11 there?

12 A Pardon?

13 Q Didn't you want to stop him from going in there?

14 A Absolutely not, I called him up and asked him to
15 come up and look at them.

16 Q And isn't it a fact that Mr. Dillon found those
17 units to be unacceptable notwithstanding the cove moulding
18 and the lighting?

19 A Mr. Dillon told me, as I stated before, that they
20 were still working in the units, it wasn't noon yet and
21 within a couple of hours we could have them finished,

22 Q Mr. McCarty, but for the cove moulding and for
23 the lighting --

1 A But for the cove moulding and the lighting, no --
2 yes, you're right.

3 Q Forget about those two points. You were under your
4 brand new modification agreement, you were still working
5 there on July 3rd and you couldn't deliver those units on
6 July 3rd, but for the cove moulding and lighting?

7 A I did not say that.

8 Q You were still working on them?

9 A We were still working on them and it was still
10 before noon.

11 MR. WEINER: I have no further questions of this
12 witness, Your Honor.

13 THE COURT: How many different subs did you have
14 on the Ivy Mount job?

15 THE WITNESS: We had the electrician, the plumber,
16 the cleaning people were subs, we subbed out stripping and,
17 as I can recall, Your Yonor, that's about all.

18 THE COURT: How many force account people did you
19 have, employees, other than you and Mr. Sauer, people from --
20 you had on your payroll, either permanently or part-time?

21 THE WITNESS: We had --

22 THE COURT: On a given day, how many force account
23 people did you have?

1 THE WITNESS: On a given day, we had Sammy and
2 Tommy Gibson; we had Ed -- about ten or twelve, Your Honor.

3 THE COURT: All right. That answers my question.
4 You may --

5 MR. REESE: Maybe one, if Your Honor please, by
6 the way of redirect.

7 THE COURT: All right.

8 REDIRECT EXAMINATION

9 BY MR. REESE:

10 Q Did A.D.C., when you entered into this contract
11 on March 12, 1980, did A.D.C. inform you that they were
12 going to go in and rip out the old furnaces and put in all
13 new furnaces?

14 A No, they did not.

15 Q They didn't inform you of that?

16 A I didn't know that it hadn't been done.

17 MR. REESE: All right. No further questions,
18 Your Honor.

19 THE COURT: You may step down.

20 MR. REESE: The Plaintiff rests.

21 THE COURT: All right, that's on rebuttal, that
22 ends it. Before I -- well, let's see. In just a minute
23 I need to talk to a lawyer about tomorrow's case off the

1 had already stated before and the burden of proof, of
2 course, is somewhat different at this particular time since
3 you can consider all of the evidence rather than just the
4 Defendants evidence in the light most favorable but we would
5 renew our motion on the basis of our prior arguments.

6 THE COURT: The ruling is the same.

7 MR. REESE: Thank you.

8 THE COURT: Denied.

9 MR. WEINER: Your Honor, Mr. Reese is going to be
10 using the board, would it be okay if Mr. Mays and myself
11 sit over there so we could --

12 THE COURT: That's fine.

13 MR. REESE: If Your Honor please, what I have
14 attempted to do with reference to this board is to take the
15 figures that Your Honor has before him in the columns indi-
16 cated and in the same amounts and in the same order and
17 coordinate them with the exhibits which have been proffered
18 into evidence as proving these particular claims.

19 THE COURT: I have all the exhibits in order.

20 MR. REESE: If Your Honor please, but before getting
21 into this rather detailed analysis of the amount claimed,
22 I would like to comment on the evidence as it had been
23 presented with reference to the old question of who breached

1 what and when.

2 The evidence reminds one, really, I think, of
3 what's known, I believe, as Orwellian logic. The Defendant
4 comes in and takes the position, as was well enunciated by
5 Mr. Quatmann, that they will never pay their subcontractors
6 or principal contractors, everything they owe them and
7 the reason why is because as long as you owe money to your
8 subcontractors, you own them; as long as you owe money to
9 them, you can tell them, "I'm going to order the cabinets
10 even though the contract says you are going to order them
11 and you have to go along with it because if you don't, I
12 am not going to pay you what I owe you. I am going to
13 change appliances on you and if it causes a delay, tough,
14 what are you going to do about it? If you don't go along,
15 I'm not going to pay you. I'm going to change the floors,
16 if you don't like it, tough. I'm not going to pay you
17 unless you go along with it." All of this is premised upon
18 the fact that they owe money. It is, I agree with you,
19 a strange, Orwellian logic that seems to seize the construc-
20 tion industry. I guess it's the old addage that the man
21 who has the money calls the tune. Well, as long as you're
22 owed money by someone, that individual can call the tune.

23 Now, in any other business, I can probably tell

1 Your Honor, that that's not the way it works in the legal
2 profession, but in the construction business, it seems to be
3 the way the logic runs. There is the same situation with
4 the kitchen lights, the same situation would be -- "I don't
5 care that it's not on the units that you have to produce,
6 you're going to go in and you're going to work on the
7 storage units and the laundry units and, if you don't like
8 it, tough. I'm not going to pay you what I owe you and you
9 can go ahead and sue me and we'll see how long that takes.

10 "The floods, the medicine cabinets, we will bring
11 in Arbee Mechanics to rip out work that has already been
12 done and then you have to go back in and complete the work
13 again, and if you don't like it, tough. I'm not going to
14 pay you. So, sue me."

15 Now, you can only get away with that if the
16 contractors you're dealing with are perhaps under-funded,
17 perhaps this may be their only job and so, they have over-
18 extended themselves, hoping to get paid and they will do
19 anything; anything that the developer asks, they will do
20 and what happens, if they raise, finally, if they raise a
21 stink? What happens if they say this far and no further?
22 They are ordered off the job by the developer.

23 This case we have seen replete with examples of

1 this Orwellian logic and it has to be Orwellian because
2 it doesn't make any sense outside of the construction
3 industry and it only makes sense in the context wherein you
4 have small contractors who don't have enough money to make
5 it with five or six jobs and they are depending upon this
6 one to pay their employees, to pay their suppliers and you,
7 as the developer, say, "If you don't like it, I'm not going
8 to pay you and you're going to go bankrupt because you won't
9 have enough money, you can't get to me in time."

10 If Your Honor please, that is what has been
11 throughout this entire case. Every inch of the way, we have
12 seen this kind of a logic being applied and this kind of a
13 situation hoisted upon Johnmark. What can you do? Well,
14 we are not trying Counts Two and Three today so all we can
15 do is to take a look and see how Johnmark performed, what
16 monies they were due and were denied being paid by A.D.C.
17 and then we can look and see at the significance of the
18 breach and, if in fact, this kind of logic is what has led
19 to the entire difficulty that Johnmark finds itself in, then,
20 in fact, we are looking at profit.

21 So, if Your Honor please, let's turn to these
22 particular items. As we go down the damages, they follow,
23 to begin with, the modification agreement, Plaintiff's

1 Exhibit No. 2 recites, if Your Honor please, as an agreement
2 of the parties that at Heritage Woods there was \$87,463.11
3 due for 40 units at Heritage Woods; it is recited in the
4 agreement on the seventh page. It then goes on to recite
5 that at Ivy Mount, there were 19 units, \$54,577. and --

6 THE COURT: I'm trying to find what you're
7 referring to.

8 MR. REESE: On the second page, "reconciliation
9 of prior billing," if Your Honor please.

10 It recites \$54,577.16 in due at Ivy Mount. So,
11 if we start out with the question of proof, then we look
12 forward to the modification agreement wherein the parties
13 agreed as to what the prior billings were; but with reference
14 to the Ivy Mount units, however, we have additional proof,
15 this proof is contained in various documents, the first,
16 if Your Honor please, that we are looking at is Plaintiff's
17 Exhibit No. 5, a letter dated May 28th, 1980, wherein A.D.C.
18 conceded at that time to having accepted 207 -- 211 total
19 units at Heritage Woods and, by that date, 14 at Ivy Mount
20 out of a total of 171; that is, Plaintiff's Exhibit No. 5.

21 THE COURT: What are you referring to now?

22 MR. REESE: 19 Ivy Mount units, justification for
23 the statement within the modification agreement that there

1 were 19 units billed; we first looked to the modification
2 agreement then we can look to the letter from A.D.C. --

3 MR. WEINER: Your Honor, I just have to note for
4 the record --

5 THE COURT: Just a minute, I'm reading this.
6 Plaintiff's Exhibit 5 doesn't total -- well, it may total
7 \$54,000 but it just says monies advanced to date, it doesn't
8 say money is due.

9 MR. REESE: If Your Honor please, P-5 was
10 introduced as admission against interest as reflected on
11 that date, 14 units -- May 28th, that's not --

12 THE COURT: Well, what is -- P-5 is an unsigned
13 piece of paper that somebody thought it was a memorandum
14 to a lawyer.

15 MR. REESE: If you will recall, I asked Tom Dillon
16 whether or not this reflected the position of A.D.C. on
17 that date and he said it did.

18 THE COURT: You haven't objected to my seeing
19 this?

20 MR. WEINER: Well, Your Honor, it's been admitted
21 in evidence but my problem is it was categorized as a letter
22 from A.D.C. indicating, from A.D.C. to Johnmark.

23 THE COURT: It doesn't say that.

1 MR. WEINER: It's an internal memo.

2 THE COURT: You can argue that in your argument.
3 So -- I still don't see how you reach -- it says money
4 advanced to date but it doesn't say units have been --

5 MR. REESE: If Your Honor please --

6 THE COURT: It says 14 units have been accepted,
7 is that what you recited --

8 MR. REESE: The modification agreement recites
9 54 --

10 THE COURT: Recites 54?

11 MR. REESE: Yes, it does, Your Honor.

12 THE COURT: Let's stop and find out.

13 MR. REESE: Reconciliation of prior billings.

14 THE COURT: It says they have been billed for that --

15 MR. REESE: Yes.

16 THE COURT: All right.

17 MR. REESE: Now, this is Exhibit No. 2, Exhibit
18 No. 5 reflects an admission against interest that they
19 agreed that by May 28th they had accepted 14 units.
20 I will go on, however --

21 THE COURT: 14 within the 19?

22 MR. REESE: Exactly.

23 THE COURT: Then, they do accept for 14?

1 MR. REESE: Yes, and I will now go on, if Your
2 Honor please, to Exhibits 14, 15, and 18 through 34 which
3 I have compiled altogether here which reflects, if Your
4 Honor please, the invoices, the acceptances, and the walk-
5 through sheets for those 19 Ivy Mount units. They are all
6 reflected within this pile of exhibits which I have indi-
7 cated as 14, 15 and 18 through 34.

8 THE COURT: You're saying that even if I didn't
9 have Exhibit P-5 that they're all --

10 MR. REESE: They are all covered right there.

11 THE COURT: Now, let's see -- and you represent
12 that the total of Exhibit P-14 equals this 54 that you --

13 MR. REESE: This 54,000 and these 19 units.

14 THE COURT: All right.

15 MR. REESE: Moving along, if Your Honor please,
16 we now look at the units that were invoiced after June 18,
17 1980, at Ivy Mount that would mean after the modification
18 agreement was entered into.

19 THE COURT: Just a minute -- all right. Now,
20 start.

21 MR. REESE: The total sum is \$29,659.15.

22 THE COURT: What's the logic of June 18?

23 MR. REESE: That was the date of the modification

1 agreement. We have by the terms of the agreement, stipu-
2 lations as to this amount, at Ivy Mount --

3 THE COURT: Only -- no, it just says that they
4 agree that much was billed.

5 MR. REESE: Exactly.

6 THE COURT: But they don't say that they agreed
7 that it was owed unless it's somewhere else in the modifi-
8 cation agreement.

9 MR. REESE: If Your Honor please, they paid the
10 amount, the difference, but these others -- I have indicated
11 to Your Honor --

12 THE COURT: You mean the \$54,000 you claim has
13 been paid?

14 MR. REESE: It has been paid down here (indicating
15 on the board).

16 THE COURT: It's going to be a wash, then?

17 MR. REESE: That's exactly right.

18 THE COURT: Would you agree with that?

19 MR. WEINER: Right.

20 THE COURT: All right, then don't spend a long
21 time -- justification.

22 MR. REESE: I am not, I'm going to the next one,
23 as a matter of fact.

1 All right. June 18 was the date of the modifi-
2 cation agreement, something like the tie at that particular
3 point because after that we are now looking at the others
4 that were not covered by the modification agreement. The
5 units making up this figure of \$29,659.15 are all compiled
6 within Plaintiff's Exhibit No. 13, all invoiced with the
7 amount of the standard contract and the extras and they
8 total this sum, \$29,659.15. They were all invoiced and the
9 testimony of the witnesses were to the effect that these
10 units had, in fact, been completed and were due as invoiced;
11 the testimony being, Mr. McCarty, Mr. Sauer, Ms. Summey,
12 Mr. Purdy -- Mr. MacAbee.

13 THE COURT: Again, you represent that the total
14 was in P-13 you would run a tape on it and it's 29,000
15 et cetera?

16 MR. REESE: That's true.

17 THE COURT: All right.

18 MR. REESE: We then pass on, in the claim, to the
19 fire damaged units --

20 THE COURT: Actually, what you're giving me is not
21 a claim but the method of reducing it to a claim, because
22 they are not claiming the 54,000.

23 MR. REESE: That's correct.

1 THE COURT: It's not claimed.

2 MR. REESE: It's the whole flow, we came to a
3 figure and this is a way to get to it.

4 Now, we have the fire damaged units which, by
5 stipulation, has been agreed. Now, how we have reached that
6 agreement, is that the total amount that is due and owing
7 after the payment made is \$1331.48, so, the total bill is
8 this (indicating).

9 THE COURT: You're not suing for 16,000 --

10 MR. REESE: No, what I'm suing for is this, down
11 here (indicating), \$16,111.48, by stipulation, was billed
12 for the fire damaged units.

13 THE COURT: But what do you claim for the fire
14 damage that is due you?

15 MR. REESE: \$1,331 and forty --

16 THE COURT: What sheet do you have that listed on?

17 MR. REESE: It will come right out in just a few
18 minutes. You will see how it is developed, if you will just
19 bear with me on this for a moment.

20 On the inventory, which is the next item claimed,
21 that is represented by Plaintiff's Exhibit No. 12, the full
22 statement of the inventory, which was testified to by
23 John Sauer and by Mr. McCarty.

1 THE COURT: Your theory of the case is that while
2 they were owned by your client, that because the Defendant
3 started using them, they bought the whole batch; is that --

4 MR. REESE: If Your Honor please, under the --
5 that's correct, they bought the whole batch.

6 THE COURT: So, it was sort of a de facto sale
7 without having had any agreement?

8 MR. REESE: Exactly.

9 THE COURT: First I thought you were complaining
10 of a larceny.

11 MR. WEINER: There is even a difference as to the
12 amount.

13 MR. REESE: That's right, there is only a
14 difference as to the amount.

15 THE COURT: Well, now your inventory totals
16 \$8,800 but you have got sixteen --

17 MR. REESE: No, there are subtotals, Your Honor.
18 The last page --

19 THE COURT: You better put sub on there.

20 MR. REESE: All right.

21 THE COURT: All right.

22 MR. REESE: Now, you will recall with me that the
23 Defendant's position is that they took an inventory and came

1 up with a different and, as Mr. Weiner has indicated, that
2 there is only a question of amount, not as to what the
3 disposition was made of the inventory and, of course, it
4 is out position that the Defendants, on July 29, 1980, had
5 the doors opened and then we came back a day or two after
6 that and found that they were raiding our inventory. The
7 Defendants position is, no, we didn't open it until at least
8 August 8th. Well, if Your Honor please, the substantiation,
9 if it can be called that, of our position is reflected by
10 Plaintiff's No. 17, and invoice through Brown, Lock and Key
11 Service showing the openings of the doors on July 29, 1980,
12 and that is the reason why I have placed Exhibit No. 17 in
13 the same position with the inventory because that is the
14 reason why this exhibit was introduced, to show that the
15 locks were actually opened on July 29th.

16 THE COURT: For the Defendants, you mean?

17 MR. REESE: That's correct.

18 THE COURT: Not your people. What dates did your
19 people say they took their inventory?

20 MR. REESE: On the 26th day of July, if Your
21 Honor please.

22 THE COURT: So, there is a three-day difference,
23 all right.

1 MR. REESE: Well, no, Your Honor. We say we took
2 an inventory on July 26th and locked the doors. They stated
3 they came back on August 8th and unlocked the door and took
4 the inventory.

5 THE COURT: And you say they came on July 29th?

6 MR. REESE: On July 29th, which is further sub-
7 stantiated by Mr. Sauer and Mr. McCarty saying that they
8 found a day or two after that their inventory being depleted
9 by representatives of the Defendant.

10 Now, we move on to the partial units. These
11 partial units, if Your Honor please, are computed as far as
12 the work --

13 THE COURT: Stop right there while I have -- let
14 me look at the list and see which ones you are talking
15 about.

16 MR. REESE: Sure, that's on a page by itself.

17 THE COURT: This page?

18 MR. REESE: Yes, Your Honor.

19 THE COURT: All right.

20 MR. REESE: However, if Your Honor please, I think
21 the separation of the pages, if you would take a look -- I
22 think -- at the bottom of that page it lists partials. That's
23 the beginning of the partials, and the next page you have

1 in your hand is the continuation of it.

2 THE COURT: These got stapled together the wrong
3 way.

4 MR. REESE: All right, now --

5 THE COURT: All right, the yellow -- Court file
6 is stapled backwards. All right.

7 MR. REESE: The partials are represented by
8 Plaintiff's Exhibit No. 11 which is an itemized statement,
9 unit by unit, of the partials claimed by the Plaintiff
10 beginning with B-1 and --

11 THE COURT: Wait a minute, I've got that marked
12 for Id. Did that come into evidence?

13 MR. REESE: I think you initialed it as being
14 down, if Your Honor please.

15 THE CLERK: Id., 10 and 11 are for Id.

16 THE COURT: Yes.

17 MR. REESE: All right.

18 THE COURT: In my notes it's referred to later on
19 as though it were in evidence.

20 MR. REESE: My notes reflect that it came into
21 evidence through Mr. McCarty, but that's --

22 THE COURT: If it's in evidence, my symbol is
23 when I cross out the Id. --

1 THE CLERK: Is that No. 11, Your Honor?

2 THE COURT: 11 is in.

3 THE CLERK: Thank you, Judge.

4 MR. REESE: And the partials that are repre-
5 sented by No. 11, with the following modifications, if
6 Your Honor please --

7 THE COURT: Let me stop and just see what they
8 were. Your client begins without the building number and
9 then he switches to building numbers and units.

10 MR. REESE: Yes, if Your Honor please, beginning
11 with B-1 -- because B-1 through B-4 and A-5 through A-10
12 and 31 were all in one building, 4355.

13 THE COURT: We had better mark that.

14 MR. REESE: Well, I think it's marked --
15 the Xerox didn't pick it up on the side.

16 THE COURT: Oh, I see. All right. You say --
17 all right.

18 MR. REESE: Now, if Your Honor please, there is a
19 change from 11, Exhibit 11, to the sheet that Your Honor has
20 in front of him, and that change is reflected by the stipu-
21 lation that I made at trial when the question came up, why
22 are charging 20 percent profit as opposed to the 15 percent
23 profit which you said you were going to make on the contract

1 and, accordingly, I stipulated that we would recompute the
2 total amount due reflecting a 15 percent profit rather than
3 a 20 percent profit. Accordingly, the sums that are reflected
4 on the sheet prepared for Your Honor for closing reflects
5 the 15 percent profit as opposed to the 20 percent profit
6 and, therefore, are reflecting a lesser sum than the sum
7 reflected by Plaintiff's Exhibit No. 11. The total, however,
8 of your partial units, taking into effect that particular --

9 THE COURT: Who did I hear testify that they had
10 done the recomputing and the figures came out --

11 MR. REESE: Mr. McCarty if Your Honor please.

12 THE COURT: Just when he gave his summary?

13 MR. REESE: That's correct.

14 THE COURT: And that was intended to tell me --
15 you did say he computed them at 15 percent?

16 MR. REESE: That's correct.

17 THE COURT: But, it's also a change from P-11?

18 MR. REESE: That's correct, all these figures
19 have been supplied defense counsel-in advance of it and that
20 sum is \$24,851.97.

21 It is further substantiated, however, perhaps not
22 the sum but the work done, it's substantiated by Plaintiff's
23 No. 10, the list that Mr. Purdy said that he gave to

1 Mr. McCarty and that's --

2 THE COURT: Purdy being who? That's for Id. --
3 The Court had ten listed that --

4 THE CLERK: Ten is for Id., Your Honor, ten and
5 eleven are both for Id.

6 THE COURT: Again, someone else referred to 10 as
7 though it were in evidence, let's see -- Id. only.

8 MR. REESE: All right, sir. You can set that
9 aside, then.

10 Moving on to the purchase orders, if Your Honor
11 please, that was stipulated to at the beginning of the trail,
12 \$4,293.95 is owed Johnmark for the purchase orders.

13 MR. WEINER: Is Plaintiff's Exhibit No. 11 in or
14 out -- P-10? .

15 MR. REESE: P-10 appears to be out.

16 THE COURT: It just never came in.

17 MR. WEINER: It never came in, okay.

18 MR. REESE: Okay. If Your Honor will recall with
19 me, Mr. Sturgill's testimony --

20 THE COURT: He was a sub?

21 MR. REESE: He was the plumbing sub and he indi-
22 cated that he did additional work other than has been
23 reflected on our sheets.

1 THE COURT: \$178 per unit plus extras at 77 percent
2 of Johnmark's contract with A.D.C., whatever that meant;
3 that's what he said.

4 MR. REESE: Yes, Your Honor, but there was an
5 add-on, if you flip perhaps to the next page of your notes --

6 THE COURT: Yes, add \$62, then something came off,
7 no bath fixtures -- then something else about 296.93 --
8 I don't know what that was, you tell me what you think he
9 said.

10 MR. REESE: If Your Honor please, he testified
11 that with reference to Units 7753 -- strike that. 4345,
12 my notes reflect, he did plumbing work totalling \$2,647.21,
13 a figure that I believe has been confirmed by defense
14 counsel with reference to Mr. Sturgill's testimony.

15 THE COURT: My notes show Building 4345, first he
16 said five thousand three hundred and some dollars, then he
17 changed that to \$2251.92 and then he went to Building 4355
18 and Units 1 to 10 plus 31, deduct a net of \$268, but I don't
19 know what it was deducted from. If you had a bill in
20 evidence, it would be deducted from that.

21 MR. REESE: Unfortunately, he did not.

22 THE COURT: So, he did not get any support for
23 your figure of --

1 MR. REESE: The figure that Your Honor has, the
2 2200 --

3 THE COURT: \$2251.92, he said was his bill before
4 July 24, for 4345, but then there is --

5 MR. REESE: Then we have the hookup situation
6 with reference to -- he did not hook up the stove in the
7 11 units at \$30 a unit; does Your Honor have that?

8 THE COURT: You deducted that but that's in a
9 different building, that's in Building 4355.

10 MR. REESE: 55, that's correct, Your Honor.

11 THE COURT: He also took off another \$62 for
12 certain additions -- I don't understand why he said deducted
13 but -- oh, no, no. I see what it was. He said you deduct
14 \$30 per unit for 11 units as \$330.

15 MR. REESE: Exactly, and I have already had that
16 computed.

17 THE COURT: But then he said he had extras of
18 \$62. So, then the net deduction from the original bill would
19 be a net deduction of \$268, but he started with an original
20 bill of July 24 of \$5363 and pennies, then he retracted that
21 and crossed it out and he apparently says it was for some
22 other building or something other --

23 MR. REESE: 4355, I believe.

1 THE COURT: No, he said for 4355 it was 2251.92.

2 MR. REESE: Yes, it's my opinion that --

3 THE COURT: From that you deduct 268 --

4 MR. REESE: Well, you may, Your Honor. I already
5 deducted it in a different fashion, but Your Honor is quite
6 correct, it is deductible.

7 The 2251.92 that Your Honor has, my records
8 reflect a different figure but I have no difficulty in
9 going with Your Honor's recollection, of course.

10 THE COURT: I'm going from my written notes of
11 what he said.

12 MR. REESE: My recollection was that he figures,
13 above and beyond his billings, there was an add-on for
14 4345, he began saying it was 5,000 and something for the
15 add-on and then he -- in examination said that that figure
16 was incorrect, that the add-on for 4345 was -- my recollec-
17 tion is this, your recollection is 2251.92.

18 THE COURT: They only added \$30 on B-1, on B-4,
19 \$10; A-5, \$10; \$2 on A-8; and \$10 on A-10. That is a total
20 of \$62 --

21 MR. REESE: If Your Honor please, you are talking
22 about a different building, that's 4355.

23 THE COURT: That's true.

1 MR. REESE: His testimony that he also worked on
2 4345.

3 THE COURT: Yes.

4 MR. REESE: And that was an add-on to our original
5 statement of the claim and that total, in your notes is
6 \$2,251.92, so that's then put in as an add-on. He also
7 added --

8 THE COURT: Plus 62 less 330?

9 MR. REESE: If Your Honor please, there will be
10 some difference because of these figures but it's added and
11 subtracted --

12 THE COURT: I'm just testing your arguments,
13 that's all. Your opponent may have more to say. I will
14 test theirs, too.

15 MR. REESE: We have, if Your Honor please, then
16 we're going to have debits. We've got a couple of credits
17 we have to give them also. These are credits that are
18 reflected in their statement of amounts that they paid.
19 They are reflected in the modification agreement and they
20 are reflected in the payment of \$14,750 on the fire damage.
21 The total payments, however, that we are looking at, will
22 be this figure, \$156,790.27.

23 THE COURT: That's the amount you agree you have

1 received?

2 MR. REESE: Yes, that's correct.

3 Now, the evidence has been that we had Mr. Ramono
4 come in, with Holdfast, and they did some work in Building
5 4355. The total amount of the claim by the Defendant for
6 "back charges" is \$1537, that is stipulated to as the total
7 amount of the claim. It is, however, our position that
8 \$181.50 of that was definitely not the subject of a back-
9 charge because the electrical checks -- you remember in
10 Mr. Ramono's invoices and --

11 THE COURT: You mean this is an attack on the
12 stipulation?

13 MR. REESE: There is no stipulation, Your Honor.
14 The only stipulation is that the total sum that they showed
15 was \$1537. That's the only stipulation, Your Honor.

16 THE COURT: Just stop a minute and let me look and
17 see -- you have shifted gears -- backcharges of whom, and
18 concerning what?

19 MR. REESE: All right. If Your Honor please,
20 A.D.C. has claimed backcharges against us for Building 4355
21 for the work that was done by Holdfast, Mr. Ramono. The
22 total amount of the invoices that you were given by the
23 Defendant totalled \$1,537. There is no disagreement on that.

1 However, the disagreement comes in as follows: those
2 invoices included \$16.50 per unit for 11 units of what was
3 known as an electrical check. The invoices reflect it, the
4 statements reflect it, but Mr. Mates testified that he
5 already had done the electrical check for us and, accordingly,
6 it is our position that from this 1537 were we to allow
7 backcharges at all, the sum of 181.50 would have to be
8 subtracted, that's 16.50 times 11, with a resulting back-
9 charge figure of \$1,355.50. That's 15.37 less 181.50
10 equals this, Your Honor.

11 Your Honor has already identified that Mr. Sturgill
12 indicated he did not do the hookups for the stove in the
13 11 units at 4355 and, accordingly, we have 30 times 11,
14 330. Your Honor recalls with me that earlier you said that
15 330 less 62, all I did was add in 62 in here and then sub-
16 tract 330 and it comes out the same way, as it were, which
17 gives us, then, a total claim for the Plaintiff as indicated
18 on the sheet that has been supplied you which would be
19 modified, minimally, by the figure here, the \$2,251.92,
20 in Your Honor's notes as opposed to the \$2,647.21 which
21 appears in my notes; which then gives us a figure of
22 approximately 76,800 and some odd dollars, the math I'm
23 sure I can surprise Your Honor fairly rapidly.

1 This particular claim is substantiated at every
2 point of attack by invoices, by stipulations, by the modifi-
3 cation agreement, by the testimony of the subcontractors
4 who did the work; every inch of the way it is well-founded,
5 cross-checked, and it's there. So, we come before you
6 today asking Your Honor to grant us a judgment in the
7 amount of the claim as indicated on this sheet which will
8 be approximately 76,800 and some odd dollars, but we are
9 not only asking for that. I mean, this is the actual
10 figure. We even are adopting the backcharges that they have
11 indicated in arriving at this particular figure. They have
12 no other subtractions on this figure, whatsoever, other than
13 an interest claim. It's there, that's it.

14 Now, it is our position, of course, that repeatedly
15 A.D.C. breached this contract; they breached the contract
16 in numerous ways but let us deal with the modification
17 agreement as a start, in the first instance, then we'll go
18 back to the original contract.

19 The evidence is very certain that the modification
20 agreement provided that seven units would be, in fact,
21 forthcoming on July 3, 1980. The testimony is that Mr. Dillon,
22 before noon, went around, looked at the units, and, from our
23 testimony, said these units are complete except for some

1 work that you can finish in a couple of hours; went back,
2 telephoned Mr. Daly, he came out and said, unauthorized,
3 now, you are off the job.

4 THE COURT: Is that part of your argument of
5 support --

6 MR. REESE: We're now up to here, if Your Honor
7 please (indicating on the board), because we're saying that
8 A.D.C. breached the contract and, therefore, we are no
9 longer at just the figure of the work that we did, we are
10 also looking at loss of profit. So, on July 3, without
11 any authority, but certainly with apparent authority to us,
12 Mr. Dillon comes out and says, "You're off the job, I'm
13 kicking you off, pack your bags and leave." Well, we packed
14 our bags and we left, only to receive word that we should
15 go back on the job on July 8th or July 9th and, in fact,
16 what we had was a week's delay due to A.D.C. There is no
17 other way that can be interpreted. When Tom Dillon comes
18 out, without authority, and says, "You're off the job, get
19 out," and we leave because of that, there is no other way
20 you can say it other than to say that A.D.C. was responsible
21 for that week's delay. That contract may be one of the
22 worst contracts I have ever read as far as mutuality is
23 concerned, but it doesn't say that if our employee kicks

1 you off the job wrongfully, you have to pay. That's one
2 of the few times it doesn't say something like that. So,
3 it's our position, with reference to the modification
4 agreement, that we were wrongfully kicked off the job, we
5 were not allowed the opportunity to perform under the con-
6 tract. We came back on the 8th -- strike that, on the 9th.
7 We had 11 units ready for them on the 10th; they walked them;
8 punch list, completed the units; they were accepted in the
9 terms of being approved by Mara Ernestones, she goes down
10 and then the last we hear is nothing, and then the next
11 week we hear well, we're going to disapprove the whole
12 blessed thing at that point, another breach.

13 THE COURT: Those units make up the 141?

14 MR. REESE: I'm sorry, Your Honor.

15 THE COURT: Which units make up the 141?

16 MR. REESE: If Your Honor please, we presented
17 11 units at -- from that, 30 units at Ivy Mount. The 19
18 here (indicating) and then units invoiced after 6/18/80,
19 are 11 units which makes a total of 30 units. There were,
20 by everybody's testimony, 171 units at Ivy Mount; that
21 math, of course, brings us down to 141 units remaining at
22 Ivy Mount. The sum per unit, which is contained within
23 Plaintiff's Exhibit No. 1, as indicated here (indicating),

1 as modified, is 2435.41. The mathematics that we performed
2 at that point, if Your Honor please, is simply to do the
3 following: we multiply 2,435.41 times 171 units to get the
4 gross figure for the entire project and that figure is,
5 if Your Honor please, and if my math is correct and it would
6 be the first time today, \$416,455.11. We then subtract from
7 that the total bill for the 19 units and the 11 units, in
8 other words, the total bill for the 30 units --

9 THE COURT: Why did you subtract it if you have
10 already taken 30 units out of 171?

11 MR. REESE: No, what I am doing, if Your Honor
12 please --

13 THE COURT: You didn't multiply by 141 --

14 MR. REESE: That's right. What I did -- to get
15 us a gross figure for the contract -- now, I am subtracting
16 the amount billed for the 30 units and that sum, without
17 including extras, we are just talking the standard contract --

18 THE COURT: So, it's 30 units times the above --
19 all right.

20 MR. REESE: \$73,062.30. We then subtract the
21 partial units at 24,851.97; we subtract that in order to get
22 a pure figure to multiply times 15 percent. Recalling with
23 me that the partial figures Your Honor has already have

1 15 percent computed in.

2 Now, once we have done that mathematics, once we
3 took the gross figure, subtracted the 30 units, subtracted
4 the partial units, we now have the pure figure to multiply
5 times the 15 percent and that figure, if Your Honor please,
6 that appears on Your Honor's sheet as far as what the profit
7 figure is, \$47,781.13. It is computed on as clean a figure
8 as we can possibly get at that point.

9 THE COURT: You're saying that in round figures
10 it's 416,000 less 73,000 less 24,000 equals a figure mul-
11 tiplied by 15 percent equals 47,700 -- rounded off.

12 MR. REESE: That's right. And that is how we
13 arrived at the profit figure and that figure then converts
14 over to the total.

15 THE COURT: I need a digit, the last -- \$47,781 --

16 MR. REESE: -- and 13 cents or a total claim of
17 \$124,930.69, and that's how we arrived at the claim.

18 Now, what does the Defendant say to this particular
19 case? Well, they say with reference to the modification
20 agreement, we have a situation whereby fraud in the induce-
21 ment, and what is this fraud in the inducement that they
22 say is a material breach? Who -- we have heard four, we have
23 heard six -- two of our creditors were not included upon that

1 list and only two and only one of those even bothered to
2 file a lien and that lien, by his own testimony, is imper-
3 fect in the fact that they have not filed suit to enforce
4 the mechanic's lien.

5 MR. REESE: Your Honor, I don't think that was the
6 testimony.

7 THE COURT: The witness said he didn't know.

8 MR. REESE: If Your Honor please, then he does not
9 know. There is no evidence, then, that the suit for the
10 mechanic's lien has in fact been filed.

11 So, if Your Honor please, what we come up with
12 at that particular point is that their main concern, here,
13 is that the property should be lien free and yet they have
14 produced no evidence that a lien has been perfected against
15 that property as a result of our not telling them of two
16 creditors. Now, they then raised the question of Sears
17 and yet we have shown in the evidence that we took the sum
18 of money, seven thousand and some odd dollars and we marched
19 right over and gave Sears a certified check. They have
20 raised the issue with reference to G.E. You didn't put G.E.
21 down on your inventory for having more than a thousand
22 dollars and yet on May 11th, one day afterwards, we owed
23 them nothing because we paid them off completely; but, they

1 say, "But you owe Carroll MacAbee over \$1,000." Mr. MacAbee
2 says -- takes the stand -- says they don't owe me anything
3 on May 10, 1980.

4 So, if Your Honor please, it is our position
5 that that is not "a material breach" of the modification
6 agreement. It is certainly not fraud in the inducement.
7 My client had simply stated that he -- and, if you take a
8 look at it, it is listed in his longhand -- those were the
9 debts that he remembered having as of that date. There
10 were two additional ones, two out of all the rest of these
11 and those are the only two that they have raised and none
12 of those involves any perfected liens against this par-
13 ticular piece of property, which is the reason why they say
14 this is a material breach. It does not amount to a material
15 breach; but, that is a defense of theirs. They say we don't
16 look at the modification agreement. They say the modifica-
17 tion agreement. They say the modification agreement is
18 gone because of fraud in the inducement and, therefore, what
19 we have to do is look back to the original contract.

20 Well, we would welcome that because, if we look
21 back to the original contract, we have more breaches by
22 A.D.C., the breaches consist of really the following: on
23 April 18, 1980, we were unable to produce seven units because

1 they had ordered the cabinets and they, the cabinets that
2 they had ordered, those cabinets weren't in, which was
3 actually no fault of ours at that particular point. The
4 cabinets weren't in April 18th, the cabinets that they,
5 themselves, ordered; but that's why they ordered them,
6 because they could get a better price. There then followed
7 a series of disputes, but these disputes Your Honor already
8 has before him by the second week in May, 19 units approved
9 by Kische, approved by Walter Quatmann but not paid for;
10 not paid for. Those units were not paid for until June 18,
11 1980, and, as Your Honor has already seen, through Exhibit
12 No. 5, they conceded that those units had been accepted but
13 they weren't paying for them.

14 So, if Your Honor please, the breach exists at
15 that time with them and then we come up to June 3rd, having
16 accepted 19 units, having paid for none of those 19 units,
17 A.D.C. does -- well, A.D.C. faces this: Johnmark comes in
18 and says, "enough is enough. You have turned us around on
19 the cabinets, the appliances, the flooring, the cove moulding,
20 the kitchen lights, the additional units we had to do, the
21 floods, the ripping out of walls that had been finished
22 already, and the medicine cabinets. You have turned us
23 around every which way there is and we are simply not going

1 to take it any more," and if you remember, at the very
2 beginning, when I said what would somebody following the
3 Orwellian reasoning that A.D.C. was following do at that
4 point? They ordered us off the job and that's what they
5 did, on June 3, they ordered us off the job, they said we
6 had breached; that is the essence of Orwellian reasoning,
7 to say what is the opposite and then mean the other and
8 that is exactly what they did. They hadn't paid us for these
9 19 units that they had accepted; they had held us up at
10 every step of the way and now they ordered us off the job.
11 We come back, two weeks later, under the modification agree-
12 ment and under the reasoning of Mr. Weiner, and under the
13 reasoning of their alleged claim for interest, we should have
14 been producing units for them at that time, during the two
15 weeks that we were off, because they were ordered off the
16 job, we should have been producing units during that time.
17 As a matter of fact, we should have been producing units
18 during the week that Mr. Dillon wrongfully kicked us off the
19 job. That's their reasoning because that's the basis of
20 their interest claim.

21 Once again, the quirks of this reasoning are some-
22 thing to behold. Having ordered us off the job, they them-
23 selves being in breach, they say we want you to pay the

1 added interest, but do they have the courage to bring to
2 Your Honor the basis of this added interest claim? Do they
3 have the courage to bring to you the dates that these
4 loans were supposedly approved? Do they have --

5 THE COURT: No assumption date --

6 MR. REESE: No loan dates. Do they have the
7 courage to bring to you the delivery dates? Do they have
8 the courage to bring to you the loan values? Do they have
9 the courage to bring to you the basis of their interest
10 claim? No. All that they do is have the comptroller stand
11 up here and say the interest claimed is \$75,000 and some
12 odd cents and Mr. Guadagnino, and again, I'm sure I have
13 masticated his name, and in his absence I will apologize --
14 Mr. Guadagnino, that was for the entire contract, wasn't it,
15 not for just Ivy Mount, but for all the units. "Yes, that's
16 correct, that was what it was for."

17 Well, "what about -- this is for model units;
18 isn't it? Yes."

19 The testimony of Mr. Ramono was that they weren't
20 out of the model units until October, themselves, even though
21 they had been turned over and yet they are claiming interest.
22 Do you remember his testimony, "Well, I don't know what a
23 model unit is and I don't know what is not," and there are

1 even office units that they are claiming because those were
2 contained within 4355. There is no substantiation for that
3 interest charge, none whatsoever. There is no documentation,
4 there is just a bald-faced statement of Mr. Guadagnino
5 who did not have sufficient information to arrive at that
6 figure, "They owe us \$75,000" period, that's it.

7 If Your Honor please, we asked for \$77,149.56 and
8 we bring you all of this (indicating), every bit of it
9 testified by the inch. They act for \$75,000 and Your Honor
10 doesn't have a single exhibit justifying that figure nor
11 does Your Honor have one iota of information on which to
12 arrive at the basis of this figure. Once again, if Your
13 Honor please, the quirks of their reasoning are totally
14 beyond my comprehension but when we get down to it, the
15 only thing that comes out of this case is that the Plaintiff
16 has proven, far beyond a preponderance of the evidence,
17 that they are owed these figures for the work indicated and
18 that A.D.C. and their feeling that they could get away with
19 anything, breached this contract and, therefore, we are
20 entitled to the claim of lost profit as indicated and that's
21 the only way, under Count One, that we can remedy this rung
22 that is called A.D.C.

23 Thank you, Your Honor.

1 THE COURT: All right. Where is the original
2 contract?

3 MR. WEINER: It's over here, Your Honor. Could
4 I erase this board, Your Honor?

5 THE COURT: Take another color pen and just mark
6 over his figures. Do you want to go into something entirely
7 different?

8 MR. WEINER: I have another way that I want to
9 show this to you.

10 THE COURT: Turn the chalkboard around and we'll
11 look at that.

12 MR. WEINER: All right.

13 May it please the Court, Your Honor, Mr. Reese
14 has presented his categories of exhibits into me a some-
15 what confusing fashion and I am going to attempt to show
16 Your Honor that we can take his figures and his computations
17 and his menu of -- or schedule of events and really compress
18 it into a very simplistic, understandable presentation for
19 you. I choose to do it this way: first of all, we must
20 take a look at the cast of characters. A.D.C. Fairways,
21 as Your Honor well knows through testimony of its president;
22 Mr. Daly, and various employees and corporate officers, is
23 a rather large rehabilitation, condo-rehabilitation operation,

1 operating no only here in Virginia but elsewhere in the
2 country. Johnmark is a corporation consisting, basically,
3 of two owners, Mr. McCarty and Mr. Sauer. Mr. McCarty, the
4 president, admitted to His Honor and to the Court that he's
5 just not experienced in the business, having been -- this
6 being -- the Ivy Mount project being his third job, and his
7 business procedures, he testified, he was not aware of
8 certain things; his books were not up-to-date et cetera,
9 et cetera.

10 I am doing this to give you a background that
11 was presented and was elicited by cross examination. Now,
12 directing your attention to the course of events, the
13 March 12th contract ran into difficulties and I will get
14 back to it, but I have to address my comments, initially,
15 to what's been known as the modification agreement -- and
16 I meant to put 80 there and I just left off the zero --
17 Your Honor, I am withholding my comments as to the period
18 of time between March 12th and June 18th for the moment
19 and directing Your Honor's attention to the fact that as of
20 March -- June 18, 1980, by vehicle of a document called a
21 modification agreement, the parties presumably -- we heard
22 the term, "kissed and made up" or reconciled their differ-
23 ences. Mr. Reese goes through this computation up here

1 (indicating). I am merely saying to Your Honor, as of
2 June 18th, Johnmark acknowledged and A.D.C. acknowledges
3 that 19 Ivy Mount units were paid for pursuant to that
4 agreement. We had paid everything that we were billed up
5 to that date. We start clean.

6 Now, we go -- we next have a -- as part of our
7 defense, what we call the Schedule C problem. Now, directing
8 Your Honor's attention to the modification agreement, and
9 I think Mr. Reese makes very light of this, however, it's
10 extremely pertinent to the fact that as part of, and incor-
11 porated into the modification agreement, the -- under
12 Paragraph number 6, within 24 hours after execution --
13 it's on Page 2, the bottom of Page 2 of the modification
14 agreement -- within 24 hours after the execution of this
15 agreement by the developer, the developer will cause to be
16 deposited with Real Title Insurance Company, the sum of
17 \$61,889.32, to be disbursed by Real Title Company in accor-
18 dance with Section 6C of this agreement.

19 Now, 6B says that there will be a Schedule C,
20 a list of the contractors' major suppliers and subcontractors
21 as the amounts owed by the contractor to each as of May 10th
22 on account of the work. Now, the next sentence is a signifi-
23 cant sentence in our opinion, "As a material inducement to

1 the developer to enter into this agreement, the contractor
2 warrants to the developer one, the accuracy of Schedule C
3 and further warrants that there are no other suppliers or
4 subcontractors who, as of May 10th are owed in excess of
5 \$1,000 on account of the work."

6 Now, Mr. Reese says to Your Honor, well, there
7 was one, two insignificant -- it doesn't mean anything, but
8 it does mean something. We are saying there are four.

9 Now, if we turn to Schedule C of the agreement,
10 that I believe Your Honor was just looking at, Mr. McCarty
11 has testified and his witnesses have testified that they
12 left the job sometime -- June 3rd, and apparently didn't
13 come back until after this modification agreement had been
14 executed. Now, this is not an overnight type of situation.
15 We have at least 15 calendar days, two weeks, and the
16 agreement itself was not executed until June 18th and
17 Mr. McCarty is to put together a list of his subcontractors
18 and suppliers who are owed in excess of \$1,000.

19 Now, it's interesting to note, if you just examine
20 the list, I am not for one minute faulting Mr. McCarty for
21 handwriting the list, it makes no difference, it's down here
22 on paper, but, on its face, we see at least three subcon-
23 tractors or suppliers that are listed in amounts under \$1,000.

1 The agreement, the terms of Schedule C, are to be in
2 excess of \$1,000. Okay, he puts down under \$1,000 but,
3 Your Honor, of significance to us is the fact that we have
4 St. Clair Appliances who are owed in excess of \$5,000.
5 We have Laurel Building Supply who is owed in excess of
6 \$6,000. I dispute Mr. Reese's claim that General Electric
7 was paid because we showed that they were owed an amount
8 of \$3265 as of May 10th and that's what the terms of this
9 agreement say, as of May 10th. I don't care if they were
10 paid on May 11th, I don't care if they were paid on May 10th,
11 they were owed a certain amount of money. Very significant,
12 Mr. McCarty, in his business practice, seems to think that
13 if you send a check on insufficient funds, to someone for a
14 debt, the check bounces, that means you have paid. Your
15 Honor corrected him numerous times. I think at least two
16 or three times he made notes that he sent a check that had
17 bounced; that's not payment, but, nonetheless, it's our
18 position that we attempted to enter into a modification
19 agreement and clear the air.

20 Mr. Daly, in his testimony, both direct and on
21 cross examination, stated to Your Honor he wanted to work
22 with them. Now, he is the developer, he personally guaran-
23 teed a \$12 million for the project. Your Honor will note,

1 the contract price per unit, per unit, \$2435, of which
2 approximately \$800 are for appliances. So, we have
3 approximately \$1635 that would be the actual value of
4 materials and labor in a unit that Johnmark is supposed to
5 be doing. The point that Johnmark has complained about
6 consistently, both under the original contract and under
7 the modification agreement, is the delays. Now, I am
8 faced with an argument that I have faced many times in a
9 criminal trial. I have to argue the guilt and innocence and
10 then perhaps argue the sentencing situation, and I have that
11 problem right now because I have to argue to Your Honor
12 both the terms of the modification agreement and I also have
13 to argue to you that I feel, and the position of my client
14 is, that the modification agreement should be thrown out.

15 So, I am betwixed and between and so I will try
16 to present it to you in the most intelligible way possible.
17 It is our claim that the modification agreement must be
18 looked to as far as payments. We did pay and it has been
19 acknowledged that as of June 18th, there was a full payment
20 on the work that had been done up to that point. However,
21 we feel that we were induced into it pursuant to the terms
22 of the modification agreement, we relied on the accuracy
23 and we warranted the accuracy -- not only relied on it, but

1 it was warranted by Johnmark. In that respect, Your Honor,
2 we are asking you to say that the modification agreement
3 should be disregarded as far as our being induced into it
4 by the fraudulent representation of Johnmark.

5 Now, what about the big bad wolf, the A.D.C,
6 who is trying to take these people down to their knees.
7 Let's look at it and let's look at the situation in a pure
8 business -- and it's antiseptic this way because we must
9 look at it in a business and logical way -- this is not a
10 Court of equity right now, it's a Court of law and we are
11 dealing with a contract. We have a firm by the name of
12 A.D.C. Fairways who is going to convert and sell to the public
13 a 17-year old apartment unit. The unit is being based on
14 what the models look like. Certain differences of opinion
15 arise from time to time; however, there is an attempt, both
16 in the original contract and, I ask Your Honor to step back
17 with me to the original contract and we see that on March 19th,
18 there is a modification of sorts by attachment 1 to the
19 original contract, and what's being changed? On the original
20 contract we have things being changed, the scope of work is
21 being changed. Six days after the original contract is
22 entered into, there is a modification as to -- and maybe I'm
23 using the wrong term modification -- say, an adjustment,

1 reduction, expansion, as to the scope of work, appliances
2 to be used; that's the attachment number 1. It goes into
3 several other items but, very significant in here, very
4 significant, is that mid-way in the page we see a title
5 called "Effective dates" and it says, this is the first
6 attachment, it says, "The first seven units shall be com-
7 pleted no later than April 18th." Then it says, "Commencing
8 April 18th through September 26th," now, there is a date
9 that A.D.C. says we want to be out of this place. We want
10 to turn over that -- we want all our units and want to be
11 out of here on September 26th, 1980, and if the developer
12 was able to deliver seven units completed as -- not only
13 completed -- it says a minimum of seven completed and
14 accepted, units per week, they would have been out by
15 September 26th, 1980.

16 Then we go into the payment schedule, et cetera.
17 Now, if we turn the page, we have an attachment two and,
18 once again, attachment two has some further modifications,
19 all of which have been signed and agreed by Johnmark and
20 then, if we look again at attachment two, three and four,
21 they are all part of the changes that were made and approved
22 and accepted by Johnmark on April 1st, and then we have an
23 attachment five that again changes certain items, and again,

1 it's signed and accepted and this time it's done; it's
2 accepted, dated by A.D.C. on April 15th, accepted by
3 Johnmark on April 16th. We have variations in the kitchen
4 flooring, we have the omission of that patio hardware,
5 extensive changes and modifications with regard to prices,
6 scope of work, materials to be used, but, Your Honor, this
7 is a negotiated, agreed upon change.

8 Now, now we have this corporation, maybe nowhere
9 near the size of the corporation I represent, but coming
10 into this Court saying they have made changes on us, they
11 want changes of us. Your Honor, they agreed to these changes
12 but, did they negotiate extensions of time? They never
13 negotiated extensions of time. Are they -- are we to --
14 is this Court asked to give them relief because they go
15 into a situation, a one-on-one situation, albeit with
16 A.D.C. Fairways, albeit with General Motors, Chrysler
17 Corporation, any corporation, they were bargaining for a
18 contract, and now they come back and say, "They tried to
19 delay us," but the changes that we wanted, that we negotiated,
20 we negotiated price, color, styles, are in this contract
21 and, if modified, every change that was wanted was requested
22 and signed and agreed to by them, but they have never
23 asked, nor received, an extension of time.

1 Now, this is when you are bargaining with another
2 side, you have a duty, as the Court well knows, to bargain
3 to your position. That is -- I am not saying that the
4 contract was a good deal for them. We are not trying to
5 assess that here. We are trying to assess whether or not
6 we breached the contract or they breached the contract and
7 then the results will flow. Your Honor, I will stand here
8 and tell you that A.D.C. Fairways owes money to Johnmark.
9 I'm not saying that we don't. Why did we not pay them?
10 Why didn't we pay them? Unfortunately, as Mr. Reese has
11 mentioned, the law in Virginia, as in many other jurisdictions,
12 provides, both directly and indirectly, that when a payment
13 is made to the contractor, it's a final acceptance of work;
14 that is the reason behind the language as to advances.
15 Your Honor saw in one -- I believe Exhibit No. 5 it was --
16 yes, Exhibit No. 5 -- you saw written in there or typed in
17 there what was known as advances. We did not want to call
18 them payment for work because the units, in our opinion,
19 were not completed; it's a small amount of cosmetic work.

20 These people are buying these units and we want
21 to get out of there. If there's problems with consumer
22 groups later on, that's our problem, but we want to present
23 a unit that we can be signed off on.

1 Now, if Your Honor wants to -- it's very pertinent
2 with regard to the law, and Your Honor directed us early on
3 on certain items, but I think the extensions of time is
4 particularly pertinent and I ask Your Honor to -- I cite you,
5 rather, Section 6 of Michie's Juris Prudence on building
6 contracts and it says, if a building contract provides that
7 a change or extra may be asked for by the owner and that
8 for it, if an extension of time for completion is warranted,
9 the contractor must file a written claim -- in this par-
10 ticular section it says with the architect -- for giving
11 the grounds of the extension and that any extension must be
12 given in a written certificate of the architect. No
13 allowance for delay in such completion can be demanded with-
14 out the application for and the certificate of extension.
15 It's further held that an architect has no authority to
16 waive a stipulation as to time.

17 Now, Your Honor realizes that we are dealing with
18 a construction contract for rehabilitation; however, this
19 contract could be used for any type of construction. This
20 particular section from Michie's has to do with the exten-
21 sion of time with an architect involved. The developer
22 would fit into those shoes, it's our position the developer
23 would fit into the shoes of the architect.

1 With regard to the monies that Mr. Reese has
2 claimed, there are 11 units that -- I will try to use his
3 figures.

4 THE COURT: There is another colored pen there.
5 You can write along on side of his.

6 MR. WEINER: Now, Your Honor, we have stipulated
7 that we owe \$1,331.48 as to a fire job. We stipulate that --
8 we have stipulated that we owe \$4,293.95 for purchase
9 orders. Now, it's agreed that these monies have been paid.

10 THE COURT: Which monies?

11 MR. WEINER: That's the 19 units --

12 THE COURT: Yes.

13 MR. WEINER: No question about that. So, what
14 are we talking about? What is all this boiling down to?
15 What we are talking about is what amounts to units -- well,
16 11 units, units 32, 33, 38 and 21 through 28 and partials,
17 the partially completed units, that's the B-1 through B-4,
18 A-5 through A-10 and the inventory, and -- well, the miscel-
19 laneous other units in there, the 4345 building, 32 through
20 38, I will have to put those in as a lump figure. With
21 regard to the inventory, Your Honor, we are claiming that we
22 owe them -- well, I put it over there but I will put it
23 here (indicating), also. We owe them \$9144.70. Let me

1 address myself to the inventory. Mr. McCarty and Mr. Sauer
2 testified that they took an inventory on July 24th or 26th --
3 it was interesting to us that the inventory that was taken
4 by them and is admitted into evidence as Plaintiff's
5 Exhibit 12 is a handwritten inventory, undated, unsigned
6 and never received by A.D.C. as monies due and owing other
7 than the trial. We were never presented with that figure.
8 Mr. Kische testified to the effect that he took an inventory
9 and he did say that the inventory was taken sometime in
10 early August, but then it's very interesting to note that
11 he said that he took the inventory upon the locksmith --
12 upon the lock being opened and he says that he took the
13 inventory with Dennis Wolf and they come out with a figure
14 of 9144. Your Honor is going to have to reach a determin-
15 ation between A.D.C.'s figure of 9144 and Johnmark's 16021.
16 We have two lists and maybe those things can be reconciled
17 in some way, but there is almost a \$7,000 difference there.

18 With regard to -- now, Your Honor, we put on
19 testimony with regard to the backcharge on the 11 units,
20 the backcharge or, rather, the charges that we incurred to
21 have those units completed by Mr. Ramono from Holdfast.
22 If Your Honor will recall, Mr. Ramono testified that the
23 units that supposedly were completed were somewhat -- in

1 Building 4355 -- were in a state of repair or a state of
2 completion anywhere from 10 percent complete to 90 percent
3 complete. Mr. Ramono never once specified that any of the
4 units that he took over were anywhere near the amounts of
5 completion as in the Plaintiff's sheet for B-1 through B-4.
6 He goes as high as 23 or \$2500 -- 2566.89, but, Your Honor,
7 I think the figure -- I am going to take the attack in our
8 argument that before Your Honor can adjust figures in this
9 case, we have admitted certain monies due and owing, however,
10 Your Honor must take into consideration, because it is
11 absolutely essential to both parties in this suit, who
12 breached the contract. Certainly, we make the claim for
13 interest. If Your Honor finds that there is a breach on the
14 part of the contractor, Johnmark, then certainly they would
15 not be entitled to any profit figures, they would be entitled
16 to a quantum meruit for work that's in place. Certainly,
17 they would not be entitled to an unjust enrichment but
18 as far as then gain of profit, they would be estopped from
19 gaining the profit. I must point out to Your Honor, again,
20 as Your Honor saw, this contract, in numerous places, talks
21 about delays, both foreseen and unforeseen. It puts
22 certain extreme duties on the contractor. Unfortunately,
23 I think that at this hindsight is 20-20, foresight many

1 times is not, and in this case, I believe that Johnmark
2 through its president, Mr. McCarty, took on a project that
3 they were ilequipped to do. They were ilequipped to
4 enter into this contract. I don't think that they under-
5 stood the contract. I don't think they understood what
6 they were getting themselves into, but yet, we relied upon
7 their apparent representation.

8 Your Honor must and cannot ignore the breach that
9 occurred in Schedule C of the modification agreement. Your
10 Honor cannot ignore the fact that they delayed -- they were
11 constantly delayed -- they never once followed the procedures
12 as set forth in the contract, requesting a time -- I went
13 through the attachments to the contract where A.D.C. modi-
14 fied the scope and they agreed to it constantly. Nobody,
15 in fact, Mr. McCarty said that he freely and voluntarily
16 entered into both the contract and the modification agree-
17 ment. I don't recall him saying that he entered into the
18 attachments, but I assume that he did. No one ever forced
19 him into any of these agreements. He was working with
20 A.D.C. prior to this, he knew A.D.C. He knew the beast that
21 he was dealing with and that's what he represents them as
22 being, a beast, but he voluntarily entered into the contract
23 and we kept his toes to the fire and now, for him to come

1 back and say, I'm not experienced, I'm not an experienced
2 contractor -- he said from that stand, I have never said
3 that I was experienced, yet he was entering into a construc-
4 tion agreement with a very definite time of the essence is
5 written in that, delivery schedule and then he says I
6 agreed to do extra things. Your Honor picked up on the
7 fact and asked him about the extent of his staff and he
8 said that, aside from his subs, he maybe had ten people.
9 It wasn't until June that he hired Mr. Purdy who had some
10 experience. Mr. Purdy was that construction coordinator
11 who took over from that Mrs. Jean Summey who said that she
12 was somewhat of a construction coordinator and somewhat of
13 an office manager.

14 Your Honor, ineptness reeks in this case. My
15 client is a large corporation and they shouldn't be punished
16 for being a large corporation. They have experience. They
17 presented a contract that is a contract that is based to
18 protect them. This is a contract that should have been,
19 prior to its entering into, been read over. When I asked
20 Mr. McCarty, from the stand, if he realized certain things
21 were in the contract, he apparently did not. He never used
22 any of the vehicles in the contract for his own safeguards.
23 He communicated verbally, if ever. He made certain allegations

1 about -- well, it didn't do any good, it didn't do any good.
2 Yet, he kept on getting himself in deeper and deeper and
3 deeper and then Mr. Reese says to Your Honor, we threw our
4 hands up, enough is enough, and we went into the modifica-
5 tion agreement and then, then, in the modification agree-
6 ment on June 18th, he promised to deliver. We forget about
7 all of the past failures and he promised to deliver the
8 first seven units on July 3rd and the cove moulding was not
9 even ordered, was not even ordered until June 30th and then
10 they -- then they couldn't even get it June 30th. This was
11 after being off the job.

12 I submit to Your Honor, the contract, in viewing
13 it, with its attachments, with its modification agreement,
14 indicates that the contractor, Johnmark, is in breach of
15 the change order provisions, the payment by contractors --
16 he didn't pay his subs and Mr. Reese hit it on the head.
17 He was under-capitalized, but yet, he under-capitalized.
18 That's why he took those extra jobs, to make a little extra
19 money, but he neglected the prime contractor, his prosecution
20 of the work. He's in breach of that clause. His familiarity
21 with the site, he was in breach of that. Compliance with the
22 laws, Your Honor stated when I crossed Mr. McCarty that,
23 well, both sort of waived or sort of ignored, I think was the

1 word Your Honor used, the Fairfax County inspection. I
2 think Mr. McCarty, Johnmark, was in breach of its employment
3 of labor. I asked every subcontractor, every one that took
4 the stand, did you see the agreement, did you see the con-
5 tract with Johnmark and A.D.C. and unanimously each one
6 said, no, we did not. The reason they did not see it was
7 the reason that Johnmark didn't see it, because they didn't
8 care about it.

9 Your Honor said something very, very poignant when
10 we first started this case: this is a New York style con-
11 tract and down-country folks just shake hands and they do
12 the job. Unfortunately, this was not the situation. They're
13 working at two different levels, Your Honor, and for the
14 Court to sanction the entry into a contract by an adult
15 individual, the president of a corporation, and then to fall
16 back on it because he didn't know what was in the contract,
17 is absolutely -- would take Mr. Williston and stand him on
18 his ear or Mr. Corbin.

19 Basic contract laws -- that's why we have con-
20 tracts. We don't break twigs any more. There is no more
21 passing a peppercorn. Work is contracted for and especially
22 a time of the essence contract, time of the essence. Time
23 of the essence -- I asked Mr. McCarty if he knew that and

1 Your Honor said -- sustained Mr. Reese's objection, that's
2 a legal term and certainly Mr. Reese and myself, as attorneys,
3 and Your Honor, as Judge, know that a time of the essence
4 in a contract is something that is not just struggled off.
5 It is something that must be addressed as something that
6 must be conformed to. Your Honor, we owe them money, that's
7 not the question. They owe us money, they owe us interest.
8 We paid, as a result of the entire Ivy Mount project, in
9 excess of \$365,000 in interest. We have conservatively
10 stated to Your Honor that approximately \$75,000 was excess
11 interest that had to be paid.

12 I pointed out to Your Honor, in the attachment
13 to the original contract, if Johnmark would have kept its
14 bargain, we would have been out of that job. The contract,
15 the attachment, says September 26th. I will even push it
16 to October 2nd, the following week or two weeks.--
17 Mr. Ramono said he ran over two weeks. Let's give them the
18 two weeks. Let's give them -- let's push them over into
19 October, the middle of October. We still endured or sustained
20 what amounts to a \$75,000 in-excess interest.

21 Your Honor, certainly a ruling that would make
22 an adjustment for our interest excess, for our backcharges,
23 and it would be unconscionable to allow them a profit figure

1 on the work that they didn't even -- were not even attempting
2 to do nor even did they contemplate doing, we are prepared
3 to pay them a just sum of money, quantum meruit. We are
4 asking Your Honor to rule on the figures before you and to
5 award a proper figure based on what was done and under-
6 standing that we have two documents here, two contract
7 documents here, that were unable to be complied with by the
8 contractor, with assistance. They have made the point that
9 we impeded their work by these punch lists. We didn't
10 impede them, we tried to help them. This is what has to be
11 done. You only have \$1600 worth of work to do in this
12 place, do it right. I think that a -- there is probably
13 a little ground somewhere between those figures on the
14 inventory, but the real figures that can -- that Your Honor,
15 as the trier of fact, must address, of course, is our
16 interest figure and their request for profit on work that
17 had to be done by another.

18 I would ask Your Honor to read over those docu-
19 ments carefully and, with the information you have heard
20 from the stand and the documents submitted, make an appropriate
21 ruling.

22 THE COURT: Before you stop your argument, I would
23 like your comments and then later Mr. Reese's on who said

1 what. Recall to me the evidence, at the time Johnmark
2 last left the job.

3 MR. WEINER: You mean on July 24th?

4 THE COURT: Yes, sir.

5 MR. REESE: Who said --

6 THE COURT: Who said what? I "you're fired"; and
7 you know --

8 MR. WEINER: There was a little --

9 THE COURT: Maybe that's what we need to look for.

10 MR. REESE: This is from our position (indicating)

11 THE COURT: That's Johnmark --

12 MR. REESE: Yes.

13 THE COURT: I think what happened is this came
14 along and I never got time to read it.

15 MR. REESE: And here is A.D.C.'s letter.

16 (Indicating)

17 THE COURT: Here's another one, too.

18 MR. WEINER: Is that the one from the bridge --

19 THE COURT: There is nothing about a bridge --

20 MR. WEINER: No, Your Honor, I think that
21 Mr. Guadagnino signed this letter, and in the -- you remember
22 he said there was a material breach?

23 THE COURT: Oh, yes.

1 MR. WEINER: That would be --

2 THE COURT: I read that one. Let me go back and
3 read P-9 and then I will hear you. Let's see, the cross
4 letter is the same day -- it's an "I quit;" "You're fired"
5 situation. All right. Now, what told me whether -- no,
6 Building 7753 is in Ivy Mount?

7 MR. REESE: Yes.

8 MR. WEINER: There is a letter to them relieving
9 them of this building which they agreed to; it's not in
10 evidence.

11 MR. REESE: You didn't relieve us, either.

12 THE COURT: This says a contractor has begun
13 work at Ivy Mount, Building No. 7753, performing work that
14 is within the scope of Johnmark's contract.

15 MR. WEINER: Correct.

16 MR. REESE: That was correct, Holdfast was -- it
17 was testified to by Mr. Ramono.

18 THE COURT: I want first your comments on -- I
19 need the stapler, again. This is falling apart -- on the
20 right of A.D.C. to change the scope of work --

21 MR. WEINER: I believe, Your Honor --

22 THE COURT: It's in the contract.

23 MR. REESE: If Your Honor please, it is not even

1 in evidence, as far as they're exercising that right.

2 THE COURT: Uh-huh.

3 MR. WEINER: The contract is in evidence.

4 THE COURT: The contract says, Exhibit P-1,
5 Paragraph number 4, "Developers shall have the right, at
6 any time, to make changes, substitutions, additions, omissions,
7 or deviations in the work; hereinafter collectively referred
8 to as changes, by written change order signed by an
9 authorized representative." Now, was there anything else
10 in the contract, before you stopped talking -- which would
11 give your clients the right to bring Mr. Ramono of Holdfast
12 in and start doing part of Ivy Mount's work unless they
13 gave the 15 days notice to Johnmark that they were cancelling
14 that part of the contract?

15 MR. WEINER: Your Honor, I direct your attention
16 to Paragraph number 7, "Constitution of work".

17 THE COURT: Yes.

18 MR. WEINER: I believe that --

19 (Off the record)

20 THE COURT: All right.

21 MR. REESE: I don't find anything else in there,
22 Your Honor.

23 THE COURT: That covers what I wanted to know.

1 I had not gotten time to read P-9 until now, nor had I
2 known that each was claiming default, literally, as of the
3 same day.

4 MR. REESE: Yes, sir.

5 MR. WEINER: Your Honor, my citation to Paragraph 7
6 of the agreement is the one that immediately hit me, but I
7 think it is covered in another paragraph as well and I can
8 relay that to you.

9 THE COURT: Today, in the next ten minutes?

10 MR. WEINER: Oh, yes.

11 THE COURT: All right. Any rebuttal?

12 MR. REESE: Yes, Your Honor.

13 It is interesting to observe Mr. Weiner go right
14 up to the verge and then he can't get the figure out. He
15 can't tell Your Honor that A.D.C. has admitted to owing
16 my client \$15,148.83. He can't bring himself to do that.
17 Maybe he's trying to say they're not due, I don't know,
18 but in the answers to interrogatories that we submitted to
19 the Defendants, they supplemented these answers on February
20 8th, 1982, with reference to Question No. 25, the question
21 was, "Please state with specificity what sums you believe
22 are owed by A.D.C. Fairways Corporation to Johnmark
23 Construction, Inc., for the following: A. Work performed

1 at Ivy Mount; B. Work performed at Heritage Woods;
2 C. Inventory left at Ivy Mount; and D. Purchase orders
3 for Ivy Mount." Answer, "Ivy Mount completed and substantially
4 completed units, \$26,203.70. Ivy Mount partially com-
5 pleted units, \$17,175. Fire job, \$1,331.48. Inventory,
6 \$9,144.70. Purchase orders, \$4,293.95. Total, \$58,148.83,
7 with no mention of offset.

8 THE COURT: I can't see your figures --

9 MR. REESE: If Your Honor please, they are in the
10 answers to interrogatories but they come out to \$26,203.70;
11 \$17,175.--

12 THE COURT: For which items?

13 MR. REESE: All right. Ivy Mount completed units --
14 strike that. Ivy Mount completed and substantially com-
15 pleted units, \$26,203.70. Ivy Mount partially completed
16 units, \$17,175. Fire job was \$1341.48. Inventory they
17 cited \$9,144.70. Purchase orders, \$4,293.95 with no mention
18 of offsets. \$53,148.83 and Mr. Weiner can't bring himself
19 to say to Your Honor that is how much we said, in our
20 interrogatories we owe to Johnmark. How can you forget a
21 figure like that? That's a fairly substantial figure. Now,
22 if Your Honor please, the truth of the matter comes down to
23 this: A.D.C. was in breach of this contract one week after

1 April 18th. They were in breach of this contract on
2 April 25th, 1980. They were in breach of it because their
3 representative, Mr. Quatmann, accepted units on that date
4 and they were not paid for them until June 18, 1980 and the
5 contract provides a payment provision.

6 Now, Mr. Weiner comes and says, ah, Johnmark was
7 under-funded and under-capitalized and that was their
8 problem. Well, if Your Honor please, if A.D.C. had paid
9 their bills when they received the invoices, when their
10 representatives approved the units, there would have been
11 no question of under-capitalization. They could have paid
12 all of their bills, but A.D.C. says, "We don't care that we
13 accepted the units on April 25th, we don't care that we
14 accepted units on May 3, we don't care that we accepted
15 units on May 16th. All we care about is we didn't pay you
16 and that's all well and good and we got away with it until
17 June 18th."

18 Now, Mr. Weiner would come to you and say, "Your
19 Honor, there is no reason why A.D.C. wouldn't pay these
20 people. There is no reason why." And yet, Tom Daly testi-
21 fied from the stand to a very interesting situation. They
22 took draws on this loan from Continental Bank based upon
23 work in place. The inspectors would come down, certify to

1 the bank the work in place and then A.D.C. could take a
2 draw and how handy it would be if having taken that draw
3 they didn't have to pay their prime contractor. What do
4 you do with that kind of money? Where would you send it?
5 What investments could you use that money in? As Your Honor
6 saw, this wasn't the only project that these people were
7 having. They had projects strewn across the country. How
8 nice it would be if you did not have to pay your prime
9 contractor, having gotten the money from your lender, and
10 that's why they did this, that's why they didn't pay them
11 after they accepted units; that's why they sent people
12 back in to rewalk these units, time and again, to stall,
13 continually stall, having to pay.

14 Mr. Weiner would say to you, "Oh, but Your Honor,
15 they had these units already sold." I have, as yet, to hear
16 one iota of evidence that they had even one of these units
17 sold. Interestingly enough, the model units, according
18 to Mr. Ramona, were not even vacated until November, 1980,
19 model units that had been turned over to them on April 25,
20 1980, and he would come in and say to you, Mr. Weiner would,
21 "But, Your Honor, we lost all of this money in interest"
22 and yet they didn't even bother to turn over the model units
23 in that one building until November and yet they come in and

1 they claim, Your Honor, give us interest on these model
2 units -- units that were perfected and we had open houses
3 in them. Give us interest on these units, 11 through 17,
4 because we didn't have an opportunity to sell them. Oh,
5 for shame. What an Orwellian position to take before Your
6 Honor in view of the entire scope of the evidence that we
7 have here. They can't bring themselves to admit to Your
8 Honor that what the interrogatories even stated, that they
9 owe us \$58,000. They can't bring it to you and admit to you
10 that they didn't vacate these units until November and
11 October. They cannot bring it, the evidence, to you to say
12 to Your Honor that what actually happened here was, we did
13 accept units on April 25, but we happen to have better uses
14 for the money at that particular day. That's what we're
15 talking about. Breach of the contract, yes. A.D.C. breached
16 it on April 25th, 1980, and we did our best to keep that
17 contract going. Why? A.D.C. may go elsewhere, we are stuck
18 here. This is the only game in town. A.D.C. may send their
19 money elsewhere, what can we do? All we can do is stall
20 our sub's until such time as A.D.C. sees fit to pay us.
21 And when will they see fit to pay us? When we finally stamp
22 our feet and say no more, and then A.D.C. realizes, as they
23 knew all along, that they would stall until that date and

1 then they would pay us. Two months late, talk about what
2 you can do with interest on that kind of money for two
3 months.

4 If Your Honor please, the breach was A.D.C.'s,
5 the breach was A.D.C.'s again after the modification agree-
6 ment because A.D.C. kicked my client off the job -- I agree
7 with Mr. Dillon, perhaps he didn't have authority or perhaps
8 somebody is letting him hang out there, I don't know, but
9 his testimony is that he didn't have authority. Well, the
10 end result is the same, they kicked us off the job for a
11 week and now they come to us and say, "But we expect you,
12 Your Honor, to require them to meet the same schedule, even
13 though we wrongfully kicked them off the job, to meet the
14 same schedule of production of units." Once again, the
15 logic of this situation is pure Orwellian at that point.
16 A.D.C. cannot be allowed to get away with this kind of a
17 contractual relationship, with this kind of treating of
18 their subcontractors.

19 I'm not trying Count Two and Three, I'm only
20 asking Your Honor today to give us judgment for the sum of
21 \$76,716.27, which is -- once the corrections are made on
22 here (indicating), plus 15 percent profit on the remaining
23 units at Ivy Mount as indicated, and we will be seeing them

1 on the fraud count. Thank you, Your Honor.

2 Whereupon, at 5:40 o'clock p.m., the hearing in
3 the above-entitled matter was concluded.
4

5 - - -
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

P R O C E E D I N G S

THE COURT: The parties began with a delay in delivery of units and from the very beginning of the contract, ADC's actions and inactions kept the Plaintiff from completing performance and receiving payment. I find that the Plaintiff did perform under the contract. I find that delays were caused by ADC, going right to the top man, Daly, whose employees would change things and Daly would change that, adding expense to his own business, extra time, and extra work to the Plaintiff.

Now, the billings are not for extra work, the billings the Plaintiff makes are for the contract prices with agreed extras. So that form of damage to the Plaintiff is absorbed by the Plaintiff but the testimony concerning the variation in the kitchen ceiling light is a good indicator of the nature of the problem; it's further complicated by ADC's having a split authority a good part of the time with two project coordinators, apparently with equal authority at one time and they, in turn, couldn't -- apparently could not get decisions from the superiors which would stick. Again, the kind of delay is when ADC's project manager orders the Plaintiff off the job;

1 they have no authority to do it because the contract calls
2 for a -- well, the procedure followed was improper, under
3 the contract, because it requires a writing and none was
4 produced. So, that is the kind of delay which must, again,
5 be laid to the door of ADC. There is some believable
6 evidence that ADC's walk through inspectors, the persons
7 who would decide if a unit was so complete that it could
8 be approved for payment by ADC, there's some evidence that
9 such inspectors purposely picked at inconsequential
10 items for the purpose of delaying payment.

11 When the Plaintiff did leave the job, it made
12 an inventory, immediately, of some \$16,000 worth of goods.
13 It locked the goods up, they belonged to the Plaintiff;
14 the Plaintiff comes back and ADC, through its employees,
15 has hired a locksmith to go into the units and ADC's
16 people are literally wheeling some of the items out. It's
17 a form of larceny, although it may have been under some very
18 thin claim of right. It's later that ADC makes its
19 inventory reaching a figure of some \$9,100, but I accept
20 the inventory of John Mark's employees.

21 The Plaintiff got a little overclaiming here,
22 from my memory of the evidence. Now, ADC says, "But,
23 John Mark wasn't fair with us, they committed a fraud in

1 getting us to enter into the modification agreement
2 because they signed a paper that says 'listing debts over
3 a thousand dollars is material to ADC'" and they didn't list
4 some five or six of them. It narrows down, I think, to
5 perhaps four -- two of which Mr. McCarty, of the Plaintiff,
6 says he just plain forgot. They were sizable amounts owed
7 the contractor but they had ranged through charges on
8 prior work of the John Mark Company and while they were
9 owed, I have the impression it was not all from this
10 contract. Even so, the terms of the modification agreement
11 tells us how much it is, and it was not done; two of those
12 were faulty; two others were ones -- I can't tell whether
13 they were consciously held back by McCarty to be paid the
14 next day and therefore omitted from the list or he forgot
15 them, too.

16 When fraud is alleged, it must be proved by
17 clear and convincing evidence on that one element, not
18 the rest of the case, and the Defendants are unable to
19 establish that burden of proof to prove that there was a
20 material breach in the entry into the modification
21 agreement.

22 Because, of course -- oh, yes. The Defendants
23 then say, "Well, we have some offsets of extra expenses,

1 the prime one being the interest costs" but the delays
2 are attributable, almost totally to ADC and, therefore, it
3 could not -- they are not entitled to any offset interests.
4 At the same time, the interest was inadequately proved for
5 me to be able to reach a figure to consider it; I couldn't
6 get a figure that would state; when I look at the evidence,
7 it just can't be articulated, I'm afraid.

8 The loss of the profit is the last major element
9 the Plaintiff claims; namely, on a modified contract
10 price of \$2,435.41 per unit; reference to the papers shows
11 that 141 units remained at Ivymount. Further reference
12 shows that the contracted profit was 15 percent of the
13 contract price. It gives one the Plaintiff's mathematical
14 figure of \$47,781.13.

15 ADC was entitled to make many changes; they were
16 entitled, if they had followed their own contracts, to
17 give written notice to John Mark regardless of cause, put
18 them off the job, and go on and hire Romano, but they
19 didn't do it. They had the perfect out from their point of
20 view, and they didn't do it; therefore, John Mark is
21 entitled to the loss of profits.

22 Now, John Mark complains about these delays and
23 says, "Oh, it was just terrible, they didn't live up to

1 their contract" but under the contract, ADC had the right
2 to keep changing its mind; it was quite a contract. They
3 had the right to change the cabinets, the appliances, the
4 flooring, the cove molding and so on. John Mark
5 complained about it, but they just have to bite their lips
6 till they bleed because that's what they contracted for,
7 but they didn't contract to have to put up with the delays
8 that were caused. Now, one can say right there, well,
9 why didn't John Mark follow the contract and give written
10 claim for its delays, and I hold against ADC on that one,
11 too. The delays were begun by ADC, known to ADC, orally
12 complained of to ADC and written notice would have been
13 futile. The law does not require one to do that which is
14 futile to do. They already know it, in spite of the
15 complaints, would not pay the bills.

16 Now, the total exceeds the ad damnum, so I award
17 the ad damnum, \$123,412 with interest from this date of
18 ten percent, besides costs.

19 I raise the question about other counts. They
20 are slated for a later time but there is a Virginia case
21 that says you can't join in a suit in different counts,
22 varying parties. I think that's what's being done because
23 some individuals are being sued and so on. I am going to --

1 before you set down Counts 2 and 3, I think counsel should
2 recheck the case law under Joinder of Parties.

3 MR. REESE: If need be, we can -- there is a
4 statute on a point of law that allows us to sue but --

5 THE COURT: I am not going to suggest specific
6 procedures, I just suggest that there may be a problem
7 here which I am going to let you gentlemen solve.

8 MR. REESE: I understand that, Your Honor.

9 THE COURT: I -- I am inclined, counsel, to have
10 you all retain the transcripts -- well, I don't know.
11 Mr. Reese, let the order show that the record is -- the
12 transcript is made part of the record in this case, in
13 case your opponents decide to take some action.

14 MR. REESE: Yes, sir.

15 THE COURT: And let the order also show that if
16 no appeal be taken, the Clerk is directed to return
17 transcripts, interrogatories and depositions to counsel
18 or destroy them -- file space --

19 MR. WEINER: Okay, thank you, Your Honor.

20 THE COURT: This session is adjourned.

21 (Whereupon, the hearing concluded at 5:40 o'clock
22 p.m.)
23

CONSTRUCTION AGREEMENT

P-10/80

This Agreement is made this 12th day of March, 1980,
by and between Johnmark Construction, Inc.
(hereinafter called "Contractor") whose address is 10935 Indian Head Hwy.
Oxon Hill, Md. 20022 and ADC Fairways Corp.
(hereinafter called "Developer").

WHEREAS, Contractor wishes to perform work and/or furnish materials in
the construction of

Ivymount
(describe construction project)

(Hereinafter called the "Project") on the following real property:
See Attachment I for description

(hereinafter called the "Site");

NOW, THEREFORE, in consideration of the mutual promises herein contained,
the parties agree as follows:

1. WORK. In accordance with all of the terms and conditions of this
Agreement, Contractor shall perform and finish in a good and workmanlike
manner, and shall furnish all materials, labor, equipment, supplies and tools
for, the following described work:

See attachment I for description
(describe Contractor's work)

(hereinafter called the "Work"). The Work shall be performed under the direction
and to the satisfaction, of Developer in accordance with plans, specifications,
drawings and schedules for the Work, and any supplemental terms and conditions
to this Agreement, all of which are on file (subject to being supplemented as
provided in Section 7 hereof) at the office of Developer (hereinafter all such
documents collectively called the "Contract Documents") and incorporated into
this Agreement by this reference as if fully set forth.

2. PRICE. Builder shall pay to Contractor for the Work the sum of
See Attachment I for description (\$)
(the "Contract Price"), upon the conditions contained herein and subject to any
additions or deductions in the Contract Price made as provided in Section 4
hereof.

3. PAYMENT SCHEDULE. Unless otherwise provided by the Contract Docu-
ments, within five (5) days after execution of this Agreement, Contractor
shall submit to Developer an itemized estimate of the kinds and quantities
and value of all materials and labor to be included in the Work. Developer
may revise this estimate as, in its judgment, may be required to make the var-
ious items conform to their proper proportionate value of the Contract Price.
This estimate, when approved by Developer, shall be the basis for prepara-
tion of monthly invoices by Contractor. In the event Contractor shall fail
to submit such estimate, Developer shall have the right to disburse payments
according to whatever schedule Developer deems proper.

All invoices by Contractor shall be submitted to Developer at his offices on or before the fifth day of each month for work performed during the preceeding month. All invoices shall be in a form satisfactory to Developer and at Developer's request shall show: (i) the value of all labor and materials incorporated into the Project to the end of the preceeding month, (ii) the percentage provided to be retained by Developer which shall be zero percent (0%) unless otherwise agreed in writing by the parties, (iii) all prior payments made, and (iv) the net payment requested. Invoices shall be accompanied by a list of all suppliers, laborers and materialmen who have furnished labor, materials, or equipment to the invoice date and of any other persons or entities other than contractor, including union trust funds, who may have a lien upon all or any portion of the Site arising out of the Work (all such suppliers, laborers, materialmen and other persons or entities hereinafter collectively called "Lien Claimants"). Either before or after payment Developer may require Contractor to furnish properly signed receipts, vouchers and lien releases, in form satisfactory to Developer, from all Lien Claimants, and in such case, notwithstanding any other provisions of this Agreement, no payment shall be required to be made to Contractor until such receipts, vouchers and lien releases are furnished. Within a reasonable time after submission of the invoice and any other documents which may be required by Developer as herein provided, Developer shall pay to Contractor ninety percent (90%) (or such other percentage as may be agreed upon by the parties in writing) of the value, based upon the approved estimate of such work, of labor and materials which have been incorporated into the Project by Contractor during the month for which the invoice has been submitted.

Final payment to Contractor, including all sums retained, shall be made following completion of the Work, but not before the expiration of the period allowed by law for the filing of mechanics lien claims with respect to the Work and the bonding by Contractor of any mechanics lien claims so filed. The making of final payment to Contractor shall not be construed as acceptance of the Work or waiver of any rights of Developer under this Agreement and shall not relieve Contractor of any of its obligations hereunder.

Notwithstanding any other provision of this Agreement, Developer shall not be obligated to make any payment to Contractor if, and as long as, any one or more of the following conditions exist:

- (a) Contractor has failed to perform any of its obligations hereunder or otherwise is in default under this Agreement;
- (b) Contractor has failed to furnish to Developer invoices and signed receipts, vouchers and lien releases in the form and manner required hereunder;
- (c) Any part of a payment requested is attributable to work which is defective or not performed in accordance with this Agreement and the Contract Documents; provided, however, if severable, payment shall be made as to the part thereof which appears to be properly performed after due allowance for the cost of correcting the defective part of the Work, as estimated by Developer;
- (d) Contractor has failed to make payment promptly to any Lien Claimants;
- (e) If Developer, in its good faith judgment, determines that the portion of the Contract Price then remaining unpaid will not be sufficient to complete the Work and correct deficiencies in the Work. In such case no additional payments will be due Contractor hereunder unless and until Contractor, at its sole cost, performs a sufficient portion of the Work so that such portion of the Contract Price then remaining unpaid is determined by Developer to be sufficient to so complete and correct the Work.

All payments by Developer to Contractor shall constitute trust funds in Contractor's possession, to be applied first towards payment of all persons and entities, including, but not limited to, all Lien Claimants, insurance companies, governmental agencies, and transportation and utility companies, having claims relating to the Work, before application for any other purpose.

4. **CHANGE ORDERS.** Developer shall have the right at any time to make changes, substitutions, additions, omissions or deviations in the Work (hereinafter collectively referred to as "Changes") by written change order signed by an authorized representative of Developer and Contractor shall promptly perform any Changes, unless expressly made pursuant to a properly executed change order and any Changes made without authorization as herein provided shall be conclusively presumed to be voluntary by Contractor and Contractor shall be entitled to no compensation therefor. Unless otherwise prescribed in a change order, all authorized changes shall be executed under the terms and conditions of this Agreement and the Contract Documents. No increase in the cost of the Work shall result from Changes ordered, or extension of time for performance of the Work allowed, unless written claim for such increase in cost or extension of time is made when Changes are ordered and authorized in writing by Developer.

Unless otherwise agreed in writing by Developer and Contractor, any authorized increase in the cost of the Work shall be computed at rates not higher than actual cost of labor and materials for similar work in the vicinity of the Project, plus an amount equal to ten percent (10%) of such cost Contractor's overhead and profit. Unless otherwise agreed in writing by Developer and Contractor, any Changes resulting in a decrease of Contractor's cost or elimination of any of the Work, shall reduce the Contract Price by an amount equal to the estimated cost of the labor and materials omitted from the Work (valued at the cost of similar work in the vicinity of the Project), plus an amount equal to ten percent (10%) of such cost for Contractor's reduced overhead and unearned profit on such decreased cost or eliminated work.

In the event of any dispute between Developer and Contractor over any increase or decrease in the cost of the Work resulting from Changes, or with respect to an extension of time for Changes, such dispute shall be settled by arbitration in Washington, D. C., in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) shall be final and conclusive upon the parties and may be entered in any court of competent jurisdiction. The cost of such arbitration proceeding shall be borne equally by the parties thereto and the Work shall not be delayed, nor the time for performance of the Work extended, by any arbitration proceeding, except by written agreement of the Developer. Written demand for arbitration shall be made within a reasonable time after the dispute has arisen and in no event later than the time of final payment.

5. **PAYMENTS BY CONTRACTOR.** Contractor shall promptly pay in cash all costs of labor employed and materials and services furnished and used in the performance of the Work. Developer shall have the right, whenever it shall deem such procedure advisable, to make payments due Contractor directly to any subcontractor, material or equipment supplier, utility or transportation company, insurance company, governmental agency, or union trust fund for any work, labor, materials, equipment, utilities, transportation, insurance premiums, taxes or the like, performed, furnished, rendered, or payable in connection with the performance of the Work, unless Contractor has first delivered written notice to Developer of a dispute with any such person and has furnished security satisfactory to Developer insuring against claims therefrom. Any payment so made shall be credited against sums due Contractor in the same manner as if such payment had been made directly to Contractor. The provisions of this paragraph 5 are intended solely for the benefit of Developer and shall not inure to the benefit of any third persons, or obligate Developer or its sureties in any way to any third party.

6. **LIENS.** Contractor shall at all times keep the Project and each part thereof free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work and Contractor shall indemnify, defend and hold Developer harmless from and against all claims, losses, demands, causes of action or expenses (including attorney's fees and other costs of defense incurred by

Developer in defending against the foregoing or in enforcing this indemnity and defense obligation) of whatever nature, arising by reason of any such lien, claim of lien, attachment or encumbrance. In the event any claim is filed to enforce any laborers, materialmen, mechanics or other similar lien arising out of or relating to the Work, Contractor shall immediately cause such lien to be released and discharged and if Contractor shall fail so to do, then Developer, shall have the right to pay all sums, including attorneys fees and any other costs and expenses incurred, necessary to obtain such release and discharge and hold Contractor liable for the amount thereof with the right to deduct all or a portion of such sum from amounts that may be due Contractor.

7. PROSECUTION OF WORK. Contractor shall commence the Work immediately upon notification to do so from Developer and it shall proceed with the Work, and every part thereof, until completion in a prompt, diligent and workmanlike manner in strict accordance with Developer's time schedule and in such time so as not to delay the other trades. Developer shall have the right, at any time, to supplement the plans and specifications for the Work with consistent drawings and schedules and upon so doing such drawings and schedules shall immediately become part of the Contract Documents. Contractor shall do the several parts of the Work at such times and in such order as Developer may direct and in the event the Project is divided into sections, Contractor shall prosecute all sections simultaneously if requested by Developer. In the event that Contractor shall fail to provide sufficient men or equipment for the Work and is thereby unable to meet the requirements of Developer, Developer may obtain additional equipment and provide additional men to assist Contractor and all costs thereof, including a reasonable fee for expenses of administration and supervision, shall be paid by Contractor. If Contractor delays the progress of the Project, it shall indemnify and hold Developer harmless from and against any loss, damage or expense (including attorneys fees and other cost of defense incurred by Developer in defending against any claims or in enforcing this indemnity and defense obligation) arising out of such delay. Any consent of Developer to the delayed finishing of the Work shall not be construed as a waiver of this undertaking.

8. FAMILIARITY WITH THE SITE. Contractor shall be responsible for inspecting the site, reading all of the Contract Documents, and comparing the Site with the plans and specifications. It is understood by the parties that Contractor is best able to evaluate the cost of the Work and that arriving at the Contract Price it has considered and assumed the risk that unforeseen conditions or events may be encountered causing additional difficulty and expense not anticipated at the time of execution of this Agreement. Contractor further represents that it is fully familiar with the requirements of every governmental authority having jurisdiction over the Work and is prepared to comply with all such requirements without additional compensation. No estimates or bids of Contractor preceeding this Agreement and no verbal agreement or conversation with any representative of Developer either before or after execution of this Agreement, shall affect or modify any of the terms or provisions contained in this Agreement or the Contract Documents.

9. SITE CONDITIONS AND LAYOUT OF WORK. Before commencement of the Work, Contractor shall verify at the Site the measurements indicated on the plans and specifications governing the Work and shall establish correctly the lines, levels and positions for the Work, and be responsible for their accuracy and proper correlation with control lines, monuments and data as established by survey. All work shall be erected square, plumb, level, true to line and grade and to the correct elevation, or sloped to drain, as indicated in the plans and specifications and shall be performed in strict and complete accord with this Agreement and the Contract Documents and all things indicated and implied therefrom. Specifications generally indicate the scope and quality of the Work but are not represented as being free from error or omission and Contractor

shall be responsible for confirming that the specifications for the Work are correct. Contractor shall immediately notify Developer if Contractor observes and error, omission, or inconsistency in the plans or specifications or any work required is not sufficiently detailed or explained on the plans and in the specifications and drawings. In no case shall Contractor proceed with the Work in uncertainty without Developer's consent. Any work called for in the specifications and not shown on the plans, or shown on the plans and not called for in the specifications, shall be furnished as if called for in both. Contractor shall furnish samples of materials before proceeding with the Work, and, if such materials are to be used in the Work, they shall be in strict accordance with the samples approved by Developer.

Contractor shall furnish all supplies, apparatus, appliances, equipment, machinery, fixtures, tools, implements and all other facilities and all labor and supervision, transportation, utilities, storage and services as and when required for the Work. All materials furnished and used in the Work shall be new and of the best and highest grade quality unless expressly indicated otherwise in the plans or specifications. Contractor shall pay all royalties and license fees and indemnify and hold Developer harmless from and against any claims, loss, damage or expense (including attorneys fees and other costs of defense incurred by Developer in defending against any claims or in enforcing this indemnity and defense obligation) on account of claims or suits of any kind for infringement of patents relating to methods or materials used in the Work.

Where any doubt exists as to ready availability of materials, Contractor shall order such materials upon executing this Agreement. Contractor will include in the Work the actual materials specified in the Contract Documents by brand, proprietary name or manufacturer's catalog number. All manufactured material shall be applied, installed, connected, cleaned and conditioned in accordance with the manufacturer's printed instructions unless specified to the contrary in the Contract Documents.

10. COMPLIANCE WITH LAWS. Contractor shall carefully check the drawings, plans and specifications for conformity with all local, state and federal laws, codes, rules and regulations (hereinafter collectively called "Law") before commencing the Work. Contractor shall give all notices and comply with all Laws bearing on the conduct of the Work including, by way of enumeration and not limitation, safety and health rules and regulations established by or pursuant to the federal Occupational Safety and Health Act of 1970 and Contractor at all times shall furnish to its agents and employees as a safe place of employment. If Contractor observes any violation of Law, it shall immediately report such violation to Developer in writing. All workmanship and materials shall conform to Law and, if the Contractor performs or permits the performance of any work not in compliance with Law, it shall immediately cause such work to be redone and shall bear all costs in connection therewith. The Work, as performed, shall meet with the approval of, and pass any inspections of, any governmental authority having jurisdiction thereof. If the Work is being constructed under specifications of the Federal Housing Administration or the Veterans Administration, the Work shall meet the requirements of these governmental agencies. No work shall be deemed complete until final inspection is made and approval is received from every governmental authority whose approval is required.

11. RELATIONSHIP TO OTHER WORK. Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall cooperate with Developer, and all other contractors, subcontractors, suppliers and materialmen employed at the Site, in order to avoid delays and disputes and to insure first class workmanship in every respect. Developer at its election, shall act as arbitrator in any dispute between such persons and the decision of Developer shall be final and binding upon the parties in dispute. Contractor shall employ only men whose work

will be acceptable to and in harmony with the other workmen on the job. Contractor shall cut and fit with Work to accommodate the work of others, whether or not such fitting is specifically shown on the drawings or specifications.

Contractor shall be responsible for coordinating the Work with the work of others and for ascertaining, at the time for commencement of the Work or during prosecution thereof, that any related work, services, utilities or materials are in proper place and without defect. If this should not be the case, contractor shall immediately notify Developer of this fact and failure to do so before commencing or proceeding with the Work shall result in Contractor being liable for any correction, repair and replacement of the Work required by any defect in or improper placement of, related work, services, utilities or materials. Contractor shall protect the work of others from damage as a result of its operations and should any damage occur, Contractor shall pay any costs required to repair such damage.

12. EMPLOYMENT OF LABOR. Contractor shall enforce strict discipline and good order among its employees and shall not employ in the Work any unfit person, or anyone not skilled in the work assigned to him or any person determined by Developer, in Developer's sole discretion, to be unsuitable for working on the Project. Contractor shall not employ any subcontractor to whom the Developer has a reasonable objection, nor shall Contractor be required to employ any subcontractor to whom he has a reasonable objection. Contractor assumes full responsibility for all work performed by his subcontractors. Contractor shall obtain from every subcontractor the written agreement of such subcontractor to abide by the terms of this Agreement and the Contract Documents so far as applicable to his work.

13. PROTECTION OF WORK. Contractor shall cover and protect the Work against loss or damage from any cause and be responsible for all parts of the Work, temporary or permanent, finished or not, until final completion. Contractor shall take reasonable precautions and maintain reasonable safeguards to protect against loss or damage to persons or property owing to weather conditions, and arising out of its activities at or about the Site including, without limiting thereto, bracing and reinforcing where necessary and providing for guards, locks, fences, signs, barricades, lights and such other warning and security devices where appropriate. Contractor shall bear and be liable for, and Developer shall not be responsible for, any loss or damage to the Work and any material, equipment or other thing employed in the Work or placed at the Site, including, but not limited to, loss or damage to theft, trespass or vandalism, prior to final completion of the Work.

14. TITLE TO THE WORK. Contractor shall not purchase, fabricate or cause to be delivered to the Site, or install materials, fixtures or equipment unless owned by Contractor free of any claims, liens or encumbrances. Immediately upon performance of any part of the Work, as between Contractor and Developer, title thereto shall be free of any claims, liens or encumbrances; provided, however, the vesting of such title shall not relieve Contractor of any of its responsibilities under Section 13 hereof or of any other obligations under this Agreement.

15. DELAY IN THE WORK. In the event Contractor is obstructed or delayed in commencement or prosecution of the Work because of conditions beyond its control, Contractor shall within 48 hours thereof, make any claim for extension of time in writing and Developer shall award and certify the amount of additional time to be allowed, if any.

Developer shall have the right to delay or suspend the commencement or prosecution of the whole or any part of the Work without additional compensation to Contractor for any reason and in such case Developer shall extend the time for completion of the Work for a period equal to that of the delay or suspension. Contractor in making this Agreement recognizes that from time to time delays will occur because of the necessity of Developer's coordinating

Contractor's work with the work of others or for other reasons and in no event shall Contractor make any claim or receive compensation for any damage Contractor may allege as having been caused by such delay.

Contractor shall not delay the Work by reason of the failure of Developer to make any payment, if such failure is due to a bona fide dispute as to whether or not such payment is due or the amount thereof.

16. **INSURANCE.** Contractor shall maintain and, until final completion and acceptance of the Work, keep in full force and effect the following insurance in a company or companies satisfactory to Developer:

(a) Workman's Compensation Insurance covering all workmen engaged in performance of the Work in amounts not less than minimum coverage required by law, including employer's liability coverage of not less than \$100,000;

(b) Liability insurance, including automobile liability and property damage insurance, providing coverage at least equivalent to a standard comprehensive general liability insurance policy and including, but not limited to, coverage for hazards of operations (including explosion, collapse and underground coverage), elevators, independent contractors, completed operations, personal injury liability and property damage liability, including broad form property damage coverage. Such policy or policies shall be maintained in minimum amounts of not less than \$300,000 for injury or death to any one person, \$500,000 for injury or death to more than one person in any one occurrence or accident, and \$100,000 for property damage, or in such greater amounts as may be reasonably required by Developer.

Any policy or insurance herein required shall contain a contractual liability endorsement covering indemnity and defense obligations of Contractor and such other coverage as may reasonably be required by Developer. Such policy will, among other things, make specific reference to this Agreement. Any policy obtained by Contractor insuring against loss by physical damage to any portion of the Work or to materials to be incorporated in the Work or covering Contractor's tools, supplies, machinery or equipment shall contain an endorsement providing that the insurer waives its right of subrogation against Developer and any other named insured. Nothing in this paragraph shall give or create in any third party any claim or right of action against Developer, except that which may exist irrespective of this paragraph.

The insurance required hereunder may be contained in one or more policies. Prior to commencement of any construction, Contractor shall furnish to Developer certificates or copies of policies showing that such insurance is in force and that the premiums due thereunder have been paid and that Developer (and the owner of the Site if other than Developer), the subcontractors of Contractor, and such other persons as Developer may direct are named as insured persons jointly with Developer in respect of any loss covered. Such certificates or policies shall provide that the insurance may not be cancelled, terminated or modified without fifteen (15) days advance written notice thereof to Developer. No policy shall contain any provisions for exclusion from liability other than provisions for exclusion forming a part of the standard basic unamended and unendorsed form of policy; provided, however, in no event shall any exclusion be permitted which conflicts with any coverage required by this Agreement.

In the event of any failure of Contractor to furnish and maintain insurance required hereunder Developer, at its option, and without waiving the default of Contractor, shall have the right to obtain such insurance for, and in the name of, Contractor. In such event Contractor shall pay the cost thereof upon demand and shall furnish all information required by the insurance carrier.

17. **INDEMNITY.** Contractor shall indemnify, defend and hold harmless Developer, and the owner of the Site if other than Developer, from and against any and all claims, loss, damage or expense (including attorneys fees and other costs of defense incurred by Developer, in defending against any claims or in enforcing this indemnity and defense obligation) arising out of or in

connection with the performance of the Work or any portion thereof or the failure to observe or comply with the provisions of this Agreement or the Contract Documents by Contractor or any subcontractor or independent contractor or any agent or employee of any such parties, and Contractor waives all claims against Developer, and the owner of the Site if other than Developer, for damage to property and injury to persons in or about the Site from any cause arising at any time.

18. BONDS. Upon request of Developer, Contractor shall obtain, prior to commencement of the Work or during prosecution of the Work, and thereafter maintain, a bond or bonds in amounts not less than the Contract price, insuring the faithful performance of this Agreement and payment of all obligations of Contractor hereunder, or guaranteeing payment in full of all claims for labor performed and materials supplied in performance of the Work, or both, in such form as Developer may prescribe and with sureties acceptable to Developer. The premium for any such bond shall be paid by Developer unless otherwise provided.

19. CONTRACTOR ON-SITE REPRESENTATION. Contractor is an independent Contractor and not an agent or employee of Developer, and he shall give his personal attention and supervision of the Work until completed. Contractor shall keep a competent person, such as a superintendent or general foreman, present at the Site and in charge of the Work at all times and such person shall be authorized to act for Contractor; the appointment of such person shall be subject to the prior written approval of the Developer, which approval shall not be unreasonably withheld.

20. TAXES. Any taxes imposed by any governmental entity upon the value of the labor or materials furnished by Contractor shall be paid by Contractor. Without limiting the generality of the foregoing, Contractor shall be liable for all personal property, sales, use and excise taxes on materials or equipment and any tax for labor measured by income or other means. Contractor shall also be responsible for the prompt payment of withholding taxes and contributions for unemployment, social security and other insurance covering his employees.

21. CORRECTION OF WORK. Contractor shall provide Developer and his authorized representative with access to inspect the Work whenever it is in preparation or progress at any time and from time to time. Contractor shall promptly remove from the Site all work determined as failing to conform to requirements, whether or not incorporated in the Work, shall uncover existing work as necessary to permit adequate inspection and shall promptly replace and re-execute the Work in accordance with the Contract Documents, all without additional compensation to Contractor or expense to Developer. Contractor shall bear the expense of satisfactorily removing, repairing or replacing the work of others destroyed or damaged by such removal and replacement. Developer's failure to inspect the Work or to reject any work which does not conform to the Contract Documents shall not relieve Contractor of his responsibilities to perform the Work in accordance with the Contract Documents.

22. GUARANTEE. In addition to any other guarantee expressly made by Contractor or implied by law, Contractor unconditionally guarantees the Work against defects in workmanship and materials for the benefit of Developer and its successors and assigns and Contractor shall indemnify, defend and hold Developer harmless from and against any claims, damage and expense (including attorneys fees and other costs of defense incurred by Developer in defending against any claims or in enforcing this indemnity and defense obligation) arising out of any defective condition. This guarantee shall specifically inure to the benefit of and be enforceable by any purchasers of any dwellings constructed or to be constructed within the Project and with respect to which the Work

applies. This guarantee shall commence upon completion of the Work and last for a period of one year or such longer period as may be provided for in the Contract Documents. In the event demand is made upon Contractor to perform under this guarantee, Contractor at his sole cost and expense shall expeditiously repair or replace any defective work, whether existing because of faulty workmanship, defective equipment or materials or from any other cause or repair or replace any damage to the work of others caused by such defective work. In the event Contractor shall fail to perform under this guarantee, the party entitled to performance shall have the right to hire other persons to correct the defective work and hold Contractor liable for the cost thereof including reasonable attorneys fees incurred in the enforcement of this provision.

Upon completion of the Work, and if requested by Developer, Contractor shall execute and deliver to Developer: (i) a separate guarantee of the Work containing in substance the provisions of this Section 22; and (ii) any guarantees specified in the plans, drawings and specifications. All such guarantees shall be separate written documents in a form satisfactory to Developer.

23. TERMINATION OF AGREEMENT BY DEVELOPER. In the event that conditions arise which in the opinion of Developer make it inadvisable for Contractor to continue the work, Developer may terminate this Agreement by fifteen (15) days written notice to Contractor.

Upon receipt of such notice, unless directed otherwise, Contractor shall immediately discontinue prosecution of the Work and the placing of orders for materials, equipment, machinery and supplies in connection therewith and shall, if requested, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to Developer. Thereafter Contractor shall do only such work as may be necessary to preserve and protect that portion of the Work which has been incorporated into the Project and to protect materials, supplies and equipment at or about the Site or in transit thereto. On the date set for termination, the obligations of the parties to continue performance under this Agreement shall cease and Contractor shall be entitled to receive: (i) compensation for the portion of the Work already performed with the Contract Price being prorated accordingly; (ii) payment for materials for which it has made firm contracts, provided the materials are delivered to Developer or the right thereto is assigned to Developer; and (iii) payment for any other bona fide obligations assumed by Contractor prior to receipt of notice of termination, which obligations cannot with all reasonable effort be cancelled, provided any benefits accruing from such obligations are assigned to Developer. Payment to Contractor shall be made in accordance with Section 3 hereof, with final payment being made only after expiration of the period allowed by law for the filing of any claims to enforce mechanics lien arising out of the Work.

Notwithstanding any other provision to the contrary, termination of this Agreement shall not prejudice any claim of either party arising prior to termination, or relieve either party from any liability arising prior to termination, nor shall it affect Contractor's guarantee of the portion of the Work performed or relieve Contractor of its duty to correct any defective work performed or to indemnify, defend and hold Builder harmless in those instances required by the Agreement.

24. ASSIGNMENT. No assignment of this Agreement or any portion thereof of any money due or which may become due hereunder shall be made without the prior written consent of Developer. In addition to constituting a default under this Agreement, any assignment or attempted assignment made in violation of this Section 24 shall be null and void and the assignee shall acquire no rights thereunder.

25. DEFAULT. In addition to any other remedies available under law: (i) if Contractor should fail or refuse, except in cases where extension of time is provided, to supply enough properly skilled workmen or proper materials for

the Work; or (ii) if Contractor should fail to make prompt payment to sub-contractors or for material or labor; or (iii) if Contractor should fail to keep and comply with any of the terms and provisions of this Agreement or the Contract Documents to be kept and complied with by Contractor; or (iv) if Contractor should be adjudged a bankrupt, file or suffer to be filed a petition for relief under the Bankruptcy Act, or make a general assignment for the benefit of creditors; or (v) if a receiver should be appointed on account of Contractor's insolvency; then, in any such event, Developer may, without prejudice to any other right or remedy and after giving Contractor and its surety, if any, three (3) days written notice, terminate its obligation to Contractor under this Agreement and take possession of the Site and all materials, tools and appliances thereon and complete the Work by whatever method Developer may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the amount which would be payable upon completion shall exceed the expense of completing the Work, including compensation for architectural, managerial and administrative services and a reasonable attorneys fee if legal counsel is employed, Contractor shall be reimbursed from such excess for any costs of labor and materials theretofore incurred and Contractor shall be reimbursed from such excess for any costs of labor and materials theretofore incurred and Contractor shall not be entitled to receive any other payments under this Agreement. If such expense shall exceed such unpaid balance Contractor shall pay the difference to Developer.

26. DISCLOSURE OF FINANCIAL INFORMATION. Permission is hereby granted by Contractor to any financial institution, materialmen, supplier or other individual to disclose to any representative of Developer Contractor's financial status, credit rating or other information relating to the manner of Contractor meeting his obligations. Upon request of Developer, Contractor shall execute any releases or authorizations required for this purpose.

27. OTHER AGREEMENTS. Should there now or hereafter exist one or more other Agreements between the parties, or with any affiliated corporation or company of either, concerning this or any other construction project, then a breach by Contractor under the terms of any such agreement, at the option of Developer, shall be considered a breach of this Agreement and all such agreements. In such event Developer or its affiliates may declare a default under any or all agreements so breached in accordance with their terms and may withhold money due or to become due under any such agreement and apply the same toward payment of any damages suffered.

28. CLEAN UP. Contractor shall at all times keep the Site free from the accumulation of waste materials or rubbish caused by its operations. Upon completion of the Work, and each portion thereof, Contractor, shall remove all rubbish and waste material produced by its operations hereunder from the Site as well as all of its tools, equipment, machinery and surplus materials no longer needed, and leave the Work or such portion in a "broom clean" or equivalent condition, unless otherwise specified. If Contractor fails to clean up, Developer may do so after written notice to Contractor and the cost thereof shall be charged to Contractor.

29. CALL BACK RESPONSIBILITY. In connection with the performance of the Work by the Contractor, the same does hereby agree that:

- (a) It will within forty-eight (48) hours from oral or written notice (Saturdays and Sundays excluded) correct any and all deficiencies in the Work.
- (b) The determination as to what constitutes a deficiency will be within the sole discretion of the Developer, which judgment shall be reasonably exercised.

(c) Failure of the Contractor to make timely performance hereunder shall constitute sufficient cause for the Developer to cause the correction of such deficiencies to be performed by others. Further the cost of such work shall be charged to the Contractor and such cost, plus a sum equal to fifteen percent (15%) thereof (which additional sum will represent an allowance for the administration by the Developer of such work) shall be charged against the account of the Contractor. In the event that the amount owing the Contractor under this Agreement at the time such work is performed by others is less than the sum charged against its account, the Contractor shall remit the difference to the Developer within five (5) days following request therefor.

(d) With respect to the payment or retention, anything herein to the contrary notwithstanding, no retention shall be paid to the Contractor so long as there are deficiencies in the Work which have not been corrected in accordance with the terms hereof.

30. AUTHORIZED PERSONS. THE PRESIDENT, OR ANY EXECUTIVE VICE PRESIDENT, OR ANY VICE PRESIDENT OF DEVELOPER SHALL BE THE ONLY PERSONS WITH AUTHORITY UNDER THIS AGREEMENT TO: (i) EXECUTE CHANGE ORDERS; (ii) ALLOW CONTRACTOR ADDITIONAL TIME FOR PERFORMANCE OF THE WORK; (iii) MODIFY, SUPPLEMENT OR TERMINATE THIS AGREEMENT; AND (iv) DO ANY OTHER ACT WHICH WAIVES ANY RIGHT OR PRIVILEGE OF DEVELOPER UNDER THIS AGREEMENT OR THE CONTRACT DOCUMENTS. ANY OF THE FOREGOING ACTS NOT PROPERLY AUTHORIZED SHALL NOT BE BINDING UPON DEVELOPER.

31. ENTIRE AGREEMENT. This Agreement, together with the Contract Documents which are incorporated herein by reference, constitute the entire agreement between the parties. Subject to the provisions of Section 4 relating to change orders, this Agreement cannot be amended or supplemented except by written instrument duly executed by both parties hereto.

32. SUCCESSORS AND ASSIGNS. Subject to the provisions of Section 24 relating to assignment, this Agreement shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns.

33. WAIVER. No consent or waiver, express or implied, by either party to this Agreement relating to any breach or default by the other in the performance of any obligation hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default by such party. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party.

34. NOTICE. Any notice provided for herein shall be in writing and deemed delivered when mailed prepaid, certified or registered mail, return receipt requested, to the address first shown herein for the respective party to whom notice is to be given or to such other address as may be designated by either party by written notice given pursuant hereto.

35. TIME. Time is of the essence of this Agreement and each provision herein contained.

36. WORDS AND HEADINGS. Words used herein shall include the plural as well as the singular. Words used in the masculine gender include the feminine and neuter. The section headings used herein are for convenience only and shall have no effect upon the construction or interpretation of any part of this document.

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

DEVELOPER

BY

Gary H. Wente

CONTRACTOR

BY

Richard E. McCarry
President, JOHN MARK
CONSTRUCTION, INC.

ATTACHMENT I TO Johnmark Construction, Inc. CONSTRUCTION AGREEMENT

Rider attached to and forming part of an Agreement dated March 12, 1980, by and between ADC FAIRWAYS CORP., and JOHNMARK CONSTRUCTION, INC., 10935 Indian Head Highway, Oxon Hill, Maryland 20022.

Contractor shall furnish all labor, material and equipment necessary to complete the Interior Rehabilitation Work in accordance with the Drawing and/or Specifications for the project known as Ivymount located in Annandale, Virginia.

All work performed under this Agreement shall conform with accepted good common practice, safety, state and local ordinances, FHA and VA regulations.

SPECIAL JOB CONDITIONS

1. The Scope of Work for the Ivymount project shall be attached to and made a part of this agreement and known as Attachment II.
2. The General Conditions for the project shall be attached to and made a part of this agreement and known as Attachment III.
3. The Contractor shall furnish the cost of specific items listed:
(Prices do not include local tax or delivery cost)

a. Kenmore 14.0 cu. ft. Refrigerator #60451	\$312.00
b. Kenmore Gas Range, C/C, Electric ignition, w/ Black Glass door #61881	285.00
c. Kenmore Dishwasher #7018	180.00
d. Kitchen light fixture, Sterling #4240	49.68
e. Dining Room Light Fixture, Thomas #SL8030	32.00
f. Hall Light Fixture, Thomas # M1560	18.00

4. Within 10 working days ADC Fairways Corp. reserves the right to increase or decrease the Scope of Work and the unit cost based on the cost of the items noted in paragraph 3 above.

5. The contractor shall have all salvage rights for interior unit items only.
6. The contractor shall not be responsible for any damage caused by any problem exterior to inside walls of units. (i.e., leaking plumbing pipes, roof leaks)

UNITS AFFECTED

Buildings Numbered: 4360, 4345, 4355 and 7753 (171 units)

EFFECTIVE DATES

The first 7 units shall be completed no later than April 18, 1980. Commencing April 18, 1980 through September 26, 1980 the contractor agrees to deliver a minimum of 7 completed and accepted units per week.

PAYMENT SCHEDULE

For the faithful performance and completion of the aforementioned work, the developer agrees to pay the contractor as follows:

Completed & accepted Unit	<u>Total</u> \$2,562.50
---------------------------	----------------------------

The above price includes all applicable State and Local Taxes.

Payment for additional work performed, that is outside the Scope of this Agreement will be made only with direction and approval of the Developer's Project Manager.

Billing to be once per week upon completion of the aforementioned work. All invoices must contain unit identification and be approved by the Project Manager. All approved billings must be in the main office by Friday noon for disbursement the following Friday.

ACCEPTED AND AGREED:

JOHNMARK CONSTRUCTION, INC.

By Richard E. McCarty

Title President

Date 19 March 1980

ADC FAIRWAYS CORP.

By Gary H. Warr

Title V.P. Const.

Date 3/19/80

ATTACHMENT II
Scope of Work

IVYMOUNT

- Bozo saw RCM.*
- ✓ 1. Kitchen Cabinets - All cabinets (wall and base) will be replaced with ~~Delta~~ Cabinets without hardware. Cabinets will be securely affixed to walls. Presently installed heat shields will be removed, cleaned and reinstalled on new cabinets where possible. *13/19/80*
 - ✓ 2. Counter Tops - Counter tops will be of Formica White Mist design. They shall be of post-form type including backsplash.
 - ✓ 3. Furnish and install one ~~Delta~~ Island Base Cabinet - 24" x 35" with roll side formica top with no backsplash. *Bozo saw*
 - ✗ 4. Sink and Faucet - Stainless steel sinks (22" x 25") with Delta 100 Faucets and necessary dishwasher vents will be installed with new disposal. All sink traps will be replaced with new sink traps where necessary.
 - ✓ 5. Refrigerators, Ranges and Dishwashers*- Remove existing refrigerators, gas ranges and dishwasher and replace with new Kenmore appliances as follows: *Bozo 3/19/80 RCM.*
 - (a) Kenmore #60451 - Refrigerator
 - (b) Kenmore #61881 - Gas Range - Clock and Timer
 - (c) Kenmore #7018 - Dishwasher - Fan Dry
 - ✓ 6. Kitchen Floor Covering-Furnish and install ~~masonite subflooring.~~ ~~Furnish and install new GAF - Soft Tread - #27645 - Ashley.~~ *The concrete floor shall be flash-patched and made ready for the floor covering. Bozo 3/19/80 RCM.*
 - ✓ 7. A 12" x 9' header will be built across top of opening from dining area to kitchen. *RCM*
 - ✓ 8. Bathroom Caulking - Remove old caulk at joint between tub and tile wall. Remove any existing caulk at base of tub and tile floor. Recaulk tub at both tile lines (floor and wall tile) with neat bead of white, non-setting compound.
 - ✓ 8.a. Furnish and install G. F. I. receptacle in all baths.
 - ✓ 9. Furnish and install one new Lawson Vanity Fair Surface Mount cabinet #LB-30 in bathroom. Furnish and install in second bath (powder room) one new Lawson Vanity Fair Surface Mount Cabinet #LB-18.
 - ✓ 10. Shower Heads - Replace shower head only where necessary.
 - ✓ 11. Replace all soap dishes and toothbrush/glass holders with new chrome soap dishes and toothbrush/glass holders.

- ✓ 12. Paint Removal (baths) - Paint will be removed from all accessories, tile, plumbing fixtures and floors of baths.
- ✓ 13. Interior Doors - Adjust and refit. Cut bottoms of doors as necessary to 1½" to clear carpeting. This applies to all interior doors.
- ✓ 14. Painting - Interior - Patch all cracks, nail holes, and other minor imperfections, sand off and make ready for painting. Shellac or size any spackled or patched areas to insure against discoloration in the finish paint. Wire brush and clean out registers before painting. All rooms, except kitchens and baths shall be painted with McCormick Vinyl Flat, (12 series), Shell White #13. Kitchens and baths will be painted with same color semi-gloss paint. Drop cloths will be used to protect bathroom floors from overspray fall-out or paint spills. All interior trim shall be painted with the same color paint as the walls, except it will be semi-gloss enamel.
- ✓ 15. Light Switch Cover Plates - replace switch cover plates in all baths with brushed chrome plates.
- ✓ 16. Dining Room Chandelier - Furnish and install Thomas #SL 8030.
- ✓ 17. Hall Light - Furnish and install Thomas #M 1560.
- ✓ 18. Kitchen Light - Furnish and install Sterling Fixture #FP 4240.
- ✓ 19. Hardware - All door hardware will be replaced with Kwikset (Tylo series - brass) (entrance, baths, closets, bedrooms, and mechanical rooms) except sliding patio doors which will be replaced with an identical or equal to present hardware. All locks will have two keys. Existing deadbolt will be recylindere. All locks will be keyed differently.
- ✓ 20. Smoke detectors - Install smoke detectors - one per unit. Detectors shall be listed and approved by Underwriters Laboratories and shall be battery operated. Detectors shall contain beeping mechanism to indicate weak battery. Furnish battery for each detector.
- ✓ 21. Removal of Shoe Mold. - Shoe mold will be removed prior to painting and in preparation of carpet installation.
- ✓ 22. Existing Kitchen Dividers - Louvered dividers and doors will be removed from between kitchen and dining area.
- ✓ 23. Final Clean-Up. - When the contractor has completed all of the foregoing work, each unit shall be left thoroughly cleaned. All fixtures in baths, appliances, and counters in kitchens and all shelves and other surfaces shall be cleaned and dusted. Ceramic tile walls and floors shall be cleaned. Floors in kitchens shall be mop cleaned. Wood floors shall be broom cleaned. Exterior of entry doors shall be cleaned. All windows and screens shall be free of dirt and paint inside and out. After carpet has been installed, it shall be vacuumed. Final cleaning of kitchen, baths, and counter tops shall be done after the owner gives notification of customer walk thru.

24. Pre-Punch -

- ✓ Test all electrical circuits
 - ✓ New washers and seats in tub and vanity faucets
 - ✓ New toilet seats
 - ✓ Removal of all blinds
 - ✓ Trash out
- ✓ 25. Furnish and install one new outlet behind refrigerator from existing kitchen circuit.
- ✓ 26. Furnish and install one door knocker
- ✓ 27. Reseal patio doors and make one stationery.

ATTACHMENT III

GENERAL CONDITIONS

1. The items as set forth in the Construction Agreement are to be the General Conditions.
2. Other items not specified, or that require reinforcing, are herein set forth and shall be considered a part of the General Conditions:
 - a. The Contractor shall provide to the Developer the name, address and phone number (business and emergency) of agents capable of acting on behalf of the Contractor. The list must be maintained currently and shall also include supplier and sub-contractor agent information.
 - b. All work performed by the Contractor shall be unconditionally guaranteed for a period of 120 days from the date following acceptance of each unit. The Contractor shall make good at his own cost and expense defects which may appear during the said one (1) year period, together with any and all damages to other work caused by the said defects or other repairs.
 - c. Safety Provisions:
 - i. The Contractor shall maintain an accurate record of, and will report to the Developer, in the manner and on the forms prescribed by law, all accidents resulting in death, traumatic injury, occupational disease, and/or damage to property, materials, supplies and equipment incidental to work performed under this Agreement.
 - ii. The Developer will notify the Contractor of any non-compliance with provisions of all applicable safety codes or laws and the action to be taken. The Contractor shall, after receipt of such notice, immediately correct any and all non-compliance. If the Contractor fails or refuses to comply promptly, the Developer may issue an order stopping all or part of the work until satisfactory corrective measures have been taken, no part of the time lost due to any such stop order shall be made the subject of a claim for extension of time or for excess costs or damages by the Contractor.
 - iii. During the performance of work under this Agreement, the Contractor shall comply with all procedures prescribed by the Developer for the control and safety of persons visiting the job site and will comply with such requirements of the County, State and Federal Government as set forth by the Department of Labor, Bureau of Labor Standards, Safety and Health regulations of construction, including the Occupational Safety and Health Act of 1970 (OSHA).
 - iv. No alcoholic beverages of any kind are to be consumed by the Contractor's employees while on the job site. The Contractor agrees to impose and strictly enforce a regulation to this effect and to inform employees that such a

regulation will be strictly enforced. Any employee found to have violated this regulation is to be immediately replaced. Any breach of this provision will be grounds for the immediate termination of this Agreement by the Developer.

- d. It shall be the Contractor's responsibility to review all plans and specifications to learn the general policies of the Developer, the scheduled pace of work and the general methods of operation. The Contractor shall plan his material and equipment deliveries and the volume of his manpower in order to coordinate all of his work with the Developer's schedule, policies and methods of operation.
- e. The Developer reserves the right to reduce the scope of this Agreement without notice or for any reason, except with respect to the units on which the Contractor has already commenced work.
- f. The Contractor shall be responsible for the unloading and distribution of materials used in his scope of work and herein referred to for the complete construction of the units identified herein. As the material is unloaded, the Developer and Contractor or their representatives will count and ascertain the quantity of material unloaded and stored. The Contractor will indemnify the Developer against misuse of the materials while stored. In order to minimize the risk of major loss of stored materials during normal non-working hours, the Developer will employ a security service to guard the storage area.
- g. Payment procedure shall be based on a monthly billing. Said billing shall consist of a Billing Summary with invoices attached. The Billing Summary will be submitted per project, with only invoices pertaining to that project. The invoices will be prepared in Job order with the inclusive building and unit indicated.
- h. The Contractor shall provide to the Developer a satisfactory copy of a Certificate of Insurance. The Certificate of Insurance must be kept current at all times.
- i. The Contractor will provide the Developer with a list of suppliers to be used on the job, and material being supplied. Contractor will also notify the Developer of any changes in suppliers.
- j. The Contractor will be responsible for obtaining all permits and fees that may be required to complete the job.

ATTACHMENT IV TO JOHN MARK CONSTRUCTION CONSTRUCTION AGREEMENT

This rider shall be attached to and forming part of the Original Agreement dated March 12, 1980, by and between ADC FAIRWAYS CORP. and JOHN MARK CONSTRUCTION, 10935 Indian Head Highway, Oxon Hill, Maryland 20022.

Without any other changing or altering the original agreement, the intent of this Attachment IV shall be to revise the original agreement as follows:

1. The appliance color will be Almond.
2. The gas range will be Kenmore #61581 (contipuous Clean oven, 234.⁰⁰ Electric Clock and Visi-Bake Oven Window Door).
3. The kitchen counter top will be Natural Almond, Wilsonart Brand D30-6 or equal.
4. The kitchen floor covering will be Armstrong Sundial number 66580.
5. The dishwasher and refrigerator will remain as originally designated except the color will be Almond.
Dishwasher #7018
Refrigerator #60451

ACCEPTED AND AGREED

JOHN MARK CONSTRUCTION

By John P. Adams

Title V. Pres.

Date 4/1/80

ADC FAIRWAYS CORP.

By Jeff W. Hunt

Title _____

Date April 1, 1980

D/W	180.00 207.00
Range	234.00
Ref.	312.00

ATTACHMENT V TO JOHN MARK CONSTRUCTION CONSTRUCTION AGREEMENT

This rider shall be attached to and forming part of the Original Agreement dated March 12, 1980, by and between ADC FAIRWAYS CORP. and JOHN MARK CONSTRUCTION, 10935 Indian Head Highway, Oxon Hill, Maryland 20022.

Without any other changing or altering the original agreement, and Attachments thereto, the intent of this Attachment V shall be to revise the original agreement as follows:

	<u>Old Price</u>	<u>New Price</u>	<u>Difference</u>
Kitchen Cabinets (1Br)	337.70	297.00	-40.70
Kitchen Cabinets (2 & 3 Br.)	370.42	378.73	+ 8.31
Range No. 61581	285.00	234.00	-51.00
Kitchen Flooring (Armstrong Sundial No. 66580)	3.85/yd.@7 yds 26.95	5.75/yd.@7 yds 40.25	+13.30
Enamel Paint	-0-	75.00	+75.00
Omit Patio Door Hardware	50.00	-0-	-50.00
Omit Masonite	82.00	-0-	-82.00

Old Price Per Unit - \$2,562.50

Contract Price Per Unit Per Attachments = \$2,435.41

ACCEPTED AND AGREED

JOHN MARK CONSTRUCTION

BY Richard E. McCarty

Title President

Date 16 April 1980

ADC FAIRWAYS CORP.

BY [Signature]

Title President

Date April 15, 1980

P-2
MB

MODIFICATION AGREEMENT

THIS AGREEMENT is made this 18th day of June, 1980, by and between JOHNMARK CONSTRUCTION, INC. (the "Contractor"), and ADC FAIRWAYS CORP., d/b/a Sparta Brook Homes of Virginia (the "Developer").

RECITALS

A. On March 10, 1980, the Developer accepted a Construction Agreement (the "Ivymount Contract") from the Contractor dated March 12, 1980, for certain work at Ivymount Court Condominium, Annandale, Fairfax County, Virginia ("Ivymount"). On September 20, 1979, the Developer accepted a Construction Agreement (the "Heritage Woods North Contract") from the Contractor dated September 19, 1980, for certain work at Heritage Woods North Condominium, Annandale, Fairfax County, Virginia ("Heritage Woods North").

B. The parties wish to resolve certain disputes between them and to modify both the Ivymount and Heritage Woods North Contracts, as heretofore modified, as more fully set forth below.

NOW THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration the receipt and sufficiency of which hereby are acknowledged, the parties agree as follows:

1. Completion of Prior Work. Commencing promptly after execution of the Agreement, the Contractor shall diligently pursue at its expense final completion of those ~~Heritage Woods North units set forth on Schedule A-1 hereto~~ and those Ivymount units set forth on Schedule A-¹~~2~~ hereto.

Each such schedule sets forth the nature and extent of the work to be performed by the Contractor with respect to the units listed ~~thereon~~ ^{thereon}. Notwithstanding Schedule A-1, Developer will repaint, at its expense.

2. Material Selections. The items listed on Schedule B hereto are approved by the Developer for use at Ivymount, with appropriate cost changes as indicated.

3. Kitchen Cabinets. The Developer shall make available for purchase by the Contractor, at the Developer's cost, approximately kitchen cabinets for use in connection with the Contractor's ongoing work at Ivymount.

4. Heritage Woods Back Charges. The Contractor shall bear the expense of completing ~~all units in~~ ^{all units in} Heritage Woods North, ~~as more particularly set forth in~~ ^{as more particularly set forth in}

~~Schedule A-3.~~ The Developer has heretofore contracted with other parties to have such work performed. Upon completion of such work, the Contractor shall be indebted to Developer the amount billed to the Developer for such work, ^{based on invoices} not to ^{or other} exceed \$7,100.00 ^{in the aggregate}. The indebtedness will be satisfied by ^{reasonable} payment, ^{evidence of} but setoff by the Developer against payments otherwise due the Contractor, in increments of \$3,000.00, commencing no sooner than August 12, 1980.

5. Reconciliation of Prior Billings and Advances;
Application. The Contractor has heretofore billed the Developer \$87,463.11 for 40 units (including extras) and Purchaser Orders in Heritage Woods North and \$54,577.16 for 19 units (including extras) and Purchase Orders in Ivymount. The Developer has heretofore advanced to the Contractor the sum of \$80,150.95. It is the Developer's position, which the Contractor disputes, that such advance constituted an advance and not payment of bills because of incomplete work

by the Contractor. Upon completion of the work described in Schedules A-1 ^{except painting.} ~~and A-2~~, the Developer agrees that such advance shall be deemed a payment on account, to be allocated among the two projects as the Developer, in its sole discretion, determines.

6. Payment for Existing Work; Lien Releases; Advance.

A. Within twenty-four (24) hours after execution of this Agreement by the Developer, the Developer will cause to be deposited with Real Title Company the sum of ~~\$61,889.32~~ ^{\$61,889.32} ~~\$61,889.32~~, to be disbursed by Real Title Company in accordance with Sections 6.C. of this Agreement.

B. Attached hereto as Schedule C is a list of the Contractor's major suppliers and subcontractors and the amounts owed by the Contractor to each as of May 10, 1980, on account of the work. As a material inducement to the Developer to enter into this Agreement, the Contractor warrants to the Developer the accuracy of Schedule C, and further warrants that there are no other suppliers or subcontractors who as of May 10, 1980, are owed in excess of \$1,000.00 on account of the work.

C. Real Title shall disburse ^{its} directly to each supplier and subcontractor listed on Schedule C the respective amounts shown thereon promptly upon receipt by Real Title of duly executed ~~current~~ ^{through May 10, 1980} lien releases and waivers/ ^{(in a form} reasonably acceptable to Real Title) from each such supplier or subcontractor. The balance of the amount set forth in paragraph 6.A. over the aggregate amount set forth in Schedule C shall be disbursed by Real Title to the Contractor promptly after payment to the suppliers and subcontractors.

7. Delivery Schedule; Future Units; Payment.

A. In consideration of the Developer hereby waiving any claims it may have for failure of the Contractor to timely deliver units pursuant to either Contract prior to the date hereof (the validity of which claims Contractor denies), ~~commencing on June 27, 1980~~ ^{commencing on July 3, 1980} ~~(2) weeks after this Agreement is~~ ~~ratified by the Developer~~, and continuing on each Friday thereafter, the Contractor shall deliver to the Developer at least seven (7) completed units in Ivymount per week until all Ivymount units have been delivered. Failure to comply with this provision is a material breach of this Agreement by the Contractor, except in the event of (1) natural disaster at the project, or (2) shortage of materials due to no fault of the Contractor provided that the Contractor offers affidavits from suppliers setting forth the cause of such shortage. Actual units to be delivered shall be in the sequence set

~~xxx but not before completion of the work set forth on Schedules~~
~~xxx and xxx~~

forth in the Assignment Group Schedules attached to the Contract, appropriately modified to reflect the increased delivery schedule provided for in the preceding sentence. Time is of the essence of this provision.

B. Units are to be presented for inspection by 12:00 Noon each Thursday. In accordance with the provisions of Section 7.C. of this Agreement, the Developer will pay into Real Title Company monies based upon units presented for inspection ^{by noon on} ~~each Thursday~~ ^{if} ~~whether or not~~ said units are

~~then inspected and whether or not inspected~~ ^{by Friday} ~~the~~ ^{accepted} ~~nevertheless~~, the Developer reserves the right,

payment for such units will be made nevertheless, but

R.C.M.
until the close ^{of business} ~~xxx~~ on the Tuesday following presentation of units for inspection, to inspect the units so presented and *(although payment will be made to Contractor for units rejected after close of business Friday)* accept or reject them, in accordance with the provisions of the Ivymount Contract and of this Agreement. This paragraph in no way impairs the Contractor's obligation to correct defects in units rejected by the Developer.

C. On or before the Friday next succeeding the delivery date of each group of Ivymount units, the Developer shall cause to be paid into Real Title the amount billed by the Contractor, pursuant to the Contract, for such units. Real Title shall disburse such sums directly to the Contractor upon receipt of lien releases and waivers satisfactory to Real Title from the Contractor and all suppliers and subcontractors who may be owed money in connection with the units for which payment is made.

D. Promptly after execution of this Agreement, the Contractor shall commence and diligently pursue completion of the two fire-damaged units in Heritage Woods North. The total price for all work necessary to complete such units/shall not exceed \$16,200.00. ^(i.e. total work costs for work done prior to and subsequent to this Agreement) Payment mechanism shall be in accordance with paragraphs B and C above.

8. Unit Approvals. A unit will not be deemed completed for acceptance unless approved by the Developer's President or a person specifically designated in writing by the Developer's President and made known to the Contractor's President. The

***the close of business*

****the close of business*

person so designated shall have full authority to approve units, revocable only by an instrument in writing delivered to Contractor's President. Approval of units will be given only upon full completion of work, and approval will not be arbitrarily or capriciously withheld.

9. This Agreement supercedes any inconsistent provision of the Heritage Woods North Contract and Ivymount Contract and their respective Contract Documents and all addenda and schedules thereto. Except to the extent modified hereby, the Contracts and Contract Documents, and all addenda and schedules thereto remain in full force and effect.

Contractor

JOHNMARK CONSTRUCTION, INC.

By: Richard E. McCarty
Richard E. McCarty,
President

Developer

ADC FAIRWAYS CORP.

By: Thomas F. Daly
Thomas F. Daly,
President

R.E.M.

13. adj. Entry door closer
 Repair molding at ceiling / slide doors
 Replace 15 patio screen on track
 attach phone plate & plug to wall - kitchen
 Range light ring loose ^{plug} at end of
 adj. fuse box to shut
 Bath: adj. door black
 Shower ~~turn~~ turn on handle leaks
 Re-caulk tub -
 screen (42" x 60") has hole @ bottom

Make screen door meet in center

34. Re-stroke left screen - patio door
 Tub - left ~~for~~ water turn on handle leaks
 Add kitchen light
 " core molding

35. Touch up or repair kick plate under ^{kitchen} cabinet base to repair
 Kitchen sink water pressure very low
 Tighten patio screens
 Clean caulking at laundry counter/wall
 install kitchen light
 install core molding
~~retake~~

36 ~~Install to light~~

~~core molding~~

Bath ceiling to be re-done to correct.

^{Bath #2} DFL box - functional - correct - provide proper HFI in Bath #1

fix Bath #2 window to slide

Bath #2 remove and replace

clean mold from ~~caulk~~ seam - recaulk

cut flange bolt on ^{down} toilet to allow cap to fit properly

37 Repair hardware front door

~~install light~~

~~to core in~~

repair - strong odor of gas in kitchen

Replace 3 squares of floor tile behind WC

Re-caulk ^{seam} tub - inferior workmanship

Remove paint from tub

Re-strut patio screen - loose

flash patch 1 tile in front of patio door

45 adjust Entry door to correct bottom scraping on sill

adj. closer to close door properly

clean lav. caulking

cut toilet flange bolts shorter to allow cap to fit

Replace bulb in ^{ce} walk-in closet to check for function

thru walk-in closet - adjust door to shut properly

46. Clean Bath #1 floor

Bath #1 cut front flange bolts to fit caps

Se #2 fit screen in window

Se #2

Adj. window to slide

Se #3 adj. door to prevent sticking

Bath #2 replace shower head

Tighten patio screen

47. K. smells of gas - find fault & correct

Bath #1

patch hole @ bottom inside door where old ^{door} stop was

48. adj. door closer (change back paper hanger)

B bath ^{bar} turn on handle leaks

A bath hot " " " "

41 Repair faulty pop hole pack - ^{exterior of} front door
replace R vacuum pack - old + has hole
install light
- Cove m.

Replace medicine cabinet - finish damaged
clean lavatory caulking
Bath #2 - clean tile

42. ~~install cabinet to front light~~
- Cove m.

shower head leaks - Hall Bath

replace disposal - rattle sink (Decker Change Back)

~~provide lav. closures~~ ^{Both} Baths

Toilet Runs - 2nd Bath

Mechanical room lock inoperable - fix

43 Tighten pack screening (door)

make pack screen doors close together

Replace disposal - Change back To Decker Paint
Hall Bath

Replace 1 3" piece of floor molding to R of Hamper

Install 2 shelves in Pantry

Replace range - dented

replace 2 floor tiles behind co

Tub Water turn on handles leak

Replace 1 pc tile at faucet

KITCHEN:

GENERAL PAINT:

FOYER:

Front Door ✓

Door Sill ✓

Knocker ✓

Hardware ✓

Closure ✓

Closet Doors ✓

Shelf ✓ Pole ✓

Light Switch: *N/A*

LIVING ROOM & DINING AREA: *T/u L/R/H wall*

Chandelier ✓

Vents ✓

Outlets-Covers ✓

Windows-Cleaned ✓

Tracks

Screens

Mullions

BALCONY & PATIO:

Door Latch ✓

Screen *Replace in track*

Latch *NA*

Sill

Deck

Outside Windows

Counter Tops *good*

Sink. ✓

Stopper ✓

Faucet ✓

6/4/80

KITCHEN CON'T:

Partly:

door

shelves *NA*

Range ✓

Refrigerator ✓

Dishwasher ✓

Vent ✓

New Outlet Covers ✓

Flooring - Installation *good*

Condition *1*

HALL:

Fuse Box ✓

Thermostat: Operable *N/O*

Smoke Alarm ✓

Light Fixtures ✓

Closet Doors ✓

Shelf *T/u & L/H - see extra*

MECHANICAL ROOM:

Cleaned: ☒
Light ☒
Door Hardware ☒
BATH:
Floor ☒
Sani-Base ☒
Exhaust Fan ☒
Mirrored Medicine Cabinet - New Condi
Stoddy installation of cabinet
Bulbs (4) ☒
Lavatory - Faucets ☒
Drain Stop ☒
Toilet - Functions *look at turn-on*
New Seat Received ☒
Knobs ☒
Tub ☒
Faucet ☒
Shower Head ☒
Stopper ☒
Ceramic Tile ☒
Caulking *Stoddy*
Towel Bar ☒
Shower Rod ☒

BEDROOM #1:

Screens ☒
Windows ☒ *see extra*
Closet Doors ☒ *tu @ top & frame*
Shelves ☒ Pole ☒
Light (walk-in) *N/A*
Vent ☒
Door - Function ☒
Hardware ☒
Outlet Covers ☒

Sparta Brook Homes of Virginia

Date

BEDROOM #2:

Screens ☒
Windows *will not lock*
Closet Doors ☒
Shelves ☒ Pole ☒
Light (walk-in) *N/A*
Vent ☒
Door - Function ☒
Hardware ☒
Outlet Covers ☒

BEDROOM #3:

Screens ☒
Windows ☒
Closet Doors ☒
Shelves ☒ Pole ☒
Light (walk-in) ☒
Vent ☒
Door - Function ☒
Hardware ☒
Outlet Covers ☒

Bath #2

*Shower head leaks
the ceiling & exterior & door*

EXT:

*Note: Remove old SCREENS
& materials from balcony*

Sub-Contractor

Date

• AUTHORIZED NONSTANDARD REPAIRS

WY MOUNT UNIT ADDRESS 4355

APT.#

CODE

I

CONTRACTOR.

Q. 7.

TOTAL COST

replace entry Dead Bolt	✓✓	20	00
repair 4 # drywall Liv. Hall	✓✓	7	80
repair (2) patio screen 42" x 8' 78.00	✓✓	78	00
Painted Nick. In. Door.	✓✓	12	00
Remove Green Paint from Patio Block	✓✓	10	00
remove 40 # Wall paper Bath #1	✓✓	20	00
replace (2) Toilet Hooks Bath #1	✓✓	3	57
replace window sill Bed #1 ^{Needs Caulking underneath}	✓✓	20	00
repair (2) screen Bed #1 16" x 60"	✓✓	70	00
replace (2) Toilet Hooks Bath #2	✓✓	3	57
repair 4 # drywall right side Bed #1 window	✓✓	7	00
repair screen Bed #2 42" x 60"	✓✓	39	00
replace (1) window glass Bed #3 Note Down OK door	✓✓	75	00
repair (1) window Bed #4 42" x 60"	✓✓	27	00
repair Hall Closet shelf (1) T/Wall	✓✓	10	00
repair 16 # floor stops 11 # T/Wall	✓✓	7	70
remove debris with 2 beds Bed #1	✓✓	10	00

5/12/10

OWNER *J. Gibson*

CONTRACTOR

97.6

DATE 3/10/80 TOTAL

429 75

GENERAL PAINT:

fair

FOYER:

Front Door ☒Door Sill ☒Knocker ☒Hardware ☒Closure ☒Closet Doors ☒ *interior 5/8" 6" from baseboard - 7/8"*Shelf ☒Pole ☒*with plate*Light Switch ☒

LIVING ROOM & DINING AREA:

Chandelier ☒Vents ☒Outlets-Covers ☒Windows-Cleaned ☒Tracks ☒Screens *see extras - off track*Mullions *N/A*

BALCONY & PATIO:

Door Latch ☒Screen Door ☒Latch ☒Sill ☒Deck ☒Outside Windows ☒

KITCHEN:

new
*Tile chandelier + heads above cabinets**Replace sink trap - punch*Counter Tops ☒Sink ☒Stopper ☒Faucet *C. Water very low pressure**6/4/80 JCL*

KITCHEN CONT:

clean bugs from lights

Pantry:

door *N/A*shelves *N/A*Range ☒Refrigerator ☒Dishwasher ☒Vent ☒New Outlet Covers ☒Flooring - Installation *9d edge P.R.*Condition *71*

HALL:

Fuse Box ✓

Thermostat Operable ✓

Smoke Alarm ✓

Light Fixtures ✓

Closet Doors *off completely*

Shelf ✓

*The wall above to Horn shelf / stain kill
Re paint ceiling of closet - see exterior bid*

MECHANICAL ROOM:

Cleaned ✓

Light ✓

Door Hardware ✓

BATH: *TP under TP holder*

Floor ✓

Sani-Base ✓

Exhaust Fan ✓

Mirrored Medicine Cabinet - New Condition

clean caulking material from left edge top

Bulbs (4) ✓

Lavatory - Faucets ✓

Drain Stop ✓

Toilet - Functions ✓

New Seat Received ✓

Knobs ✓

Tub ✓

Faucet ✓

Shower Head *tighten - leaks*

Stopper ✓

Ceramic Tile ✓

Caulking *very sloppy*

Towel Bar ✓

Shower Rod ✓

EXTRA

BEDROOM #2 Tu R wall

Screens

Windows

Chow frame to walls

Closet Doors

Shelves

Pole

Light (walk-in)

Vent

Door - Function

Hardware

Outlet Covers

BEDROOM #1

Tu wall @ left of entry

Screens

near board (SXL)

Windows

Closet Doors

Shelves

Pole

Light (walk-in)

Vent

Door - Function

Hardware

Outlet Covers

BEDROOM #3:

Screens

Windows

Closet Doors

Shelves

Pole

Light (walk-in)

Vent

Door - Function

Hardware

Outlet Covers

Bath #2 - Tu far wall & under
door + 6 holden
poor SFI installation

Sparta Brook Homes of Virginia

Sub-Contractor

Date

Date

1963

五

Note: overspray on Buck
no Power

GENERAL PAINT:

poor

Take baseboards thru - out

FOYER:

Front Door ☒

Door Sill cracked

Knocker ☒

Hardware ☒

Closure does not

Closet Doors adj. strike plate

Shelf Pole 7 1/2 behind

Light Switch ☒

LIVING ROOM & DINING AREA: repaint R wall

Chandelier ☒

Vents re-paint

Outlets-Covers ☒

~~Windows Cleaned~~

~~Tracks~~

~~Screens~~

~~Mulch~~

BALCONY & PATIO:

Door Latch ☒

Screen Door ☒

Latch ☒

Sill ☒

Deck ☒

Outside Windows stationary panel @ left
needs adjusting to close space

KITCHEN:

Counter Tops ☒

Sink ☒

Stopper ☒

Faucet ☒ disp. oil

30-14 6/4

KITCHEN CON'T:

Pantry:

~~door~~

shelves ☒ (2)

Range ☒

Refrigerator ☒

Dishwasher ☒ NO POWER see Dishes

Vent ☒

spddy 7 1/2 under small outlet

New Outlet Covers ☒

Flooring - Installation ☒

Condition ☒

HALL:

Fuse Box ☒

Thermostat: Operable ☒

Smoke Alarm ☒

Light Fixtures ☒

lower
Closet Doors ☒

Shelf 7 1/2

MECHANICAL ROOM:

Cleaned ✓

Light ✓

Door Hardware ✓

BATH:

Floor ✓

Sani-Bape ✓

Heat Exhaust Fan ✓

Mirrored Medicine Cabinet - New Condi ✓

Bulbs (4) ✓

Lavatory - Faucets *aerator sprays* ✓

Drain Stop. ✓

Toilet - Functions ✓

New Seat Received ✓

Knobs ✓

Tub ✓

Faucet ✓

Shower Head ✓

Stopper ✓

Ceramic Tile ✓

Caulking ✓

Towel Bar ✓

Shower Rod ✓

BEDROOM #1:

Screens ☒

Windows

Closet Doors ☒

Shelves ☒

Pole ☒

Light (walk-in) N/A

Vent ☒

Door - Function

Hardware ☒

Outlet Covers

BEDROOM #2:

Screens

Windows

Closet Doors

Shelves

Pole

Light (walk-in)

Vent

Door - Function

Hardware

Outlet Covers

BEDROOM #3:

Screens

Windows

Closet Doors

Shelves

Pole

Light (walk-in)

Vent

Door - Function

Hardware

Outlet Covers

Sparta Brook Homes of Virginia

Date

EXTR

note

boards

bottom

in

single

det

Sub-Contractor

Date

11/11/11

- 50.00

234.72

GENERAL PAINT:

FOYER:

Front Door ☒

Door Sill ☒

Knocker ☒

Hardware ☒

Closure ☒

Closet Doors out in track - off

Shelf Re-paint Pole ☒

Light Switch ☒

LIVING ROOM & DINING AREA: Repair ceiling

Chandelier ☒

Vents Re-paint vents & return grill - Rusty

Outlets-Covers 2 painted over -

Windows-Cleaned ☒

Tracks ☒

Screens off tracks

Mullions

BALCONY & PATIO: ↑

Door Latch non functional

Screen Door

Latch

Sill

Deck

Outside Windows

KITCHEN:

Counter Tops ☒

Sink ☒

Stopper ☒

Faucet ☒

55-15 4/0/80

KITCHEN CONT:

Partly:

door

shelves

Range ☒

Refrigerator ☒

Dishwasher no power source?

Vent ☒

New Outlet Covers ☒

Flooring - Installation ☒

Condition good

HALL:

Fuse Box needs 2 fuses (155)

Thermostat: Operable ☒

Smoke Alarm ☒

Light Fixtures ☒

Closet Doors T/W @ bottom

Shelf 1 coming out in wall - re-attach
walk in closet: re-attach staining to light

MEECHANICAL ROOM:

Cleaned ✓

Light *out*

Door Hardware *pulling off*

BATH:

Floor ✓

Seat Base

Heat
Exhaust Fan ✓

Mirrored Medicine Cabinet - New Condit

Bulbs (4)

Lavatory - Faucets ✓ *tap dirty*

Drain Stop ✓

Toilet - Functions

New Seat Received ✓

Knobs ✓

Tub ✓

Faucet ✓

Shower Head ✓ *to wall*

Stopper ✓

Ceramic Tile *grout dirty*

Caulking *very poor & dirty @ lip*

Towel Bar ✓ *not caulked @ floor*

Shower Rod ✓

BEDROOM #1:

EXTR.

Screens ☒

Windows ☒ *dirty*

Closet Doors ☒

Shelves ☒

Pole ☒

Light (walk-in) ☒

Vent ☒ *Re-paint*

Door - Function *adj. strike plate*

Hardware ☒

Outlet Covers ☒

BEDROOM #2:

Screens ☒

Windows ☒ *dirty*

Closet Doors ☒

Shelves ☒

Pole ☒

Light (walk-in) *N/A*

Vent ☒

Door - Function ☒

Hardware ☒

Outlet Covers ☒

BEDROOM #3:

Screens ☒

Windows ☒

Closet Doors ☒

Shelves ☒

Pole ☒

Light (walk-in) ☒

Vent ☒

Door - Function ☒

Hardware ☒

Outlet Covers ☒

Sparta Brook Homes of Virginia

Sub-Contractor

Date

Date

UNIT ADDRESS 4355 APT. # 5 CODE
 GROUP # I CONTRACTOR J. M. TOTAL COST

Install (7) door stops	X	5 only	✓	7	90
Repair entry door	X		✓	22	00
Rescreen Patches (2) screens	X	42" x 5' (1 only)	✓	78	00
Replace (10) fuses	X	2 missing	✓	11	00
Replace (4) Toilet knobs	X	(2 on 1)	✓	7	15
Reset Bed #1 Closet fixture	X	spackle ground base	✓	3	00
Rescreen (1) Bed #1	X	42" x 60"	✓	27	00
T/S 10' Bath Ceiling	X		✓	17	50
Reset Molding over Birch Wall	X		✓	10	00

1/11/50
 1/25/50
 1/25/50

OWNER J. L. L. L. CONTRACTOR J. M. DATE 3/17/50 TOTAL 183 35

NOTE - NO Power

AUTHORIZED NONSTANDARD REPAIRS

TOTAL COST[illegible]

Note - surveying on Birch

GENERAL PAINT:

BOYER: Repaint for wall

Front Door ☒

Door Sill ☒

Knocker ☒

Hardware ☒

Closure ☒ Slam door shut - adjust

Closet Doors ☒ T/Lu Right edge

Shelfs ☒ Pole

Light Switch ☒

LIVING ROOM & DINING AREA: Repaint left wall

Chandelier ☒

Plants Repaint vent at left & kitchen

Outlets-Covers ☒

Windows-Cleaned ☒

Tracks ☒

Screens ☒

Mullions ☒

BALCONY & PATIO:

Door Latch does not

Screen Door ☒

Latch ☒

Sill ☒

Deck ☒

Outside Windows ☒

KITCHEN:

Cabinet - Box chipped @ edge

disp. OK

Counter Tops ☒

Sink ☒

Stopper ☒

Faucet ☒

5/7/80 6P/80

KITCHEN CON'T:

Pantry:

door W/A

shelves W/A

Range ☒

Refrigerator set in space

Dishwasher ☒

Vent Acce & repaint

New Outlet Covers ☒

Flooring - Installation ☒

Condition ☒

HALL:

Fuse Box ☒

Thermostat: Operable ☒

Smoke Alarm ☒

Light Fixtures ☒

Living room
Closet Doors T/Lu edge visible & frame

Shelfs ☒ Pole

MECHANICAL ROOM:

Cleaned ☒

Light ☒

Door Hardware ☒

BATH: *T/U above hamper & towel bar*

Floor *crack in ceiling above lavatory*

Sani-Base ☒

Exhaust Fan ☒

Mirrored Medicine Cabinet - New Condition ☒

Bulbs (4) ☒

Lavatory - Faucets ☒

Drain Stop ☒

Toilet - Functions *does not*

New Seat Received ☒

Knobs ☒

Tub ☒

Faucet ☒

Shower Head ☒

Stopper ☒

Ceramic Tile *dirty - needs re-grouting*

Caulking *Sloppy - no riv @ floor*

Towel Bar ☒

Shower Rod ☒

BEDROOM #1:

Screens ☒

Windows ☒

Closet Doors ☒

Shelves ☒ Pole ☒

Light (walk-in) *N/A*

Vent ☒

Door - Function ☒

Hardware ☒

Outlet Covers ☒

BEDROOM #2: *light switch plate needs 1 screw*
Repair & wall

Screens ☒

Windows ☒

Closet Doors ☒

Shelves ☒ Pole ☒

Light (walk-in) *N/A*

Vent ☒

Door - Function ☒

Hardware ☒

Outlet Covers ☒

BEDROOM #3:

Screens ☒

Windows ☒

Closet Doors ☒

Shelves ☒ Pole ☒

Light (walk-in) ☒

Vent ☒

Door - Function ☒

Hardware ☒

Outlet Covers ☒

Sparta Brook Homes of Virginia

Date

Sub-Contractor

Date

AUT SIZED NONSTANDARD REPAIRS

Unit UNIT ADDRESS 4355 APT.# 17 CODE _____
CONTRACTOR J. M. TOTAL COST _____

Patch 14 holes entry door ^{one is down the side} _{pop handle} ✓	25	00
screen (2) entry screen 42" x 8' ✓ ✓	78	00
replace (7) door stops 5 only 1.10 ea ✓	55	70
replace (1) screen 42" x 60" Bed #1 ✓ ✓	35	00
replace hardware Bed #1 Closet ✓ ✓	12	50
replace (1) screen 42" x 60" Bed #2 ✓ ✓	35	00
replace (4) toilet knobs they old? ✓	7	15

SCHEDULE B

1. Chrome cover plates in Kitchen: Addition of three (3) per Kitchen is approved. Cost increase of \$5.38 per unit, approved.
2. Cove molding in Kitchen: Almond color (15 feet per kitchen) is approved. Cost increase: none. Developer will buy Contractor's six boxes of white molding at \$27.00 per box = \$162.00 and will pay Contractor cost of changing 20 units from white to almond at \$20.00 per unit = \$400.00.
3. Medicine Cabinet: 28 inch and 36 inch cabinets are approved. Cost increase of \$6.00 per cabinet is approved. Developer will pay cost of cartage to return 30 inch and 18 inch cabinets to manufacturer.
4. Cabinet Scribe Molding: To be used only where cabinet does not meet wall.
5. Kitchen Stove Installation: Per original contract. No cost increase.
6. Fuse Box: Per original contract. Must comply with local ordinances. No cost increases.
7. Extras List: List attached hereto is approved.
8. Kitchen Light: P7136 (Progress) 25" x 12" x 3½" Two 20W Butcher Block Modular Fluorescent Fixture is approved. Cost increase of \$16.47 is approved.

R. E. M.

Schedule C

No releases

Evans Cabinet Corp.

DUE
10 MAY 80 - 14,708.00

Duron Paints

754.00

Trico, Brall & Sharp Co.

1,474.00

Fairfax Lumber

5,144.00

Hardware Center

8,275.00

San Engorn

687.00

Tribble

2,500.00

Burgess Lighting

3,135.00

Electrician

3,000.00

Sita Tile

560.00

\$40,237.00

Remaining

North Davis - Friday to Sat.

Extras List
SPARTA BROOK HOMES

JOHNMARK CONSTRUCTION - AUTHORIZED EXTRAS

FINAL FORM - 3/21/80

A. BATHS

1. CERAMIC TILE

- | | |
|--|---------|
| a. Replace missing or cracked tile 1/2 sq. ft. or less | \$ 5.50 |
| b. Over 1/2 sq. ft. - per sq. ft. | 5.75 |

2. EXHAUST FANS

- | | |
|----------------------|-------|
| a. Install new motor | 25.00 |
| b. Install new cover | 11.00 |

3. ACCESSORIES

- | | |
|---|-------|
| a. Replace ceramic towel bar - per set | 19.25 |
| b. Replace soap dish or toothbrush holder | 10.45 |
| c. Replace bracket sides of towel bar | 8.80 |
| d. Replace faucet in basin - complete | 51.70 |
| e. Replace wall hung basin | 66.00 |
| f. Replace tub faucet set | 71.50 |
| g. Replace shower head and gooseneck | 35.75 |
| h. Replace paper holder with comparable unit (Toilet) | 8.80 |
| i. Repair pop-up in tub | 11.50 |
| j. Replace pop-up in tub | 16.50 |
| k. Repair pop-up in basin | 6.60 |
| l. Replace pop-up in basin | 11.00 |
| m. Replace shower rod | 15.00 |
| n. Replace H/W or C/W stop | 14.30 |
| o. Install water supply line | 11.00 |
| p. Install new trap on basin | 14.30 |
| q. Replace seats and washers - per set | 10.45 |
| r. Repack stems - per set | 6.05 |
| s. Replace stem in basin - each | 20.35 |
| t. Replace stem in tub - each | 21.45 |
| u. Remove and patch towel bar | 5.50 |
| v. Replace tub stopper | 6.60 |
| w. Replace spindle toilet paper holder | 2.20 |
| x. Toilet caps (4) | 7.15 |

A. BATHS (Continued)**4. WATER CLOSET**

a. Replace ballcock (toilet mech.)	13.75
b. Replace flapper	13.20
c. Replace commode top (1/2) and tank lid	52.80
d. Replace commode bottom (1/2)	104.50
e. Replace tank lid	16.50
f. Replace supply line to commode	11.00

B. KITCHENS**1. REFRIGERATORS**

Replace with comparable unit.

2. GARBAGE DISPOSAL

a. Replace with comparable unit	83.60
b. Replace tail piece	11.00
c. Replace trap	14.30
d. Replace stopper	6.33
e. Replace rubber strainer gasket - splash guard	7.70
f. Replace adjustable waste bend	22.00
g. Replace top gasket	8.80
h. Install extension	11.00

3. KITCHEN EXHAUST FANS

Install new motor and blade and cover	71.50
---------------------------------------	-------

4. ACCESSORIES

a. Replace cabinet handles	1.10
b. Replace broiler pan	19.80
c. Replace knobs for stove - each	3.30
d. Replace burner covers - each	11.00

B. KITCHENS (Continued)**5. MISCELLANEOUS**

a. Remove old kitchen tile - per sq. ft.	.66
b. Replace kitchen sub floor - per sq. ft.	2.64
c. Replace parquet (sub) floor with $\frac{1}{2}$ " plywood per sq.ft.	2.64
d. Remove contact paper - per sq. ft. (removal only)	.22
e. Repair floor under kitchen sink	13.20
f. Install Masonite - per sq. ft.	1.32

C. DOORS**1. MAIN ENTRANCE DOOR TO DWELLING**

Replace door with comparable fire door (metal)	213.95
--	--------

2. FURNACE ROOM

Replace with comparable fire rated metal door - per door	213.95
--	--------

3. BALCONIES & PATIO DOOR

a. Remove old dead bolt and patch hole	13.20
b. Refit patio entry door	13.20
c. Rescreen patio door	27.50

4. INTERIOR DOORS

a. Reglue delaminated door - per panel	8.80
b. Patch entry door	3.30
c. Refit entry door	24.20
d. Replace 2/6 door (entry door - bedroom - bi-pass)	29.48
e. Replace 3/0 door	31.35
f. Reglue and refit door	22.00

C. DOORS (Continued)4. Interior doors (Continued)

g. Repair door		11.00
h. Replace back sink cabinet		12.50
i. Replace access panel		11.00
j. Replace entire trim - per piece	\$8.25	16.50
k. Refit mechanical room vent		5.50
l. Refit door jamb - refit doors		13.20
m. Replace wood jamb - per piece		13.20
n. Replace keeper		3.30
o. Replace Bi-Fold		
1. 2/0		42.00
2. 2/6		46.00
3. 3/0 - Hall closet		50.00
4. 4/0		88.00
5. 5/0		94.00
p. Track & Hardware only for:		
1. 2/0		11.00
2. 2/6 - bedroom - bi-pass		12.50
3. 3/0 - Hall closet		12.50
4. 4/0 - Bedroom closet		19.80
5. 5/0 - Closet - bedroom		24.00
6. 6/0 - Den closet		24.00
q. Replace pivot only		5.50
r. Remail sub flooring		16.50

D. DRYWALL

1. Repair (plug) holes less than one sq. ft.	1.75
2. Replace areas greater than one sq. ft. - per sq. ft.	1.75
3. Replace 4' x 8' x 1/2" sheet	32.50
4. Skin coat - per sq. ft.	.50
5. Stain kill - per sq. ft.	.50
6. Tape and spackle cracks - per linear ft.	1.75
7. Remove and patch clothes line	5.50
8. 2nd coat of paint throughout	253.00

E. WINDOWS - GLASS

1. 16 x 60	38.00
2. 42 x 60	35.00
3. patio Door reglaze	158.00

SCREENS

1. 16 x 60	18.00
2. 42 x 60	27.00
3. Patio Door	39.00

F. REGISTERS

1. Replace supply register	10.45
2. Replace return air register	19.80
3. Reframe return air register	22.00

G. WEATHER STRIPPING

1. Replace spring - bronze weather stripping to:	
a. Wood jamb - complete	22.00
b. One side only	11.00

H. ELECTRICAL

1. Replace light switch	4.50
2. Replace receptacle - outlet	4.50
3. Replace plate	1.65
4. Replace telephone plate	1.65
5. Replace closet light fixture	12.00

I. THRESHOLD

Replace threshold	18.15
-------------------	-------


J. LIGHT FIXTURES

1. Replace kitchen light fixtures with comparable unit	40.00
2. Replace globe only (Kitchen)	19.80
3. Foyer light - Phase I type	27.50
4. Foyer light - Phase II type	27.50

K. MISCELLANEOUS

1. Paint over dark colors - per sq. ft.	.15
2. Paint over enamel with flat - per sq. ft.	.15
3. Handle for shut off	1.65
4. Replace 1/4 shoe mold - quarter round	1.32
5. Replace baseboard - per sq. ft.	.83
6. Floor guide	1.65
7. Light bulbs	1.10
8. Reglaze windows	6.60

AOC Schedule B

P-2 A for rd


SCOPE OF WORK IN QUESTION AT IVY MOUNT

1. KITCHEN LIGHT: To remain as per contract. .
2. CHROME COVER PLATES IN KITCHEN: Amend contract to provide three per kitchen. .
3. CABINET SCRIBE MOLDING: A part of normal cabinet installation.
4. COVE MOLDING IN KITCHEN: Almond color is Developer's selection. 15' per kitchen.
5. KITCHEN STOVE INSTALLATION: Appliance electrical needs have not changed from original contract.
6. FUSE BOX: Contractor is responsible for all work complying with code requirements.
7. MEDICINE CABINET: To conform with original contract.
8. EXTRAS LIST: To be approved in writing by Tom Dillon in lieu of verbal approval. Contractor will receive copy of approved lists.

REAL TITLE COMPANY, INC.

HERBERT N. MORGAN,
President

3949 University Drive
Fairfax, Virginia 22030
Tel. (703) 691-0050

December 3, 1981

Michael A. Mays, Esquire
3251 Old Lee Highway
Suite 400
Fairfax, Virginia 22030

Re: Johnmark Construction, Inc.

Dear Mr. Mays:

At your request, enclosed is a rundown of the disbursements of the \$61,889.32:

Evans Cabinet Corp.	\$14,708.00
Duron Paints	754.00
Fries, Beall & Sharp Co.	1,474.00
Fairfax Lumber	5,144.00
Hardware Center	9,329.95
Sam Engorn Hardware	687.00
Tribles	3,712.51
Burgess Lighting	3,135.00
B.T. Electrical	3,000.00
Sita Tile	560.00
Johnmark Construction, Inc.	19,384.86

All of the above checks were dated June 20, 1980.

Enclosed also are copies of the waivers and release of liens for each of the checks.

Very truly yours,

Richard W. Klein, Jr. (cp)

Richard W. Klein, Jr.
Vice President

RWK:cp

1086


REPRESENTING

Lawyers Title Insurance Corporation, Richmond, Virginia

RECEIVED
DEC 4 1981

LAW OFFICES
Weiner, Weiner & Weiner, P.C.

2-3

P-4 id,


IVYMOUNT

7 units under
5TH FIFTH FRIDAY

Dependent upon kitchen cabinet
availability

1. Kitchen Cabinets - All cabinets (wall and base) will be replaced with Delar Cabinets without hardware. Cabinets will be securely affixed to walls. Presently installed heat shields will be removed, cleaned and reinstalled on new cabinets where possible.
2. Counter Tops - Counter tops will be of Formica White Mist design. They shall be of post-form type including backsplash.
3. Furnish and install one Delar Island Base Cabinet - 24" x 35" with roll side formica top with no backsplash.
4. Sink and Faucet - Stainless steel sinks (22" x 25") with Delta 100 Faucets and necessary dishwasher vents will be installed with new disposal. All sink traps will be replaced with new sink traps where necessary.
5. Refrigerators, Ranges and Dishwashers*- Remove existing refrigerators, gas ranges and dishwasher and replace with new Kenmore appliances as follows:
 - (a) Kenmore #69451 - Refrigerator
 - (b) Kenmore #61881 - Gas Range - Clock and Timer
 - (c) Kenmore #7018 - Dishwasher - Fan Dry

~~*In apartments now not equipped with a dishwasher, they will remain without a dishwasher.~~

6. ^{Kitchen} Floor Covering - Furnish and install masonite subflooring. Furnish and install new GAF - Soft Tread - #27645 - Ashley.
7. A 12" x 9' header will be built across top of opening from dining area to kitchen.
8. Bathroom Caulking - Remove old caulk at joint between tub and tile wall. Remove any existing caulk at base of tub and tile floor. Recaulk tub at both tile lines (floor and wall tile) with neat bead of white, non-setting compound.
- 8.a. Furnish and install G. F. I. receptacle in all baths.
9. Furnish and install one new Lawson Vanity Fair Surface Mount cabinet #LB-30 in bathroom. Furnish and install in second bath (powder room) one new Lawson Vanity Fair Surface Mount Cabinet #LB-18.
10. Shower Heads - Replace shower head only where necessary.
11. Replace all soap dishes and toothbrush/glass holders with new chrome soap dishes and toothbrush/glass holders.

12. Paint Removal (baths) - Paint will be removed from all accessories, tile, plumbing fixtures and floors of baths.
13. Interior Doors - Adjust and refit. Cut bottoms of doors as necessary to 1½" to clear carpeting. This applies to all interior doors.
14. Painting - Interior - Patch all cracks, nail holes, and other minor imperfections, sand off and make ready for painting. Shellac or size any spackled or patched areas to insure against discoloration in the finish paint. Wire brush and clean out registers before painting. All rooms, except kitchens and baths shall be painted with McCormick Vinyl Flat, (12 series), Shell White #13. Kitchens and baths will be painted with same color semi-gloss paint. Drop cloths will be used to protect bathroom floors from overspray fall-out or paint spills.
15. Light Switch Cover Plates - replace switch cover plates in all baths with brushed chrome plates.
16. Dining Room Chandelier - Furnish and install Thomas #SL 8030. 30
17. Hall Light - Furnish and install Thomas #M 1560. 49.68
18. Kitchen Light - Furnish and install Sterling Fixture #FP 4240.
19. Hardware - All door hardware will be replaced with Kwikset (Tylo series - brass) (entrance, baths, closets, bedrooms, and mechanical rooms) except sliding patio doors which will be replaced with an identical or equal to present hardware. All locks will have two keys. Existing deadbolt will be recylindere. All locks will be keyed differently.
20. Smoke detectors - Install smoke detectors - one per unit. Detectors shall be listed and approved by Underwriters Laboratories and shall be battery operated. Detectors shall contain beeping mechanism to indicate weak battery. Furnish battery for each detector.
21. Removal of Shoe Mold. - Shoe mold will be removed prior to painting and in preparation of carpet installation.
22. Existing Kitchen Dividers - Louvered dividers and doors will be removed from between kitchen and dining area.
23. Final Clean-Up. - When the contractor has completed all of the foregoing work, each unit shall be left thoroughly cleaned. All fixtures in baths, appliances, and counters in kitchens and all shelves and other surfaces shall be cleaned and dusted. Ceramic tile walls and floors shall be cleaned. Floors in kitchens shall be mop cleaned. Wood floors shall be broom cleaned. Exterior of entry doors shall be cleaned. All windows and screens shall be free of dirt and paint inside and out. After carpet has been installed, it shall be vacuumed. Final cleaning of kitchen, baths, and coutner tops shall be done after the owner gives notification of customer walk thru.

24. Pre-Punch -

Test all electrical circuits

New washers and seats in tub and vanity faucets

New toilet seats

Removal of all blinds

Trash out

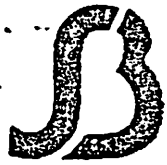
25. Furnish and install one new outlet behind refrigerator from existing kitchen circuit.
26. Furnish and install one door knocker
27. Reseal patio doors and make one stationery.

V PAYMENT

Payment for the work done is accomplished in the following manner:

1. Work is to be approved by the on-site supervisor
2. Bills submitted on the 25th of the month are paid on the 25th of the following month.

Work is to be accomplished at the highest skilled level and is to be accomplished in the most workmanlike manner.



Sparta Brook

May 28, 1980

Handwritten: P-5-12
JH

Sandy : Following are notes on John Mark Construction, Inc.

Enclosed are copies of contracts, construction assignments and all correspondence between John Mark Construction and Sparta Brook for both Heritage Woods North and Ivymount.

211 total units in Heritage Woods North - as of this date 207 have been accepted.

171 total units in Ivymount - as of this date 14 have been accepted.

Money advanced to date -

\$14,000. on 5/20/80 check #1726
\$14,000. on 5/13/80 check #1711
\$28,000. on 5/2/80 check #1673
\$20,000. on 4/21/80 #1650
\$4,150.95 on 4/21/80 #1614

Tom wants telegrams sent on both jobs being in default.

BROTHER & JUSTICE, INC.

2852 PROSPERITY AVENUE

FAIRFAX, VA 22030

560-2722

P-6
PB

7 July 1980

To Whom It May Concern:

RE: C.S. #2883 6/30/80

This affidavit is to certify that on 30 June 1980, an order was placed by the John Marks Company for #BNSW-347 - 4 inch Almond Cove Base.

Upon placing the order we were advised that this product was being shipped from the manufacturer to our distributor on Thursday, July 10, 1980. Delivery to our warehouse should be on Friday July 11.

Delivery schedules are contingent upon strikes, accidents or other delays beyond our control.

BROTHERS & JUSTICE, INC.

BY: Marjorie Brothers
Marjorie Brothers, Secy./
Treas.

Subscribed and sworn to before me, in my presence, this 7 th day of July, 1980, a Notary Public in and for the county of Prince George's for the State of Maryland.

NANCY B. CHRISTENSON
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1982

Nancy B. Christenson
Nancy B. Christenson

BRANCH ELECTRIC SUPPLY COMPANY

2912 Ritchie Road • Forestville, Maryland 20028
Telephone 735-5050

July 7, 1980

John A. Richardson
President

Raymond D. Chason
Vice President

Dennis D. Marshall
Secy. & Treasurer

AFFIDAVIT

This is to certify that Johnmark Construction, Inc. on June 20, 1980 placed an order for (20) Progress P-7136 kitchen lights, and as of this date they have not been delivered and are not available.

Robert Winstead



Subscribed and sworn to before me, in my presence, this -- 7 day
of July, 19 80, a Notary Public in and for the county of Prince
George's for the State of Maryland.


Nancy B. Christenson

NANCY B. CHRISTENSON
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 1, 1982

A D C FAIRWAYS CORP.

7753 Patriot Drive
Annandale, Virginia 22003
(703) 750-2890

July 11, 1980

P-7
JMS

Mr. Richard E. McCarty
President
Johnmark Construction, Inc.
10935 Indian Head Highway
Oxon Hill, Maryland 20022

Re: Acceptance of Units in Ivymount

Dear Mr. McCarty:

We were advised by your firm at 11:30 a.m. Thursday, July 10, 1980, that the following units were complete and ready for our inspection:

Building 4355 - Unit Numbers 21, 22, 23, 24, 25, 26, 27,
28, 32, 22 and 38

These units were inspected by both you and Mara Ernestsons, our representative. You both found the said units to be incomplete, and, therefore, they are not accepted. Copies of detailed inspection sheets were provided to you at 7:30 p.m., July 10, 1980.

Inasmuch as unit 33 does not have the cove molding installed in the kitchen, this unit as well is not ready for my acceptance.

As of 12 noon this date I have not accepted any units in the Ivymount project.

Very truly yours,

Thomas Dillon

Thomas Dillon
Construction Manager

TD/mds

cc: T. Daly
S. Weissbard
M. Dare

A D C FAIRWAYS CORP.

7753 Patriot Drive
Annandale, Virginia 22003
(703) 750-2890

July 16, 1980

P-8
PDS

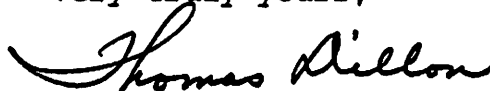
Johnmark Construction , Inc.
10935 Indian Head Highway
Oxon Hill, Maryland 20022

Gentlemen:

On this date we approve the use of the following cove molding
for those units in Ivymount which you are rehabbing:

BNSW 347 - Almond

Very truly yours,



Thomas Dillon
Construction Manager

TD/mds

HAZEL, BECKHORN AND HANES
ATTORNEYS AT LAW
4084 UNIVERSITY DRIVE

JOHN T. HAZEL, JR.
DUANE W. BECKHORN
GRAYSON P. HANES
DANIEL H. SHANER
STANLEY J. SAMORAJCZYK
ARTHUR B. VIEREGG, JR.
ROBERT A. LAWRENCE
ROBERT J. MOYE
FRANCIS A. McDERMOTT
JOHN J. SABOURIN, JR.
HARRY L. MACPHERSON, III
ALAN B. CROFT

P. O. Box 547
FAIRFAX, VIRGINIA 22030
703-273-6644

ALEXANDRIA OFFICE
SUITE 206
201 N. WASHINGTON STREET
ALEXANDRIA, VIRGINIA 22314
703-836-0884

FREDERICK R. GARNER, JR.
R. MARK DARE
GAIL W. FEAGLES
A. EVERETT HOEG, III
CARL M. RIZZO
JOSEPH S. LUCHINI
LINDA C. STOKELY
RICHARD W. HAUSLER

July 24, 1980

P-9
JOS

ADC Fairways Corp.
Annandale, VA 22003

HAND-DELIVERED

Re: Johnmark Construction, Inc.

Gentlemen:

On behalf of Johnmark Construction, Inc., I must advise you that you are in default of your contract with Johnmark for work at your Heritage Woods North and Ivymount projects in Annandale, Virginia. Johnmark therefore terminates said contract and will perform no more work at these sites. It is hoped that by the time you receive this letter, Johnmark will have removed all of its workmen and equipment from the sites; if not, it will endeavor to do so with dispatch.

The incidents of your default of which I have been advised are as follows:

1. You have failed to pay for work done pursuant to your Purchase Orders, invoiced to you on July 10; the amount invoiced and due is \$3501.40.

2. You have failed to pay \$1331.48 of the \$16,111.48 invoiced for the fire job. This default was noted in my July 9, 1980 letter to your attorney, Mr. Weissbard.

3. Mr. Daly, President of ADC Fairways, has stated his intention to withhold, from the payment due Johnmark and to be paid to Real Title on July 25, approximately \$16,000.00, an amount he claims is due for cabinets. ADC Fairways does not of course have the option of unilaterally withholding such sums.

ADC Fairways Corp.
July 24, 1980
Page Two

4. A contractor has begun work on Ivymount building no. 7753, performing work that is within the scope of Johnmark's contract.

Johnmark simply cannot continue to ignore ADC Fairways' defaults, nor is it disposed to doing so even if it were feasible, in view of Mr. Daly's attitude, demonstrated by his stated intention to make sure that under the latest "Second Modification Agreement" (never executed by Johnmark) Johnmark would receive no monies whatsoever during the course of the job. This clear confirmation of ADC Fairways' bad faith hastens Johnmark to the conclusion that ADC Fairways' breaches of the contract can no longer be tolerated.

Johnmark will expect to be paid for all work previously invoiced and for all work performed but not get invoiced; we will furnish you with invoices for the latter shortly.

Very truly yours,

HAZEL, BECKHORN AND HANES



R. Mark Dare

RMD/nck
cc: Mr. McCarty
Mr. Weissbard

7-10 id
JES

- B-1 - Damaged by water (cabinets not hung) (Drywall) (No paint)
- B-2 - all but cleaning (Need 18-30 cabinets)
- B-3 - all but cleaning & appl.
- B-4 - up to paint & maybe painting
- A-5 - all but cleaning & appl.
- A-6 - ~~no~~ no fixtures (Drywall) (No Paint)
- A-7 - all but cleaning & appl.
- A-8 - " " " "
- A-9 - " " " "
- A-10 - " " " "

Slip. profit @ 15%
MB

P-11
P-11

Unit B-1

Walked	\$5.00
supply entry lock.	8.45
install entry lock	2.50
strip unit	40.00
cut doors	31.00
build Header	11.00
Plumbing	266.93
electrical	25.00
Painting & drywall	727.30
Tile for kitchen floor	44.38
install kitchen tile	35.00
kitchen cabinets	384.46
install kitchen cabinets	—
Medicine cabinets	72.39
install medicine cabinets	5.00
soap dishes, toothbrush holders, etc	6.30
install soap dishes, toothbrush holders, etc	2.50
light switches	—
install light switches	—
Dining room chandelier	33.96
install dining room chandelier	—
Hall light	9.45
install hall light	—
kitchen light	59.62
install kitchen light	—

Hardware	53.00
Install hardware	11.00
Toilet seats	7.48
Install toilet seats	2.00
Door knocker	10.75
Install door knocker	2.50
	<u>1,899.47</u>

Unit B-1 (Cont)

EXTRAS

replaced Hack Rm door	42.00
replaced (2) 3-0 Bi folds Closet Bed #1	100.00
" Closet Pole 8' Bed #1	8.00
" Door Trim Bed #1	16.50
" Bed #2 door + jam	46.00
" Closet pole + shelf Bed #2	16.00
" 2-6" Bi fold Hall + 5 shelves + brackets	66.00
" (1) 2-0 door Bed #3 closet	42.00
" (1) 2-6 door Bed #3 entry	46.00
	<u>382.50</u>

TOTAL	1,899.47
+ 20%	379.89
+ Extras	<u>382.50</u>
	<u>\$2,661.86</u>

Unit B-2

Walled	\$5.00
supply entry lock	8.41
Install entry lock	2.50
Strip unit	30.00
Cut doors	31.00
Build Header	11.00
Plumbing	241.59
Electrical	123.00
Painting & drywall	250.00
Tile for kitchen floor	44.38
Install kitchen tile	35.00
Kitchen cabinets	386.46
Install kitchen cabinets	60.00
Medicine cabinets	72.39
Install medicine cabinets	5.00
soap dishes, toothbrush holders, etc.	6.30
Install soap dishes, toothbrush holders, etc.	2.50
Dining room chandelier	33.96
Hall light	9.45
Kitchen light	59.62
Hardware	53.00
Install hardware	11.00
Toilet seats	7.48
Install toilet seats	2.00
Door knocker	10.75
Install door knocker	2.50
	<u>1,504.29</u>

Unit B-2 (cont)

EXTRAS

Replaced dead bolt entry door	\$13.20
" Mech Rm door	42.00
Repaired bath door jam	13.20
Replaced Bed #1 door + jam entry	13.20
Replaced Bed #1 closet shelf bracket	3.00
	<u>84.60</u>

TOTAL	\$ 1,504.29
+ 20%	300.86
Extras	<u>84.60</u>
	\$1,889.75

ADC FAIRWAYS CORPORATION InterrogatoriesUNIT B-3

Walked	5.00
Supply Entry Lock	8.41
Install Entry Lock	2.50
Strip Unit	30.00
Cut Doors	31.00
Build Header	11.00
Plumbing	241.59
Electrical	123.00
Painting and Drywall	230.00
Tile for Kitchen Floor	44.38
Install Kitchen Tile	35.00
Kitchen Cabinets	386.46
Install Kitchen Cabinets	60.00
Medicine Cabinets	72.39
Install Medicine Cabinets	5.00
Soap Dishes, Toothbrush holder, etc.	6.30
Install Soap Dishes, Toothbrush holder, etc.	2.50
Dining Room Chandelier	33.96
Hall Light	9.45
Kitchen Light	59.62
Hardware	53.00
Install Hardware	11.00
Toilet Seats	7.48
Install Toilet Seats	2.00
Door Knocker	10.75
Install Door Knocker	2.50
TOTAL	<u>\$ 1,484.29</u>

ADC FAIRWAYS CORPORATION Interrogatories

UNIT B-3 (Continued)

EXTRAS

Replaced Dead Bolt Rec. Rm. Door	13.20
Rescreened (2) Patio Screens 42" x 8'0"	78.00
Replaced (4) Grey Toilet Knobs	7.15
Replaced Toilet Paper Holder	8.80
Replaced (1) Bi-fold 3-0 Bed #1 closet	50.00
Replaced (1) screen 42" x 60" Bed #1	27.00
Replaced (1) Window bar lock Bed #1	15.00
Replaced (4) Door Stops	<u>1.65</u>
SUBTOTAL	<u>200.80</u>

TOTAL	\$ 1,484.29
+ 20%	296.86
+ Extras	<u>200.80</u>
TOTAL	<u>\$ 1,981.95</u>

Unit B-4

Walled	\$5.00
supply entry lock	8.41
install entry lock	2.50
Strip unit	40.00
cut doors	31.00
Build Header	11.00
Plumbing	244.26
Electrical	98.00
Painting & Drywall	376.80
Tile for kitchen floor	44.38
install kitchen tile	35.00
kitchen cabinets	386.46
install kitchen cabinets	60.00
Medicine cabinets	72.39
install medicine cabinets	5.00
soap dishes, toothbrush holders, etc.	6.30
install soap dishes, toothbrush holders, etc.	2.50
Dining room chandelier	33.96
Hall light	9.45
kitchen light	59.62
Hardware	53.00
install hardware	11.00
Toilet seats	7.48
install toilet seats	2.00
Door knocker	10.75
install door knocker	2.50
	<u>\$1,618.76</u>

Unit B-4 (Cont)

EXTRAS

Installed lead bolt entry door	13.20
Installed light fixture in closet	12.00
Replaced glass fixed panel (42" x 8') patio	158.00
Replaced (2) 16" x 60" screens	76.00
" (1) Telephone plate Bed #1	1.65
Replaced 2'-6" Hall door & hardware	46.00
" 4'-0" door & Hardware Bed #2	88.00
" shelf & pole Bed #2	16.00
" (1) Telephone Plate Bed #2	1.65
" Bed #3 hardware closet	24.00
" 2'-6" entry door Bed #3	46.00
	<u>482.50</u>

TOTAL

	\$1,618.76
+ 20%	323.75
+ EXTRAS	482.50
	<u>\$2,425.01</u>

Unit A-5

Walked	\$ 5.00
supply entry lock	8.41
install entry lock	2.50
strip unit	40.00
cut across	31.00
Build Header	11.00
Plumbing	245.68
Electrical	175.50
Painting & drywall	450.00
Tile for kitchen floor	44.38
install kitchen Tile	35.00
Kitchen cabinets	386.46
install kitchen cabinets	60.00
Medicine cabinets	72.39
install medicine cabinets	5.00
soap dishes, toothbrush holders, etc.	6.30
install soap dishes, toothbrush holders, etc.	2.50
Dining room chandelier	33.96
Hall light	9.45
Kitchen light	59.62
Hardware	53.00
install hardware	11.00
Toilet seats	7.48
install toilet seats	2.00
Door knocker	10.75
install door knocker	2.50
	<u>\$ 1,770.88</u>

Unit A-5 (Cont)

EXTRAS

replaced	(2) screens 42"X60" Liv Rm	54.00
"	5 fuses	3.30
"	(7) door stops	7.70
"	(1) 16"X60" screen Bed #1	18.00
"	(1) 42"X60" " Bed #2	27.00
rescreened	(1) 42"X60" screen Bed #3	<u>27.00</u>
		137.00

TOTAL

	\$ 1,770.88
+ 20 %	354.18
+ EXTRAS	<u>137.00</u>
	\$ 2,262.06

Unit A-6

Walked	\$5.00
supply entry lock	8.41
install entry lock	2.50
strip unit	35.00
cut doors	31.00
Build Header	11.00
Plumbing	244.26
Electrical	178.00
Painting & drywall	36.00
Tile for kitchen floor	44.38
install kitchen tile	35.00
Kitchen cabinets	386.46
install kitchen cabinets	60.00
Medicine cabinets	72.39
install medicine cabinets	5.00
soap dishes, toothbrush holders, etc.	6.30
install soap dishes, toothbrush holders, etc.	2.50
Dining room chandelier	33.96
Hall light	9.45
Kitchen light	59.62
Hardware	53.00
install hardware	11.00
Toilet seats	7.48
install toilet seats	2.00
Door knocker	10.75
install door knocker	2.50
	<u>1,350.46</u>

Unit A-6 (Cont)

EXTRAS

adjusted entry door	\$13.20
replaced (2) patio screens (42" x 8')	78.00
removed (1) shower rod & patched	15.00
replaced 2 ft ² tile bath #1 around faucet	11.50
replaced bed #1 door jam	13.20
" (1) screen 42" x 60" Bed #1	27.00
replaced (2) closet brackets Bed #2	8.00
replaced (1) screen 42" x 60" Bed #2	27.00
replaced (7) door stops	2.20
	<u>195.10</u>

TOTAL	\$1,350.46
+ 20%	270.09
+ EXTRAS	<u>195.10</u>
	\$1,815.65

Unit A-7

Walked	\$ 5.00
Supply entry lock	8.41
Install entry lock	2.50
Strip unit	30.00
Cost doors	31.00
Build header	11.00
Plumbing	238.92
Electrical	195.50
Painting & drywall	230.00
Tile for kitchen floor	44.38
Install kitchen tile	35.00
Kitchen cabinets	386.46
Install kitchen cabinets	60.00
Medicine cabinets	72.39
Install medicine cabinets	5.00
Soap dishes, toothbrush holders, etc.	6.30
Install soap dishes, toothbrush holders, etc.	2.50
Dining room chandelier	33.96
Hall light	9.45
Kitchen light	59.62
Hardware	53.00
Install hardware	11.00
Toilet seats	7.48
Install toilet seats	2.00
Door knocker	10.75
Install door knocker	2.50
	<u>\$ 1,554.12</u>

Unit A-7 (Cont)

EXTRAS

Replaced (2) Patio screens (42" x 8')	78.00
Replaced (4) door stops	4.40
Rescreened (1) 42" x 60" Bed #1	<u>27.00</u>
	109.40

TOTAL

\$1,554.12

+ 20%

310.82

+ EXTRAS

109.40

\$1,974.34

Unit A-8

Walked	\$ 5.00
supply entry lock	8.41
install entry lock	2.50
strip unit	30.00
cat doors	31.00
Build header	11.00
Plumbing	241.59
electrical	183.00
Painting & Drywall	230.00
Tile for kitchen floor	44.38
install kitchen tile	35.00
kitchen cabinets	386.46
install kitchen cabinets	60.00
Medicine cabinets	72.39
install medicine cabinets	5.00
soap dishes, toothbrush holders, etc.	6.30
install soap dishes, toothbrush holders, etc.	2.50
Dining room chandelier	33.96
Hall light	9.45
Kitchen light	59.62
Hardware	53.00
install hardware	11.00
Toilet seats	7.48
install toilet seats	2.00
Door knocker	10.75
install door knocker	2.50
	<u>\$ 1,544.29</u>

Unit A-8 (Cont)

EXTRAS

Replaced (4) fuses	4.40
" (4) door stops	4.40
Reserved (4) patio screens (42" x 8')	78.00
Replaced (1) screen 42" x 60" Def #1	27.00
	<u>113.80</u>

TOTAL

	\$ 1,544.29
+ 20%	308.86
+ EXTRAS	<u>113.80</u>
	<u>\$ 1,966.95</u>

Unit A-9

Walked	\$ 5.00
Supply entry lock	8.41
Install entry lock	2.50
Strip unit	35.00
Cut doors	31.00
Build header	11.00
Plumbing	238.92
Electrical	185.50
Painting & drywall	230.00
Tile for kitchen floor	44.38
Install kitchen tile	35.00
Kitchen cabinets	386.46
Install kitchen cabinets	60.00
Medicine cabinets	72.39
Install medicine cabinets	5.00
soap dishes, toothbrush holders, etc	6.30
Install soap dishes, toothbrush holders, etc	2.50
Dining room chandelier	33.96
Hall light	9.45
Kitchen light	59.62
Hardware	53.00
Install hardware	11.00
Toilet seats	7.48
Install toilet seats	2.00
Door knocker	10.75
Install door knocker	2.50
	<u>\$ 1,549.12</u>

Unit A-9 (cont)

EXTRAS

replaced entry dead bolt	13.20
Rescreened (2) Patio screens 42" X 8'-0"	39.00
replaced track & hardware Hall closet 3'-0"	12.50
repaired 20" door hall	15.00
Rescreened (1) bed #1 42" X 60"	27.00
replaced (1) glass fixed panel 42" X 60" Bed #2	38.00
Rescreened (1) 42" X 60" Bed #2	27.00
replaced (7) door stops	2.20
	<u>173.90</u>

TOTAL

\$1,549.12

+ 20%

309.82

+ EXTRAS

173.90

\$2,032.84

Unit A-10

Walked	\$5.00
supply entry lock	8.41
install entry lock	2.50
strip unit	40.00
cut doors	31.00
Build header	11.00
Plumbing	245.68
Electrical	190.50
Painting & drywall	238.60
Tile for kitchen floor	44.38
install kitchen tile	35.00
kitchen cabinets	386.46
install kitchen cabinets	60.00
Medicine cabinets	72.39
install medicine cabinets	5.00
soap dishes, toothbrush holders, etc.	6.30
install soap dishes, toothbrush holders, etc.	2.50
Dining room chandelier	33.96
Hall light	9.45
Kitchen light	59.62
Hardware	53.00
install hardware	11.00
Toilet seats	7.48
install toilet seats	2.00
Door knockers	10.75
install door knockers	2.50
	<u>\$1,574.48</u>

Unit A-10 (cont)

EXTRAS

Installed dead bolt entry door	13.20
Replaced (2) liv rm screens 42" X 60"	54.00
Installed (2) window lock bars	20.00
Replaced (1) fuse	1.10
" (1) screen 42" X 60" Bed #1	27.00
replaced window lock bar Bed #1	10.00
" (1) 3-0 re fold Bed #1 closet	50.00
" (1) screen 42" X 60" Bed #2	27.00
" (1) paper holder Bath #2	8.80
" (2) screens 16" X 60" Bed #3	36.00
	<u>247.10</u>

TOTAL

	\$ 1,574.48
+ 20%	314.90
+ EXTRAS	<u>247.10</u>
	\$ 2,136.48

Unit 31

Walked	\$ 5.00
supply entry lock	8.41
install entry lock	2.50
Plumbing	186.25
kitchen cabinets	386.46
	\$ 588.62

Building 4345

Units were partially completed as follows:

walked	5.00
Supply entry lock	8.41
Install entry lock	2.50
strapped	35.00
cut doors	31.00
Build headers	11.00
	<u>\$92.91</u>
	+ 20% 18.58
	<u>\$111.49</u>

Unit 45	\$111.49
46	111.49
44	111.49
47	111.49
48	111.49
43	111.49
42	111.49
41	111.49
36	111.49
35	111.49
34	111.49
33	111.49
32	111.49
37	111.49
38	111.49
	<u>\$1,672.35</u>

Building 4345 (Cont)

Walked	\$5.00
supply entry lock	8.41
install entry lock	2.50
stripped	35.00
Build breaker	11.00
	<u>\$61.91</u>
	+20% 12.38
	<u>\$74.29</u>

Unit 31	\$74.29
26	74.29
21	74.29
22	74.29
23	74.29
24	74.29
25	74.29
27	74.29
28	74.29
13	74.29
14	74.29
15	74.29
16	74.29
17	74.29
10	74.29
9	74.29
8	74.29

7	74.29
6	74.29
5	74.29
2	74.29
1	74.29
	<u>74.29</u>
	\$1,634.38

Building 4345 (cont)

Walked	\$5.00
Supply entry lock	8.41
Install entry lock	2.50
Stripped	<u>35.00</u>
	\$50.91
	+20% <u>10.18</u>
	61.09

Unit 4	\$61.09
3	<u>61.09</u>
	\$122.18

Building 4345 (cont)

supply locks	8.41
install locks	2.50
2/3 stripped	23.34
cut doors	31.00
	<u>\$ 65.25</u>
+ 20%	13.05
	<u>\$ 78.30</u>

Unit 11	78.30
12	78.30
	<u>\$ 156.60</u>

Building 4360

Walked	\$ 5.00
supply entry lock	8.41
install entry lock	<u>2.50</u>
	15.91
+20%	<u>3.18</u>
	\$19.09

Unit	51	\$19.09
	52	19.09
	53	19.09
	54	19.09
	55	19.09
	56	19.09
	57	19.09
	58	19.09
	46	19.09
	45	19.09
	44	19.09
	43	19.09
	42	19.09
	41	19.09
	47	19.09
	48	19.09
	36	19.09
	35	19.09
	34	19.09
	33 1124	19.09

32	19.09
31	19.09
37	19.09
38	19.09
21	19.09
22	19.09
	<u>19.09</u>
	\$496.34

Building 4360 (cont)

Walked	\$5.00
Supply entry lock	8.41
Install entry lock	<u>2.50</u>
	15.91
+ 20%	<u>3.18</u>
	\$19.09

Unit	23	19.09
	24	19.09
	25	19.09
	26	19.09
	27	19.09
	28	19.09
	16	<u>19.09</u>
		\$133.63

Walked

5.00
+20% 1.00
\$6.00

Building 4360	Unit 17	\$6.00
	14	6.00
	13	6.00
	12	6.00

Building 7753	Unit 41	6.00
	42	6.00
	53	6.00
	54	6.00
	55	6.00
	56	6.00
	57	6.00
	58	6.00
		<u>6.00</u>
		\$72.00

Summary - Partially Completed units

Building 4355	Unit - B-1	\$ 2,661.86
	B-2	1,889.75
	B-3	1,981.95
	B-4	2,425.01
	✓ A-5	2,262.06
	✓ A-6	1,815.65
	A-7	1,974.34
	A-8	1,966.95
	A-9	2,032.84
	A-10	2,136.48
	31	588.62
		\$ 21,735.51

Building 4345 3,585.51

Building 4360 653.97

Building 7753 48.00
 48.00
 48.00
 48.00
 48.00

TOTAL \$ 26,022.99

J. H. Mark

INVENTORY

P 12
P 12

	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
ENTRY LOCKS (TYLO)	82	\$8.01	\$656.82
CLOSET PULLS	40	1.00	40.00
DEADBOLTS	64	6.95	444.80
RIM CYLINDERS	52	3.95	205.40
REPLACEMENT RIM CYLINDERS	101	2.56	258.56
DEGREASER (5 GALLONS)	2	28.85	57.70
WHITE CERAMIC TILE (4"x4")	35 FT ²	1.60/FT ²	56.00
STAINLESS STEEL SINKS	3	24.00	72.00
COUNTER TOPS (36")	25	31.00	775.00
WHITE TILE CAP	540 pcs	40.00	216.00
KITCHEN TILE	1 ROLL (75 YD)	5.75/YD	431.25
LIGHT BULBS (40 WATT)	242	.48 EA	116.16
DOOR STOPS	200	.31	62.00
MEDICINE CABINETS (36")	5	31.97	159.85
FLUORESCENT LIGHTS (KITCHEN)	40	1.73	69.20
KITCHEN LIGHT FIXTURES (NEW)	18	56.78	1,022.04
COVE BASE (ALMOND)	3 BOXES	40.00	120.00
BATHROOM GLOBES	9	3.00	27.00
KITCHEN LIGHT FIXTURES (OLD)	3	32.34	97.02
HALL LIGHT FIXTURES	10	9.00	90.00
MEDICINE CABINETS (CSW-2328)	60	34.47	2,068.20
MEDICINE CABINETS (CSW-713-34)	5 BOXES	31.97	159.85
KWIKSET ENTRY LOCKS	14	9.00	126.00
SCHLEGE PRIVACY LOCKS	71	6.25	443.75

KWIKSET BATHROOM LOCKS	30	5.18	155.40
KWIKSET BEDROOM LOCKS	19	6.25	118.75
KWIKSET PASSAGE LOCKS	40	4.47	178.80
DOOR LATCHES (3 $\frac{3}{8}$ " SETBACK)	100	1.44	144.00
CHANDELIER BULBS (40 WATTS)	48	.84	40.32
DOOR KNOCKERS	40	10.75	430.00
		Sub. A	8841.87

(2)

	QUANTITY	UNIT PRICE	TOTAL PRICE
TUB STOPPERS	30	.71	21.30
OATMEAL CERAMIC TILE (4"X4")	10 FT ²	1.60/FT ²	16.00
SILL COCK KEYS	2 BOXES 12/BOX	1.25	30.00
2 GANG S.S. TOGGLE PLATES	24/BOX 4 BOXES	.59	56.64
1 GANG ^{2S} DUPLEX TOGGLE PLATES	24/BOX 1 BOX	.30	7.20
1 GANG POLYCHROME TOGGLE PLATES	24/BOX 1 BOX	.72	17.28
PHONE PLATES	10	.40	4.00
ELECTRICAL RECEPTICLES	3	.60	1.80
CLOSET LIGHT FIXTURES	5	5.60	28.00
FUSE STAT ADAPTERS	6 BOXES 4/BOX	.54 EA.	12.96
15 AMP FUSES	18 BOXES 4/BOX	.50	36.00
25 AMP FUSES	5 BOXES 4/BOX	.50	10.00
30 AMP FUSES	5 BOXES 4/BOX	.50	10.00
4 PLUG + SWITCH S.S. PLATES	20	.89	17.80
SOAP DISHES (CHROME)	50	2.28	114.00
DOOR HINGES	6 SETS	1.16	6.96

TOOTHBRUSH HOLDERS (CHROME)	7	2.28	15.96
TOILET PAPER HOLDERS	15 PAIRS	2.50	37.50
PAPER HOLDERS	10	3.40	34.00
TOILET PAPER HOLDER SETS	11	3.40	37.40
OVERFLOW PLATES	2	1.70 EA	3.40
SPLASH GUARDS	4	1.16	4.64
TOWEL BARS	22	4.13	90.86
DAP (WHITE)	1 BOX 12/BOX	.55	6.60
SHOWER HOLDERS	25	1.00	25.00
TOILET SEATS	10	7.12	71.20
COFFEE POT (MR. COFFEE)	1	40.00	40.00
AJAX	5 CANS	1.33	6.65
TOILET TOP	1	10.00	10.00
WATER VAC.	1	180.95	180.95
BIFOLD TRACKS	19	1.99	37.81
1/2 PERRY COATED NAILS	50 LBS	24.90/50 LBS	24.90
BIFOLD HARDWARE	38 SETS	3.95/SET	150.10
			<u>\$1,166.91</u>

Door Hardware
1.72/81

(3)

	QUANTITY	UNIT PRICE	TOTAL PRICE
COVE BASE (WHITE)	7 BOXES	25.70	179.90
2/8 (32") MASONITE DOORS	10	17.42	174.20
3/0 MASONITE DOORS	4	16.25	65.00
3/0 BIFOLD DOORS	3	33.31	99.93
2/6 BIFOLD DOORS	10	30.91	309.10
2/8 DOORS	1	15.75	15.75

LUMBER	1500 FT	1.50/FT	750.00
CHANDELIERS	16	32.34	517.44
36" MIRROR	1	40.63	40.63
SHOWER RODS	31	4.75	147.25
3/4" PLYWOOD (4'X8')	10	24.90	249.00
4'X4' MASONITE	12	3.48	41.76
8' ALUMINUM STUDS	14	1.53	21.42
CHANDELIER CHAIN	30 FT	.50	15.00
MEDICINE CABINETS (37X24)	3	28.51	85.53
10' ALUMINUM STUDS	12	1.83	21.96
DELTA 100 FAUCET	1	33.12	33.12
8'X1 1/2" COPPER PIPE	2	1.25/FT	20.00
SCREEN DOORS (3')	2	47.80	95.60
3' MASONITE DOORS	3		
CADLING	10 BOXES 4/BOX	1.84	73.60
3'X4' GLASS	10	10.70	107.00
TOWEL BAR SETS	24	3.50	84.00
BATHROOM STOPPERS	29	.50	14.50
SMOKE DETECTORS	26	17.95	466.70
STRIKER PLATES (ENTRY)	50	1.00	50.00
STRIKER PLATES (DEADBOLT)	30	1.00	30.00
DEADBOLT CYLINDER RINGS	30	.29	8.70
BIFOLD DOOR HARDWARE	3 BOXES 5 SETS/BOX	3.95	59.25
FAN COVERS	6	2.00	12.00
DINING ROOM GLOBES	12	3.50	42.00
LIGHT FIXTURES (THOMAS 8496)	3	14.22	42.66
			\$ 3873.00

(4)

	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
MEDICINE CABINET LIGHT SHADES	12	3.95	47.40
G.I.D. STOPPERS	30	1.16	34.80
COUNTER TOPS (4')	7	62.20	435.40
BROILER PANS	40	5.95	238.00
BACK PLATES	100	.76	76.00
VINYL ADHESIVE	2 CANS	22.50/CAN	45.00
MISCELLANEOUS SUPPLIES			500.00
			<u>\$1,376.60</u>

TOTAL

\$15,258.38

TAX

762.92

TOTAL =

\$16,021.30

JOHNMARK CONSTRUCTION, INC.
5954 Allentown Way
CAMP SPRINGS, MD 20031

INVOICE

No 0714

(301) 449-8871

TO

Sp. Krock Hauer

INVOICE DATE <i>July 14, 1985</i>	SALESMAN
SHIP TO <i>dry mount court</i>	

T/#13

QUANTITY		DESCRIPTION	UNIT PRICE	AMOUNT
		<i>Unit 4355 #21</i>		
		<i>Standard Contract</i>		<i>2435 41</i>
<i>12 5.38</i>	<i>#16.47</i>	<i>add on</i>		<i>33 85</i>
		<i>Extra</i>		<i>307 10</i>
		<i>Total</i>		<i>2,778 36</i>

TRIPLICATE

Thank You

1133

AUTHORIZED NONSTANDARD REPAIRS

PROJECT One Mount UNIT ADDRESS 4355 APT.# 21 CODE. _____
GROUP # 140 CONTRACTOR 9 mi. TOTAL COST _____

Measure top security chain + watch	22	50
Measure 2 pots chrome 42x96	78	00
1 head bolt, mesh room	10	00
32" vanity (chrome) leg	30	00
4 tan cases for commode	7	15
7 door, struts	7	70
2 8" ceramic showers PR#2	46	00
2 8" dry wall shower	3	50
4 new cases	7	15
1 replace 6x5 nich CR#1	10	00
2 replace 42x60 screen PR#2	27	00
1 replace mullion, front T-timney PR#2	10	00
1 replace 42x60 screen PR#3	27	00
1 replace hardware PR#3 closet	19	80
1 telephone corner plate	1	65
1 replace master T.V. outlet cover	1	65
OWNER <i>Gene Kline</i> CONTRACTOR <i>J. J. [illegible]</i> DATE <i>3-17-80</i> TOTAL <i>209 10</i>		

JOHN MARK CONSTRUCTION, INC.

5854 Allentown Way
CAMP SPRINGS, MD 20031

INVOICE

No 0715

(301) 449-8871

TO

Sparta Brook Home

INVOICE DATE <i>July 19, 1986</i>	SALESMAN
SHIP TO <i>Chapman Court</i>	

1135

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT	TAXES	TOTAL
	<i>Unit 4355 #22</i>				
	<i>Standard Contract</i>		<i>2435 41</i>		
<i>\$12,538.76</i>	<i>add on</i>		<i>33 85</i>		
	<i>Extra</i>		<i>263 35</i>		
	<i>Total</i>				<i>2,732 61</i>

TRIPLICATE

Thank You

AUTHORIZED NONSTANDARD REPAIRS

PROJECT 104 Mount UNIT ADDRESS 4355 APT.# 22 CODE _____
 GROUP # TU CONTRACTOR J. M. TOTAL COST _____

Remove patch, security lock	22	50
Install hardware LK Closet	12	50
Remove 2 water screens 45" x 96"	78	00
Room #1 14 tan paper	7	15
1 tub stopper	6	60
1 toilet paper holder	7	50
Repair fuse (over night block)		
Install hardware - hall chair	12	50
Remove RK #1 42x60	27	00
Remove left side of RK #1 window (8x)	3	50
7 door stoppers	7	70
Remove RK #2 42x60	54	00
2 dry wall (1/2 bath)	3	50
Commode mesh (1/2 bath)	13	75
Commode mesh Room #1	13	75

OWNER Mike Allen CONTRACTOR J. M. DATE 2-17-80 TOTAL 213 35

JOHNMARK CONSTRUCTION, INC.
5854 Allentown Way
CAMP SPRINGS, MD 20031

INVOICE

No 0716

(301) 449-8871

TO

Sparks Brook Home

INVOICE DATE <i>July 10, 1980</i>	SALESMAN
SHIP TO <i>dry mount Court</i>	

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE	TAX	TOTAL
	<i>Unit 4355 # 23</i>				
	<i>Standard Contract</i>		<i>2435 41</i>		
	<i>Add on</i>		<i>27 85</i>		
	<i>Extra</i>		<i>204 55</i>		
	<i>Total</i>				<i>\$2667 81</i>

TRIPLICATE

Thank You

1137

AUTHORIZED NONSTANDARD REPAIRS

PROJECT 9 - Mount UNIT ADDRESS 4355 APT.# 23 CODE _____
GROUP # TV CONTRACTOR 8 Inc. TOTAL COST _____

[illegible]

JOHNMARK-CONSTRUCTION, INC.
5854 Allentown Way
CAMP SPRINGS, MD 20031

INVOICE

No 0717

(301) 449-8871

TO

Sparks Brook Home

INVOICE DATE <i>July 10, 1980</i>	SALESMAN
SHIP TO <i>clay Mount Court</i>	

UNIT NO.	DATE	DESCRIPTION	AMOUNT	TAX	TOTAL
		<i>Unit 4355 #24</i>			
		<i>Standard Contract</i>	<i>2435 41</i>		
		<i>add on</i>	<i>27 85</i>		
		<i>Option</i>	<i>152 80</i>		
		<i>Total</i>			<i>\$2616 06</i>

TRIPLICATE

Thank You

1139

AUTHORIZED NONSTANDARD REPAIRS

PROJECT 104 New J UNIT ADDRESS 4355 APT.# 24 CODE _____
GROUP # TV CONTRACTOR J. M. TOTAL COST _____

Bed hold Mech. Room	10	00
Between 2 water screens 42x96	78	00
1st. mech. Room door	12	50
4 Grey Caps	7	15
1 Polished Concrete Mech.	13	25
1 Polished PR Screen 42x60	27	00
41 Door Stops	4	40

OWNER Kent Allen CONTRACTOR 7-11-20 DATE 2-17-20 TOTAL 152 80

JOHNMARK CONSTRUCTION, INC.
5854 Allentown Way
CAMP SPRINGS, MD 20031

INVOICE

No 0669

(301) 449-8871

TO

Sparta Brook House

INVOICE DATE <i>10 July 1982</i>	SALESMAN
SHIP TO <i>Top Mount</i>	

1142

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
4355-25	Repair 13 holes 15.00/hole		195 00
	Repairing L/R ceiling		37 50
"	1 wall in L/R		15 00
"	Hall ceiling		22 50
"	1 wall in Hall		15 00
"	B/R ceiling		22 50
"	2 walls in B/R		30 00
"	Bath ceiling		22 50
"	1 wall in Bath		15 00
	Clean unit		20.00

TRIPLICATE

Thank You

7395.00

Fold at (>) to fit #771 DU-O-VUE Envelope.

JOHNMARK CONSTRUCTION, INC.
5854 Allentown Way
CAMP SPRINGS, MD 20031

INVOICE

No 0669

(301) 449-8871

TO

Santa Rosa Homes

INVOICE DATE <i>10 July 1980</i>	SALESMAN
SHIP TO	<i>Long Mount</i>

Back Charge Order - T.O. 8/9/80

YOUR ORDER NO.	DATE SHIPPED	SHIPPED VIA	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
				<i>4355 - 25 Repair 13 holes @ \$15.00/hole</i>		<i>195 00</i>
				<i>Repair 1/2 R ceiling</i>		<i>37 50</i>
				<i>" 1 wall in L/R</i>		<i>15 00</i>
				<i>" Hall ceiling</i>		<i>22 50</i>
				<i>" 1 wall in Hall</i>		<i>15 00</i>
				<i>" B/R ceiling</i>		<i>22 50</i>
				<i>" 2 walls in B/R</i>		<i>30 00</i>
				<i>" Bath ceiling</i>		<i>22 50</i>
				<i>" 1 wall in Bath</i>		<i>15 00</i>
				<i>Material used</i>		<i>20.00</i>

ORIGINAL

Thank You

4395.00

AUTHORIZED NONSTANDARD REPAIRS

PROJECT See Memo UNIT ADDRESS 4355 APT.# 25 CODE _____
GROUP # 9 CONTRACTOR John Mark TOTAL COST _____

✓	reclaim Dead Bolt	12	00
	replace security Chain	12	50
	re-fit entrance door	22	00
	replace (1) elec. switch plate 1/R	1	65
	replace Hall Closet Door	22	00
	replace (2) Patio screen	78	00
✓	repair Hall hi-hold	50	00
	replace 20' drywall bath ceiling	35	00
	replace (4) Jan Toilet handles	7	15
	replace (1) paper holder	7	50
	Repair Bath Entry door	10	00
	re-fit Closet door	22	00
	Repair Bed #1 entry door	10	00
	Repair Bed #1 Closet door	10	00
	Rescreen (1) Bed #1 40" x 60"	27	00
	replace & sand Bed #1 sill	18	00
	replace Bed #2 screen	27	00
	Train, Kill over Bed #2 window (6 #)	3	00
	7 Door Stops	7	70
	1 Fuse	1	10

OWNER J. Miller CONTRACTOR LC DATE 5/22/80 TOTAL 373 60

INVOICE

(301) 449-8871

TO

INVOICE DATE <i>July 16, 1980</i>	SALESMAN
SHIP TO	
<i>Chry Meant Court</i>	

[illegible]**TRIPLICATE**

Thank You

1145

AUTHORIZED NONSTANDARD REPAIRS

PROJECT July Mountain UNIT ADDRESS #355 APT.# 26 CODE _____
GROUP # ✓ CONTRACTOR J. M. TOTAL COST _____

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
Install Peep viewer	NONE		
Install Solid Bolt entry door	1	20.00	20.00
rescreen (2) Paten screens (42" x 8')	2	39.00	78.00
reinstall back door jam	1	26.00	26.00
Install (4) In. Toilet Knobs	4	3.75	15.00
Install 3-0 Bi-fold Hall Closet	1	50.00	50.00
Install (7) door stops	7	3.00	21.00
replace (1) screen 42" x 60" Bed #1	1	27.00	27.00
replace Glass (1) fixed Panel Bed #1	1	96.00	96.00
replace (1) screen Bed #2 42" x 60"	1	27.00	27.00
replace Christ hardware Bed #7	1	12.50	12.50
rescreens (2) 16" x 60" Bed #3	2	18.00	36.00
replace (2) Grey Toilet Knobs	2	1.50	3.00
replace 2 # tile in Shower Bath #1	2	2.50	5.00
replace 2 # Bath Ceiling Bath #2	2	17.50	35.00
Re-stitch R side - strengthen left edge board	1		
OWNER	J. Dillon	CONTRACTOR	7/12/83
DATE	3/18/83	TOTAL	432.00

Note - overspray on Brick

JOHNMARK CONSTRUCTION, INC.
5854 Allentown Way
CAMP SPRINGS, MD 20031

INVOICE

No 0719

(301) 449-8871

TO

Spate Brook Homes

INVOICE DATE <i>Sept 10 1988</i>	SALESMAN
SHIP TO <i>Long Mount Court</i>	

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	<i>Unit 4355 #27</i>		
	<i>Standard Contract</i>	<i>2435 41</i>	
	<i>add on</i>	<i>27 85</i>	
	<i>Option</i>	<i>209 02</i>	
	<i>Total</i>		<i>2,682 38</i>

TRIPLICATE

Thank You

AUTHORIZED NONSTANDARD REPAIRS

PRO. # 4355 UNIT ADDRESS 4355 APT. # 27 CODE
GRGUP # 4355 CONTRACTOR A. M. TOTAL COST

[illegible]

JOHNMARK CONSTRUCTION, INC.

5854 Allentown Way
CAMP SPRINGS, MD 20031

INVOICE

No 0720

(301) 449-8871

TO

Sparta Brook Home

INVOICE DATE <i>July 19, 1980</i>	SALESMAN
SHIP TO <i>dry Mount Court</i>	

1149

		UNIT PRICE		TOTAL PRICE	
	<i>Unit 4355 #28</i>				
	<i>Standard Contract</i>	<i>2435</i>	<i>41</i>		
<i>6, 5.57</i>	<i>16.42</i>	<i>add on</i>	<i>27 85</i>		
	<i>Other</i>	<i>263</i>	<i>00</i>		
	<i>Total</i>			<i>720 20</i>	
				<i>2726 26</i>	

TRIPLICATE

Thank You

AUTHORIZED NONSTANDARD REPAIRS

PROJECT High Mount UNIT ADDRESS 4385 APT.# 7E CODE _____
 GROUP # 590 IV CONTRACTOR S.M. TOTAL COST _____

Install 36x60 exterior plywood panels Bal.	✓	126	45
Replace 2 exterior panels Re-stitch both sides		78	00
4 new caps	✓	7	15
rendered heat lamp	used one & labor	20	00
4 door stops	✓	4	40
Replace 1 42x60 screen Re-stitch		27	00

OWNER James Kline CONTRACTOR Y.A. Co. DATE 3-17-77 TOTAL 263 00

5854 Allentown Way
CAMP SPRINGS, MD 20031

(301) 449-8871

TO

Santa Block Home

INVOICE

No 0712

INVOICE DATE	SALESMAN
July 19, 1980	
SHIP TO	

1151

[illegible]**TRIPLICATE**

Thank You

JOHNMARK CONSTRUCTION, INC.

5854 Allentown Way
CAMP SPRINGS, MD 20031

INVOICE

No 0709

(301) 449-8871

TO

Spartan Brook Home

INVOICE DATE <i>July 19, 1980</i>	SALESMAN
SHIP TO <i>dry mount court</i>	

YOUR ORDER NO.	DATE	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT	TAX	TOTAL
			<i>P.O. 0068</i>				
			<i>Mat 4355 #32</i>				
			<i>Replace drywall over window header</i>				
			<i>24 @ \$1.75</i>	<i>42.00</i>			
						<i>\$42.00</i>	

ORIGINAL

Thank You

1152

JOHNMARK CONSTRUCTION, INC.
5854 Allentown Way
CAMP SPRINGS, MD 20031

INVOICE

No 0668

(301) 449-8871

TO

Spartan Brook Homes

INVOICE DATE <i>10 July 82</i>	SALESMAN
SHIP TO <i>John Mark</i>	

28

1153

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
4355 - 32	32		
	Repair 12 holes @ \$15.00/102		180 00
	Repair 4/R ceiling	2435 41	37 50
"	1 wall in 1/R	33 85	15 00
"	1 wall in hallway		15 00
"	B/R ceiling	143 67	22 50
"	2 walls in B/R		30 00
"	Bath ceiling		22 50
"	1 wall in bath		15 00
	Paint work		20 00

TRIPLICATE

Thank You

1357.50

AUTHORIZED NONSTANDARD REPAIRS

PROJECT Remount UNIT ADDRESS 4355 APT.# 32 CODE _____
GROUP # 111 CONTRACTOR A.M. TOTAL COST _____

	1 - move & Patch Leimint. Chair	✓	12	00
	install 171 Door stops 1 6 only	6.60	7	70
	replace Dead Bolt Meck. Rm	✓	10	00
✓	Replace (4) Toilet Hooks Iron	✓	7	15
	skins 8' Bath Ceiling	✓	4	00
	replace (1) Fuse	✓	1	10
	Replace (4) 4' shelves Hall Closet	✓	3	32
	skins Kill Hall ceiling 4'	✓	2	00
	caulk & stain Kill 13' Truss Bed #1	pl-do window	10	00
	replace (1) 42" x 60" screen	✓	27	00
	replace (1) slider window & screen 42" x 60" #2	✓	37	00
	replace (1) Toilet Paper Holder Bath #1	spindle only	8	80
✓	Replace (1) sink stopper Bath #2 & #1	wood old cloaca	73	00
OWNER J. Dillon CONTRACTOR 7-1-6 DATE 3/17/68 TOTAL 143 07				

Note - No Power

5854 Allentown Way
CAMP SPRINGS, MD 20031

INVOICE

No 0613

(301) 449-8871

TO

INVOICE DATE	SALESMAN
SHIP TO	
C/O Mount St.	

1155

[illegible]**TRIPLICATE**

Thank You

AUTHORIZED NONSTANDARD REPAIRS

PROJECT Leimant UNIT ADDRESS 4355 APT.# 38 CODE _____
 GROUP # III CONTRACTOR J. M. TOTAL COST _____

Rescreen (1) Patio screen (42" x 8').	✓	39	00
replace Mech. Room Door & dead Bolt	✓	39	80
replace (1) screen Bed #1 42" x 60"	✓	29	00
replace Commode Mech.	✓	13	75
replace (4) Grey. Kitchen Sill & Clean R. Paint	✓	7	15
replace (4) door stops	✓	4	40

* patch interior rather than replace door.

OWNER J. Nelson CONTRACTOR J. M. DATE 3/17/80 TOTAL 131 10

INVOICE

№ 0548

INVOICE DATE	SALESMAN
April 25, 1961	
SHIP TO	
C. Lee Mount	
14	

TO

Sparta Book House

1158

YOUR ORDER NO.	DATE SHIPPED	SHIP TO	FOB POINT	TERMS
QUANTITY	DESCRIPTION		UNIT PRICE	TOTAL
	Unit 4355-11			
	Standard Contract		2,432.41	
	Option		429.09	
				2,861.50

Accepted
4/25/80

DUPLICATE

Thank You

J. MARK CONSTRUCTION INC.
10935 Indian Head Hwy.
OXON HILL, MARYLAND 20022

INVOICE

No 0548

(301) 292-4400

INVOICE DATE <i>April 25, 1980</i>	SALESMAN
SHIP TO <i>dry mount of</i>	

Sparta Brook Homer

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	<i>Unit 4355-11</i>		
	<i>Standard Contract</i>	<i>2,435 41</i>	
	<i>Extra</i>	<i>429 09</i>	
	<i>5/19/80</i>		
	<i>2,864 50</i>		

ORIGINAL

Thank You

ARK CONSTRUCTION INC.

10935 Indian Head Hwy.
ROCK HILL, MARYLAND 20822

(301) 292-4400

TO

Santa Brook Home

INVOICE

NO 0398

INVOICE DATE <i>April 25 1980</i>	SALESMAN
SHIP TO <i>clay mount ct</i>	

1160

YOUR ORDER NO.	DATE SHIPPED	SHIPPED VIA	F.O.B. POINT	TERMS
QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	
	<i>Unit 7355-12</i>			
	<i>Standard Contract</i>	<i>2435 41</i>		
	<i>Elstar</i>	<i>297 40</i>		
	<i>Total</i>		<i>2732 81</i>	

*Account
4/25/80*

DUPLICATE

Thank You

JOHNMARK CONSTRUCTION INC.
10935 Indian Head Hwy.
OXON HILL, MARYLAND 20022

INVOICE

No 0398

(301) 292-4400

TO Sparta Brook Homes

INVOICE DATE <u>April 25, 1980</u>	SALESMAN <u>1</u>
SHIP TO <u>Clay Mount Ct</u>	

YOUR ORDER NO.	DATE SHIPPED	SHIPPED VIA	F.O.B. POINT	TERMS	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
						Unit 7355-12		
						Standard Contract	2435 41	
						Electric	297 40	
						good		
						OK R/A 5/6/80		
						4/23/80		
						signed & paid		
						Total		\$2732 81

ACCOUNTS PAYABLE

ORIGINAL

Thank You

WALKER CONSTRUCTION INC.
10035 Indian Head Hwy.
P.O. Box 10000, Maryland 20022

INVOICE

NO 0396

(301) 292-4400

TO

Spanta Brook Haven

INVOICE DATE <i>April 25/80</i>	SALESMAN
SHIP TO <i>Clay Mount Ct</i>	

YOUR ORDER NO.	DATE SHIPPED	SHIPPED VIA	F.O.B. POINT	TERMS	
QUANTITY	DESCRIPTION			UNIT PRICE	TOTAL
<div>✓ ✓</div>					

*WALKER
4/25/80*

DUPLICATE

Thank You

1162

JOHNMARK CONSTRUCTION CO.
10935 Indian Head Hwy..
OXON HILL, MARYLAND 20022

INVOICE

No 0396

(301) 292-4400

TO

Santa Brook Homes

INVOICE DATE

April 25, 1980

SALESMAN

SHIP TO

clay mount of

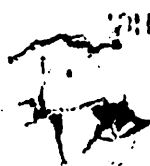
YOUR ORDER NO.	DATE SHIPPED	SHIPPED VIA	F.O.B. POINT	TERMS
QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	
	<i>Unit 4355-13</i>			
	<i>Standard contract</i>		<i>2435</i>	<i>41</i>
	<i>OK M. 5/9/80 Extras</i>		<i>132</i>	<i>25</i>
	<i>grand total 4/25/80</i>			
	<i>subson to pinch.</i>			
	<i>Total</i>		<i>2567</i>	<i>65</i>

13

ORIGINAL

Thank You

FORM 105-3 Available from NEBS Inc., Groton, Mass. 01450



DUNMARK CONSTRUCTION INC.

10935 Indian Head Hwy.
MYON HILL, MARYLAND 20022

(301) 292-4400

INVOICE

NO 0397

INVOICE DATE <i>April 25, 1980</i>	SALESMAN
SHIP TO <i>Longmont CO</i>	

TO

Sparta Brook Home

YOUR ORDER NO.	DATE SHIPPED	CARRIER	ORDER NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
					<i>Unit 4355-14</i>		
					<i>Standard Dr. Tract</i>	<i>2435 41</i>	
					<i>Option</i>	<i>254 72</i>	
					<i>Total</i>		<i>47430 12</i>

Longmont
4/25/80

DUPLICATE

Thank You

164

OXON HILL, MARYLAND 20022

INVOICE
No 0397

(301) 292-4400

TO Sparta Brook Home

INVOICE DATE <u>April 25 1981</u>	SALESMAN
SHIP TO <u>Buy Mount St</u>	

YOUR ORDER NO.	DATE SHIPPED	SHIPPED VIA	P.O.B. POINT	TERMS
QUANTITY	DESCRIPTION		UNIT PRICE	TOTAL
	<u>Unit 4355-14</u>			
	<u>Standard Contract</u>		<u>2435 41</u>	
	<u>Extr</u>		<u>284 72</u>	
	<u>Total</u>			<u>12720 13</u>

ORIGINAL

Thank You

ACCOUNTS PAYABLE

MARK CONSTRUCTION INC.
10935 Indian Head Hwy.
FARM HILL, MARYLAND 20022

INVOICE

NC 0581

(301) 292-4400

TO

Sparta Brook Homes

INVOICE DATE <i>April 25, 1980</i>	SALESMAN
SHIP TO <i>Long Mount Ct.</i>	

YOUR ORDER NO.	DATE SHIPPED	SHIPPED TO	PORT/POINT	TERMS
QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	
	<i>Unit 4355-15</i>			
	<i>Standard Contract</i>	<i>2435 41</i>		
	<i>Extra</i>	<i>183 35</i>		
	<i>Total</i>		<i>\$2,618 76</i>	

DUPLICATE

Thank You

JOHN MARK CONSTRUCTION INC.
10935 Indian Head Hwy.
OXON HILL, MARYLAND 20022

INVOICE

No 0581

(301) 292-4400

INVOICE DATE <i>April 25, 1980</i>	SALESMAN
SHIP TO <i>Long Mount Ct.</i>	

TO *Sparta Brook Home*

OUR ORDER NO.	DATE SHIPPED	SHIPPED VIA	F.O.B. POINT	TERMS		
QUANTITY	DESCRIPTION			UNIT PRICE		TOTAL
	<i>Unit 4355-15</i>					
	<i>Standard Contract</i>			<i>2435</i>	<i>41</i>	
	<i>app'd [Signature] 4/25/80</i>					
	<i>submit to [Signature]</i>					
	<i>OT M/L 5/680</i>			<i>18.3</i>	<i>35</i>	
	<i>Total</i>					<i>\$2,618.76</i>

ORIGINAL

Thank You

ACCOUNTS PAYABLE

MARK CONSTRUCTION INC
10935 Indian Head Hwy.
POTOMAC, MARYLAND 20822

(301) 292-4400

INVOICE

NO 0546

INVOICE DATE <i>April 25, 1980</i>	SALESMAN
SHIP TO <i>Longmont Co.</i>	

TO *Spate Brook Homes*

YOUR ORDER NO.	DATE SHIPPED	SHIPPED VIA	POINT	TERMS
QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	
	<i>Unit 4355-16</i>			
	<i>Standard Contract</i>	<i>2435.41</i>		
	<i>Extra</i>	<i>497.90</i>		
	<i>Total</i>		<i>\$2933.31</i>	

Accepted
4/25/80

DUPLICATE

Thank You

OHNNMARK CONSTRUCTION INC.
10935 Indian Head Hwy.
OXON HILL, MARYLAND 20022

INVOICE

NO 0546

(301) 292-4400

TO

Sparta Brook Homes

INVOICE DATE

April 25, 1980

SALESMAN

SHIP TO

Long Mount Ct.

YOUR ORDER NO.	DATE SHIPPED	SHIPPED VIA	F.O.B. POINT	TERMS	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
						<i>Unit 4355-16</i>		
						<i>Standard Contract</i>	<i>2435 41</i>	
						<i>Extras</i>	<i>497 90</i>	
						<i>app. 4/23/80</i>		
						<i>subject to pin ch.</i>		
						<i>Total</i>		<i>\$2933 31</i>

ORIGINAL

Thank You

CHAMBERLAIN CONSTRUCTION INC.
10335 Indian Head Hwy.
FARMERSVILLE, MARYLAND 20622

INVOICE

NE 0547

(301) 292-4400

INVOICE DATE <i>April 25, 1980</i>	SALESMAN
SHIP TO <i>dry mount ct</i>	

TO

Spartan Brook Home

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	<i>Unit 4355-17</i>		
	<i>Standard Contract</i>	<i>9435 41</i>	
	<i>Extra</i>	<i>200 35</i>	
			<i>2635 76</i>

DUPLICATE

Thank You

SHINMARK CONSTRUCTION INC.
10935 Indian Head Hwy.
OXON HILL, MARYLAND 20022

INVOICE

No 0547

(301) 292-4400

TO Spartan Brook Homes

INVOICE DATE <u>April 25, 1980</u>	SALESMAN
SHIP TO <u>dry mount ct</u>	

YOUR ORDER NO.	DATE SHIPPED	SHIPPED VIA	F.O.B. POINT	TERMS
QUANTITY	DESCRIPTION		UNIT PRICE	TOTAL
	<u>Unit 4355-17</u>			
	<u>Standard Contract</u>		<u>9435 41</u>	
	<u>Extra</u>		<u>200 35</u>	
	<u>5/4/80</u>			
	<u>Subject to p. ch.</u>			
	<u>OK</u>			
	<u>5/4/80</u>			
				<u>\$2635 76</u>

ORIGINAL

Thank You

ORM 105-3 Available from **NEBS** Inc., Groton, Mass. 01450

NEW CONSTRUCTION INC.

10935 Holton Road Hwy.

LAUREL, MARYLAND 20602

(301) 282-4400

INVOICE

NO 0395

TO

Monte Brook Homes

INVOICE DATE

April 25 1986

SALESMAN

SHIP TO

dry Mount Ct.

YOUR ORDER NO.	DATE SHIPPED	SHIPMENT NO.	POB POINT	TERMS
QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	
	<i>Unit 4355#44</i>			
	<i>Standard Contract 4355#44</i>			
	<i>Estimate</i>		<i>194</i>	<i>65</i>
			<i>2630</i>	<i>06</i>

Wm 4/23/86

DUPLICATE

Thank You

Available from **NEBS** Inc., Groton, Mass. 01460

1172

MARK CONSTRUCTION INC.

10935 Indian Head Hwy.
FARMERSVILLE, MARYLAND 20622

(301) 292-4400

TO

Santa Brook Home

INVOICE

NO 0394

INVOICE DATE <i>April 25, 1980</i>	SALESMAN
SHIP TO <i>dry mount &</i>	

YOUR ORDER NO.	DATE SHIPPED	SHIPPED VIA	FOB POINT	TERMS
QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	
	<i>Unit 4355- 47</i>			
	<i>Standard Contract</i>	<i>2435 41</i>		
	<i>Options</i>		<i>75 00</i>	
	<i>Total</i>		<i>2510 41</i>	

DUPLICATE

Thank You

Available from **NEBB** Inc., Groton, Mass. 01460

1173

ROCK CONSTRUCTION INC.
10000 Wilson Road Hwy.
MARYLAND 20622

INVOICE

NO 0393

(301) 792-4400

TO

Spina Rock House

INVOICE DATE

April 25, 1971

SALESMAN

SHIP TO

Big Mount 1A

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	<i>Unit 4345 - 48</i>		
	<i>Standard Contract</i>	<i>216 41</i>	
	<i>Extra</i>	<i>216 72</i>	
	<i>Total</i>		<i>\$ 91.52 72</i>

*amended
4/1/71*

DUPLICATE

Thank You

105-3 Available from NEBB Inc., Groton, Mass. 01450

1174

Proposal

Page No.

of

Pages

JOHNMARK CONSTRUCTION, INC.

General Contractors

7508 OLD ALEXANDER FERRY ROAD
CLINTON, MARYLAND
868-6205

P-15
AP

PROPOSAL SUBMITTED TO		PHONE	DATE MAY 9 1966
STREET		JOB NAME	
CITY, STATE AND ZIP CODE		JOB LOCATION Chesapeake	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

Limit 4355 - 41

Standard Contract

2,435.41

Estimated

367.12

Total

2,797.54

We **Propose** hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

dollars (\$ _____)

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
Signature _____

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance:

11/75

Signature _____

Signature _____

AUTHORIZED NONSTANDARD REPAIRS

PROJECT Leysmanant UNIT ADDRESS 4355 APT.# 41 CODE _____
GROUP # TT CONTRACTOR J. M. TOTAL COST _____

[illegible]

Note - overgrowing Birch wall

1. Cont. + 72425.41

WALK-THROUGH CHECK LIST

DATE: _____

ERAL PAINT:

Paint Can be on Top of
 Showers
 Smooth out Grout in Kitchen
 Smooth out Paint in Living Room
 12/5/16
 1/5/16

ER:

nt Door ✓
 r Sill ✓
 cker ✓
 dware ✓
 sure ✓
 set Doors ✓
 Shelf ✓ Pole ✓

ht Switch ✓

ING ROOM & DINING AREA:

delier ✓
 ts ✓
 lets-Covers ✓
 dows-Cleaned ✓
 Tracks ✓
 Screens ✓
 Mullions ✓

CONEY & PATIO:

r Latch ✓
 een. Door ✓
 Latch ✓
 Sill ✓
 k ✓
 side Windows ✓

dows
 eens
 set Doors
 Shelf Pole

CHEN:

inets ✓
 Secured ✓
 Cleaned (inside & out) ✓
 Blemishes ✓
 ches Adjusted ✓
 dware ✓
 nter Tops ✓
 Stopper ✓
 Faucet ✓

KITCHEN CON'T:

Stove ✓
 Cleaned ✓
 Side Painted ✓
 Burners ✓
 Oven ✓
 Broiler Pan ✓
 Refrigerator ✓
 Cleaned ✓
 Operating ✓
 Bulb ✓

Shoe Mold ✓

Vent ✓

Poles & Shelves ✓

New Outlet Covers - Cleaned ✓

Flooring - Installation ✓

Condition Good

HALL: -

Fuse Box ✓

Thermostat: Operable OK

Smoke Alarm ✓

Light Fixtures (2) ✓

Closet Doors ✓

Shelf Pole

Utility Shelves

MECHANICAL ROOM: NO
Cleaned ✓
Light ✓
Door Hardware ✓
BATH:
Floor ✓
Sani-Base ✓
Exhaust Fan ✓
Mirrored Medicine Cabinet - New Condition ✓
Bulbs (4) ✓
Lavatory - Faucets ✓
Drain Stop ✓
Toilet - Functions ✓
New Seat Received ✓
Knobs ✓
Tub ✓
Faucet Tighten up 5/16
Shower Head ✓
Stopper ✓
Ceramic Tile ✓
Caulking ✓
Towel Bar ✓

BEDROOM #1:

Screens ✓

Windows ✓

Closet Doors ✓

Shelves ✓

Pole ✓

Light (walk-in)

Vent ✓

Door - Function ✓

Hardware ✓

Outlet Covers ✓

BEDROOM #2:

Screens ✓

Windows ✓

Closet Doors ✓

Shelves ✓

Pole ✓

Light (walk-in)

Vent ✓

Door - Function ✓

Hardware ✓

Outlet Covers ✓

BEDROOM #3:

Screens ✓

Windows ✓

Closet Doors ✓

Shelves ✓

Pole ✓

Light (walk-in)

Vent ✓

Door - Function ✓

Hardware ✓

Outlet Covers ✓

EXTRAS:

*Contingent on
Core molding & Light
Fixture & Scribe Mtd.

[Signature]
Sparta Brook Homes of Virginia

Date 5/16/80

[Signature]
Sub-Contractor

Date 5/16/80



BROWN'S
LOCK & KEY SERVICE
Bonded - Insured - Licensed
6238 Little River Turnpike
ALEXANDRIA, VA 22312

(703) 941-1710
Prince William Co. Toll Free 491-2400

INVOICE
P. 12273

JOB PHONE	DATE OF ORDER 7/29/80
JOB NAME/LOCATION 4355 IVYMOUNT CT	

TO **ADC FAIRWAYS.**

PHONE

ORDER TAKEN BY
Chris

TERMS

DESCRIPTION

AMOUNT

PICK OPEN ALL LOCKED DOORS IN
BLDG - 4345

5750

SERVICE CHARGE

OK

8/1/80
Stoneland Interiors

18 DUPLICATE KEYS
+ material

1800

(B/C Phil/rm)

LABOR

HOURS

RATE

AMOUNT

TOTAL MATERIAL

1800

2

21.50

4300

TOTAL LABOR

5750

ACCOUNTS PAYABLE

ACCOUNTS PAYABLE

WORK ORDERED BY

DATE COMPLETED
7/30/80

TOTAL
LABOR

TAX

72

Thank You

SIGNATURE (I hereby acknowledge the satisfactory completion of the above described work)

PAY THIS AMOUNT

7622

Need P.O. before
we can pay



**BROWN'S
LOCK & KEY SERVICE**
Bonded - Insured - Licensed
6238 Little River Turnpike
ALEXANDRIA, VA 22312

(703) 941-1710
Prince William Co. Toll Free 491-2400

[Signature]

12248

JOB PHONE	DATE OF ORDER 7/23/80
JOB NAME/LOCATION 4355 INYMOUNT CT. ANN. VA.	

TO *ADC Fairways*

PHONE

ORDER TAKEN BY

Chris

TERMS:

DESCRIPTION	AMOUNT
Pick open & MAKE KEYS TO MECH. Rm. Door	26.50
SERVICE CHARGE	

9 Dup KEYS OK PM 7/24/80 8.10
Back on Standard Tint
Johnny

LABOR	HOURS	RATE	AMOUNT	TOTAL MATERIAL	8.10
				TOTAL LABOR	26.50
				ACCOUNTS PAYABLE	
WORK ORDERED BY	DATE COMPLETED 7/23/80	TOTAL LABOR		TAX	32

Thank You

PAY THIS AMOUNT

~~Proposal~~

Page No.

of

Pages

JOHNMARK CONSTRUCTION, INC.

General Contractors

7508 OLD ALEXANDER FERRY ROAD

CLINTON, MARYLAND

868-6205

P-18000

PROPOSAL SUBMITTED TO		PHONE	DATE MAY 9 1980
STREET		JOB NAME	
CITY, STATE AND ZIP CODE		JOB LOCATION clay mount	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

choice 20

Unit 4.3.5.5 - (41)

Standard Contract

2, 4.3.5.41

By: 362-13
18 Standard 265.88

Total 2722.54

2,701.29

OK R/M
5/16/80

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Payment to be made as follows: _____ dollars (\$ _____)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

1182

Signature _____

P-19

WALK-THROUGH CHECK LIST

DATE: 5/14/81

4355-37

GENERAL PAINT:

~~Spent 1/2 hr~~

DOOR:

Front Door ☒

Door Sill ☒

Locker ☒

Hardware ☒

Closure ☒

Inset Doors ☒

Shelf ☒

Pole ☒

Light Switch ☒

LIVING ROOM & DINING AREA:

Radiator ☒

Tables ☒

Tables-Covers ☒

Tables-Cleaned ☒

Tracks ☒

Screens ☒

Mullions ☒

PORCH & PATIO:

Latch ☒

Screen Door ☒

Latch ☒

Sill ☒

Side Windows ☒

Walls ☒

Windows ☒

Inset Doors ☒

Shelf ☒

Pole ☒

Nails ☒

Trims ☒

Painted ☒

Painted (inside & out) ☒

Trimishes ☒

Adjusted ☒

Edge ☒

Tops ☒

KITCHEN CON'T:

Stove ☒

Cleaned ☒

Side Painted ☒

Burners ☒

Oven ☒

Broiler Pan ☒

Refrigerator ☒

Cleaned ☒

Operating ☒

Bulb ☒

Shoe Mold ☒

Vent ☒

Poles & Shelves ☒

New Outlet Covers - Cleaned ☒

Flooring - Installation ☒

Condition ☒

HALL: =

Fuse Box

Thermostat: Operable

Smoke Alarm =

Light Fixtures (7)

Closet Doors

Shelf

Pole

Utility Shelves

MECHANICAL ROOM

Cleaned

Light

Door Hardware

BATH:

Floor

Sani-Base

Exhaust Fan

Mirrored Medicine Cabinet - New Condition

Bulbs (4)

Lavatory - Faucets

Drain Stop

Toilet - Functions

New Seat Received

Knobs

Tub

Faucet

Shower Head

Stoppers

ROOM #1:

ens _____
ndows ✓ Spindle Sill
oset Doors ✓
Shelves ✓ Pole _____
Light (walk-in) ✓
nt _____
or - Function ✓
Hardware ✓
tlet Covers ✓

EXTRAS:

ROOM #2:

reens _____
ndows _____
oset Doors _____
Shelves _____ Pole _____
Light (walk-in) _____
ent _____
oor - Function _____
Hardware _____
utlet Covers _____

EDROOM #3:

creens _____
indows _____
loset Doors _____
Shelves ✓ Pole _____
Light (walk-in) _____
Vent _____
Door - Function _____
Hardware _____
utlet Covers _____

Richard Hesse *

Sparta Brook Homes of Virginia

5/28/80

Date

Contingent upon kitchen light
Bare, and scrub

Sub-Contractor

5/28/80

Date

WALK-THROUGH CHECK LIST

DATE: _____

GENERAL PAINT:

P-20
Paint Ceiling in Kitchen

FOYER:

Front Door ✓

Door Sill ✓

Knocker ✓

Hardware ✓

Closure ✓

Closet Doors ✓

Shelf ✓

Pole ✓

Light Switch ✓

LIVING ROOM & DINING AREA:

Chandelier ✓

Vents ✓

Outlets-Covers ✓

Windows-Cleaned ✓

Tracks ✓

Screens ✓

Mullions ✓

BALCONY & PATIO:

Door Latch ✓

Screen Door ✓

Latch ✓

Sill ✓

Deck ✓

Outside Windows ✓

DEN:

Windows ✓

Screens ✓

Closet Doors ✓

Shelf ✓

Pole ✓

Vent ✓

KITCHEN:

Cabinets ✓

Secured ✓

Cleaned (inside & out) ✓

Blemishes ✓

Catches Adjusted ✓

Hardware ✓

Counter Tops ✓

Sink ✓

Stopper ✓

Faucet ✓

KITCHEN CON'T:

Stove

Light not on

Cleaned ✓

Side Painted ✓

Burners ✓

Oven ✓

Broiler Pan ✓

Refrigerator

Not on

Cleaned ✓

Operating

Not on

Bulb ✓

Shoe Mold ✓

Vent ✓

Poles & Shelves ✓

New Outlet Covers - Cleaned ✓

Flooring - Installation ✓

Condition ✓

HALL:

Fuse Box ✓

Thermostat: Operable

Not 2 Thermostats

Smoke Alarm ✓

Light Fixtures (1) ✓

Closet Doors ✓

Shelf ✓

Pole ✓

Utility Shelves ✓

1186

MECHANICAL ROOM:

Cleaned ☒

Light ☒

Door Hardware ☒

BATH:

Floor ☒

Sani-Base ☒

Exhaust Fan ☒

Mirrored Medicine Cabinet - New Condition ☒

Bulbs (4) ☒

Lavatory - Faucets ☒

Drain Stop ☒

Toilet - Functions ☒

New Seat Received ☒

Knobs ☒

Tub ☒

Faucet ☒

Shower Head ☒

Stopper ☒

Ceramic Tile ☒

Caulking ☒

Towel Bar ☒

Shower Rod ☒

BEDROOM #1:

Screens ✓

Windows ✓

Closet Doors ✓

Shelves ✓

Pole ✓

Light (walk-in) ✓

Vent ✓

Door - Function ✓

Hardware ✓

Outlet Covers ✓

BEDROOM #2:

Screens

Windows

Closet Doors

Shelves

Pole

Light (walk-in)

Vent

Door - Function

Hardware

Outlet Covers

BEDROOM #3:

Screens

Windows

Closet Doors

Shelves

Pole

Light (walk-in)

Vent

Door - Function

Hardware

Outlet Covers

EXTRAS:

Richard H. Hinkle
Sparta Brook Homes of Virginia

Date

* contingent on Fritche
Light Base & Screens

Sub-Contractor

Sub-Contractor

Date

JOHNMARK CONSTRUCTION INC.
5854 Allentown Way
GAMP SPRINGS, MD 20031

INVOICE

No 0615

(301) 449-8871

TO

Sparta Brook Home

INVOICE DATE

SALESMAN

SHIP TO

clay mount ct

1811

YOUR ORDER NO.	DATE SHIPPED	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
			<i>Unit 4355-34</i>		
			<i>Standard Contract</i>	<i>2435 41</i>	
			<i>Extras</i>	<i>143 68</i>	
			<i>OK 5/30/80</i>		
			<i>with</i>		
			<i>Contract wpm</i>		
			<i>Light Fixture</i>		
			<i>Cove Base</i>		
			<i>Total</i>		<i>\$2579 09</i>

ACCOUNTS PAYABLE

ORIGINAL

Smith Thank You

OK WALK-THROUGH CHECK LIST

DATE: 5/16/8

4355-36

GENERAL PAINT:

Trim over Patio Door
Stairs Hall over Patio Window
Sill in MBR
Ceiling in Kitchen
Halls
Hermite

FOYER:

Front Door
Door Sill
Knocker
Hardware
Closure
Closet Doors
Shelf Pole
Light Switch

LIVING ROOM & DINING AREA:

Chandelier
Vents
Outlets-Covers
Windows-Cleaned
Tracks
Screens
Mullions

BALCONY & PATIO:

Door Latch
Screen Door
Latch
Sill
Deck
Outside Windows

DEN:

Windows
Screens
Closet Doors
Shelf Pole
Vent

KITCHEN:

Cabinets
Secured
Cleaned (inside & out)
Blemishes
Catches Adjusted
Hardware
Counter Tops
Sink
Stopper
Faucet

KITCHEN CON'T:

Stove
Cleaned
Side Painted
Burners
Oven
Broiler Pan
Refrigerator
Cleaned
Operating
Bulb

Shoe Mold
Vent
Poles & Shelves
New Outlet Covers - Cleaned
Flooring - Installation
Condition

HALL:

Fuse Box
Thermostat Operable
Smoke Alarm
Light Fixtures (p)
Closet Doors
Shelf Pole
Utility Shelves

MECHANICAL ROOM:

Cleaned ☒

Light ☒

Door Hardware ☒

BATH:

Floor

Sani-Base

Exhaust Fan

Mirrored Medicine Cabinet - New Condition

Bulbs (4)

Lavatory - Faucets

Drain Stop

Toilet - Functions

New Seat Received

Knobs

Tub

Faucet

Shower Head

Stopper

Ceramic Tile

Caulking

Towel Bar

Shower Rod

BEDROOM #1:

Screens

Windows

Closet Doors

Shelves

Pole

Light (walk-in)

Vent

Door - Function

Hardware

Outlet Covers

BEDROOM #2:

Screens

Windows

Closet Doors

Shelves

Pole

Light (walk-in)

Vent

Door - Function

Hardware

Outlet Covers

BEDROOM #3:

Screens

Windows

Closet Doors

Shelves

Pole

Light (walk-in)

Vent

Door - Function

Hardware

Outlet Covers

EXTRAS:

Richard K. Kincaid
Sparta Brook Homes of Virginia

5/28/80

Date

Christopher J. Jones
Hickman (Sparta Base)
Scribe

Sub-Contractor

5/28/80
Date

WALK-THROUGH CHECK LIST

DATE:

4355-35

5/16/8

GENERAL PAINT:

Patch Ceiling in Kitchen

FOYER:

Front Door ✓

Door Sill ✓

Knocker ✓

Hardware ✓

Closure ✓

Closet Doors ✓

Shelf ✓

Pole ✓

Light Switch ✓

LIVING ROOM & DINING AREA:

Chandelier ✓

Vents ✓

Outlets-Covers ✓

Windows-Cleaned ✓

Tracks ✓

Screens ✓

Mullions ✓

BALCONY & PATIO:

Door Latch ✓

Screen Door ✓

Latch ✓

Sill ✓

Deck ✓

Outside Windows ✓

DEN:

Windows ✓

Screens ✓

Closet Doors ✓

Shelf ✓

Pole ✓

Vent ✓

KITCHEN:

Cabinets ✓

Secured ✓

Cleaned (inside & out) ✓

Blemishes ✓

Catches Adjusted ✓

Hardware ✓

Counter Tops ✓

Sink ✓

Stopper ✓

Faucet ✓

KITCHEN CON'T:

Stove ✓

Cleaned ✓

Side Painted ✓

Burners ✓

Oven ✓

Broiler Pan ✓

Refrigerator ✓

Cleaned ✓

Operating ✓

Bulb ✓

Shoe Mold ✓

Vent ✓

Poles & Shelves ✓

New Outlet Covers - Cleaned ✓

Flooring - Installation ✓

Condition ✓

HALL: ✓

Fuse Box ✓

Thermostat: Operable ✓

Smoke Alarm ✓

Light Fixtures (2) ✓

Closet Doors ✓

Shelf ✓

Pole ✓

Utility Shelves ✓

1193

MECHANICAL ROOM:

Cleaned ✓

Light ✓

Door Hardware ✓

BATH:

Floor _____

Sani-Base _____

Exhaust Fan _____

Mirrored Medicine Cabinet - New Condition _____

Bulbs (4) _____

Lavatory - Faucets _____

Drain Stop _____

Toilet - Functions _____

New Seat Received _____

Knobs _____

Tub _____

Faucet _____

Shower Head _____

Stopper _____

Ceramic Tile _____

Caulking _____

Towel Bar _____

Shower Rod _____

BEDROOM #1:

Screens

Windows

Closet Doors

Shelves

Pole

Light (walk-in)

Vent

Door - Function

Hardware

Outlet Covers

BEDROOM #2:

Screens

Windows

Closet Doors

Shelves

Pole

Light (walk-in)

Vent

Door - Function

Hardware

Outlet Covers

BEDROOM #3:

Screens

Windows

Closet Doors

Shelves

Pole

Light (walk-in)

Vent

Door - Function

Hardware

Outlet Covers

EXTRAS:

Richard H. Hink
Sparta Brook Homes of Virginia

5/28/80

Date

Contingent on Kitchen Light
Base, Scribe

J. J. J.
Sub-Contractor

5/28/80

Date

WALK-THROUGH CHECK LIST

4,55-42

DATE: 2/16/0

ERAL PAINTS

Paint around Front Door 5/16

ER:

nt Door

r Sill

cker

dware

sure

set Doors

Shelf Pole

ht Switch

ING ROOM & DINING AREA:

ndelier

ts

lets-Covers

dows-Cleaned

Tracks

Screens

Mullions

CONEY & PATIO:

ir Latch

een Door

Latch

Sill

k

side Windows

s:

dows

reens

set Doors

Shelf

Pole

KITCHEN:

inets

Secured

Cleaned (inside & out)

Blemishes

ches Adjusted

dware

nter Tops

Stopper

KITCHEN CONT:

Stove

Cleaned

Side Painted

Burners

Oven

Broiler Pan

Refrigerator

Cleaned

Operating

Bulb

Shade Mold

Vent

Poles & Shelves

New Outlet Covers - Cleaned

Flooring - Installation

Condition

HALL:

Fuse Box

Thermostat Operable

Smoke Alarm

Light Fixtures (X)

Closet Doors

Shelf

Pole

Utility Shelves

MECHANICAL ROOM:

Cleaned ☒

Light ☒

Door Hardware ☒ Repair *2/25/6*

BATH:

Floor ☒

Sani-Base ☒

Exhaust Fan ☒

Mirrored Medicine Cabinet - New Condition ☒

Bulbs (4) ☒

Lavatory - Faucets ☒

Drain Stop ☒

Toilet - Functions ☒

New Seat Received ☒

Knobs ☒

Tub ☒

Faucet ☒ *L size*

Shower Head ☒

Stopper ☒

Ceramic Tile ☒

Caulking ☒

BEDROOM #1:

Screens ✓
Windows ✓
Closet Doors ✓
Shelves ✓ Pole ✓
Light (walk-in) ✓
Vent ✓
Door - Function ✓
Hardware ✓

Outlet Covers

BEDROOM #2:

Screens ✓
Windows ✓
Closet Doors ✓
Shelves ✓ Pole ✓
Light (walk-in) ✓
Vent ✓
Door - Function ✓
Hardware ✓

Outlet Covers

BEDROOM #3:

Screens ✓
Windows ✓
Closet Doors ✓
Shelves ✓ Pole ✓
Light (walk-in) ✓
Vent ✓
Door - Function ✓
Hardware ✓

Outlet Covers

EXTRAS:

Bath #2
~~Furnace~~ Leaking
~~Acids~~ Re-patched?

5/16/80

Sparta Brook Homes of Virginia

Date

5/16/80

Contingent upon

* Cove Base

Kitchen Light
Fridge Straps
Scribe Rod

Sub-Contractor

Date

5/16/80

WALK-THROUGH CHECK LIST

DATE: 5/14/96

tss-5
43

GENERAL PAINT:

OK

DOOR:

Front Door

Door Sill

Knocker

Hardware

Closure

Inset Doors

Shelf

Pole

Light Switch

LIVING ROOM & DINING AREA:

Chandelier

Plants

Outlets-Covers

Windows-Cleaned

Tracks

Screens

Mullions

BALCONY & PATIO:

Door Latch

Screen Door

Latch

Sill

Back

Outside Windows

BED:

Windows

Screens

Inset Doors

Shelf

Pole

KITCHEN:

Cabinets

Secured

Cleaned (inside & out)

Blemishes

Hinges Adjusted

Hardware

Counter Tops

Sink

Stopper

Faucet

KITCHEN CONT:

Stove

Cleaned

Side Painted

Burners

Oven

Broiler Pan

Refrigerator

Cleaned

Operating

Bulb

Shoe Mold

Vent

Poles & Shelves

New Outlet Covers - Cleaned

Flooring - Installation

Condition

HALL:

Fuse Box

Thermostat Operable

Smoke Alarm

Light Fixtures (2)

Closet Doors

Shelf

Pole

Utility Shelves

MECHANICAL ROOM:

Cleaned ✓

Light ✓

Door Hardware ✓

BATH:

Floor ✓

Sani-Base ✓

Exhaust Fan ✓

Mirrored Medicine Cabinet - New Condition ✓

Bulbs (4) ✓

Lavatory - Faucets ✓

Drain Stop ✓

Toilet - Functions ✓

New Seat Received ✓

Knobs ✓

Tub ✓

Faucet ✓

Shower Head ✓

Stopper ✓

Ceramic Tile ✓

Caulking ✓

Towel Bar ✓

BEDROOM #1:

Screens ✓

Windows ✓ *RV45*
John F. ... 11/18

Closet Doors ✓

Shelves ✓

Pole ✓

Light (walk-in) ✓

Vent ✓

Door - Function ✓

Hardware ✓

Outlet Covers ✓

BEDROOM #2:

Screens

Windows

Closet Doors

Shelves

Pole

Light (walk-in)

Vent

Door - Function

Hardware

Outlet Covers

BEDROOM #3:

Screens

Windows

Closet Doors

Shelves

Pole

Light (walk-in)

Vent

Door - Function

Hardware

Outlet Covers

EXTRAS:

[Signature]
Sparta Brook Homes of Virginia

5/14/80
Date

[Signature]
Sub-Contractor

5/16/80
Date

As Contingent on Hunter Light, Cox Barre
1201 *scribble*

JOHNMARK CONSTRUCTION, INC.

General Contractors

7508 OLD ALEXANDER FERRY ROAD
CLINTON, MARYLAND
868-6205

P-26
JOS

PROPOSAL SUBMITTED TO		PHONE	DATE
STREET		JOB NAME	MAY 1980
CITY, STATE AND ZIP CODE		JOB LOCATION	
ARCHITECT		DATE OF PLANS	JOB PHONE

We hereby submit specifications and estimates for:

Unit 4.3.55 - 4.3

22

Standard Contract

\$2435.41

Expenses

322.79

Total

\$2,758.20

OK
5/10/81

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Payment to be made as follows: _____ dollars (\$ _____)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature _____

Signature _____

1202

WALK-THROUGH CHECK LIST

DATE: 5/16/6

4355-46

GENERAL PAINT:

DOOR:

Front Door

Door Sill

Knocker

Hardware

Closure

Closet Doors

Shelf Pole

Light Switch

LIVING ROOM & DINING AREA:

Chandelier

Plugs

Outlets-Covers

Windows-Cleaned

Tracks

Screens

Mullions

BALCONY & PATIO:

Door Latch

Screen Door

Latch

Sill

Kick

Outside Windows

BATH:

Windows

Screens

Closet Doors

Shelf

Pole

Paint

KITCHEN:

Cabinets

Secured

Cleaned (inside & out)

Blemishes

Knobs Adjusted

Hardware

Counter Tops

Sink

Stopper

Faucet

KITCHEN CONT:

Stove

Cleaned

Side Painted

Burners

Oven

Broiler Pan

Refrigerator

Cleaned

Operating

Bulb

Shoe Mold

Vent

Poles & Shelves

New Outlet Covers - Cleaned

Flooring - Installation

Condition

HALL:

Fuse Box

Thermostat Operable

Smoke Alarm

Light Fixtures (4)

Closet Doors

Shelf

Pole

Utility Shelves

1203

MECHANICAL ROOM:

Cleaned ✓

Light ✓

Door Hardware ✓

BATH:

Floor ✓

Sani-Base ✓

Exhaust Fan ✓

Mirrored Medicine Cabinet - New Condition ✓

Bulbs (4) ✓

Lavatory - Faucets ✓

Drain Stop ✓

Toilet - Functions ✓

New Seat Received ✓

Knobs ✓

Tub ✓

Faucet ✓

Shower Head ✓

Stopper ✓

Ceramic Tile ✓

Caulking ✓

Towel Bar ✓

BEDROOM #1:

Screens

Windows

Closet Doors

Shelves

Pole

Light (walk-in)

Vent

Door - Function

Hardware

Outlet Covers

BEDROOM #2:

Screens

Windows

Closet Doors

Shelves

Pole

Light (walk-in)

Vent

Door - Function

Hardware

Outlet Covers

BEDROOM #3:

Screens

Windows

Closet Doors

Shelves

Pole

Light (walk-in)

Vent

Door - Function

Hardware

Outlet Covers

EXTRAS:

Alvin H. Hinkle
Sparta Brook Homes of Virginia

Date

Rob
Sub-Contractor

Date

* Contract upon Kitchen Light, core base,
Scribe 1205

JOHNMARK CONSTRUCTION, INC.

General Contractors

7508 OLD ALEXANDER FERRY ROAD
CLINTON, MARYLAND
868-6205

778017

PROPOSAL SUBMITTED TO		PHONE	DATE
STREET		JOB NAME	MAY, 1980
CITY, STATE AND ZIP CODE		JOB LOCATION	Clay Mount Ct
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

OK NM E 24

Unit 43.55 - 46

Standard Contract

2,435.41

Extras 273.35

Total

2648.76

JH 6/14

5/16/80

The Proposer hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Payment to be made as follows: _____ dollars (\$ _____)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

1206

Date of Acceptance: _____ Signature: _____

LK-THROUGH CHECK LIST

DATE: 5/13/80

GENERAL PAINT:

*Touching up caulking
Beside Sink
OK Mrs 5/6/80*

DOOR:

Front Door ☒
Door Sill ☒
Door Lock ☒
Door Hardware ☒
Door Closure ☒
Inset Doors ☒
Shelf ☒ Pole ☒

Light Switch ☒

LIVING ROOM & DINING AREA:

Chandelier ☒
Plugs ☒
Outlet Covers ☒
Windows-Cleaned ☒
Tracks ☒
Screens ☒
Mullions ☒

BEDROOM & PATIO:

Door Latch ☒
Screen Door ☒
Latch ☒
Sill ☒
Work ☒
Inside Windows ☒

BATH:

Windows ☒
Screens ☒
Inset Doors ☒
Shelf ☒ Pole ☒
Bathtub ☒

KITCHEN:

100% New Finish with T. Johnson
Cabinets ☒
Secured ☒
Cleaned (inside & out) ☒
Blemishes ☒
Knobs Adjusted ☒
Hardware ☒
Counter Tops ☒
Sink ☒
Stopper ☒
Faucet ☒
Disposal ☒
Sewer Fan ☒

KITCHEN CONT:

Stove ☒
Cleaned ☒
Side Painted ☒
Burners ☒
Oven ☒
Broiler Pan ☒
Refrigerator ☒
Cleaned ☒
Operating ☒
Bulb ☒
Shoe Mold ☒
Vent ☒
Poles & Shelves ☒
New Outlet Covers - Cleaned ☒
Flooring - Installation ☒
Condition ☒

HALL:

Fuse Box ☒
Thermostat Operable ☒
Smoke Alarm ☒
Light Fixtures (2) ☒
Closet Doors ☒
Shelf ☒ Pole ☒
Utility Shelves ☒

MECHANICAL ROOM:

Cleaned ✓

Light ✓

Door Hardware —

BATH:

Floor ✓

Sani-Base ✓

Exhaust Fan Done

Mirrored Medicine Cabinet - New Condition ✓

Bulbs (4) ✓

Lavatory - Faucets ✓

Drain Stop ✓

Toilet - Functions ✓

New Seat Received ✓

Knobs ✓

Tub ✓

Faucet ✓

Shower Head ✓

Stopper ✓

Ceramic Tile ✓

Caulking ✓

Towel Bar ✓

Shower Rod ✓

Outlet Covers ✓

ROOM #1:

creens ✓
ndows ✓
oset Doors ✓
Shelves ✓ Pole ✓
Light (walk-in) ✓
nt ✓
or - Function ✓
Hardware ✓
tlet Covers ✓

EXTRAS:

ROOM #2:

reens
ndows
oset Doors
Shelves Pole
Light (walk-in)
nt
or - Function
Hardware
tlet Covers

ROOM #3:

reens
ndows
oset Doors
Shelves Pole
Light (walk-in)
nt
or - Function
Hardware
tlet Covers

Richard H. Smith
Sparta Brook Homes of Virginia

5/9/80
Date

John Sweeney
Sub-Contractor

5/9/80
Date

Contingent upon light replacement

JOHN MARK CONSTRUCTION CO.
10935 Indian Head Hwy.
OXON HILL, MARYLAND 20022

INVOICE

No 0394

(301) 292-4400

TO Santa Brook Home

INVOICE DATE

April 25, 1980

SALESMAN

SHIP TO

dry mount et

[Handwritten signature]

YOUR ORDER NO.	DATE SHIPPED	SHIPPED VIA	FOB POINT	TERMS
QUANTITY	DESCRIPTION		UNIT PRICE	TOTAL
	<u>Unit 4355- 47</u>			
	<u>Standard Contract</u>		<u>2435 41</u>	
	<u>Extras</u>			<u>75 00</u>
	<u>04 Mch</u>			
	<u>5/19/80</u>			
	<u>Total</u>			<u>\$2510 41</u>

[Handwritten notes: 4/25/80, 3065 out to, new ck.]

[Handwritten notes: 04 Mch, 5/19/80, Total]

ORIGINAL

Thank You

ACCOUNTS PAYABLE

WALK-THROUGH CHECK LIST

UNIT # _____

DATE: 5/3/81

GENERAL PAINT:

off m. 5/9/81
touch up kitchen

DOOR:

Front Door ☒Door Sill ☒Knocker ☒Hardware ☒Closure ☒Closet Doors ☒Shelf ☒ Pole ☒Light Switch ☒

LIVING ROOM & DINING AREA:

Chandelier ☒Plants ☒Stiles-Covers ☒Windows-Cleaned ☒ cleanTracks ☒Screens ☒Mullions ☒

BALCONY & PATIO:

Door Latch ☒Screen Door ☒Latch ☒Sill ☒Deck ☒Outside Windows ☒

BATH:

Windows ☒Screens ☒Closet Doors ☒Shelf ☒ Pole ☒

at 1211

KITCHEN:

Cabinets ☒Secured ☒ P.O. filler S paperCleaned (inside & out) ☒Blemishes ☒Knobs Adjusted ☒Hardware ☒Counter Tops ☒Sink ☒Stopper ☒Faucet ☒Disposal ☒Light Fix ☒

KITCHEN CONT:

Stove ☒Cleaned ☒Side Painted ☒Burners ☒Oven ☒Broiler Pan ☒Refrigerator ☒Cleaned ☒Operating ☒Bulb ☒Shoe Mold ☒Vent ☒Poles & Shelves ☒New Outlet Covers - Cleaned ☒Flooring - Installation ☒Condition ☒

HALL:

Fuse Box ☒Thermostat Operable ☒Smoke Alarm ☒Light Fixtures (2) ☒Closet Doors ☒Shelf ☒ Pole ☒Utility Shelves ☒

MECHANICAL ROOM:

Cleaned ✓

Light ✓

Door Hardware ✓

BATH: P.O. Replace Floor tile

Floor ✓

Sani-Base ✓

Exhaust Fan ✓

Mirrored Medicine Cabinet - New Condition ✓

Bulbs (4) ✓

Lavatory - Faucets ✓

Drain Stop ✓

Toilet - Functions ✓

New Seat Received ✓

Knobs ✓

Tub ✓

Faucet ✓

Shower Head ✓

Stopper ✓

Ceramic Tile P.O. Replace Tile

Caulking ✓

Towel Bar ✓

Shower Rod ✓

Outlet ✓

BEDROOM #1:

EXTRAS:

Screens _____

Windows _____

Closet Doors _____

Shelves _____

Pole _____

Light (walk-in) _____

Vent _____

Door - Function _____

Hardware _____

Outlet Covers _____

BEDROOM #2:

Screens _____

Windows _____

Closet Doors _____

Shelves _____

Pole _____

Light (walk-in) _____

Vent _____

Door - Function _____

Hardware _____

Outlet Covers _____

BEDROOM #3:

Screens _____

Windows _____

Closet Doors _____

Shelves _____

Pole _____

Light (walk-in) _____

Vent _____

Door - Function _____

Hardware _____

Outlet Covers _____

Richard J. Kersh
Sparta Brook Homes of Virginia

5/9/86
Date

John Summey
Sub-Contractor

5/9/80
Date

* contingent upon Repairing Light F-system

JENNIFER MARK CONSTRUCTION CO.
10935 Indian Head Hwy.
OXON HILL, MARYLAND 20022

INVOICE
No 0393

(301) 292-4400

TO

Spanta Brook Home

INVOICE DATE

April 25, 1980

SALESMAN

[Signature]

SHIP TO

Log Mount Ct

YOUR ORDER NO.	DATE SHIPPED	SHIPPED VIA	F.O.B. POINT	TERMS
QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	
	<i>Unit 4355 - 48</i>			
	<i>Standard Contract</i>	<i>2435 41</i>		
	<i>Extra</i>	<i>216 92</i>		
	<i>CH M</i>			
	<i>5/9/80</i>			
	<i>Total</i>		<i>\$2652 3</i>	

app. [Signature] 4/25/80
subject to price
ck. on contract

ORIGINAL

Thank You

JOHN J. CONSTRUCTION CO. INC.
10935 Indian Head Hwy.
OXON HILL, MARYLAND 20022

INVOICE

No 0395

(301) 292-4400

TO

Spartan Brook Homes

INVOICE DATE <i>April 25/1980</i>	SALESMAN
SHIP TO <i>clay Mount Ct. 13</i>	

YOUR ORDER NO.	DATE SHIPPED	SHIPPED VIA	F.O.B. POINT	TERMS
QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	
	<i>Unit 43.55-44</i>			
	<i>Standard Contract 2 435 41</i>			
	<i>Extran</i>		<i>194</i>	<i>65</i>
<i>agreed 4/25/80</i>				
<i>subject to price ch.</i>				
<i>9/9/80</i>				
			<i>\$2,630.06</i>	

ORIGINAL

Thank You

WALK-THROUGH CHECK LIST

DATE: 5/16/88

4355-45

GENERAL PAINT:

Good

DOOR:

Front Door

Door Sill

Knocker

Hardware

Closure

Closet Doors

Shelf

Pole

Light Switch

LIVING ROOM & DINING AREA:

Chandelier

Vents

Outlets-Covers

Windows-Cleaned

Tracks

Screens

Mullions

BALCONY & PATIO:

Door Latch

Screen Door

Latch

Sill

Deck

Outside Windows

DEN:

Windows

Screens

Closet Doors

Shelf

Pole

Vent

KITCHEN:

Cabinets

Secured

Cleaned (inside & out)

Blemishes

Catches Adjusted

Hardware

Counter Tops

Sink

Stopper

Faucet

KITCHEN CON'T:

Stove

Cleaned

Side Painted

Burners

Oven

Broiler Pan

Refrigerator

Cleaned

Operating

Bulb

Shoe Mold

Vent

Poles & Shelves

New Outlet Covers - Cleaned

Flooring - Installation

Condition

HALL:

Fuse Box

Thermostat Operable

Smoke Alarm

Light Fixtures

Closet Doors

Shelf

Pole

Utility Shelves

1216

MECHANICAL ROOM:

Cleaned

Light

Door Hardware

BATH:

Floor

Sani-Base

Exhaust Fan

Mirrored Medicine Cabinet - New Condition

Bulbs (4)

Lavatory - Faucets

Drain Stop

Toilet - Functions

New Seat Received

Knobs

Tub

Faucet

Shower Head

Stopper

Ceramic Tile

Caulking

Towel Bar

Shower Rod

BEDROOM #1:

Screens ☒

Windows ☒

Closet Doors ☒

Shelves ☒

Pole ☒

Light (walk-in) ☒

Vent ☒

Door - Function ☒

Hardware ☒

Outlet Covers ☒

BEDROOM #2:

Screens ☒

Windows ☒

Closet Doors ☒

Shelves ☒

Pole ☒

Light (walk-in) ☒

Vent ☒

Door - Function ☒

Hardware ☒

Outlet Covers ☒

BEDROOM #3:

Screens ☐

Windows ☐

Closet Doors ☐

Shelves ☐

Pole ☐

Light (walk-in) ☐

Vent ☐

Door - Function ☐

Hardware ☐

Outlet Covers ☐

EXTRAS:

[Signature]
Sparta Brook Homes of Virginia

Date *5/16/80*

[Signature]
Sub-Contractor

Date *5/16/80*

* Contingent upon Cove Base, Kitchen Lights
Scribe Moldy
1218

BOHNMARK CONSTRUCTION INC.
10935 Indian Head Highway
Oxon Hill, Maryland 20022

292-4400

26 March 1980

Cheasapeake Kitchen & Bath
4403 Wheeler Ave
Alexandria, Virginia 22304

ATTN: Jim Turner

Dear Sir:

We give you authorization to order kitchen cabinets for
Ivy Mount.

Sincerely yours,

John C. Sauer

Richard E. McCarty
President
M.

HOLDFAST BUILDERS, LTD.
1101 Connecticut Avenue, N.W.
Washington, D. C. 20036

October 24, 1980

BUILDING #	UNIT #	BASIC COST	WALK FOR EXTRAS	ADDITIONAL EXTRAS	TOTAL EXTRAS	10% of EXTRAS	TOTAL BILLING
7753	51			36.30	36.30	3.63	39.93
"	52			47.20	47.20	4.72	51.92
"	53			102.05	102.05	10.21	112.26
"	54			43.30	43.30	4.33	47.63
"	55			36.30	36.30	3.63	39.93
"	56			36.30	36.30	3.63	39.93
"	57			138.30	138.30	13.83	152.13
"	58			43.30	43.30	4.33	47.63
		\$ 55,650.00	12,607.85	7,601.79	20,209.64	2,020.98	\$ 77,880.62

Basic Cost 55,650.00
Extras + 10% 22,230.62
77,880.62
Less Appliances (17,477.25)
Plus extras not
applicable to
individual unit 99.00
\$ 60,502.37

P. 37
PP

1220

HOLDFAST BUILDERS, LTD.
1101 Connecticut Avenue, N.W.
Washington, D. C. 20036

October 24, 1980

Billing for period ended 10/24/

BUILDING #	UNIT #	BASIC COST	WALK FOR EXTRAS	ADDITIONAL EXTRAS	TOTAL EXTRAS	10% of EXTRAS	TOTAL BILLING
7753	A 1	2,650.00	669.60	255.41	925.01	92.50	3,667.51
"	A 2	2,650.00	515.50	340.25	855.75	85.58	3,591.33
"	A 3	2,650.00	648.81	202.30	851.11	85.11	3,586.22
"	A 4	2,650.00	384.50	114.78	499.28	49.92	3,199.20
"	A 5	2,650.00	1,065.60	106.30	1,171.90	117.19	3,939.09
"	11	2,650.00	1,282.95	96.30	1,379.25	137.93	4,167.18
"	12	2,650.00	1,871.75	141.30	2,013.05	201.31	4,864.36
"	13	2,650.00	272.40	116.30	388.70	38.87	3,077.57
"	14	2,650.00	310.30	102.20	412.50	41.25	3,103.75
"	15	2,650.00	717.08	683.34	1,400.42	140.04	4,190.46
"	16	2,650.00	379.78	145.74	525.52	52.55	3,228.07
"	17	2,650.00	310.10	91.30	401.40	40.14	3,091.54
"	21	2,650.00	786.25	175.74	961.99	96.20	3,708.19
"	22	2,650.00	245.90	269.40	515.30	51.53	3,216.83
"	23	2,650.00	341.70	209.80	551.50	55.15	3,256.65
"	24	2,650.00	395.60	116.30	511.90	51.19	3,213.09
"	25	2,650.00	872.50	1,228.20	2,100.70	210.07	4,960.77
"	26	2,650.00	368.20	390.36	758.56	75.86	3,484.42
"	27	2,650.00	305.80	118.80	424.60	42.46	3,117.06
"	28	2,650.00	258.60	118.80	377.40	37.74	3,065.14
"	31			251.39	251.39	25.14	276.53
"	32			164.70	164.70	16.47	181.17
"	33			117.20	117.20	11.72	128.92
"	34			115.24	115.24	11.52	126.76
"	35			131.30	131.30	13.13	144.43
"	36	2,650.00	604.93	195.14	800.07	80.01	3,530.08
"	37			140.65	140.65	14.07	154.72
"	38			98.30	98.30	9.83	108.13
"	41			116.30	116.30	11.63	127.93
"	42			116.30	116.30	11.63	127.93
"	43			98.30	98.30	9.83	108.13
"	44			98.30	98.30	9.83	108.13
"	45			131.30	131.30	13.13	144.43
"	46			116.30	116.30	11.63	127.93
"	47			98.30	98.30	9.83	108.13
"	48			106.80	106.80	10.68	117.48

1221

HOLDFAST BUILDERS, LTD.
 1101 Connecticut Avenue, N.W.
 Washington, D. C. 20036

October 24, 1980
 Billing for period ended
 October 24, 1980

BUILDING #	UNIT #	BASIC COST	WALK FOR EXTRAS	ADDITIONAL EXTRAS	TOTAL EXTRAS	10% of EXTRAS	TOTAL BILLING
4355	2 B			81.07	81.07	8.11	89.18
"	3 B			126.07	126.07	12.61	138.68
"	4 B			7.86	7.86	.79	8.65
"	5 A			378.19	378.19	37.82	416.01
"	6 A			605.93	605.93	60.60	666.52
"	7 A			660.39	660.39	66.04	726.43
"	8 A			277.42	277.42	27.74	305.16
"	9 A			263.02	263.02	26.30	289.32
"	10A			727.72	727.7	72.77	800.50
"	11			11.00	11.00	1.10	12.10
"	12			11.00	11.00	1.10	12.10
"	13			475.03	475.03	47.50	522.53
"	14			234.52	234.52	23.45	257.97
"	15			170.95	170.95	17.10	188.05
"	16			216.80	216.80	21.68	238.48
"	17			152.46	152.46	15.25	167.71
"	21			7.00	7.00	.70	7.70
"	22			35.09	35.09	3.51	38.60
"	23			7.86	7.86	.79	8.65
"	26			35.09	35.09	3.51	38.60
"	28			20.00	20.00	2.00	22.00
"	33			35.00	35.00	3.50	38.50
"	37			45.00	45.00	4.50	49.50
"	38			45.98	45.98	4.60	50.58
"	41			7.86	7.86	.79	8.65
"	42			128.70	128.70	12.87	141.57
"	45			45.00	45.00	4.50	49.50
"	46			7.86	7.86	.79	8.65
TOTALS				\$ 4,819.88	4,819.88	482.01	5,301.89

Basic Cost
 Extras + 10% \$ 5,301.89
 Additional items
 not charged to
 individual unit 322.27
 \$ 5,624.16

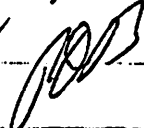
1222

HOLDFAST BUILDERS, LTD.
1101 Connecticut Avenue, N.W.
Washington, D. C. 20036

October 24, 1980
Billing for period ended
October 24, 1980

BUILDING #	UNIT #	BASIC COST	WALK FOR EXTRAS	ADDITIONAL EXTRAS	TOTAL EXTRAS	10% of EXTRAS	TOTAL BILLING
4345	B 1	2,650.00	3,038.60	562.87	3,601.47	360.15	6,611.62
"	B 2	2,650.00	772.60	291.24	1,063.84	106.38	3,820.22
"	B 3	2,650.00	563.60	265.01	828.61	82.86	3,561.47
"	B 4	2,650.00	1,320.24	468.69	1,788.93	178.89	4,617.82
"	5 A	2,650.00	1,324.28		1,324.28	132.43	4,106.71
"	6 A	2,650.00	993.85	66.00	1,059.85	105.99	3,815.84
"	7 A	2,650.00	494.80	(25.30)	469.50	46.95	3,166.45
"	8 A	2,650.00	758.89	66.00	824.89	82.49	3,557.38
"	9 A	2,650.00	528.40	66.00	594.40	59.44	3,303.84
"	10A	2,650.00	1,094.89		1,094.89	109.49	3,854.38
"	11	2,650.00	1,309.82	30.00	1,339.82	133.98	4,123.80
"	12	2,650.00	1,673.23		1,673.23	167.32	4,490.55
"	13	2,650.00	595.33	186.30	781.63	78.16	3,509.79
"	14	2,650.00	455.80	(44.00)	411.80	41.18	3,102.98
"	15	2,650.00	1,197.08		1,197.08	119.71	3,966.59
"	16	2,650.00	1,041.05		1,041.05	104.11	3,795.16
"	17	2,650.00	554.15		554.15	55.42	3,259.57
"	18	2,650.00	232.43	412.52	644.95	64.50	3,359.45
"	24			10.90	10.90	1.09	11.99
"	25			142.00	142.00	14.20	156.20
"	38			98.80	98.80	9.88	108.68
"	42			21.80	21.80	2.18	23.98
TOTALS		\$ 47,700.00	17,949.04	2,618.83	20,567.87	2,056.80	\$ 70,324.47

Basic Cost - 47,700.00
 Extras + 10% - 22,624.47
70,324.47
 Less Cabinets- (5,834.00)
 Less Appliances (14,980.50)
\$ 49,509.97 Total due

P-78


① Modification Agreement Recites:

As of 6/15/86 40 units ^{involved} ~~involved~~

Hence worth sum 87,463.11

As of 6/15/86 19 units ^{involved} ~~involved~~

IVYMOONT 54,577.16

② Units ^{INVOLVED} ~~INVOLVED~~ after 6/15/80 at IVYMOONT 29,659.15

③ Fire Damage Units 16,111.48

④ Inventory 16,021.30

⑤ PARTIAL UNITS 24,851.97

⑥ Purchase Orders 4,293.95

⑦ ADD OAS -

GARY STURGILL

2647.21

235,625.33

PAYMENTS MADE

-156,790.27

954,720.27

BACKCHARGES (HOLDFAST) - LESS \$16.50

for electrical clock
 per unit for electrical clock

- 1,355.50

Less 30.00 per unit for hookup of stove
(11 units)

- 330.00

\$ 77,449.56 Bal. chkd

John Miller

Profit CLAIMED

47,781.13

\$ 124,930.69

BUILDING 4345:

Units 32-38 @ 106.85 = \$1602.75

41-48

BUILDING 4345:

Units 1, 2, 5-10, 13-17, 21-28, 31 @ 71.20 = \$1566.32

BUILDING 4345:

Units 3 & 4 @ 58.55 = \$117.09

BUILDING 4345:

Units 11 & 12 @ 75.04 = \$150.08

BUILDING 4360:

Units 21 & 22, 31-38, 41-48, 51-58 @ 18.29 = \$475.71

BUILDING 4360:

Units 23-28, 16 @ 18.30 = \$128.08

BUILDING 4360:

Units 12-14, 17 @ 5.75 = \$23.00

BUILDING 7753:

Units 41+42, 53-58 @ 5.75 = \$46.00

TOTAL PARTIALS = \$24,856.97

Units INVOICED Prior TO 6/18/86 at INVOICEMENT -

4355	11 - MODEL	44	}	19 UNITS
	12 - MODEL	45		
	13 - MODEL	46		
	14 - MODEL	47		
	15 - MODEL	48		
	16 - MODEL	34		
	17 - MODEL	35		
	41	36	}	<u>\$54,577.16</u>
	42	37		
	43			

UNITS INVOICED AFTER 6/18/80 2+ INY MOUNT-

<u>4355</u>	32	24	-	} 11 units \$ 29,459.15
	33	25		
	38	26		
	21	27		
	22	28		
	23			

PARTIALS

<u>4355</u>	B-1	<u>2566.89</u>	A-5	<u>2173.51</u>	31	<u>588.62</u>
	B-2	<u>1814.53</u>	A-6	<u>1748.13</u>		
	B-3	<u>1706.93</u>	A-7	<u>1896.64</u>		
	B-4	<u>2344.87</u>	A-8	<u>1889.73</u>		
			A-9	<u>1955.39</u>		
			A-10	<u>2057.75</u>		

JOHNMARK CONSTRUCTION INC.

10935 Indian Head Hwy.
OXON HILL, MARYLAND 20022

INVOICE

No 0380

(301) 292-4400

INVOICE DATE <i>April 11, 1980</i>	SALESMAN
SHIP TO	

TO

*Sparta Brook Home**Phase I - Laundry Room - \$ 520.00**Phase II - Storage Room ceiling - \$ 1100*

YOUR ORDER NO.	DATE SHIPPED	SHIPPED VIA	F.O.B. POINT	TERMS
QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	
<i>77²³</i>	HERITAGE WOODS NORTH			
<i>77²⁹</i>	CODE		<i>1,620</i>	<i>00</i>
<i>77²²</i>	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <i>approp. to</i> <i>C/Thank</i> <i>4/12/80</i> </div>			
<i>77³⁴</i>				
	<i>Drywall replace in</i>			
	<i>Storage rooms</i>			
			<i>1,620</i>	<i>00</i>

ORIGINAL

Thank You

ACCOUNTS PAYABLE

CRM 105-3 Available from **NEBS** Inc., Groton, Mass. 01450

JOHNMARK CONSTRUCTION, INC.
10935 Indian Head Highway
Oxon Hill, Maryland 20022

May 2, 1980

D-21
ASB

Mr. Thomas F. Daly
President
Sparta Brook Homes
7753 Patriot Drive
Annandale, Virginia 22003

Re: Heritage Woods North
Ivymount Court

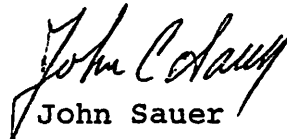
Dear Mr. Daly:

This letter is written to confirm the following facts:

1. As of this date 23 units in Heritage Woods North (list attached) are still considered unaccepted and not due for payment.
2. As of this date 10 units in Ivymount Court (list attached) are still considered unaccepted and not due for payment.
3. It is expressly understood that the above units (items 1 and 2) will only be deemed to be accepted upon written sign-off by Tom Daly only.
4. Effective immediately all remaining units to be completed will be deemed accepted upon written sign-off by Tom Daly only.
5. We have been advanced the amount of \$20,000. for the completion of the units in items 1 and 2 above.

Very truly yours,

JOHN MARK CONSTRUCTION, INC.


John Sauer

Attachment

Heritage Woods North
Unaccepted Units
May 2, 1980

7735 - 107
7735 - 07
7723 - 205
7723 - 107
7723 - 105
7723 - 07
7723 - 06
7717 - 204
7717 - 203
7717 - 202
7717 - 201
7717 - 104
7717 - 103
7723 - 108
7704 - 03
7728 - 202
7716 - 103
7735 - 206
7723 - 207
7717 - 102
7717 - 101
7717 - 03
7717 - 02

Ivymount Court
Unaccepted Units
May 2, 1980

4355 - 11
4355 - 12
4355 - 13
4355 - 14
4355 - 15
5355 - 16
4355 - 17
4355 - 44
4355 - 47
4355 - 48

A D C FAIRWAYS CORP.

7753 Patriot Drive
Annandale, Virginia 22003
(703) 750-2890

July 11, 1980

D-3
PAB

Mr. Richard E. McCarty
President
Johnmark Construction, Inc.
10935 Indian Head Highway
Oxon Hill, Maryland 20022

Re: Acceptance of Units in Ivymount

Dear Mr. McCarty:

We were advised by your firm at 11:30 a.m. Thursday, July 10, 1980, that the following units were complete and ready for our inspection:

Building 4355 - Unit Numbers 21, 22, 23, 24, 25, 26, 27,
28, 32, ~~33~~ and 38

These units were inspected by both you and Mara Ernestsons, our representative. You both found the said units to be incomplete, and, therefore, they are not accepted. Copies of detailed inspection sheets were provided to you at 7:30 p.m., July 10, 1980.

Inasmuch as unit 33 does not have the cove molding installed in the kitchen, this unit as well is not ready for my acceptance.

As of 12 noon this date I have not accepted any units in the Ivymount project.

Very truly yours,

Thomas Dillon

Thomas Dillon
Construction Manager

TD/mds

cc: T. Daly
S. Weissbard
M. Dare

ORIGINAL OF THE ATTACHED RECEIVED, 11:30 AM, July 11, 1980.

[Signature]

CONSTRUCTION ASSIGNMENT GROUP I

TO: John Mark Construction

FROM: June Dunn

DATE: March 13, 1980

SUBJECT: IVY MOUNT

Group I completion date; APRIL 18, 1980

4355-11 F

4355-12 E

4355-13 A

4355-14 A'

4355-15 C

4355-16 F

4355-17 D

CONSTRUCTION ASSIGNMENT GROUP II

TO: John Mark Construction

FROM: June Dunn

DATE: March 13, 1980

SUBJECT: IVY MOUNT

Group II completion date: APRIL 25, 1980

4355-41 F

4355-42 E

4355-43 A

4355-48 A

4355-47 A

4355-44 A

4355-45 C

CONSTRUCTION ASSIGNMENT GROUP III

TO: John Mark Construction

FROM: JUNE DUNN

DATE: March 13, 1980

SUBJECT: IVY MOUNT

Group III completion date: MAY 2, 1980

4355-46 F

4355-31 F

4355-32 E

4355-33 A

4355-38 A

4355-37 A

4355-34 A

CONSTRUCTION ASSIGNMENT GROUP IV

TO: John Mark Construction

FROM: JUNE DUNN

DATE: March 13, 1980

SUBJECT: IVY MOUNT

Group IV completion date: May 9, 1980

4355-35 C

4355-36 F

4355-21 F

4355-22 E

4355-23 A

4355-28 A

4355-27 A

4355-24 A

CONSTRUCTION ASSIGNMENT GROUP V

TO: John Mark Construction

FROM: JUNE DUNN

DATE: March 13, 1980

SUBJECT: IVY MOUNT

Group V completion date: May 16, 1980

4355-25 C

4355-26 F

4355-5 G

4355-6 E

4355-7 A

4355-8 A

4355-9 C

CONSTRUCTION ASSIGNMENT GROUP VI

TO: John Mark Construction

FROM: JUNE DUNN

DATE: March 13, 1980

SUBJECT: IVY MOUNT

Group VI completion date: May 23, 1980

4355-10 G

4355-11

4355-2 A

4355-3 B

4355-4 H

4345-46 F

4345-45 C

CONSTRUCTION ASSIGNMENT GROUP VII

TO: John Mark Construction

FROM: JUNE DUNN

DATE: March 13, 1980

SUBJECT: IVY MOUNT

Group VII completion date: May 30, 1980

4345-44 D

4345-47 D

4345-48 D

4345-43 D

4345-42 E

4345-41 F

4345-36 F

4345-35 C

CONSTRUCTION ASSIGNMENT GROUP VIII

TO: John Mark Construction

FROM: June Dunn

DATE: March 13, 1980

SUBJECT: IVY MOUNT

Group 8 completion date: June 6, 1980

4345-34 D

4345-37 D

4345-38 D

✓ 4345-33 D

✓ 4345-32 E

4345-31 F

4345-26 F

CONSTRUCTION ASSIGNMENT GROUP IX

TO: John Mark Construction

FROM: June Dunn

DATE: March 13, 1980

SUBJECT: IVY MOUNT

Group IX completion date: June 13, 1980

4345-25 C

4345-24 D

4345-27 D

4345-23-D

4345-28 D

4345-22 E

4345-21 F

CONSTRUCTION ASSIGNMENT GROUP X

TO: John Mark Construction
FROM: June Dunn
DATE: March 13, 1980

SUBJECT: IVY MOUNT

Group X completion date: June 20, 1980

4345-16 F
4345-15 C
4345-14 D
4345-17 D
4345-18 J
4345-13 D
4345-12 E

CONSTRUCTION ASSIGNMENT GROUP XI

TO JOHN Mark Construction

FROM: JUNE DUNN

DATE: Maarch 13, 1980

SUBJECT: IVY MOUNT

Group XI completion date: June 27, 1980

4345-11 F

4345-10 G

4345-9 C

4345-8 D

4345-7 D

4345-6 E

4345-5 G

CONSTRUCTION ASSIGNMENT GROUP XII

TO: John Mark Construction

FROM: June Dunn

DATE: March 13, 1980

SUBJECT: IVY MOUNT

Group XII completion date: July 4, 1980

4345-1 I

4345-2 D

4345-3 K

4345-4 H

4360-56 F

4360-55 C

4360-54 A

CONSTRUCTION ASSIGNMENT GROUP XIII

TO: John Mark Construction

FROM: June Dunn

DATE: March 13, 1980

SUBJECT: IVY MOUNT

Group XIII completion date: July 11, 1980

4360-57 A

4360-58 A

4360-53 A

4360-52 E

4360-51 F

4360-46 F

4360-45 C

CONSTRUCTION ASSIGNMENT GROUP XIV

TO: John Mark Construction

FROM: June Dunn

DATE: March 13, 1980

SUBJECT: IVY MOUNT

Group XIV completion date: July 18, 1980

4360-44 A

4360-47 A

4360-48 A

4360-43 A

4360-42 E

4360-41 F

4360-36 F

CONSTRUCTION ASSIGNMENT GROUP XV

TO John Mark Construction

FROM: June Dunn

DATE: March 13, 1980

SUBJECT: IVY MOUNT

Group XV completion date: July 28, 1980

4360-35 C

4360-34 A

4360-37 A

4360-38 A

4360-33 A

4360-32 E

4360-31 F

CONSTRUCTION ASSIGNMENT GROUP XVI

TO: John Mark Construction

FROM: June Dunn

DATE: March 13, 1980

SUBJECT: IVY MOUNT

Group XVI completion date: August 1, 1980

4360-26 F

4360-25 C

4360-24 A

4360-27 A

4360-28 A

4360-22 E

4360-21 F

4360-23 A

CONSTRUCTION ASSIGNMENT GROUP XVII

TO: John Mark Construction

FROM: June Dunn

DATE March 13, 1980

SUBJECT: IVY MOUNT

Group XVII completion date: August 8, 1980

4360-16 F

4360-15 C

4360-14 A

4360-17 D

4360-13 A

4360-12 E

4360-11 F

CONSTRUCTION ASSIGNMENT GROUP XVIII

TO: John Mark Construction

FROM: JUNE DUNN

DATE: March 13, 1980

SUBJECT: IVY MOUNT

Group XVIII completion date: August 22, 1980

4360-1 G

4360-2 E

4360-3 A

4360-4 B

4360-5 H

CONSTRUCTION ASSIGNMENT GROUP XIX

TO: John Mark Construction

FROM: June Dunn

DATE: March 13, 1980

SUBJECT: IVY MOUNT

Group XIX completion date: August 29, 1980

7753-51 F
7753-52 E
7753-53 A
7753-58 A
7753-57 A
7753-54 A
7753-55 C

CONSTRUCTION ASSIGNMENT GROUP XX

TO: John Mark Construction

FROM: June Dunn

DATE: March 13, 1980

SUBJECT: IVY MOUNT

Group XX completion date: September 5, 1980

7753-56 F
7753-41 F
7753-42 E
7753-43 A
7753-48 A
7753-47 A
7753-46 F

CONSTRUCTION ASSIGNMENT GROUP XXI

TO: John Mark Construction
FROM: June Dunn
DATE: March 13, 1980

SUBJECT:

Group XXI completion date: September 12, 1980

7753-45 C
7753-44 A
7753-31 F
7753-32 E
7753-33 A
7753-38 A
7753-37 A

CONSTRUCTION ASSIGNMENT GROUP XXII

TO: John Mark Construction
FROM: June Dunn
DATE: March 13, 1980

SUBJECT: IVY MOUNT
II

Group XXII completion date: September 19, 1980

7753-34 A
7753-35 C
7753-36 F
7753-21 F
7753-22 E
7753-23 A
7753-28 A

CONSTRUCTION ASSIGNMENT GROUP XXIII

TO: John Mark Construction
FROM: JUNE DUNN
DATE: March 13, 1980

SUBJECT: IVY MOUNT
(1)

Group XXIII completion date: September 26, 1980

7753-27 A
7753-24 A
7753-25 C
7753-26 F
7753-11 F
7753-12 E
7753-13 A

CONSTRUCTION ASSIGNMENT GROUP XXIV

TO: John Mark Construction
FROM: JUNN DUNN
DATE: March 13, 1980

SUBJECT: IVY MOUNT

Group XXIV completion date: October 3, 1980

7753-14 A
7753-17 D
7753-16 F
7753-15 C
7753-1 G
7753-2 E
7753-3 A

CONSTRUCTION ASSIGNMENT_GROUP XXV

TO: John Mark Construction

FROM: JUNE DUNN

DATE: March 13, 1980

SUBJECT: IVY MOUNT


Group XXV completion date: October 10, 1980

7753-4 B

7753-5 H

D-5 ~~2~~
B3

M E M O R A N D U M

TO: Thomas Dillon
FROM: Thomas F. Daly 
SUBJECT: Ivymount - Unit Acceptance
DATE: June 26, 1980

By vitrue of this memorandum you are hereby authorized to accept units presented by JohnMark Construction with reference to the Ivymount contract.

TFD/mds

WALK FOR EXTRAS SHEET

APARTMENT NO# 1ASSIGNMENT GROUP DPBBUILDING 4355COMPLETION DATE as to amountWALKED FOR EXTRAS DPBDATE ACCEPTED DPB

Complete Re-Kaul

EXTRAS

sub. flooring in Hall to be
determine latter. and Bed. Rm. ?

		UNIT PRICE
1.	replace entry door	302 ⁵⁰
	replace plywood Panel 3'x8' in door	
2.	in foyer closet	48 ⁰⁰
	replace 60' Base, mold. Riv. Rm	66 ⁰⁰
3.	Stain Kill 1/2 apt.	250 ⁰⁰
	2-Coats of Paint	275 ⁰⁰
4.	replace (2) Patio screens	92 ⁴⁰
	replace (1) slider Glass	44 ⁰⁰
5.	replace Dead Bolt Mech. Door	27 ⁵⁰
	Repair Mech. Rm Door	27 ⁵⁰
6.	replace (1) screen Bed #1	27 ⁵⁰
	replace (1) slider Glass Bed #1	44 ⁰⁰
7.	replace (1) screen Bed #2	27 ⁵⁰
	replace (1) slider Glass Bed #2	44 ⁰⁰
8.	replace (2) Telephone Plates	1 ⁶⁵
	replace 4" Drywall Bed #	22 ⁰⁰
9.	replace (1) 2'-0" x 6'-8" Bed #3 Closet	48 ⁰⁰
	reinstall Comode Bed #3 & Toilet Mech.	42 ⁰⁰
10.	replace 20" Ceramic Tile shower & behind Comode. Bath	171 ⁰⁰
		25 ³⁰
11.	replace (2) screens & 1 slider Glass	99 ⁰⁰
	replace 15 rectangular plates	28 ⁰⁰
		6

12.

Bill Romano 1/28/80
J. Dillon 7/29/80

TOTAL AMOUNT

11605.3

APARTMENT NO# 4

ASSIGNMENT GROUP _____

BUILDING 4355

COMPLETION DATE _____

WALKED FOR EXTRAS _____

DATE ACCEPTED _____

Complete re - Hance Contract

no - inspections Elec. & Plumb.

EXTRAS

Clean Brick Wall (Smoke Stains)

39.60

	UNIT PRICE
1. Repair front entry door	27.50
2" # drywall Liv. Wall	12.10
2. replace (1) sliding fixed Glass Panel	44.00
fit & adjust Pated Doors	16.50
3. replace (2) Patio screens	92.40
remove Base on Brick Walls	8.25
4. Caulk 171 Bed #1	16.50
replace (1) screen	27.50
5. adjust frame on left fixed Panel Bed #1	16.50
replace (1) fixed Panel Glass	44.00
6. replace (1) slider Bed #2	44.00
Caulk 22 around Bed #2 window	4.84
7. 4" # drywall Bed #2	8.50
replace (2) screens Bed #3	55.00
8. replace (1) Slider Glass Bed #3	44.00
replace 25 # Ceramic Tile Bath #2	151.25
9. 2 - Grey Commode Caps	3.30
repair Bed #3 Closet	16.50
10. replace Bed #3 elec. switch	7.15
replace 8 fuses	4.50
(4) Don Hooks	6.40
11. 10' Base molding	11.00

12. replace (1) elec. Plug. Fix. Rm. 715
Paint Mech. Rm. Door & install Door 4400
SALT

✓: K. L. L. 11. 27/80

TOTAL AMOUNT

782.94

W. L. L. 11. 29/80

WALK FOR EXTRAS SHEET

APARTMENT NO. # 6

BUILDING 4355

ASSIGNMENT GROUP _____

COMPLETION DATE _____

WALKED FOR EXTRAS _____

DATE ACCEPTED _____

EXTRAS

1.

Cabinets + Supplies stored

UNIT PRICE

*in unit will walk after material
is distributed.*

2.

3.

4.

5.

6.

7.

8.

9.

10.

11.

12.

TOTAL AMOUNT



LOAN AGREEMENT

Dated as of August 15, 1979

**CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO**

a national banking association
having its office at
231 South LaSalle Street
Chicago, Illinois 60693

(the "Bank"),

ADC FAIRWAYS CORP.

a Maryland corporation
having its office at
4415 Briarwood Court,
Annandale, Virginia 22003

(the "Borrower")

AND

THOMAS F. DALY
94 Cleveland Drive
Croton-on-Hudson
New York 10520

(the "Guarantor")

LOCATION OF PROPERTY:

Fairfax Heritage Condominiums
III, IV, V, VI and VIII and undeveloped area
Annandale, Virginia

LOAN AMOUNT: \$12,901,674

INDEX

	<u>Section</u>	<u>Page</u>
Recitals.....		
Representations and Warranties of Borrower...	1	4
The Bank's Agreement to Lend.....	2	7
Covenants of Borrower.....	3	9
Conditions of the Bank's Obligation to Make the First Loan Advance.....	4	13
Conditions of the Bank's Obligation to Make Advances After the First Advance.....	5	17
Borrower's Obligations Regarding the Condominium Act of the Commonwealth of Virginia.....	6	18
Events of Default.....	7	19
General Provisions.....	8	24

EXHIBITS

Legal Description	--	A
Project Budget	--	B

LOAN AGREEMENT

THIS AGREEMENT is made as of August __, 1979 by and between ADC FAIRWAYS CORP., a Maryland corporation having its office at 4415 Briarwood Court, Annandale, Virginia 22003 (the "Borrower"), THOMAS F. DALY, a resident of New York (the "Guarantor") and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association having its office at 231 South LaSalle Street, Chicago, Illinois 60693 (the "Bank").

R E C I T A L S:

A. The Premises. By contract dated July 30, 1979 between Goldbar Realty, Inc. and other sellers therein named (herein called the "Sellers") and Borrower (the "Purchase Contract"), Borrower has contracted to purchase certain real estate known as Sections III, IV, V, VI and VIII of Fairfax Heritage, in Annandale, Fairfax County, Virginia, which real estate is legally described in Exhibit A attached hereto and made a part hereof, together with all buildings, improvements, fixtures and personal property of the Seller located thereon (collectively herein called the "Premises").

The Premises have been improved with 18 mid-rise and garden apartment buildings comprising a total of 510 apartment units, together with attendant amenities including parking spaces, tennis courts and a swimming pool. Each of the Sections has been established by the Sellers as a separate condominium regime as follows:

<u>Section</u>	<u>No. of Buildings</u>	<u>No. of Units</u>	<u>Configuration</u>
III	11	211	Garden Apartments
IV	3	127	Mid-rise
V	2	83	Mid-rise
VI	1	83	Mid-rise
VIII	1	44	Mid-rise

The closing of the purchase of the Premises is presently scheduled to take place on or about August 15, 1979 at the offices of Boothe, Prichard & Dudley in Fairfax, Virginia.

B. The Project. Upon obtaining title to the Premises, Borrower proposes to offer the condominium units in the Premises for sale to the public. Borrower plans to do renovation and repair work in the individual apartment units and the common areas of each of the existing condominium regimes in the aggregate amount of approximately \$3,330,000. The Premises, in the process of improvement by such renovation and repair work, are sometimes hereinafter called the "Project" and such renovation and repair work is sometimes hereinafter called the "construction of the Project".

Borrower plans to combine the five Sections into three expandable condominiums as follows:

Briarwood Court - Section VI, which may be expanded to include Section V;

Ivymount Court - Section IV, which may be expanded to include Section VIII; and

Heritage Woods North - Section III, to be divided into a first phase of 111 units and an expandable phase of 100 units.

In this connection, Borrower will make necessary changes to the existing condominium documentation, prepare Public Offering Statements and register the same with the Virginia Real Estate Commission.

C. Financing Request. Borrower desires to arrange short-term financing for the purchase of the Premises and the renovation and sales program. Borrower has applied to the Bank for a loan for such purposes in an amount not to exceed \$12,901,674. The loan is to be secured by, among other things, a mortgage or deed of trust which provides the Bank with a first lien on the Premises. Borrower has submitted to the Bank a Project Budget, which includes a cash flow projection, setting forth its expected cash requirements for the Project. Such Budget, as approved by the Bank, is attached hereto as Exhibit B. Borrower will invest \$500,000 of its own funds in the Project by applying such funds to the closing of the purchase of the Premises.

D. Loan Terms. The loan will be due on or before January 31, 1981 and will bear interest, payable monthly, at the Prime Rate (as defined in Section 3.1) in effect from time to time plus 2% until maturity, and, after maturity, at the Prime Rate plus 4%. Interest shall be computed for the actual number of days elapsed on the basis of a year consisting of 360 days. Borrower has agreed to pay the Bank a non-refundable commitment fee equal to 2% of the amount committed hereunder, which is considered to be fully earned upon the execution of this Agreement. One half of the commitment fee, or \$129,017, shall be paid out of the proceeds of the first loan disbursement hereunder, with the balance to be paid in the form of release fees of \$253 per unit at each unit closing, and any balance due and payable at maturity upon the final release of the Bank's mortgage.

E. Condominium Unit Sales. The apartments will be offered for sale to the public as condominium units. The closing of each sale will be made under contract terms acceptable to the Bank and at the applicable price listed in the Schedule of Prices to be submitted to the Bank for its discretionary approval prior to the commencement of any offerings or sales to tenants in the Project or others. 90% of gross sales proceeds will be paid to the Bank in repayment of the loan, together with the \$253 per unit release fee. The term "gross sales proceeds" is defined as the unit sales price.

F. Special Provisions. Special provisions relating to the first loan disbursement of approximately \$8,300,000, which is to be applied to the acquisition cost of the Premises, are set forth in Section 4.9. ✓

G. Reliance. In reliance upon, and in consideration of the truth and accuracy of the foregoing recitals, the Bank is willing and hereby agrees to furnish Borrower the requested financing, upon the terms and conditions hereinafter set forth.

THEREFORE, in consideration of the foregoing and of the mutual covenants, conditions and agreements herein contained, the parties hereto agree as follows:

SECTION 1 -- REPRESENTATIONS AND WARRANTIES
OF BORROWER

The foregoing recitals are hereby made a part hereof and constitute representations of Borrower and Borrower further represents and warrants as follows:

1.1 As of the date of first disbursement hereunder, and at all times thereafter until the funds loaned hereunder

have been paid in full, Borrower will have good fee simple title to the Premises and all of the condominium units therein (except to the extent of unit sales as contemplated herein).

1.2 The financial statements of Borrower and the Guarantor, copies of which have been furnished to the Bank, have been prepared in conformity with generally accepted accounting principles and fairly represent the financial condition of Borrower and the Guarantor as of their respective dates and, since such dates, there has been no material change in the financial condition of Borrower or the Guarantor.

1.3 The Project does not now, and when completed will not then, violate any applicable statute, law, regulation, rule, ordinance or order whatsoever, including without limitation the Condominium Act of the Commonwealth of Virginia (the "Act"), environmental, securities, public highway, zoning or building laws, ordinances, rules, regulations or orders of any governmental authority or agency, contractual arrangements with third parties, or any covenants or restrictions of record. All consents, licenses, and permits required to complete the construction of the Project have heretofore been obtained or will be obtained before funds for such work are disbursed.

1.4 Borrower is a duly organized and existing Maryland corporation, holding a certificate of authority to transact business in Virginia and is in good standing under the laws of both such states. Borrower is wholly-owned by Sparta Brook Construction Corp., a New York corporation which is wholly-owned by the Guarantor.

1.5 The Guarantor will personally be in charge of Borrower's condominium sales program. The sales program will be primarily directed to sales for occupancy by purchasers. There will be no rental pool or any formal rental program or any rental management services offered. The advertising, promotional and sales conduct of the program will be in full compliance with all applicable laws and regulations.

1.6 Neither this Agreement nor any document, financial statement, report, notice, schedule, certificate, statement or other writing required herein to be furnished, or furnished to the Bank by Borrower or the Guarantor, contains any untrue statement of a material fact or omits to state a fact material to this Agreement.

1.7 As of the date of initial disbursement of Loan proceeds there will be no actions, suits or proceedings pending or, to the knowledge of Borrower, threatened against or affecting Borrower or the Premises before any court or any governmental, administrative, regulatory, adjudicatory or arbitral body or agency of any kind which is not fully covered by insurance or which will materially adversely affect performance by and of such parties of any of their obligations pursuant to and as contemplated by the terms and provisions of this Agreement.

1.8 The foregoing representations and warranties, as well as the recital representations, will be true at the date of the first disbursement and at the dates of all subsequent disbursements of any loan proceeds hereunder, except for the necessary effect of the transactions contemplated by this Agreement.

SECTION 2 -- THE BANK'S AGREEMENT TO LEND

2.1 On the terms and conditions herein set forth, and in reliance on the prompt and faithful performance by Borrower of all the terms and provisions of this Agreement, the Bank agrees to lend to Borrower, from time to time, such sums as may be requested by Borrower, not to exceed in the aggregate the principal amount of \$12,901,674 (hereinafter called the "Loan Amount"), for the purposes of financing part of the acquisition cost of the Premises and paying renovation costs, sales costs, debt service, and fees. The loan will bear interest and mature in accordance with the provisions of Section 3.1 below. 90% of gross sales proceeds shall be applied to the repayment of the loan and the unpaid balance of the loan shall be repaid by Borrower at maturity.

2.2 The Loan will be disbursed as follows:

- (i) the Initial Advance of approximately \$8,300,000 (plus or minus closing prorations) (the "Initial Advance") shall be forwarded to Boothe, Prichard & Dudley, as set forth in Section 3.1 below, for disbursement at the closing of the acquisition of the Premises.
- (ii) Upon such closing, the Bank will also disburse the amount of \$129,017 towards payment of the commitment fee;
- (iii) the balance of the Loan shall be disbursed from time to time when requested by Borrower and provided each such request is pursuant

to the Project Budget as such Project Budget may be modified with the consent of the Bank, and is accompanied by such cancelled checks, paid bills, vouchers, lien waivers, invoices and/or other back-up information and data as the Bank may reasonably request.

2.3 The Bank shall not be required to consent to execute a joinder to the recording of, or subordinate the lien of its mortgage to the Condominium Documents (as hereinafter defined) relating to any Section of the Premises or release its mortgage lien as to any unit unless and until at the time of the consent units owning an aggregate of at least 50% of the common elements in such Section have been sold and units owning an aggregate of at least 40% of the common elements in such Section have been scheduled and are ready to be closed within the 4-week period next following the execution and delivery of said joinder or subordination by the Bank. The closing of the sale of said units owning an aggregate of at least 40% of the common elements in such Section within such 4-week period is herein referred to as a "mass closing". The mass closings for each of the Sections shall be completed by the following dates:

Section VI	-	October 31, 1979
Section III (Phase 1)	-	November 30, 1979
Section V	-	December 31, 1979
Section III (Phase 2)	-	February 29, 1980
Section VIII	-	May 31, 1980
Section IV	-	August 31, 1980

A unit shall be deemed to have been sold if (i) a contract for sale (in form and substance approved by the Bank) has been entered into by Borrower with a bona fide purchaser at the sale price for such unit as shown on the Schedule of

Prices last approved by the Bank, subject to discounts to existing tenants allowable thereunder, and such contract provides for a closing within six months of signing of the contract, and (ii) a cash earnest money deposit of at least 2-1/2% of the purchase price has been made by purchaser and deposited by Borrower in a segregated funds account at the Bank, or in the customary form of closing escrow with a title company reasonably acceptable to the Bank, (iii) any mortgage or other contingency clause respecting any such sale has been either waived or satisfied and (iv) the statutory 10-day rescission period shall have expired.

2.4 Each advance hereunder shall be made not more frequently than twice in any calendar month at the office of the Bank upon at least five full business days' prior notice to the Bank specifying the amount of the proposed advance. The unpaid balance of the loan shall be repaid by Borrower at maturity.

SECTION 3 -- COVENANTS OF BORROWER

Borrower hereby covenants and agrees to:

3.1 Execute and deliver to the Bank its promissory note in the principal amount of \$12,901,674 (hereinafter called the "Note") payable to the order of the Bank, maturing on or before January 31, 1981, with interest on the principal amount outstanding from time to time thereon computed from the date of each advance until maturity at the Prime Rate in effect from time to time plus 2%, with interest only to be payable until maturity.

After maturity, whether by acceleration or otherwise, the outstanding principal balance of the Note shall bear interest at the Prime Rate plus 4%. The Note shall provide for payment in full of the outstanding principal and accrued but unpaid interest evidenced thereby on the maturity date. As used herein, the term "Prime Rate" shall mean the rate per annum charged by the Bank for 90-day unsecured loans made by it at Chicago, Illinois, to commercial customers of the highest credit standing. Changes in the rate of interest hereunder due to changes in the Prime Rate shall be effective on the date as of which the Bank changes the Prime Rate. Payments shall be made on the Note as condominium units are sold with 90% of gross sales proceeds applied to such payments.

3.2 Execute and deliver to the Bank a mortgage or deed of trust (the "Mortgage") securing the payment of the Note and all liabilities of Borrower hereunder and constituting a valid first lien on the Premises, and granting to the Bank a security interest in and to all personal property, fixtures and equipment owned or to be owned by Borrower, used or useful to the operation or enjoyment of the Project, together with appropriate financing statements under the Uniform Commercial Code.

3.3 Execute and deliver to the Bank a lease and rent assignment (hereinafter called the "Lease and Rent Assignment") assigning all present and future leases of space in the Premises and rentals received thereunder to the Bank to further secure the Note.

3.4 Execute and deliver to the Bank an assignment of all the Borrower's right, title and interest in and to all

present and future condominium unit purchase agreements (hereinafter called the "Assignment of Unit Purchase Agreements").

3.5 Cause the Guarantor to execute and deliver to the Bank his guaranty (the "Guaranty") of the repayment by Borrower of its obligations hereunder.

3.6 The Note, Mortgage, Lease and Rent Assignment, Assignment of Unit Purchase Agreements, and Guaranty (which documents and any amendments or modifications thereto are sometimes hereinafter collectively called the "Loan Papers"), shall be security for the payment of all funds advanced pursuant to this Agreement and all obligations of Borrower hereunder, and shall be in form and content satisfactory to the Bank.

3.7 Deliver to the Bank such certified copies of its articles of incorporation, or, by-laws, certifications, affidavits, pricing schedules, opinions of counsel, easement agreements, licenses and permits, security agreements and such other documentation as may be necessary, in the Bank's judgment, to authorize and support the execution and delivery of all documents contemplated by this Agreement.

3.8 Complete each segment of the renovation and repair work on the Premises, lien free, by the applicable dates set forth in the Project Budget or by such later date as may be consented to by the Bank, and comply in all respects with the requirements of all concerned governmental agencies, authorities or instrumentalities, including the requirements of the National Environmental Policy Act of 1969, as amended from time to time.

3.9 Keep the Project free and clear of all liens for charges of labor, materials, supplies or services; and pay, as soon as they become payable, all taxes and special assessments accruing thereon, including, if required by the Bank, payments of all installments of special assessments levied but not yet payable, together with all personal property taxes.

Notwithstanding the foregoing, Borrower shall not be required to pay any lien claim, tax or assessment deemed excessive or invalid or otherwise contested by Borrower so long as Borrower shall in good faith object to or otherwise contest the validity of same by appropriate legal proceedings and provided further that, prior to the institution of any such legal proceedings, Borrower shall, upon demand by the Bank, as protection and indemnity against loss or damage resulting therefrom, either (i) obtain from a title insurance company satisfactory to the Bank a guaranty over such claim, or (ii) deposit, either in cash or securities acceptable to the Bank, an amount sufficient in the Bank's judgment to cover the claim for lien or the unpaid or protested portion of any such tax or assessment, together with any costs and penalties thereon which may thereafter accrue.

3.10 Submit to the Bank for its review and approval the form of Public Offering Statement relating to each condominium regime which Borrower has filed or proposes to file with the Virginia Real Estate Commission. No unit sales shall be closed under any contract form not approved by the Bank or at a price in excess of that specified in the applicable Schedule of Prices.

3.11 Borrower shall not make distributions to its stockholder from any sources until the Note, or any extensions or renewals thereof, has been entirely repaid.

3.12 Borrower shall not enter into any agreement containing any provision which would be violated or breached by the performance of its obligations hereunder or under any instrument or document delivered or to be delivered by it hereunder or in connection herewith.

3.13 Obtain, prior to initial disbursement hereunder, commitment letters from one or more lending institutions evidencing commitments to make end loans to qualified unit purchasers in an aggregate amount of at least \$13,000,000, principally for 90% and 95% financing, all in form and substance and from institutions satisfactory to the Bank.

**SECTION 4 -- CONDITIONS OF THE BANK'S OBLIGATION
TO MAKE THE FIRST LOAN ADVANCE**

The Bank shall not be obligated to make an advance of loan proceeds hereunder until it has received the Loan Papers and the following further conditions shall have been satisfied:

4.1 The representations and warranties made in Section 1 hereof shall be true and correct on and as of the date of the advance (before and after giving effect thereto) with the same effect as if made on such date.

4.2 Borrower shall have furnished to the Bank an American Land Title Association Standard Loan Policy (Revised Coverage - 1970), insuring the Bank against loss or damage by reason of defects in title protected by said policy, or a report on title indicating a willingness to issue such a policy, issued by a title guarantee company satisfactory to the Bank, in the aggregate amount of \$12,901,674, guaranteeing, as of a date

aggregate amount of \$12,901,674, guaranteeing, as of a date not earlier than two days prior to the initial advance, the Mortgage to be a valid first lien on the Premises, subject only to existing condominium documentation, current general real estate taxes not delinquent, zoning and building laws or ordinances, existing unrecorded leases, the making of actual disbursements on account of the loan, and to such other matters and things as may be approved by the Bank. Said title policy or commitment shall include a proper legal description of the Premises, all in form satisfactory to the Bank.

4.3 Borrower shall have furnished to the Bank engineer's surveys and architectural and engineering reports on the Premises, all in form and substance satisfactory to the Bank.

4.4 Borrower shall have furnished to the Bank insurance policies in companies, coverages and amounts satisfactory to the Bank, insuring the Project against loss or damage by fire and such other hazards as may be requested by the Bank, including, but not by way of limitation, extended coverage, vandalism, malicious mischief, workmen's compensation, public liability, Federal flood insurance if and as required under the National Bank Act, for 100% of the insurable value of all construction work in progress from time to time. Each such policy shall be maintained in full force and effect until all loans hereunder have been paid in full. Borrower will furnish the Bank with copies of all reports being submitted from time to time to insurers for increasing or updating all policy coverage. All policies shall contain loss payable and other provisions satisfactory to the Bank and shall be delivered to the Bank.

4.5 There shall be no substantial unrepaired damage to the Project by fire or other casualty which is not covered by insurance collected or in the process of collection in amounts adequate, in the Bank's judgment, to complete and pay for such damage.

4.6 The Bank shall have received favorable opinions of counsel, dated as of the initial advance hereunder and addressed to the Bank, as follows: (i) Borrower is a corporation duly organized, existing and in good standing under the laws of the State of Maryland and duly qualified to transact business and in good standing under the laws of the Commonwealth of Virginia; (ii) this Agreement and the Loan Papers are the valid, legal and binding obligations of Borrower, and where applicable, of the Guarantor, enforceable in accordance with their respective terms, subject only to the effect of bankruptcy, insolvency and other similar laws affecting creditors' rights generally; (iii) neither the Project nor any existing uses of the Premises violates or any covenants, easements or restrictions of record; (iv) and the transactions contemplated hereby are non-usurious transactions under Virginia law. Subparagraphs (i) and (ii) of the foregoing may be covered by Borrower's counsel and subparagraphs (iii) and (iv) by the Bank's local counsel.

4.7 No Event of Default (as hereinafter defined) shall have occurred, nor shall any circumstances exist which, with the giving of notice or the passage of time, or both, would, in the reasonable opinion of the Bank, constitute an Event of Default. In this connection, Borrower agrees to furnish the Bank with prompt notice of any threatened or pending litigation

or governmental proceedings which adversely affect, or could possibly so affect, the financial condition of Borrower or the Guarantor or the timely completion and success of the Project.

4.8 Borrower shall also furnish the Bank a verified Application for Advance showing, in itemized and cumulative form, the aggregate cost to Borrower of any items of expense listed in the Project Budget, theretofore actually incurred by Borrower, together with waivers of mechanics' and materialmens' liens for any labor or material supplied for which disbursement is requested. Should the Bank reasonably conclude that said aggregate undisbursed balance of the loans to be made hereunder shall be or become insufficient to pay for the completion of the Project, the condominium sales program and the payment of all costs and charges of every kind and nature in connection therewith, Borrower shall forthwith, upon demand, deposit the amount of such estimated deficiency with the Bank, and such deposit shall first be exhausted before any further disbursement of the proceeds of the loan shall be made, or shall otherwise satisfy the Bank that such deficiency will be met. Borrower will also comply with all internal disbursement procedures of the Bank.

4.9 The Bank agrees to disburse, at the closing of the purchase of the Premises by Borrower, approximately \$8,300,000 (plus or minus prorations under the Purchase Contract) to Boothe, Prichard & Dudley, the Bank's local counsel, under instructions to distribute such funds to the Sellers (and, if appropriate, to holders of prior debt secured by the Premises) at such time as (i) Borrower has deposited \$500,000 of its own funds at the closing for payment to the Sellers and (ii) Lawyers Title

Insurance Company indicates its readiness to issue the title commitment or policy required at Section 4.2.

**SECTION 5 -- CONDITIONS OF THE BANK'S OBLIGATION TO
MAKE ADVANCES AFTER THE FIRST ADVANCE**

The Bank's obligation to make any advance after the first advance shall be subject to the satisfaction of the following conditions:

5.1 All conditions of the first advance shall have been satisfied.

5.2 Borrower shall have furnished the Bank with a current Application for Advance, showing changes in, or variations from, and all additions to the last preceding Application, with each component part of the Application being signed or sworn to, as the case may be, by the same person or entities required in the last preceding Application, together with (i) waivers of mechanics' and materialmens' liens for all labor and material supplied to the date of the current Application and (ii) all material changes in the plans and specifications and costing figures, all subject to the written approval of the Bank.

5.3 There shall be no substantial unrepaired damage to the Project by fire or other casualty which is not covered by insurance collected or in the process of collection.

5.4 The title insurance company shall have furnished a current written endorsement on title to the Premises stating in effect that it has again examined the title to the Premises and that there has been no adverse change in the condition of title since the last such examination, and which later report

shall also (i) contain said title company's interim guarantee for all loan disbursements, including the amount of the advance then being made, (ii) cover a date not earlier than two days prior to the making of the applicable subsequent advance and (iii) contain the endorsements set forth in Section 4.2.

SECTION 6 -- BORROWER'S OBLIGATIONS REGARDING THE
CONDOMINIUM ACT OF THE COMMONWEALTH OF
VIRGINIA

6.1 Borrower agrees to combine the five existing condominiums comprising the Premises into three expandable condominiums, as set forth and designated in Recital Paragraph B above, by the submission to the Virginia Real Estate Commission and the execution and recording of appropriate amendments to the existing condominium declarations, bylaws, rules and regulations, plats and covenants of record (hereinafter collectively the "Condominium Documents") all in form and substance approved by the Bank. Borrower and the Bank further agree that each will execute or cause to be executed any documents or certifications which may be required by the title insurer to insure the title to and status of the Premises as condominiums under the Act.

6.2 Upon the closing of each sale of a condominium unit in the Premises, the Bank agrees that it will deliver to Borrower a partial release of the lien of the mortgage and termination statements releasing the security interests under the other Loan Papers as to said unit and its appurtenant percentage interest in the common elements upon payment to the Bank of the \$253 per unit release fee and 90% of the gross proceeds of such sale, said proceeds to be applied to Borrower's

indebtedness created hereunder. The Bank will release the Mortgage and such security interests on the remainder of the Premises upon payment in full of all sums owned hereunder.

SECTION 7 -- EVENTS OF DEFAULT

7.1 Each of the following shall constitute an Event of Default hereunder:

- (a) If there shall be a failure to pay, when due, the principal of the Note, or any installment of interest thereon, and such failure shall continue for a period of fifteen (15) days after written notice thereof from the Bank to Borrower; or
- (b) If, for any reason whatsoever, there shall be an uncured default under any of the terms and provisions of the Loan Papers (other than the Note), or any other of the various loan documents given to secure the Bank's loan and such default shall remain uncured for thirty (30) days after written notice thereof from the Bank to Borrower; or
- (c) If Borrower shall fail to keep and perform any other covenant or condition herein contained on Borrower's part to be kept and performed, and such failure shall continue for thirty (30) days after written notice thereof from the Bank to Borrower; or
- (d) If any representation or warranty made herein by Borrower or otherwise made in writing in connection with this Agreement shall prove to be or to have been false in any material respect either when made

or subsequently, and such representation or warranty is not corrected within thirty (30) days after written notice thereof shall have been given to Borrower; or

- (e) If the Project, or any material part thereof, is materially damaged or destroyed by fire or other casualty and the loss is not, in the Bank's opinion, adequately covered by insurance actually collected or in the process of collection, and if Borrower shall fail to deposit the deficiency with the Bank; or
- (f) If Borrower or the Guarantor makes an assignment for the benefit of creditors; or petitions or applies to any tribunal for the appointment of a trustee or receiver for itself or for any substantial part of its assets; or commences any proceedings under any bankruptcy, arrangement, insolvency, readjustment of debt or statute of any jurisdiction, whether now or hereafter in effect; or if any such petition or application is filed or any such proceedings are commenced, and Borrower or the Guarantor by any act indicates its approval thereof, consent thereto, or acquiescence therein, or an order is entered appointing any such trustee or receiver, or adjudicating Borrower or the Guarantor bankrupt or insolvent, or approving the petition in any such proceedings; and such order remains in effect for more than sixty (60) days or such proceedings shall not be dismissed within ninety (90) days; and such

order remains undischarged and unstayed for a period in excess of sixty (60) days provided that, during such 60 or 90 day period, as the case may be, the Bank, in its discretion, may refuse to make any disbursement of funds under this Agreement; or

(g) If Borrower fails to comply with any requirement, relative to the Premises or the Project, of any governmental authority having jurisdiction thereof, within thirty (30) days after notice in writing of such requirement shall have been given to Borrower, or within such further time, not to exceed sixty (60) days as is reasonable under the circumstances; or

(h) If Borrower fails either to deposit with the Bank the amount of any deficiency anticipated by the Bank pursuant to Section 4.8 within thirty (30) days after written request for such deposit shall have been given to Borrower;

(i) Any order or decree is entered by any court of competent jurisdiction directly or indirectly enjoining the construction or completion of the Project or the sale of condominium units therein or enjoining or prohibiting the Bank (except for reasons not relating to this loan) or Borrower, or either of them, from performing any of their obligations under this Agreement, and such order or decree is not vacated, and the proceedings out of which such order or decree arose are not

dismissed, within thirty (30) days after the granting of such decree or order;

- (j) If, in the reasonable judgment of the Bank, there is a material adverse change in the financial condition of Borrower after the initial disbursement of Loan proceeds; or
- (k) Proceedings are commenced by any public or quasi-public body to acquire the Premises or any material interest in or any material part thereof by eminent domain and such proceedings are not dismissed within forty-five (45) days after the commencement thereof; or
- (l) Any lien or notice of lien for the performance of work or the supplying of materials is filed or served against the Premises or any part thereof and remains unsatisfied or unbonded (in a manner set forth in Section 3.10 hereof) at the time of any request for disbursement or for a period of twenty (20) days after the date of filing thereof; or
- (m) Any mass closing is not completed by the applicable date therefor provided in Section 2.3 hereof;

then, and in any such event, if any such Event of Default shall then be continuing, the Bank may, in addition to all remedies conferred upon the Bank by law and by the terms of any document delivered to the Bank hereunder, evidencing or securing (in whole or in part) its loan to Borrower, take any or all of the following actions, concurrently or successively, by giving

written notice to Borrower by registered or certified mail:

(i) declare the Note delivered pursuant to this Agreement to be, and the Note shall thereupon become, forthwith due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, anything contained herein or in the Note or security documentation to the contrary notwithstanding, (ii) terminate the agreements of the Bank to extend credit of any kind hereunder, whereupon the commitment and obligation of the Bank to make loans hereunder shall terminate, (iii) proceed to recover on any bonds that may be furnished in connection with the construction of the Project, and (iv) enter upon the Premises and take possession thereof, complete the construction of the Project and do anything which in its sole judgment is necessary or desirable to fulfill, pay, settle or compromise the obligations of Borrower hereunder or to complete the Project, including the right either to avail itself of and procure performance of existing contracts or by letting new contracts with either the same contractors and architect or with others. Borrower shall be liable to the Bank for all sums paid or incurred for the construction, completion and equipping of the Project, whether the same shall be paid or incurred pursuant to the provisions of this paragraph or otherwise, and all payments made or liabilities incurred by the Bank hereunder, of any kind whatsoever, shall be payable upon demand, with interest to the date of payment at the rate of 1½ per annum over the applicable interest rate provided for in the Note, and all of the foregoing, including interest, shall be deemed and shall constitute advances under this Agreement. The assertion of any one or more of the aforementioned remedies shall not preclude the Bank from invoking any other remedies.

SECTION 8 -- GENERAL PROVISIONS

The following provisions shall be applicable throughout the term of this Agreement:

8.1 Borrower agrees to allow the Bank, its contractors, representatives or agents, at any time during normal business hours, reasonable access to the records and books of account, including any supporting or related vouchers kept by Borrower, its representatives or agents, in connection with the Project, such access to include the right to make extracts or copies thereof, and including the right of the Bank's designated inspection engineer, to make periodic inspections of the Project.

8.2 Upon ten days prior written notice furnished Borrower by the Bank ~~(which notice, however, will not be required after~~ an Event of Default), the Bank may deduct, from any payment to be made to or for the account of Borrower under this Agreement, any amount necessary for the payment of any expenses relating to (i) the examination of title to the Premises, including, without limitation, the cost of title opinions, abstracts, title insurance policies, surveys, revenue stamps and recording fees; (ii) any other expenses incurred in the procuring and making of the loans hereunder, including, without limitation, fees and expenses due the Bank's attorneys, fees due the Bank's inspection engineer, accrued interest on the loans, and any charges incurred in the payment of any insurance premium, encumbrance, tax, assessment, or other charge or lien upon the Premises or personal property located thereon; and (iii) any amounts necessary to complete the construction or equipping of the Project, or to satisfy or discharge any

mechanics' or materialmens' liens thereon, and may apply such amounts in connection with making any payment to or for the account of Borrower hereunder, and all sums so applied shall be deemed advances under this Agreement, secured by the aforesaid security.

8.3 Borrower agrees that it will not assign or encumber any of its rights under this Agreement, except insofar as permitted by this Agreement or except with the prior written consent of the Bank; nor will it convey, encumber or dispose of any interest, legal or beneficial, in the Premises or the Project, provided however, Borrower may sell individual units to purchasers thereof in accordance with this Agreement. Any permitted assignment or encumbrance of Borrower's said rights shall not be construed as extending to further assignments or encumbrances of said rights. Borrower and the Guarantor further agree that Borrower and the Guarantor will not undertake additional projects, nor sell, dispose, mortgage, pledge or otherwise encumber any of their assets; nor will Borrower or the Guarantor guarantee or become a surety upon the obligations of others, nor enter into indemnification agreements or other agreements having the effect of its assuming, paying or otherwise taking up the obligations of others, without in each case first obtaining the prior written approval of the Bank, which approval will not be unreasonably withheld. The Bank agrees that any approval of such a proposed transaction will be withheld only on the ground that such transaction is likely, in the Bank's opinion, to have a material adverse effect on Borrower and/or the Guarantor, as the case may be.

8.4 Borrower agrees to pay all reasonable fees and expenses of the Bank's attorneys and of its inspection engineer.

8.5 Any notice which any party hereto may be required, or may desire, to give hereunder shall be deemed to have been given if mailed by United States Registered or Certified Mail postage prepaid addressed:

In the case of Borrower, to:

ADC Fairways Corp.
4415 Briarwood Court
Annandale, Virginia 22003
Attention: Mr. Thomas F. Daly

In the case of the Bank, to:

Continental Illinois National Bank and
and Trust Company of Chicago
231 South LaSalle Street
Chicago, Illinois 60693
Attention: Ms. Margaret A. Dolan

or to such other address as the party to be served with notice may have furnished to the other party as a place designated for the service of notice.

8.6 No failure to exercise, and no delay in exercising, on the part of the Bank, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and not exclusive of any right or limitation provided by law. No notice to or demand on Borrower in any case shall, in itself, entitle Borrower to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the Bank to any other or further action in any circumstances without notice or demand.

8.7 If Borrower erects, while the Project is being constructed, one or more signs on or about the Premises indicating the identity of any of the parties identified in any way with the project, said sign or signs shall set forth the fact, if the Bank so requests and without expense to the Bank, that the Bank is furnishing the interim financing. If Borrower fails to erect any such sign or signs, then the Bank, at its option, shall have the right to erect such a sign or signs on the Premises at the Bank's expense, of such placement, size, form and wording as it may reasonably elect, indicating the Bank as the source of the interim financing.

8.8 This Agreement has been made and entered into in the Commonwealth of Virginia and shall be interpreted in accordance with the internal law thereof and shall be binding upon and inure to the benefit of the respective parties hereto and their respective successors and assigns.

8.9 No approval by the Bank or by its inspection engineer or counsel of construction of the Project or any part thereof, or of the plans and specifications shall impose any responsibility on the Bank as to adequacy or legality thereof, nor shall the Bank be in any way estopped by any such approval from requiring reconstruction of any portion of construction of the Project where such construction is in fact illegal or inadequate or where such construction does not conform to the approved plans and specifications. Any approval of the plans and specifications or any part of the construction of the Project by the Bank, its inspection engineer, counsel, employees or agents shall be made exclusively for the benefit of the Bank

and no third party shall have any right to rely thereon in any way.

8.10 If, because of Borrower's failure to comply with the terms of this Agreement, the loans contemplated hereunder have not been opened and the first advance made thereunder by September 30, 1979, then, at the option of the Bank, this Agreement shall become void and all commitments of the Bank made hereunder shall cease.

8.11 Borrower further covenants with the Bank as follows:

(i) all materials contracted or purchased for delivery to the Premises or for use in renovation thereof, and all labor contracted or hired for or in connection therewith, shall be used and employed solely on the Premises and in such renovation and for no other purpose; (ii) Borrower shall pay promptly to the Bank without demand, with interest thereon from date of expenditure at the default interest rate specified in the Note, reasonable attorneys' fees and all costs and other expenses paid or incurred by the Bank in enforcing or exercising (or in preparation for such enforcing or exercise) its rights or remedies created by, connected with or provided in this Agreement, and payment thereof shall be secured by the Mortgage; (iii) Borrower shall indemnify the Bank and hold the Bank harmless from and against all loss, cost, liability or expense incurred as a result of any claim of broker's or finder's fee against the Bank by any person or entity in connection with any of the transactions herein contemplated; (iv) Borrower agrees to indemnify and hold the Bank harmless of and from all injury, damage and liability to the person or property of the parties hereto or to third parties by reason of the transactions

contemplated herein; and (v) Borrower shall undertake at its own expense the defense of the Bank in any lawsuit commenced as a result of injury, damage or liability occurring in, or about the Premises. Borrower shall notify the Bank of each such action, suit or proceeding, and Borrower may, and upon the Bank's request shall, at Borrower's expense resist and defend such action, suit or proceeding, or cause the same to be resisted and defended by counsel designated by Borrower and approved in writing by the Bank.

8.12 The Bank shall have the right, but not the obligation, to do any and all acts which the Bank may deem reasonably necessary to assure the prompt and proper completion of renovation of the Project and the condominium conversion thereof and the lien priority of the funds disbursed hereunder. Any expense paid or incurred, or any advance made by the Bank in such connection, shall be paid by Borrower to the Bank upon demand. Such amounts as are advanced or expended by the Bank hereunder shall be secured by the Mortgage and other security Loan Papers and shall bear interest from the date of advance or expenditure at the default interest rate provided in the Note.

8.13 This Agreement and the Loan Papers shall be binding upon and inure to the benefit of the respective parties hereto and their respective successors and assigns, provided that no assignment by Borrower shall be effective except as provided in Section 8.3 hereof. This Agreement is made for the sole benefit of Borrower and the Bank (and the Bank's successors and assigns, if any), and no other person or persons shall have any benefits, rights or remedies under or by reason of this

Agreement, nor shall the Bank owe any duty whatsoever to any person or entity for labor performed or materials furnished or renovations to the Premises to apply any undisbursed portion of the loan to the payment therefor or to exercise any right or power of the Bank hereunder or arising from any default by Borrower hereunder.

8.14 All documents and other matters required by any of the provisions of this Agreement to be submitted or furnished to the Bank shall be in form and substance satisfactory to the Bank. In the event of any conflict or discrepancy between the terms of this Agreement and the terms of any of the Loan Papers, the terms of this Agreement shall control.

8.15 Time is hereby declared to be of the essence of this Agreement and of every part hereof.

8.16 Any and all disbursements, payments and amounts expended by the Bank pursuant to this Agreement, and all other loan expenses, shall, as and when advanced or incurred, be and become secured by the Mortgage and other security Loan Papers to the same extent and effect as if the terms and provisions of this Agreement were set forth therein, whether or not the aggregate of such indebtedness shall exceed the face amount of the Note, and any Event of Default which may occur under this Agreement shall constitute a default under the Note, the Mortgage and other Loan Papers.

8.17 This Agreement constitutes the entire agreement between the parties hereto and may not be modified or amended

in any manner other than by supplemental written agreement executed by the parties thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Borrower:

ADC FAIRWAYS CORP.

By:


President

The Bank:

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

By:


Vice-President

The Guarantor:


Thomas F. Daly

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT A

Description

Fairfax Heritage III Condominium, as designated and described in the Declaration establishing said condominium, recorded among the land records of Fairfax County, Virginia, in Deed Book 4126 at page 595, as amended by the Amendment to Condominium Instruments for Fairfax Heritage I through XI Condominiums, and recorded among the aforesaid land records in Deed Book 4379 at page 114; and further amended by the Second Amendment to Condominium Instruments for Fairfax Heritage I through XI Condominiums, and recorded among the aforesaid land records in Deed Book 4399 at page 376; as further amended by the Third Amendment to Condominium Instruments for Fairfax Heritage I through XI Condominiums and recorded among the aforesaid land records in Deed Book 4423 at page 655 and as further amended by the Fourth Amendment to Condominium Instruments for Fairfax Heritage I through XI Condominiums, and recorded among the aforesaid land records in Deed Book 4456 at page 133 and re-recorded in Deed Book 4472 at page 831, containing 212 condominium units, said parcel being more particularly described in the above referenced Declaration as follows: (See attached.)

DESCRIPTION

III

Beginning at a point, said point being S. 24° 00' 00" W. 1158.65 feet and N. 66° 00' 00" W. 108.00 feet from the northwesterly corner of Lillian S. Ducibella; thence running through the property of formerly James L. McIlvaine and Carl M. Freeman, Co-Trustees, Bristow Limited Partnership Beneficiary, the following courses and distances: S. 24° 00' 00" W. 101.05 feet; N. 72° 59' 42" W. 209.55 feet; S. 74° 22' 20" W. 74.00 feet; N. 40° 17' 20" W. 208.00 feet; N. 77° 10' 20" W. 163.00 feet; N. 64° 37' 20" W. 224.37 feet; N. 58° 02' 34" W. 59.85 feet; N. 3° 48' 40" W. 192.71 feet; N. 37° 19' 00" W. 259.00 feet; N. 52° 41' 00" E. 255.54 feet to a point on the southerly boundary of Section One, Americana Fairfax: thence with the said boundary S. 78° 13' 00" E. 39.26 feet to a point, thence departing from Section One and running through the aforementioned formerly McIlvaine and Freeman the following courses and distances: S. 37° 19' 00" E. 168.39 feet; S. 74° 55' 50" E. 104.00 feet; N. 82° 50' 00" E. 88.50 feet; S. 75° 17' 10" E. 122.00 feet; S. 30° 23' 41" E. 187.82 feet; N. 66° 35' 43" E. 146.01 feet; S. 63° 09' 17" E. 288.35 feet; with a curve to the right whose radius is 528.50 feet (whose chord is S. 9° 32' 45" W. 263.83 feet) an arc distance of 266.65 feet and S. 24° 00' 00" W. 154.98 feet to the point of beginning, containing 536,790 square feet or 12.32300 acres of land.

EXHIBIT A

Description

Fairfax Heritage IV Condominium, as designated and described in the Declaration establishing said condominium, recorded among the land records of Fairfax County, Virginia, in Deed Book 4127 at page 1, as amended by the Amendment to Condominium Instruments for Fairfax Heritage I through XI Condominiums, and recorded among the aforesaid land records in Deed Book 4379 at page 114; and further amended by the Second Amendment to Condominium Instruments for Fairfax Heritage I through XI Condominiums, and recorded among the aforesaid land records in Deed Book 4399 at page 376; as further amended by the Third Amendment to Condominium Instruments for Fairfax Heritage I through XI Condominiums and recorded among the aforesaid land records in Deed Book 4423 at page 655 and as further amended by the Fourth Amendment to Condominium Instruments for Fairfax Heritage I through XI Condominiums, and recorded among the aforesaid land records in Deed Book 4456 at page 133 and re-recorded in Deed Book 4472 at page 831, containing 127 condominium units, said parcel being more particularly described in the above referenced Declaration as follows: (See attached.)

DESCRIPTION

IV

Beginning at a corner on the easterly boundary of Section Two, Americana Fairfax, said corner being N. 17° 45' 26" E. 376.42 feet from the southeast corner of said Section Two, Americana Fairfax; thence running with the easterly line of said Section Two, Americana Fairfax, N. 24° 19' 00" E. 110.00 feet to a point; thence running through the land of formerly McIlvaine and Freeman, Co-Trustees, the following courses and distances: Due East 231.00 feet; S. 51° 35' 40" E. 147.52 feet; S. 24° 47' 40" E. 202.68 feet; S. 24° 56' 00" W. 45.00 feet; S. 65° 12' 20" W. 233.40 feet; and S. 18° 23' 40" E. 76.70 feet to a point of a curve on the northerly side of Patriot Drive (60 feet wide); thence continuing through the land of formerly McIlvaine and Freeman, Co-Trustees, in a southwesterly direction along the northerly side of said Patriot Drive with a curve to the left of radius 505.00 feet (chord 221.14 feet bearing S. 58° 57' 30" W.) an arc distance of 222.94 feet to a P.T.; thence departing said Patriot Drive and continuing through the land of said formerly McIlvaine and Freeman, Co-Trustees, N. 56° 55' 50" W. 174.64 feet; N. 1° 06' 40" E. 239.57 feet to a point on the aforementioned easterly line of Section Two, Americana Fairfax; thence running with said easterly line of Section Two, Americana Fairfax, N. 17° 45' 26" E. 170.00 feet to the point and place of beginning, containing 4.936 acres of land.

Together with the following described parcel of land:

Beginning at a point lying in the northerly right-of-way line of Patriot Drive, said point of beginning lying N. 66° 00' 00" W. 387.90 feet to the P.C. of a curve to the left; thence 92.45 feet along the arc of said curve to the left which curve has a radius of 505.00 feet, the chord of which arc bears N. 71° 14' 40" W. 92.32 feet from the P.T. of the return curve located at the northwesterly intersection of said Patriot Drive with the westerly right-of-way of Heritage Drive, State Route 2630 (these last mentioned courses and distances are measured along said northerly right-of-way line of Patriot Drive); thence continuing with said northerly right-of-way line of Patriot Drive 281.22 feet along the arc of a curve to the left, which curve has a radius of 505.00 feet, the chord of which arc bears S. 87° 33' 33" W. 277.60 feet to a point; thence departing from said street line and running through the former McIlvaine and Freeman, Co-Trustees property along the following courses and distances: N. 18° 23' 40" W. 76.70 feet; N. 65° 12' 20" E. 223.40 feet; S. 64° 00' 00" E. 130.00 feet; and S. 10° 30' 00" W. 99.32 feet to the point of beginning containing 0.7609 acres of land.

EXHIBIT A

Description

Fairfax Heritage V Condominium, as designated and described in the Declaration establishing said condominium, recorded among the land records of Fairfax County, Virginia, in Deed Book 4127 at Page 109, as amended by the Amendment to Condominium Instruments for Fairfax Heritage I through XI Condominiums, and recorded among the aforesaid land records in Deed Book 4379 at Page 114; and further amended by the Second Amendment to Condominium Instruments for Fairfax Heritage I through XI Condominiums, and recorded among the aforesaid land records in Deed Book 4399 at page 376; as further amended by the Third Amendment to Condominium Instruments for Fairfax Heritage I through XI Condominiums and recorded among the aforesaid land records in Deed Book 4423 at Page 655 and as further amended by the Fourth Amendment to Condominium Instruments for Fairfax Heritage I through XI Condominiums, and recorded among the aforesaid land records in Deed Book 4456 at Page 133 and re-recorded in Deed Book 4472 at Page 831, containing 83 condominium units, said parcel being more particularly described in the above referenced Declaration as follows:

Beginning at the southwest corner of Section Two, Americana Fairfax, thence running through said Section Two, Americana Fairfax, N. 79° 04' 00" E. 419.47 feet to a point; thence continuing through said Section Two, Americana Fairfax and the same course continued through the land now or formerly of McIlvaine and Freeman, Co-Trustees, S. 25° 11' 30" E. (passing over the southeasterly line of said Section Two, Americana Fairfax, at 35.93 feet) a total distance of 237.39 feet to a point; thence continuing through the land of said McIlvaine and Freeman, S. 56° 54' 30" E. 121.23 feet to a point on the northwesterly line of proposed Patriot Drive (60 feet wide); thence continuing through the said land of McIlvaine and Freeman with the northwesterly line of said proposed Patriot Drive, S. 46° 18' 40" W. 273.19 feet; thence departing said proposed Patriot Drive and continuing through the land of said McIlvaine and Freeman, N. 50° 32' 40" W. 268.08 feet and N. 43° 41' 20" W. 303.96 feet to the point and place of beginning, containing 3.2372 acres of land.

EXHIBIT A

Description

Fairfax Heritage VI Condominium, as designated and described in the Declaration establishing said condominium, recorded among the land records of Fairfax County, Virginia, in Deed Book 4127 at Page 212, as amended by the Amendment to Condominium Instruments for Fairfax Heritage I through XI Condominiums, and recorded among the aforesaid land records in Deed Book 4379 at Page 114; and further amended by the Second Amendment to Condominium Instruments for Fairfax Heritage I through XI Condominiums, and recorded among the aforesaid land records in Deed Book 4399 at Page 376; as further amended by the Third Amendment to Condominium Instruments for Fairfax Heritage I through XI Condominiums and recorded among the aforesaid land records in Deed Book 4423 at Page 655 and as further amended by the Fourth Amendment to Condominium Instruments for Fairfax Heritage I through XI Condominiums, and recorded among the aforesaid land records in Deed Book 4456 at Page 133 and recorded in Deed Book 4472 at Page 831, containing 45 condominium units, said parcel being more particularly described in the above referenced Declaration as follows:

Beginning at a point on the easterly line of Section Two, Americana Fairfax, said point being N. 17° 45' 26" E. 50.00 feet from the southeast corner of said Section Two, Americana Fairfax; thence running with the easterly line of said Section Two, Americana Fairfax, N. 17° 45' 26" E. 156.42 feet; thence departing said Section Two, Americana Fairfax and running through the land of now or formerly James L. McIlvaine and Carl M. Freeman, Co-Trustees, S. 01° 06' 40" W. 239.57 feet and S. 56° 55' 50" E. 174.64 feet to a point on the northerly side of Patriot Drive (60 feet wide); thence running with the northwesterly line of said Patriot Drive S. 46° 18' 40" W. 177.28 feet to a point; thence departing said Patriot Drive and continuing through the land of said now or formerly McIlvaine and Freeman, N. 56° 54' 30" W. 121.23 feet; thence continuing through the land of said now or formerly McIlvaine and Freeman and the same course continued through the aforementioned Section Two, Americana Fairfax, N. 25° 11' 30" W. (passing over the southerly line of Section Two, Americana Fairfax at 201.46 feet) a total distance of 237.39 feet; thence continuing through the said Section Two, Americana Fairfax, N. 79° 04' 00" E. 144.00 feet to the point and place of beginning, containing 1.2501 acres of land.

EXHIBIT A

Description

Fairfax Heritage VIII Condominium, as designated and described in the Declaration establishing said condominium, recorded among the land records of Fairfax County, Virginia, in Deed Book 4127 at page 419, as amended by the Amendment to Condominium Instruments for Fairfax Heritage I through XI Condominiums, and recorded among the aforesaid land records in Deed Book 4379 at page 114; and further amended by the Second Amendment to Condominium Instruments for Fairfax Heritage I through XI Condominiums, and recorded among the aforesaid land records in Deed Book 4399 at page 376; as further amended by the Third Amendment to Condominium Instruments for Fairfax Heritage I through XI Condominiums and recorded among the aforesaid land records in Deed Book 4423 at page 655 and as further amended by the Fourth Amendment to Condominium Instruments for Fairfax Heritage I through XI Condominiums, and recorded among the aforesaid land records in Deed Book 4456 at page 133 and re-recorded in Deed Book 4472 at page 831, containing 44 condominium units, said parcel being more particularly described in the above referenced Declaration as follows: (See attached.)

DESCRIPTION

VIII

Beginning at a point on the southerly line of Patriot Drive (60 feet wide) said point lying S. 24° 00' 00" W. 618.02 feet and N. 66° 00' 00" W. 85.84 feet from the southwesterly terminus of the centerline of Hummer Road as dedicated in Deed Book 2243 at page 358; thence running through the land now or formerly of McIlvaine and Freeman, S. 24° 00' 00" W. 328.00 feet and N. 66° 00' 00" W. 166.16 feet to a point lying N. 24° 00' 00" E. 34.00 feet from a corner of the Immanuel Methodist Church; thence continuing through the land of said McIlvaine and Freeman, N. 24° 00' 00" E. 328.00 feet to a point on the southerly side of said Patriot Drive; thence running with the southerly line of said Patriot Drive, S. 66° 00' 00" E. 166.16 feet to the point and place of beginning, containing 1.251 acres of land.

Together with the following described parcel of land:

Beginning at a point lying in the westerly right-of-way line of Heritage Drive, said point of beginning being the northeasterly corner of the property of the Board of Trustees, Immanuel Methodist Church as the same appears duly recorded in Deed Book 2263, Page 576 among the land records of Fairfax County, Virginia; thence departing from said street line and running with the northerly boundary of the property of Immanuel Methodist Church, N. 66° 00' 00" W. 209.00 feet to the northwesterly corner of the said Church property; thence running through the property of the former McIlvaine and Freeman, Co-Trustees, along the following courses and distances: N. 24° 00' 00" E. 34.00 feet; S. 66° 00' 00" E. 166.16 feet; and N. 24° 00' 00" E. 328.00 feet to a point, said point lying in the southerly right-of-way line of Patriot Drive; thence running with a portion of said southerly line of Patriot Drive, S. 66° 00' 00" E. 17.84 feet to the P.C. of a curve to the right; thence 39.27 feet along the arc of said curve to the right which curve has a radius of 25.00 feet, the chord of which arc bears S. 21° 00' 00" E. 35.36 feet to the P.T., said P.T. lying in the aforementioned westerly right-of-way line of Heritage Drive; thence running with said westerly right-of-way line of Heritage Drive, S. 24° 00' 00" W. 337.00 feet to the point of beginning containing 0.48274 acres of land.

EXHIBIT A
DESCRIPTION

Beginning at a point lying in the westerly right-of-way line of Heritage Drive, said point of beginning being the P.C. of the return curve located at the northwesterly intersection of Heritage Drive, State Route 2630 and Patriot Drive; thence running with said return curve 39.27 feet along the arc of a curve to the right, which curve has a radius of 25.00 feet, the chord of which arc bears S. 69° 00' 00" W. 35.36 feet to the P.T., said P.T. lying in the northerly right-of-way line of aforementioned Patriot Drive; thence running with said northerly right-of-way line of Patriot Drive along the following courses and distances: N. 66° 00' 00" W. 387.90 feet to the P.C. of a curve to the left; thence continuing with said street line 92.45 feet along the arc of said curve to the left, which curve has a radius of 505.00 feet, the chord of which arc bears N. 71° 14' 40" W. 92.32 feet to a point; thence departing from said street line and running through the former McIlvaine and Freeman, Co-Trustees, property along the following courses and distances: N. 10° 30' 00" E. 99.32 feet; N. 64° 00' 00" W. 130.00 feet; N. 24° 56' 00" E. 45.00 feet; N. 24° 47' 40" W. 202.68 feet; N. 51° 35' 40" W. 147.52 feet; Due West 231.00 feet; N. 24° 19' 00" E. 49.21 feet; N. 22° 00' 00" W. 365.00 feet; N. 71° 30' 00" W. 258.35 feet; N. 39° 20' 26" W. 264.25 feet; N. 40° 20' 54" E. 222.00 feet; S. 37° 36' 35" E. 10.46 feet; S. 76° 01' 11" E. 178.94 feet; S. 78° 13' 00" E. 594.38 feet; S. 52° 41' 00" W. 255.54 feet; S. 37° 19' 00" E. 259.00 feet; S. 03° 48' 40" E. 192.71 feet; S. 58° 02' 34" E. 59.85 feet; S. 64° 37' 20" E. 224.37 feet; S. 77° 10' 20" E. 163.00 feet; S. 40° 17' 20" E. 208.00 feet; N. 74° 22' 20" E. 74.00 feet; and S. 72° 59' 42" E. 209.55 feet to a point lying in the aforementioned westerly right-of-way line of Heritage Drive; thence running with said westerly right-of-way line of Heritage Drive, State Route 2630, S. 24° 00' 00" W. 431.97 feet to the point of beginning. Less and except the following:

DESCRIPTION

Beginning at a point lying within the property of the former McIlvaine and Freeman, Co-Trustees, said point of beginning lying N. 44° 41' 00" W. 1427.11 feet from the centerline intersection of Patriot Drive and Heritage Drive, State Route 2630; thence continuing through the property of the former McIlvaine and Freeman, Co-Trustees along the following courses and distances: N. 48° 37' 50" W. 55.62 feet; N. 53° 13' 00" W. 87.48 feet; N. 57° 09' 45" W. 21.73 feet; N. 01° 35' 25" W. 68.87 feet; N. 74° 27' 30" E. 48.81 feet; S. 83° 30' 50" E. 86.42 feet; S. 63° 28' 30" E. 64.74 feet; S. 33° 48' 40" E. 51.91 feet; S. 11° 52' 30" E. 71.61 feet; S. 54° 44' 20" W. 46.32 feet; and S. 89° 12' 00" W. 66.90 feet to the point of beginning containing 0.6794 acres of land.

The net area of the above described parcel is 15.9087 acres of land.

Subject however, to any easements, rights-of-way or restrictions of record.

DESCRIPTION

Beginning at a point in the property of the former McIlvaine and Freeman, Co-Trustees, said point lying N. 82° 15' 21" W. 314.12 feet; N. 83° 53' 37" W. 192.06 feet; S. 49° 20' 55" W. 36.42 feet; S. 02° 39' 00" E. 82.99 feet; S. 70° 17' 00" W. 116.35 feet; and S. 19° 43' 00" E. 73.25 feet from the north-east corner of the entire tract, said point lying also in the westerly right-of-way line of Heritage Drive, Route 2630; thence running with the said westerly right-of-way line of Heritage Drive along the following courses and distances: S. 19° 43' 00" E. 351.22 feet to the P.C. of a curve to the right; thence continuing with said street line 136.60 feet along the arc of said curve to the right, which curve has a radius 528.50 feet, the chord of which arc bears S. 12° 18' 44" E. 136.22 feet to a point; thence departing from said street line and running through the property of the former McIlvaine and Freeman, Co-Trustees, along the following courses and distances: N. 63° 09' 17" W. 288.35 feet; S. 66° 35' 43" W. 146.01 feet; N. 30° 23' 41" W. 187.82 feet; N. 75° 17' 10" W. 122.00 feet; S. 82° 50' 00" W. 88.50 feet; N. 74° 55' 50" W. 104.00 feet; N. 37° 19' 00" W. 168.39 feet; S. 78° 13' 00" E. 203.36 feet; N. 87° 07' 30" E. 345.34 feet; and N. 70° 17' 00" E. 215.77 feet to the point of beginning containing 4.0261 acres of land.

Subject however, to any easements, rights-of-way or restrictions of record.

PROJECT BUDGET

NUMBER 1	CONTINENTAL ILLINOIS NATIONAL BANK APPLICATION FOR ADVANCE CONDOMINIUM CONVERSION			PAGE 1 OF 1
PROJECT				DATE 8/7/79
CASH USES	APPROVED BUDGET	PREVIOUS DISBURSEMENTS	THIS DISBURSEMENT	BALANCE TO COMPLETE
FIRST MORTGAGE	\$3,300,000			
SECOND MORTGAGE	5,200,000			
CINB FEE	129,017			
PROFESSIONAL FEES	50,000			
INTERIOR RENOVATION	2,187,810			
EXTERIOR RENOVATION	1,143,205			
MARKETING	270,500			
INTEREST	964,367			
TAXES	250,000			
CONDO FEES	288,475			
CONTINGENCY	134,800			
TOTAL	\$13,918,174			
CASH SOURCES	APPROVED BUDGET	PREVIOUS DISBURSEMENTS	THIS DISBURSEMENT	BALANCE TO COMPLETE
CONSTRUCTION LOAN	\$12,901,674			
RENTAL INCOME	516,500			
EQUITY REQUIREMENT	500,000			
INTERIM LOAN				
TOTAL	\$13,918,174			

TOT. PREVIOUS DISBURSEMENTS	AMOUNT OF THIS DISBURSEMENT	LESS LOAN REPAYMENTS	NEW LOAN BALANCE
-----------------------------	-----------------------------	----------------------	------------------

The undersigned owner hereby requests a payment in the sum of _____ covering advances provided for by the loan agreement heretofore executed on the _____ day of _____, 19____ as indicated by the total amount of the individual payments set forth in the schedule above. You are authorized to add to this advance an amount equal to the interest due on the outstanding borrowings up to the date of the advance requested herein. The undersigned owner further directs and authorizes you to credit the above amount to the account(s) of _____.

Except at your option, you may pay such interest amount directly to yourself.

The undersigned owner further certifies that he will use the loan proceeds to pay the items listed in the "This Disbursement" column of the above project cost analysis, that there has been no change in project costs as originally submitted, and that available loan proceeds are sufficient to pay for the entire costs of the program.

We, the undersigned, hereby certify that the above analysis of project costs and expense requirements is, to the best of our knowledge and belief, true and complete.

OWNER/DEVELOPER	
-----------------	--

C1600-32

1313

REMITTANCE ADVISE	
9/25/80	1116100

231
718

82181

ADC FAIRWAYS CORP.
FAIRFAX HERITAGE CONVERSION ACCOUNT
7753 PATRIOT DRIVE, SUITE 11
ANNANDALE, VIRGINIA 22003

PAY TO THE ORDER OF THE SUNS 3 1/2 DOLLARS 00 CTS

TO THE ORDER OF	DATE	CHECK NO.	CHECK AMOUNT
Holdfast Builders, Ltd.	9/25/80	2181	9312-

03578992 35213

CONTINENTAL BANK
CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO

071000099 09811 0000931200



HOLDEFAST BUILDERS, LTD.

LEONARD P. ROMANO
PRESIDENT

STEPHEN C. GLASSMAN
VICE PRESIDENT

SUITE 409
1101 CONNECTICUT AVENUE, N.W.
WASHINGTON, D.C. 20036

August 25, 1980

(301) 424-0656
(202) 223-9395

Mr. Tony Guapagnia
Controller
Ivy Mount

Below please find our billings for Bldg. #4355. All of these units have been signed off and approved by your staff prior to 8/25/80.

Unit #	Basic Price	Extras	10% of Extras	Total Price
2	\$ -0-	\$1501.70	\$150.17	\$1651.87
3	-0-	726.55	72.66	799.21
9	-0-	383.35	38.34	421.69
10	-0-	327.63	32.76	360.39
21	-0-	189.10	18.91	208.01
22	-0-	124.70	12.47	137.17
23	-0-	147.50	14.75	162.25
24	-0-	121.00	12.10	133.10
25	-0-	360.50	36.05	396.55
26 ✓	-0-	262.95	26.30	289.25
27 ✓	-0-	84.70	8.47	93.17
28 ✓	-0-	94.00	9.40	103.40
32	-0-	124.85	12.49	137.34
33	-0-	140.70	14.07	154.77
34	-0-	332.25	33.23	365.48
35	-0-	560.20	56.02	616.22
36	-0-	425.00	42.50	467.50
37	-0-	262.30	26.23	288.53
38	-0-	304.50	30.45	334.95
41	-0-	238.85	23.89	262.74
43	-0-	268.00	26.80	294.80
44	-0-	223.50	22.35	245.85
45	-0-	202.00	20.20	222.20
46	-0-	249.90	24.99	274.89
47	-0-	333.50	33.35	366.85
48	-0-	476.20	47.62	523.82
		\$8465.43	\$846.57	\$9312.00

Very truly yours,

Stuart Mechanic

1314

Interiors Rehab
9/15/80
Frymont
SM/jk

OK LC Cunningham

100000

100000 13+2% (87000) (75669) 7249

Prepared by	Date
Approved by	Date

Unit #	Date of Loan Applied	Date Promised	Date Delivered	Date Settled	Sales Price	Mtgc Amt	40% of SP	Loss on Cancellation	Interest on delay	Interest	Net Loss E&G
5-26/5-26	4355-11	9-16	8-15	10-14	52000	44800	50400		237370	0	18975
5-10/5-10	-12	6-27	8-15	11-17	52000	26000	46800		220415	2369	19542
5-17/5-17	-13	6-10	8-15	8-28	40900	38850	30810		173365	828	39579
5-21/1-23	-14	1-5	8-15	1-9	44900	46650	40410	2000	190320	0	19360
5-4/9-14	-15	10-15	8-15	11-17	57500	51750	51750	2000	249729	0	18755
5-17/1-23	-16	1-16	8-15	1-23	62500	50000	56250	2000	264922	0	
3-18/5-4	-17	6-6	5-6	9-8	46500	15000	41850	2000	40107	0	
3-21/6-10	4355-41	7-15	4-25-80	8-12	57000	46000	51300	2000	214605	585	32874
3-23/3-23	42	6-27	5-16	9-8	52000	20000	46800		44135	0	
4-11/4-19	43	6-29	8-8	8-29	40900	38350	36810		148671	986	38280
5-30/5-30	48	Cash	8-8	8-22	35900		35910		145037	11556	61192
5-20/8-29	47	9-15	8-8	9-23	47900	40750	38010	2000	155941	0	49555
4-11/6-1	44	12-10	8-8	12-8	41900	39800	37710	2000	152307	0	34485
4-11/4-19	45	6-3	8-8	8-29	48500	28700	43650		176297	845	26070

1315

21

	Include	Del
Prepared by		
Approved by		

9989

1316

	1	2	3	4	5	6	7	8	9	10	11	12	13
						90% of SP			Interest on delay				
5-6/11-28	4355-46	12-16	5-2-80	8-8	1-19	62500	45000	56250		2000	205859	0	31339
5-21/5-21	31	6-25		9-2	9-11	55000	20000	49500			235992	1072	21159 13/2
5-6/8-22	32	CASH		8-8	10-7	60000	30000	54000		2000	197625	2738	17061 13.5/4
5-8/5-8	33	7-14		8-8	8-28	40900	30900	36810			134714	378	15477 13/1
5-3/6-10	38	8-31		8-15	8-28	39900	37900	35910		2000	440498	0	33995
1-12/5-30	31	7-24		8-13	8-29	40900	38800	36810		2000	1141361	0	28853
4-30/5-21	34	7-2		8-8	8-29	40900	30900	36810		2000	134714	378	36548 13/1
3-30/3-30	4355-35	C 6-3	5-9-80	8-13	8-28	48500	46000	43650			155322	415	61622 13/2
5-2/5-2	36	F 7-17		8-13	8-28	55000	52250	49500			176138	0	46750
5-6/5-6	21	F 7-9		8-13	8-29	54000	41000	48600			172935	524	20801 13/1
5-23/3-23	22	E 5-23		8-12	8-28	51000	48400	45900			1161671	1213	13917 13/1
5-11/5-11	23	A 11-10		8-12	11-11	39900	31900	35910			126493	0	16225
5-4/6-4	28	A CASH		8-13	9-29	38900	31100	35010			124578	1517	10340 13/1
5-1/6-1	21	A 7-9		8-12	9-9	38900	36950	35010			123313	374	9317 13/1
5-4/5-4	24	A 6-3		8-12	8-28	39900	30000	35910			126483	718	13310 13/2

3

Prepared by	Initials	Date
Approved by		

9267

	1	2	3	4	5	6	7	8	9	10	11	12	13
									Interest on delay				
7-9/4-9	4355-25	C	6-4	5-16-80	8-13	8-29	47500	45700	42750		1140066	926	39655 13/1
5-23/5-10	-26	F	9-22		8-12	10-4	51000	54000	48600	2000	157478	0	28925
5-2/6-7	-5	G	7-17		8-22	8-29	49900	57400	44910	2000	161738	0	
5-3/4-27	-6	E	5-29		9-2	9-12	51000	48450	45900	2000	183664	1891	21459 13/3
5-3/5-3	-7	A	6-10		8-22	8-29	39900	33900	35910		129326	728	13/2
5-11/5-17	-8	A	6-17		9-2	9-19	39900	32000	35910		143690	778	10/2
5-27/5-14	-9	C	6-17		9-2	9-11	47500	45100	42750	2000	171059	926	13/2
5-16/5-6	4355-10	G	7-2	5-23-80	8-22	8-29	49900	47400	44910		149076	0	
5-21/3-31	-11		7-9		9-2	9-18	54500	51700	49050		182439	1062	21459 13/2
5-11/5-18	-2	A	6-11		9-2	9-10	40900	32700	36810		136913	797	13/2
5-18/6-2	-3	B	7-10		9-2	9-11	41900	31900	37710	2000	140260	408	13/1
5-9/5-7	-4	H	6-25		9-2	9-29	54000	51300	48600		180765	1053	21459 13/2
5-20/6-3	4345-46	F	10-16		9-5	11-21	57000	54150	51300	2000	196579	0	21459 13/1
5-15/4-26	-45	C	6-4		9-5	9-18	48500	38500	43650	2000	166294	945	21459 13/2
5-22/5-24	4345-44	D	7-8	5-30-80	9-5	9-19	49500	39600	44550		158152	965	21459 13/2
5-30/5-24	-47	D	7-15		9-5	9-19	47500	42750	42750		161763	694	21459 13/2

1317

41

Prepared by	Initialed	Date
Approved by		

11695

	1	2	3	4	5	6	7	8	9	10	11	12	13
									Interest on deposit				
4-25/6-28 4345-48 D 9-17 5-30-80 9-5 9-22 52500 49650 47250									167737		0	21459	
4-4/4-4 -43 D 6-2 9-5 9-18 47500 45100 42750									157763		820	21459	13/1
5-24/6-4 -42 E 7-28 9-5 9-18 50000 50200 50400								2000	178920		817	21459	13/1
5-31/5-31 -41 F 7-5 9-5 9-26 57000 54150 51300									182115		1111	21459	13/2
6-7/10-17 -36 E 11-24 9-18 12-19 62500 59350 56250								5000	227110		0	21459	
5-25/5-24 -35 C CASH 9-18 9-25 57500 — 46350									187138		1757	21459	13/34
6-9/6-7 4345-34 D 7-23 6-6-80 9-18 10-2 51500 48900 46350									175229		1004	21459	13/2
4-27/4-24 -37 D 6-3 9-18 10-9 46500 34850 41850									158217		1360	21459	13/3
4-25/4-25 -38 D 6-11 9-18 9-26 46500 44150 41850									158217		453	21459	13/1
5-19/5-7 -33 D 6-17 9-18 9-26 47500 45100 42750									161619		1157	21459	13/27
5-10/6-24 -32 E 7-31 9-18 9-29 57000 57300 48000								2000	183735		789	21459	13/1
6-7/11-6 -31 F 12-4 9-18 12-15 62500 59350 56250								2000	212657		0	21459	
5-4/6-7 -26 F 9-2 9-24 10-7 50000 43000 50400								2000	201880		0	21459	
5-31/5-31 4345-25 C 7-15 6-13-80 9-26 10-17 52500 49900 47250									177319		767	21459	13/17
6-14/6-14 -24 D 10-9 9-24 10-28 53500 32500 47250									177319		0	21459	
5-31/5-31 -27 D CASH 9-24 10-8 45500 — 40950									153676		1552	21459	13/27

1318

5

Prepared by	Initials	Date
Approved by		

9113

	1	2	3	4	5	6	7	8	9	10	11	12	13
									Interest on del.				
4-20/4-20	4345-23 D	6-25	6-13-80	7-24	10-8	46500	44150	41850		155543		1128	21459 13/24
4-2/4-15	-28 D	10-24		9-24	10-31	52500	49850	47250	2000	177319		0	21459
5-21/5-31	-22 E	10-21		9-24	10-24	56000	52250	49500		183975		0	21459
7-1/7-7	-21 F	9-29		9-24	10-10	56000	53210	50400		189140		0	21459
4-26/8-16	4345-16 F	11-21	6-20-80	10-2	12-3	62500	59350	56250	2000	214687		0	
7-1/9-12	15 C	10-14		10-2	10-17	48500	43500	43650	2000	166597		0	
5-21/5-31	14 D	8-2		10-2	10-24	53500	42800	48150		183773		1043	13/1
4-20/7-20	17 D	8-26		10-2	10-10	53500	42800	48150	2000	183773		521	13/1
4-29/5-17	18 J	10-31		10-2	11-6	28500	27050	25650	2000	97897		0	
5-31/5-31	13 D	9-4		10-2	10-3	51500	48900	46350		176903		0	
5-2/5-2	12 E	Cash		10-29	10-20	51500	-	46350		234261		1757	13/31
5-8/6-8	4345-11 F	9-25	6-21-80	10-29	10-31	57000	54150	51300		246311		0	
5-21/5-31	10 G	8-26		10-13	10-31	44400	46850	44460		180866		722	13/1
5-21/5-21	9 C	6-25		10-3	10-23	50500	40000	45450		164061		1723	13/31
5-21/6-7	8 D	7-23		10-13	10-16	50500	47950	45450		184893		934	13/1
4-20/5-31	7 D	7-2		10-13	10-17	50500	40400	45450	2000	184893		1230	10/24

1319

9.71

1320

	1	2	3	4	5	6	7	8	9	10	11	12	13
6-7/6-9	4345-6 E	1-9	6-27-80	10-13	1-13	57000	45600	57300		2000	208691		
6-7/6-7	-5 G	8-5		10-13	10-24	50900	30900	45810			186357		13/1
4-23/6-27	4345-1 I	6-17	7-4-80	10-17	10-17	54500	12150	49050			196132		13/2
7-5/9-17	-2 D	10-25		10-20	11-13	57500	34500	49050		2000	212877		
7-18/11-26	-3 K	CASH		10-29	12-1	54500	-	49050		2000	223110		13/4
6-7/6-8	-4 H	9-26		10-29	10-27	51500	48700	46350		2000	210820		
6-23/6-23	4360-56 F	8-15		9-12	9-25	59000	56050	53100		-	185711		13/1
7-5/1-5	-55 C	10-20		9-12	10-24	54500	53650	50850		-	1829386		
6-7/6-7	-54 A	10-14		9-12	10-17	41900	33500	37710		-	95957		
6-4/6-4	4360-57 A	8-7	7-11-80	9-12	9-30	39900	37900	35910		-	82294		13/1
6-7/6-7	58 A	8-5		9-12	9-29	40900	38850	36910		-	93357		3/1
6-23/6-23	53 A	7-23		9-12	9-29	42900	35400	38610		-	88482		13/1
6-23/6-24	52 E	7-24		9-12	10-14	58000	55700	53200		2000	119625		13/2
6-23/6-24	51 F	8-4		9-12	10-14	59000	53100	53100		-	121688		13/1
6-7/6-7	46 F	11-13		9-14	11-21	57000	54150	57300		-	125058		
6-18/6-28	45 C	8-11		9-16	10-1	56500	53650	50850		-	124159		13/1

	1	2	3	4	5	6	7	8	9	10	11	12	13	
5-7/6-2	4360-44 A	10-20	7-12-80	9-16	11-5	41900	39800	37710			82543	O	P	21459
6-5/6-5	-47 A	11-13		9-16	11-26	39900	37905	35910			78603	O	P	21459
6-7/6-7	-48 A	8-12		9-16	9-30	39900	37900	35910			78603	389	P	21459 10/1
6-20/6-20	-43 A	7-20		9-16	9-30	42900	35900	38010			84513	918	P	21459 13/1
6-20/6-20	-42 E	8-17		9-16	10-16	59000	47000	53100			116230	573	P	21459 13/1
6-23/6-30	41 F	8-29		9-16	9-29	60000	57000	54000	2000		11182-	O	P	21459
6-24/6-24	36 F	10-14		9-24	10-21	53000	46400	52200			129920	O	P	21459
6-24/6-24	4360-35 C	8-7	7-28-80	9-24	10-19	54500	38500	49050			104368	529	P	21459 13/1
6-24/6-24	34 A	7-18		9-24	10-3	44900	37700	37710			20239	612	F	21459 13/1
6-24/6-24	37 A	9-5		9-24	10-7	39900	36900	35910	2000		76409	387	P	21459 13/1
6-24/6-24	38 A	7-10		9-24	10-9	38900	10000	35010			74494	786	P	21459 13/2
6-24/10-9	33 A	11-21		9-24	12-15	43900	41700	39510	2000		84069	O		
6-24/6-24	32 E	9-11		9-24	10-7	55000	42000	49500			105325	O	P	21459
6-24/1-14	31 F	7-21		9-24	10-3	59000	65100	52200			111070	818	P	21459 13/1
6-24/6-24	4360-26 F	9-6	8-1-80	9-27	10-14	58000	46400	52200			109403	818	P	21459 13/1
6-24/10-16	-25 C	11-17		9-27	11-25	56500	49000	50850	2000		106573	O	P	21459

Prepared by	Initials	Date
Approved by		

7160

1322

			1	2	3	4	5	6	7	8	9	10	11	12	13
6-1/6-24	4360-24 A	9-25	8-1-80	9-27	10-10	41900	37700	39710				79034	0	P	21459
6-5/6-5	-27 A	7-9		9-27	10-29	38900	36950	35010				73375	786	P	21459 13/1
6-4/6-24	-28 A	8-19		9-27	10-10	39900	28900	35910				75262	367	P	21459 13/1
6-11/6-28	-22 E	8-30		9-27	10-14	58000	38000	52200		2000		109403	863	P	21459 13/1
6-7/6-14	-21 F	8-7		9-27	10-29	58000	55000	52200				109403	848	P	21459 13/1
6-11/6-18	-23 A	8-6		9-27	10-7	41900	37700	39710				79034	407	P	21459 13/1
7-5/7-15	4360-16 F	10-27	8-8-80	11-1	11-7	61000	51950	54900		2000		188033	0	P	21459
7-7/10-10	-15 C	11-18		11-1	11-26	57500	42500	50750		2000		177244	0	P	21459
6-21/6-28	-14 A	8-6		10-3	10-14	43900	41700	39510				82697	426	P	21459 13/1
7-5/7-26	-17 D	10-8		11-1	10-24	53500	42800	48150		2000		164914	0	P	21459
6-21/6-28	13 A	8-29		10-3	10-22	43900	41700	39510				82697	426	P	21459 13/1
7-5/11-22	12 E	CASH		11-1	11-26	60000	51000	54000		2000		184450	1755	P	21459 13/2
7-5/7-5	11 F	8-5		10-2	10-8	60000	57000	54000				110550	583	P	21459 13/1
7-2/7-6	4360-1 G	9-30	8-22-80	11-1	10-24	53900	45400	48510		2000		114623	0	P	21459
7-2/7-22	-2 E	9-18		11-1	10-24	60000	52500	54000		2000		157650	583	P	21459 13/1
7-2/7-8	-3 A	8-27		11-1	10-29	43900	35000	39510		2000		115348	426	P	21459 13/1

915

Prepared by	Initials	On
Approved by		

1582

	1	2	3	4	5	6	7	8	9	10	11	12	13
1	6-21/21	4360-4	B	10-5	8-22-80	11-1	10-29	42900	38600	39510			
2											115318		
3	7-5/7-5	-5	H	8-8		10-3	10-8	59000	58050	53100			
4											74297		
5	7-13/1-23	7753-51	F	11-20	8-29-80	9-12	11-21	61000	57950	54900			
6											28670		
7	8-8/68	52	E	8-25		9-12	9-25	60000	57000	54000			
8											282-		
9	7-9/7-8	53	A	8-21		9-12	10-14	42900	41700	39510			
10											20634		
11	7-17/7-26	58	A	10-5		9-12	10-16	42900	40650	39610			
12											2000		
13	7-12/7-12	57	A	9-11		9-12	9-30	42900	38600	38610			
14											20164		
15	7-2/8-2	54	A	9-11		9-12	10-6	44900	40400	40410			
16											21104		
17	7-13/9-23	55	C	10-24		9-12	11-19	57500	57500	51750			
18											2000		
19	7-12/7-2	7753-56	F	CASH	9-5-80	9-12	9-30	61000	58950	54900			
20											14411		
21	7-17/7-12	41	F	9-21		9-17	9-30	61000	57950	54900			
22											24705		
23	7-15/12-2	42	E	12-8		9-17	11-21	60000	57000	54000			
24											3000		
25	7-14/7-14	43	A	11-13		9-16	11-14	44900	42650	40410			
26											16667		
27	7-11/7-11	48	A	CASH		9-16	10-10	41900	39800	37710			
28											15555		
29	10-3/10-2	47	A	10-2		9-16	10-24	42900	36400	38610			
30											15907		
31	7-17/8-7	46	F	9-19		9-16	10-8	62500	59350	56250			
											23203		

1582

10

Project No.	Industry	Rate
Approved by		

1759

1324

	1	2	3	4	5	6	7	8	9	10	11	12	13
						91% of SP							
8-5/16.5	7753-45 C	9-19	9-12-80	9-16	10-6	57500	42500	51750			7760	0	21459
7-19/7-26	-44 A	10-24		9-16	10-24	74900	19900	40410	2000		6060	0	21459
7-19/7-19	-31 F	8-24		9-23	10-9	60000	57000	54000			32275	583	21459 13/1
8-9/1-1	-32 E	9-11		9-23	10-9	59000	49000	53100			21901	0	21459
7-5/1-3	-33 A	9-25		9-23	10-31	42100	40750	38610			15917	209	21459 13/1
7-2/9-12	-38 A	10-31		9-23	11-3	41900	39800	37710	2000		15554	0	21459
8-2/9-8	-37 A	9-25		9-23	10-30	41900	33500	37710	2000		15554	254	21459 13/1
7-26/7-26	7753-34 A	9-12	9-19-80	9-23	10-10	43900	41700	39510			5934	0	21459
7-19/1-19	35 C	8-29		9-23	10-10	56500	53650	50850			7624	547	21459 13/1
8-9/8-9	36 F	9-15		9-23	10-15	61500	49200	55350			83	0	
7-2/7-13	21 F	10-24		10-3	11-1	60000	57000	54000	2000		39350	0	
8-23/8-30	22 E	10-3		10-3	10-24	59000	34000	53100	2000		27874	0	
7-2/7-19	23 A	8-29		10-3	10-16	43900	41700	39510			20734	214	13/1
7-19/7-28	28 A	11-26		10-3	12-1	41900	39800	37710	2000		19906	0	
7-19/7-11	7753-27 A	10-30	9-26-80	10-3	11-7	41900	39800	37710			7808	0	
7-14/7-23	24 A	9-19	9-26-80	10-18	10-16	43900	41700	39510	2000		38501		

BLIND DUCT & GUTTER SYSTEM

Prepared by	Initials	Date
Approved by		

3324

				1	2	3	4	5	6	7	8	9	10	11	12	13
7-11/26	7753-25C	CASH	9-26-80	10-3	12-1	50500	53650	50850				2000	1	14619	549	12/1
7-19/7-19	26 F	9-2		10-3	10-17	60000	30000	54000				7	15525	292		12/1
8-2/12	11 F	-		-	-	62500	50000	56250				2000				
10-11/12-21	12 E	CASH		11-20	2-20	60000	57300	54000				2000	16	163575	2047	13/12
7-30/7-30	13 A	9-12		10-15	10-22	44900	40400	40410				19	33844	218		13/12
8-5/8-5	7753-14 A	9-5	10-3-80	10-15	10-20	44900	42650	40410				12	22226	218		13/12
7-19/7-19	17 D	9-30		10-15	11-24	53500	50800	48150				12	26483	0		
8-30/8-30	16 F	10-3		10-15	10-17	62500	17500	56250				12	30938	0		
5-17/5-17	15 C	10-15		10-15	10-22	57500	37500	57750				12	28463	0		
7-26/7-26	1 G	10-14		10-20	11-12	54900	50150	49410				17	38499	0		
11-7/12-22	2 E	-				40000	48000	54000				2000		0		
2-26/2-27	3 A	10-24		10-20	10-24	44900	35900	40410				2000	17	31186	0	
7-21/10-18	7753-4 B	12-8	10-10-80	10-20	12-19	44900	30900	40410				2000	10	18521	0	
1-23/12-18	-5 H	1-20		-	2-9	62500	50000	56250				2000		0		
						8161600		7795440				128000	20085368		2798558	

1325

Wymount Interest Rates used

Prepared By	Initials	Date
Approved By		

Coupon Rate (Primet 2%)

April 80

21.5%

May 80

14.5

June 80

13.0

July 80

13.0

Aug 80

13.0

Sept 80

13.5

Oct 80

16.5

Nov 80

17.5

SALES
REPORTS

WEEK ENDING 6/21/12

PROJECT NAME:

IVYMOUNT COURT

D-12

SALES PERSON																							UNIT TYPE																							BUILDING NUMBER																							SITE OF SALE																							SALES PRICE																							CASH MONEY																							MORTGAGE AMOUNT																							UNIT VACANT																							COUP NUMBER																							WALK FOR EXTRAS																							CONSTRUCTION START																							PROPOSED CONSTRUCTION ACCEPTANCE																							INSTRUCTION ACCEPTANCE																							INSTRUCTION & COLOR SHEET																							INDEX																							AN APPLICATION																							PROPOSED LOAN APPROVAL																							SITE LOAN APPROVAL																							DATE COMMITMENT EXPIRES																							OVER WALK THRU																							PROPOSED WALK THRU ACCEPTANCE																							FINAL CLOSING DATE																							REMARKS																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
SALES PERSON																							UNIT TYPE																							BUILDING NUMBER																							SITE OF SALE																							SALES PRICE																							CASH MONEY																							MORTGAGE AMOUNT																							UNIT VACANT																							COUP NUMBER																							WALK FOR EXTRAS																							CONSTRUCTION START																							PROPOSED CONSTRUCTION ACCEPTANCE																							INSTRUCTION ACCEPTANCE																							INSTRUCTION & COLOR SHEET																							INDEX																							AN APPLICATION																							PROPOSED LOAN APPROVAL																							SITE LOAN APPROVAL																							DATE COMMITMENT EXPIRES																							OVER WALK THRU																							PROPOSED WALK THRU ACCEPTANCE																							FINAL CLOSING DATE																							REMARKS																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
WEEK ENDING 6/22/12																							PROJECT NAME: IVYMOUNT COURT																							D-12																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																

WEEK ENDING _____

PROJECT NAME: _____

WEEK ENDING _____																									
PROJECT NAME: _____																									
CHASER'S NAME	Salesperson	Unit Type	Building Number	Date of Sale	Sales Price	Earnest Money	Mortgage Amount	Unit Vacant	Group Number	Walk for Extras	Construction Start	Proposed Construction Start	Option & Color Sheet	Carpet Installed	Loan Application	Proposed Loan Approval	Date Loan Approved	Date Commitment Expires	Buyer Walk Thru	Proposed Closing Date	Actual Closing Date	REMARKS			
STEINWARDER	B	D	55	17	5/4	46,500	2,350	15,000	V	M	3/17	3/24	4/18	5/6	CD	5/19	5/20	6/20	6/6	7/21	7/22	9/8	9/8	CLOSED	
VEITHENHEID	B	F	55	21	5/6	54,000	2,700	41,600	V	2	7/25	7/28	8/15	8/13	JR	8/18	8/19	6/1	7/9	8/19	8/27	8/27	8/29	CLOSED	
KRIER	US	E	55	22	5/23	51,000	2,600	48,400	V	2	7/25	7/28	8/15	8/12	JR	8/15	8/15	5/14	5/23	8/19	8/19	8/22	8/28	CLOSED	
PARR	B	A	55	23	5/11	39,900	2,000	31,900	V	2	7/25	7/28	8/15	8/12	CS	8/15	8/15	7/16	10/10	10/18	10/18	11/10	11/11	CLOSED	
VOLZ	B	A	55	21	5/4	39,900	2,000	30,000	V	2	7/25	7/28	8/15	8/12	CS	8/15	8/15	5/15	6/15	8/18	8/21	8/22	8/28	CLOSED	
STREMPER	US	C	55	25	4/8	47,500	2,400	15,100	V	2	7/25	7/25	8/15	8/13	CS	8/18	8/18	5/11	6/4	8/21	8/21	8/29	8/29	CLOSED	
DUKE	B	F	55	26	5/10	54,000	2,700	24,000	V	2	7/25	7/25	8/15	8/12	CS	8/15	8/15	7/22	9/12	9/29	10/14	10/13	10/14	CLOSED	
MULLI	B	A	55	27	9/1	38,900	1,950	36,950	V	2	7/25	7/28	8/15	8/12	CD	8/15	8/15	6/6	7/6	8/21	9/9	9/9	9/9	CLOSED	
YORIO	B	A	55	28	9/4	38,900	1,950	31,100	V	2	7/25	7/28	8/15	8/13	JR	9/24	C	A	S	H	9/27	9/29	9/29	9/29	CLOSED
FUTTERER	B	F	55	31	5/21	55,000	2,750	20,000	V	2	7/25	7/28	8/15	8/12	CS	8/29	8/29	5/12	6/12	9/4	9/10	9/11	9/11	CLOSED	
LISCOM	B	E	55	32	8/21	60,000	3,000	30,000	V	1	7/25	7/28	8/15	8/8	CS	8/13	C	A	S	H	9/30	10/1	10/1	10/1	CLOSED
JUDOL	B	H	55	33	5/8	44,900	2,050	30,900	V	1	7/25	7/28	8/15	8/8	CS	8/15	8/15	5/21	6/21	8/20	8/26	8/27	8/28	CLOSED	
LORD	B	A	55	34	5/21	40,900	2,050	30,900	V	1	7/25	7/28	8/15	8/8	JR	8/13	8/13	5/27	6/27	8/15	8/15	8/22	8/29	CLOSED	
HAMBICK	US	C	55	35	5/20	48,500	2,500	46,000	V	2	7/25	7/28	8/15	8/13	CS	8/19	8/19	11/12	6/13	8/19	8/19	8/27	8/28	CLOSED	
DEAN/DEAN	B	F	55	36	5/17	55,000	2,750	52,250	V	2	7/25	7/28	8/15	8/13	JR	8/15	8/15	6/4	7/4	8/19	8/22	8/27	8/28	CLOSED	
DEAN	B	H	55	37	5/30	40,900	2,100	38,800	V	2	7/25	7/28	8/15	8/13	CS	8/18	8/18	5/19	6/19	8/25	8/25	8/27	8/29	CLOSED	

PROJECT NAME:

1329

WEEK ENDING _____

PROJECT NAME: _____

WEEK ENDING _____																										
PROJECT NAME: _____																										
CHASER'S NAME	Lender	Loan Type	Building Number	Date of Sale	Sales Price	Interest Money	Mortgage Amount	Site Unit Vacant	Prop. Number	Walk for Extras	Construction Start	Proposed Construction Start	Construction Acceptance	Option & Color Sheet	Canet Installed	Can Application	Proposed Loan Approval	Date Loan Approved	Buyer Commitment Expires	Buyer Walk Thru	Proposed Walk Thru Acceptance	Final Closing Date	Proposed Closing Date	REMARKS		
DECKER	US	I	4/5	1	4/21	54,500	2,725	12,150	V	9	8/1	9/15	9/16	10/17	TB	10/17	DOM	4/21	5/21	6/17		10/17	10/17	10/17	0 CLOSED	
PETR	US	D	4/5	2	9/7	54,500	2,750	31,500	V	9		9/5	9/16	10/20	TB	10/20	DOM	9/19	10/19	10/25		11/1	11/1	11/13	0 CLOSED	
LAVINE	US	N	4/5	3	11/6	54,500	54,500	-0-	V	9	9/1	9/5	9/16	10/29	CS	10/20	C	A	S	H			12/1	12/1	I CLOSED	
QUINN/ISSUE	B	H	4/5	4	4/8	51,500	2,800	48,700	V	9		9/5	9/16	10/29	CS	10/23	PTD	8/9	9/19	9/26		10/27	10/27	10/27	0 CLOSED	
DONAHUE	B	G	4/5	5	5/1	50,900	2,550	39,900	V	7	8/1	8/29	9/16	10/13	JR	10/20	SF	11/7	11/17	8/5	10/30	10/20	10/24	10/24	0 CLOSED	
ROLLER	US	E	4/5	6	6/19	57,000	2,850	45,600	V	7	8/1	8/29	9/16	10/13	TB	10/20	WTF	10/8	11/8	1/9		11/20	11/20	11/13	I CLOSED	
NEWMAN/DOUGLAS	B	D	4/5	7	5/31	50,500	2,400	40,100	V	7	8/1	8/29	9/16	10/15	CS	10/15	DOM	6/10	7/10	7/12		10/14	10/14	10/15	10/17	0 CLOSED
HEATH	US	D	4/5	8	6/1	50,500	2,550	41,950	V	7	8/1	8/29	9/16	10/15	CS	10/17	S	11/8	11/5	7/23	9/16	10/14	10/16	10/16	0 CLOSED	
GILLEN	B	C	4/5	9	5/21	50,500	2,550	40,000	V	7	8/1	8/29	9/16	10/13	JR	10/17	DOM	5/28	6/28	6/25		10/17	10/23	10/23	0 CLOSED	
LOPES/STY	US	G	4/5	10	5/31	49,400	2,550	46,850	V	7	8/1	8/29	9/16	10/13	JR	10/17	DOM	6/11	7/11	8/26		10/21	10/30	10/31	0 CLOSED	
TEELLY	US	F	4/5	11	6/8	57,000	2,850	54,150	V	5	9/14	9/14	9/19	10/29	TE	10/14	DOM	8/6	9/6	9/25		10/20	10/31	10/31	0 CLOSED	
BRENNAN	US	E	4/5	12	5/2	51,500	2,800	-0-	V	5	9/14	9/14	9/19	10/29	TB	10/13	C	A	S	H		10/16	10/20	10/20	0 CLOSED	
OLDUC/WALKER	B	D	4/5	13	5/31	51,500	2,600	48,900	V	5	9/14	9/14	9/19	10/12	JR	10/29	DOM	6/8	7/8	9/1	10/13	10/11	10/12	10/13	0 CLOSED	
DRURY	B	D	4/5	14	6/21	53,500	2,700	42,800	V	5	8/1	8/29	9/19	10/12	CS	10/13	NOV	10/27	11/21	12/2	11/15	10/18	10/14	10/14	I CLOSED	
LESTER	B	C	4/5	15	9/12	48,500	2,450	43,500	V	7	8/1	8/29	9/19	10/12	JR	10/12	WTF	9/5	10/5	10/14		10/10	10/11	10/11	0 CLOSED	
WALKER	US	F	4/5	16	5/16	62,500	3,150	51,550	V	7	8/1	8/29	9/19	10/12	JR	10/13	DOM	10/13	11/23	11/21		11/16	11/15	11/15	0 CLOSED	

WEEK ENDING _____

PROJECT NAME: _____

WEEK ENDING _____																										
PROJECT NAME: _____																										
BUYER'S NAME	Unit Type	Building Number	Date of Sale	Sales Price	Earnest Money	Mortgage Amount	Rate Unit Vacant	Group Number	Walk for Extras	Construction Start	Proposed Construction Start	Option & Color Sheet	Carpet Installed	Loan Application	Date Loan Approved	Buyer Commitment Expires	Buyer Walk Thru	Proposed Closing Date	Actual Closing Date	REMARKS						
TRANTO	B	D	45	17	1/20	53,500	2,700	42,800	V	7	7/1	8/29	9/19	1/2	CS	1/2	5	1/22	8/26	10/20	10/13	10/10	10/10	0	CLOSED	
MCNOIT	B	J	45	18	5/17	28,500	1,450	27,050	V	7	8/1	8/29	1/19	1/2	CS	1/6	10	5/20	6/20	10/31	10/5	11/6	11/6	11/6	0	CLOSED
PICLARS	B	F	45	21	9/1	56,000	2,800	53,200	V	4	7/31	8/5	9/12	9/24	CS	1/1	10	9/4	9/25	1/29	10/3	10/10	10/10	10/10	0	CLOSED
CHIN	US	E	45	22	5/31	55,000	2,750	52,250	V	4	7/31	8/5	9/12	1/24	CS	1/24	10	9/26	10/10	10/21	10/19	10/24	10/24	10/24	0	CLOSED
SHOLMS	US	D	45	23	1/20	16,500	2,350	14,150	V	5	7/31	8/22	9/12	1/24	TR	1/7	10	5/27	5/27	6/25	10/11	10/8	10/8	10/8	0	CLOSED
ERNDOFFER	B	D	45	24	4/1	52,500	2,650	32,500	V	5	7/31	8/22	9/12	1/24	TR	1/25	10	9/27	10/22	10/19	10/2	10/28	10/28	10/28	0	CLOSED
HIGGINS	B	C	45	25	7/31	52,500	2,600	49,900	V	5	7/31	8/22	9/12	9/24	CS	1/25	10	6/4	7/4	7/5	9/25	10/17	10/17	10/17	0	CLOSED
LOJAN	B	F	45	26	9/1	52,000	2,500	43,000	V	5	7/31	8/22	9/12	9/24	CS	1/25	10	6/6	7/16	9/2	9/15	10/29	10/7	10/7	0	CLOSED
LOWMAN	US	D	45	27	3/21	45,500	9,600	-	V	5	7/31	8/22	9/12	9/24	CS	1/25	C	A	S	H	10/1	10/8	10/8	10/8	I	CLOSED
ROBERT	US	D	45	28	9/15	52,500	2,650	49,850	V	5	7/31	8/22	9/12	9/24	CS	1/21	5	9/23	10/23	10/21	10/21	10/31	10/31	10/31	0	CLOSED
ASHFORD	US	F	45	31	1/6	62,500	3,150	59,350	V	4	7/31	8/5	9/5	1/18	CS	1/14	5	11/7	12/7	12/4	11/25	11/3	12/5	12/5	0	CLOSED
NEUMANN	B	E	45	32	5/24	57,000	2,700	51,300	V	4	7/31	8/5	9/5	9/18	CS	1/14	10	5/29	6/29	7/3	7/22	7/29	7/29	7/29	0	CLOSED
WILLSON	B	D	45	33	7/1	47,500	2,400	45,100	V	4	7/31	8/5	9/5	9/18	CS	1/1	10	5/21	6/21	6/7	7/19	7/26	7/26	7/26	0	CLOSED
SCIDLITZ	B	D	45	34	4/1	51,500	2,600	48,900	V	4	7/31	8/5	9/5	9/18	TR	1/10	5	9/1	11/7	7/23	10/13	10/6	10/7	10/7	0	CLOSED
SHANAHAN	B	C	45	35	5/31	51,500	2,600	-	V	4	7/31	8/5	9/5	1/18	TR	1/10	C	A	S	H	9/9	9/25	9/25	9/25	0	CLOSED
WILLSON	B	F	45	36	9/1	52,500	2,150	59,350	V	4	7/31	7/15	9/5	7/18	TR	1/10	5	10/30	11/30	11/21	12/1	12/1	12/1	12/1	0	CLOSED

PROJECT NAME:

1332

WEEK ENDING _____

PROJECT NAME: _____

WEEK ENDING _____																										
PROJECT NAME: _____																										
CHASER'S NAME	Salesperson	Unit Type	Building Number	Site of Sale	Sales Price	Earnest Money	Mortgage Amount	Site Unit Vacant	Group Number	Walk for Extras	Construction Start	Proposed Construction Start	Option & Color Sheet	Carpet Installed	Loan Application	Date Loan Approved	Date Commitment Expires	Buyer Walk Thru	Proposed Closing Date	Actual Closing Date	REMARKS					
STEIN	B	G	LD	1	7/6	53,900	2,700	45,400	V	15	8/5	9/5	9/19	11/1	CS	10/17	SF	7/24	8/24	9/30	10/23	10/24	10/24	0. CLOSED		
EULER	B	E	LD	2	8/22	60,000	3,000	52,500	V	16	8/5	9/12	9/26	11/1	JR	10/12	SF	8/26	9/26	9/18	10/25	10/24	10/24	0. CLOSED		
BERNTZEN	B	A	LD	3	7/8	43,900	2,200	35,000	V	16	8/5	9/12	9/26	11/1	CS	10/21	WB	7/24	8/24	8/27	11/1	10/21	10/29	10/29	0. CLOSED	
SETTY G. B. REV	US	B	LD	4	4/21	43,900	4,300	38,600	V	16	8/5	9/12	9/26	11/1	CS	10/22	WB	7/21	8/21	10/15		10/21	10/28	10/29	I. CLOSED	
LUDLOW	B	H	LD	5	7/5	59,000	2,950	56,050	V	16	8/5	9/12	9/26	10/3	JR	10/8	SF	7/10	8/10	8/8	10/8	10/6	10/8	10/8	0. CLOSED	
PINKY/TRIPPE	US	F	LD	11	7/5	60,000	3,000	57,000	8/5	15		9/5	9/19	10/2	CS	10/7	SF	7/10	8/10	8/5	10/8	10/6	10/8	10/8	0. CLOSED	
SNYDER	US	E	LD	12	10/2	60,000	3,000	57,000	V	15	8/5	9/5	9/19	11/1	CB	10/3	C	A	S	H		11/6	11/9	11/26	11/26	0. CLOSED
M. H. ASHLEY	US	A	LD	13	4/28	43,900	2,200	41,700	V	15	8/5	9/5	9/19	10/3	CS	10/3	WB	7/15	8/15	8/29	11/1	10/15	10/22	10/22	0. CLOSED	
JOHNSON	B	A	LD	14	4/28	43,900	2,200	41,700	V	15	8/5	9/5	9/19	10/3	CS	10/8	SF	7/1	8/1	8/6	10/14	10/10	10/14	10/14	0. CLOSED	
PITTE	B	C	LD	15	10/6	57,500	2,900	42,500	6/5	15	8/5	9/5	9/19	11/1	CS	10/17	WB	10/17	11/17	11/18		11/10	11/21	11/26	11/26	0. CLOSED
WINNIE/PORTMAN	B	F	LD	16	7/15	60,000	3,050	57,950	V	15	8/5	9/5	9/19	11/1	CS	10/8	WB	10/17	10/31	10/27		10/27	11/7	11/7	11/7	0. CLOSED
EDIE	B	D	LD	17	7/26	53,500	2,700	42,800	V	15	8/5	9/5	9/19	11/1	CS	10/8	JR	8/4	9/4	10/8		10/20	10/24	10/23	10/24	0. CLOSED
GRAVINO	B	F	LD	21	4/14	58,000	3,000	55,000	V	14	8/5	8/29	9/12	9/27	CS	10/1	WB	7/1	8/1	8/7	10/15	10/17	10/29	10/29	0. CLOSED	
WILDECK/INDT	US	E	LD	22	6/8	58,000	5,800	38,000	V	14	8/5	8/29	9/12	9/27	CS	10/2	WB	7/3	8/3	8/30		10/4	10/14	10/14	10/14	I. CLOSED
L. S. KO	B	H	LD	23	4/14	41,900	2,100	37,700	V	14	8/5	8/29	9/12	9/27	CS	10/1	WB	7/24	8/24	8/6	10/7	10/13	10/13	10/13	0. CLOSED	
W. H. KO	B	H	LD	24	4/21	41,900	2,100	37,700	V	14	8/5	8/29	9/12	9/27	CS	10/8	WB	7/21	8/21	7/25		10/6	10/10	10/10	10/10	I. CLOSED

PROJECT NAME:

1334

WEEK ENDING

PROJECT NAME:

WEEK ENDING																							
PROJECT NAME:																							
PERSON'S NAME	Unit Type	Building Number	Year of Sale	Sales Price	Interest Money	Mortgage Amount	Is Unit Vacant	Ask for Extras	Proposed Construction Start	Instruction Construction Acceptance	Inspection & Color Sheet	Order Installed	Inspection Application	Proposed Loan Approval	Is Commitment Expires	Per Walk Thru	Proposed Closing Date	Final Closing Date	REMARKS				
FINNEON	B	C	60	45	6/20	56,500	2,850	53,650	V	13	8/5	8/22	9/5	9/16	CS	9/16	9/29	10/1	10/1	0	CLOSED		
PETRELLI	US	F	60	46	6/7	51,000	2,850	54,150	V	13	8/5	8/22	9/5	9/16	CS	9/16	10/1	10/1	10/1	0	CLOSED		
KISCHE	US	A	60	47	6/5	39,900	1,995	37,905	V	13	8/5	8/22	9/5	9/16	CS	9/16	10/1	10/1	10/1	I	CLOSED		
PAPACCI/WOOD	B	A	60	48	6/7	39,900	2,000	37,900	V	13	8/5	8/22	9/5	9/16	CS	9/16	10/1	10/1	10/1	0	CLOSED		
PARELIEN/MEAD	US	F	60	51	6/21	59,000	5,900	53,100	V	12	8/5	8/5	8/21	9/12	JR	9/17	10/1	10/1	10/1	I	CLOSED		
KIMMINS	P	E	60	52	6/4	58,000	2,900	55,100	V	12	8/5	8/5	8/21	9/12	CS	9/17	10/1	10/1	10/1	0	CLOSED		
CH. SZEMERE	B	A	60	53	6/21	42,900	2,100	35,400	V	12	8/5	8/5	8/21	9/12	CS	9/17	10/1	10/1	10/1	0	CLOSED		
MCCORMACK	US	A	60	54	6/7	41,900	2,100	33,500	V	12	8/5	8/5	8/21	9/12	CS	9/17	10/1	10/1	10/1	I	CLOSED		
COOK/CUNTER	B	C	60	55	7/5	56,500	2,850	53,650	V	12	8/5	8/5	8/21	9/12	CS	9/17	10/1	10/1	10/1	0	CLOSED		
ZICK	US	F	60	56	6/22	59,000	2,950	56,050	V	12	8/5	8/5	8/21	9/12	JR	9/17	10/1	10/1	10/1	0	CLOSED		
HALL	P	A	60	57	6/4	39,900	2,000	37,900	V	12	8/5	8/5	8/21	9/12	CS	9/17	10/1	10/1	10/1	0	CLOSED		
FLOYD	US	A	60	58	6/7	40,900	2,050	38,850	V	12	8/5	8/5	8/21	9/12	CS	9/17	10/1	10/1	10/1	0	CLOSED		

WEEK ENDING _____

PROJECT NAME:

LYMOUNT COURT

WEEK ENDING _____																										
PROJECT NAME: <u>IVYMOUNT COURT</u>																										
BUYER'S NAME	Unit Type	Unit Number	Class of Sale	Sale Price	Arrest Money	Mortgage Amount	Net Unit Vacant	Comp Number	Walk for Extras	Construction Start	Proposed Construction Start	Construction Acceptance	Paint Installed	Paint Color Sheet	Gen Application	Proposed Loan Approval	Date Loan Approved	Rate Commitment Expires	Buyer Walk Thru	Proposed Closing Date	Actual Closing Date	REMARKS				
ARROLL	B	G	53	1	7/26	54,900	2,750	52,150	V	11			10/10	10/20	CS	10/14	CEN.	8/15	9/15	10/14	11/12	11/6	11/12	11/12	CLOSED	
DALY	US	E	53	2	12/22	60,000	6,000	48,000	V	11			10/10		CS	11/12										
KOTZE	B	A	53	3	8/24	44,900	2,250	35,900	V	11	7/18	9/12	10/10	10/20	CS	10/20	MAX. RIVER	8/29	9/29	10/24		10/22	10/24	10/24	10/24	CLOSED
STRUTT	B	B	53	4	10/18	44,900	2,250	30,900	V	11	7/18	9/12	10/10	10/20	CS	10/20	WING	10/22	11/22	12/8		11/12	12/9	11/9	12/9	CLOSED
MANGIAFICO	B	H	53	5	12/18	62,500	3,150	50,000	V	11			10/10		CS	1/22	V.B.	12/23	1/23	1/12	1/23	1/19	2/2	2/9	2/9	CLOSED
DALY	US	F	53	11	1/10	62,500	6,250	50,000	V	10			10/3		JR	1/20										
HIRST	W.	E	53	12	12/24	60,000	2,700	57,300	V	10			10/3	11/20	CS	1/12	C	A	S	H		2/10	2/20	2/20	2/20	CLOSED
ALLIEN / LOUIS	B	A	53	13	7/30	44,900	4,500	40,400	V	11			10/3	10/15	CS	10/18	B.F. SAUL	8/19	9/19	9/12		10/16	10/22	10/23	10/22	CLOSED
MOODY	B	A	53	14	8/5	44,900	2,250	42,650	V	11	7/18	9/12	10/3	10/15	TB	10/18	SF	8/12	9/12	9/5	11/10	10/15	10/20	10/17	10/20	CLOSED
ZARFAS	B	C	53	15	8/17	57,500	2,900	37,500	V	11			10/3	10/15	CS	10/18	CEN.	8/20	9/20	10/15		10/18	10/22	10/21	10/22	CLOSED
PRESCOTT	B	F	53	16	8/30	62,500	3,150	17,500	V	11			10/3	10/15	CS	10/16	SF	9/2	10/2	10/3		10/16	10/17	10/17	10/17	CLOSED
BRUMBLE	B	D	53	17	7/19	53,500	2,700	50,800	V	11			10/3	10/15	JR CS	10/16	CEN.	8/30	9/30	9/30	10/29	10/17	10/24	10/24	10/24	CLOSED
KISCHE	US	F	53	21	7/19	60,000	3,000	57,000	IND	10	7/18	9/5	9/26	10/3	CS	10/19	SF	8/12	9/12	10/24	11/1	10/31		11/1	11/1	CLOSED
LISOWSKI	B	E	53	22	8/30	59,000	2,950	34,000	V	10	7/18	9/5	9/26	10/3	JR	10/11	SF	9/3	10/3	10/3		10/15	10/21	10/21	10/24	CLOSED
DORSEY	US	A	53	23	7/19	43,900	2,200	41,700	V	10	7/18	9/5	9/26	10/3	CS	10/11	SF	7/29	8/29	8/29	10/27	10/10	10/16	10/16	10/16	CLOSED

WEEK ENDING _____

PROJECT NAME: _____

INVMOUNT COURT

WEEK ENDING _____																										
PROJECT NAME: <u>IVY MOUNT COURT</u>																										
CHASER'S NAME	Salesperson	Unit Type	Building Number	Date of Sale	Sales Price	Earnest Money	Mortgage Amount	Rate Unit Vacant	Group Number	Walk for Extras	Construction Start	Proposed Construction Start	Option & Color Sheet	Carpet Installed	Sender	Loan Application	Date Loan Approved	Date Commitment Expires	Buyer Walk Thru	Proposed Closing Date	Actual Closing Date	REMARKS				
BEACHY	US	A	53	24	7/23	43,900	2,200	41,700	V	10			9/26	10/12	JR	10/11	SF	8/18	9/18	9/19	10/17	10/14	10/16	10/16	CLOSED	
LAVINE	US	C	53	25	11/26	56,500	2,850	53,650	V	10	7/18	9/5	9/26	10/3	CS	10/20	C	A	S	H				12/1	12/1	CLOSED
SALZMAN	E	F	53	26	7/19	60,000	3,000	30,000	V	10	7/18	9/5	9/26	10/3	CS	10/9	SF	8/17	9/17	9/2	11/6	10/19	10/17	10/17	CLOSED	
ELLIOTT	E	A	53	27	7/19	41,900	2,100	39,800	V	10			9/26	10/3	CS	10/11	KIMBLEE	10/14	11/14	10/30		10/15	10/15	11/7	11/7	CLOSED
MAIDEN	US	A	53	28	10/18	41,900	2,100	39,800	V	10			9/26	10/3	CS	10/11	VR NATL	10/15	11/15	11/26		11/17	12/1	12/1	12/1	CLOSED
AVANAUGH	B	F	53	31	7/19	60,000	3,000	57,000	V	8	7/18	8/29	9/19	9/23	JR	10/9	SF	7/24	8/24	8/21	10/10	10/6	10/9	10/9	10/9	CLOSED
FOLAN	B	E	53	32	8/9	59,000	2,950	49,000	V	8	7/18	8/29	9/19	9/23	CS	10/1	SF	8/9	9/1	9/11	10/9	10/3	10/9	10/9	10/9	CLOSED
REEMAN	B	A	53	33	7/15	42,900	2,150	40,750	V	8	7/18	8/29	9/19	9/23	CS	10/1	1st MOR	7/21	8/21	9/25	10/9	10/3	10/31	10/31	10/31	CLOSED
PHILLIPS	US	A	53	34	7/26	43,900	2,200	41,700	V	8	7/19	8/29	9/19	9/23	CS	9/29	WICK	8/14	9/4	9/12	9/30	10/6	10/10	10/10	10/10	CLOSED
NEWTON	B	C	53	35	7/19	56,500	2,850	53,650	V	8	7/18	8/29	9/19	9/23	JR	9/29	SF	7/29	8/29	8/29	10/27	10/3	10/10	10/10	10/10	CLOSED
TRENTACOSTE	B	F	53	36	8/9	61,500	6,150	49,200	?	8			9/19	9/23	CS	10/1	DOM. FIN.	8/16	9/16	9/15	10/16	10/9	10/15	10/15	10/15	CLOSED
WOHLFELD	B	A	53	37	9/8	41,900	2,100	39,800	V	8	7/18	8/29	9/19	9/23	TB	10/17	SF	9/11	10/11	9/25	11/10	10/18	10/30	10/30	10/30	CLOSED
KANALASI	US	A	53	38	9/12	41,900	2,100	39,800	V	8	7/19	8/29	9/19	9/23	JR	9/29	SF	9/30	10/30	10/30		10/29	11/3	10/31	11/3	CLOSED
JOSEPH	US	F	53	41	7/12	61,000	3,050	57,950	V	8	7/18	8/29	9/12	9/17	JR	9/18	SF	7/29	8/29	9/2	9/27	9/24	9/26	9/26	9/26	CLOSED
CATHERINE	B	E	53	42	12/3	60,000	1,000	57,000	V	8	7/18	8/29	9/12	9/17	JR	9/18	COL. MOR.	8/26	9/26	12/2	1/3	12/11	1/1	1/21	1/21	CLOSED

WEEK ENDING _____

PROJECT NAME:

IVYMOUNT COUR

PAGE 12 of 12																										
WEEK ENDING _____																										
PROJECT NAME: <u>LYMOUNT COUR</u>																										
CHASER'S NAME	Dispersion	Unit Type	Building Number	Site of Sale	Sales Price	Earnest Money	Mortgage Amount	Set-up Unit Vacant	Walk for Extras	Construction Start	Proposed Construction Accept	Construction Accept	Carpet Installed	Loan Application	Proposed Loan Approval	Date Commitment Expires	Buyer Walk Thru	Proposed Closing Date	Actual Closing Date	REMARKS						
MIDYAR	US	A	53	43	7/14	44,900	2,250	42,650	V	8	7/18	8/29	9/12	9/16	CD	9/11	8/3	9/3	11/13	10/25	11/14	11/14	11/14	CLOSED		
TRELLI	B	A	53	44	7/6	44,900	2,250	19,900	V	8	7/17	8/29	9/12	9/16	SR	9/18	9/16	10/16	10/24	10/2	10/24	10/24	10/24	CLOSED		
KENNEDY	B	C	53	45	8/5	57,500	2,900	42,500	END	8			9/12	9/16	CS	9/18	8/12	9/12	9/19	10/6	9/29	10/6	10/6	10/6	CLOSED	
OVINGTON	B	F	53	46	8/17	62,500	3,150	59,350	V	8	7/17	8/29	9/12	9/16	CD	9/18	8/21	9/21	9/19	10/22	9/30	10/8	10/8	10/8	CLOSED	
DOMIS	B	A	53	47	10/2	42,900	2,700	36,400	V	8	7/17	8/29	9/12	9/16	CS	9/18	8/10	10/15	10/24	12/7	10/14	10/24	10/21	10/24	CLOSED	
OREMAN	B	A	53	48	7/11	41,900	2,100	39,800	V	8	7/18	8/29	9/12	9/16	CS	9/18	C	A	S	H		9/30	10/10	10/10	10/10	CLOSED
PALACIO	B	F	53	51	7/23	61,000	3,050	57,950	V	6	7/17	8/12	9/5	9/12	CS	9/16	8/4	9/4	11/20	10/13	11/21	11/21	11/21	CLOSED		
SHREVE	B	E	53	52	8/8	60,000	3,000	57,000	V	6	7/17	8/12	9/5	9/12	SR	9/16	8/14	9/14	8/25	9/25	9/24	9/25	9/25	9/25	CLOSED	
DANSON	US	A	53	53	7/8	43,900	2,200	41,700	V	6	7/17	8/12	9/5	9/12	CD	9/16	8/17	8/17	8/21	10/5	10/6	10/13	10/14	10/14	CLOSED	
de la GARZA	US	A	53	54	9/2	44,900	4,500	40,400	V	6	7/17	8/12	9/5	9/12	CD	9/16	8/7	9/7	9/11	10/6	9/29	10/6	10/6	10/6	CLOSED	
GREEN	B	C	53	55	9/23	57,500	2,900	37,500	V	6	7/17	8/12	9/5	9/12	CS	9/16	8/25	10/25	10/24	10/31	11/8	11/9	11/9	11/9	CLOSED	
CAMINO	US	F	53	56	7/12	61,000	3,050	58,950	V	6	7/17	8/12	9/5	9/12	CS	9/16	C	A	S	H		9/23	9/30	9/30	9/30	CLOSED
PEPPER	B	A	53	57	7/12	42,900	4,300	38,600	V	6	7/17	8/12	9/5	9/12	CS	9/16	8/4	9/4	9/11	10/11	9/27	9/30	9/30	9/30	CLOSED	
ADRIAN/TOMS	B	A	53	58	7/26	42,900	2,250	40,650	V	6	7/17	8/12	9/5	9/12	CS	9/16	8/5	9/26	10/5	10/7	10/16	10/16	10/16	10/16	CLOSED	

A D C FAIRWAYS CORP.

7753 Patriot Drive
Annandale, Virginia 22003
(703) 750-2890

July 24, 1980

D-13 #

Mr. Richard E. McCarty
President
Johnmark Construction, Inc.
10935 Indian Head Highway
Oxon Hill, Maryland 20022

Dear Mr. McCarty:

This is to advise that you in default of our contract, as modified relating to Ivymount Court Condominium because of your failure to deliver units in accordance with the terms of the contract. As provided in the June 18, 1980 Modification Agreement your failure to deliver is a material breach. Our contract is terminated. We shall pursue all remedies available to us for this breach.

Very truly yours,



Anthony Guadagnino
ADC Fairways Corp.

/mds

HAND DELIVERED

40: Diller
Dim Disher

John Mark Exhibit 3
Inventory of Items in units (1, 2, 3)
of 4345 Bldg
+ inventory of Cntrs
8/8/80

LOCKSETS:

ENTRY : KWIKSET 40 - 320.40

PASSAGE: KWIKSET 40 - 178.80

PRIVACY : SCHLAGE 71 - 443.75

BEDROOM : KWIKSET 16 - 82.88

BATH : KWIKSET 28 - 145.04

DEAD BOLT ~~33~~ 33 - 229.35

NITE LATCH 28 - 40.32

RIM CYL. 65 256.75

DOOR KNOCKERS 40 430.00

DOOR STOPS 73 22.63

" " HINGE PIN 80 92.80

LATCH BOLTS 2 3/8" BACKSET 48 69.12

40 WATT LITE BULBS 119

" " " " (FLAIRE) 15 77.76

" " " " (FLAME) 28

18 - Kit. Light fixture - ⁸1,022.04
(56.78)

Subtract Heritage North
supplies

	UNIT #11	#12	
28" MED CAB	7	44	= 1759.97
24" " "		4	127.88
HALL FIXTURES	7		63.00
36" LITE	1		31.97
" CABINET	5	3	255.76
" MIRROR		1	10.00
CHANDELIERS	14		452.76
2'0" SOLID CORE DOOR	1		15.75
2'0" DOOR	1		15.75
2'8" DOORS	6		104.52
2'6" "	4		123.64
3'0" "	4		133.24
1'6" "	2		31.50

2'6" BI FOLD DOORS 2 61.82

4'0" BI FOLD DOORS 6 199.86

BI FOLD HWD 16 PACKS 63.20

1X4 102 FT 102.00

1X12 SHELVING 102 LIN FT 102.00

1 1/4" CLOSET POLE 392 LIN. FT. 392.00

2 1/4" CLAM SHELL CASING 70 LIN. FT. 70.00

3 1/4" BASE MOLD 100 LIN. FT 100.00

1 1/4" DOOR STOP MOLD 100 LIN FT 100.00

6' BI FOLD TRACKS 7 14.00

SOAP DISHES 44 100.32

TOOTH BRUSH HOLDERS 44 100.32

TOILET PAPER HOLDER 7 17.50

TOWEL BARS & POSTS 11 45.43

" " " CERAMIC 10 41.30

AIR GAPS 9 45.00

KIT SINK STOPPERS	17	17.00
OVERFLOW PLATES	2	3.40
OVERFLOW PLATES	2	3.40
1 GANG DUPLEX IVORY	24	7.20
1 GANG DUPLEX CHROME	17	17.28
2 GANG TOGGLE STAINLESS STEEL	22	12.98
PORCELAIN CEILING LAMP HOLDER	3	3.00
GFI RECP. PLATES	6	60.00
SILL COCK KEYS	22	27.50
CERAMIC TILE #350	9 ϕ	18.00
" " #343	10 ϕ	20.00
" " #350 END CAP	160 PC's	80.00
" " " " #343	160 PC's	80.00
COVE BASE ALMOND	24 PC's 4" X 48"	40.00
6' VINYL SHEET GOODS	1 ROLL	431.25

SHOWER ROD ESCUTIONS	16	16.00
SHOWER RODS	15 25	125.00

1/8" PLATE GLASS 48"X32"	10	100.00
" " " 22"X32"	6	60.00
" " " 8"X33"	5	50.00

1 BOX ASSORTED CERAMIC BATH FIXTURES	10.00
--------------------------------------	-------

36" LITE LENS (MED. S.A.B.)	7	14.00
-----------------------------	---	-------

48" COUNTER TOPS (WHITE)	6	217.00
52" " " " WITH SINK	1	48.00
29 1/4" " " " " " "	1	

BROILER PANS & TRAYS	30	<u>180.00</u>
----------------------	----	---------------

1 CARTON ASSORTED RANGE PARTS	<u>30.00</u>
-------------------------------	--------------

5' SLIDING DOOR TRACKS	30	150.00
------------------------	----	--------

COVE BASE WHITE	7 BOXES	70.00
-----------------	---------	-------

EXHAUST FAN COVERS	7	35.00
--------------------	---	-------

" " MOTORS	3	60.00
------------	---	-------

9,144.70



CONTINENTAL BANK
 CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO
 731 SOUTH LA SALLE STREET, CHICAGO, ILLINOIS 60693

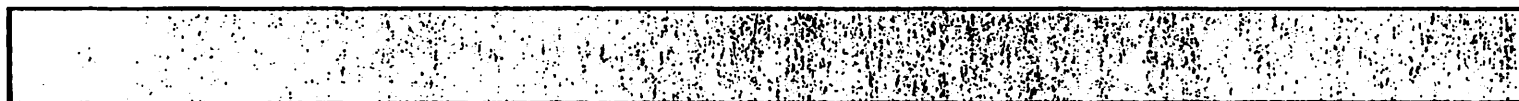
LOAN PAYMENT NOTICE

COMMERCIAL LOAN DIVISION
 TELEPHONE (312) 828-1037

ACCOUNT NUMBER 0002926
 DATE PREPARED 04/30/80

OFFICE: 100 P/C: 635
 OFFICER: 031

NOTE NUMBER	NOTE TYPE	ACTIVITY PERIOD			INTEREST RATE	INTEREST TYPE	INTEREST TRANSACTIONS		PRINCIPAL TRANSACTIONS		NOTE BALANCE AFTER TRANS.	
		FROM	TO	DAYS			AMOUNT		AMOUNT		DOLLARS	CENTS
		MO	DAY	MO	DAY		DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
4896413	DSS			04	01	21.500	BAL.FWD.				24000000	00+
		04	01	04	02	121.500	ACCRUAL					
		04	02	04	18	1622.000	ACCRUAL					
		04	18	04	29	1121.500	ACCRUAL					
		04	29	05	01	221.000	ACCRUAL				24000000	00+



MAIL TO ADC FAIRWAYS CORPORATION
 4415 BRIARWOOD COURT
 ANNANDALE VIRGINIA

22003

CL, PM30, ,0002926, 050180, ,00004490000

PRINCIPAL DUE			
INTEREST DUE		4490000	
TOTAL DUE		4490000	

PAYMENT DUE DATE	05/01/80
---------------------	----------

CUSTOMER COPY

1345



CONTINENTAL BANK
CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO
 231 SOUTH LA SALLE STREET, CHICAGO, ILLINOIS 60603

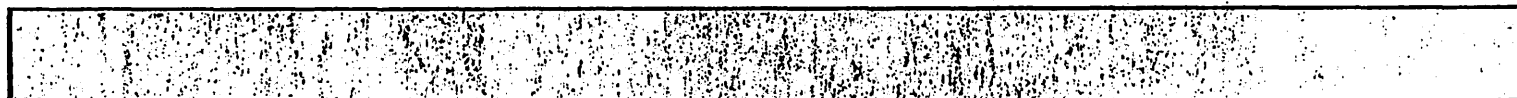
LOAN PAYMENT NOTICE

COMMERCIAL LOAN DIVISION
TELEPHONE (312) 828-1037

ACCOUNT NUMBER **0002926**
 DATE PREPARED **05/30/80**

OFFICE: **100** P/C: **635**
 OFFICER: **031**

NOTE NUMBER	NOTE TYPE	ACTIVITY PERIOD			INTEREST RATE	INTEREST TYPE	INTEREST TRANSACTIONS		TYPE	PRINCIPAL TRANSACTIONS		NOTE BALANCE AFTER TRANS.	
		FROM MO DAY	TO MO DAY	DAYS			AMOUNT			AMOUNT		DOLLARS	CENTS
4896413	SS		0501		20.500	BAL. FWD.	4470000	+				24000000	00+
			0505		20.500	PAYMENT	4350000	-				24000000	00+
		0501	0507	6	20.500	ACCRUAL	820000	+					
		0507	0512	5	19.500	ACCRUAL	650000	+					
		0512	0527	15	18.500	ACCRUAL	1850000	+					
		0527	0530	3	16.500	ACCRUAL	380000	+					
		0530	0601	21	16.000	ACCRUAL	213333	+				24000000	00+



MAIL
TO

ADC FAIRWAYS CORPORATION
 4415 BRIARWOOD COURT
 ANNANDALE VIRGINIA

22003

PRINCIPAL DUE			
INTEREST DUE		4003383	
TOTAL DUE		4003393	

PAYMENT DUE DATE	06/01/80
---------------------	----------

CL-PM30

0002926 060180

00004003333

CUSTOMER COPY

1346

**CONTINENTAL BANK**

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO

231 SOUTH LA SALLE STREET, CHICAGO, ILLINOIS 60693

LOAN PAYMENT NOTICECOMMERCIAL LOAN DIVISION
TELEPHONE (312) 828-1037ACCOUNT NUMBER **0002926**OFFICE: **100** P/C: **635**DATE PREPARED **06/30/80**OFFICER: **031**

NOTE NUMBER	NOTE TYPE	ACTIVITY PERIOD			INTEREST RATE	INTEREST TYPE	INTEREST TRANSACTIONS		TYPE	PRINCIPAL TRANSACTIONS		NOTE BALANCE AFTER TRANS.	
		FROM	TO	DAYS			AMOUNT			AMOUNT		DOLLARS	CENTS
4896413	DSS	0601	0601		16.000	BAL. FWD.	4003333	+				24000000	+
		0601	0606		516.000	ACCRUAL	533384	+					
		0606	0611		515.000	ACCRUAL	500000	+	PAYMENT	4586655	-	28546335	+
		0611	0612		115.000	ACCRUAL	78109	+					
		0612	0617		514.500	ACCRUAL	474187	+					
		0617	0701		1414.000	ACCRUAL	1281967	+				28546335	+

MAIL
TOADC FAIRWAYS CORPORATION
4415 BRIARWOOD COURT
ANNANDALE VIRGINIA

22003

CL-PM30-

.0002926.070180.

.00006890940

PRINCIPAL DUE			
INTEREST DUE		6880940	
TOTAL DUE		6880940	
PAYMENT DUE DATE		07/01/80	

CUSTOMER COPY

1347



CONTINENTAL BANK

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO

232 SOUTH LA SALLE STREET, CHICAGO, ILLINOIS 60603

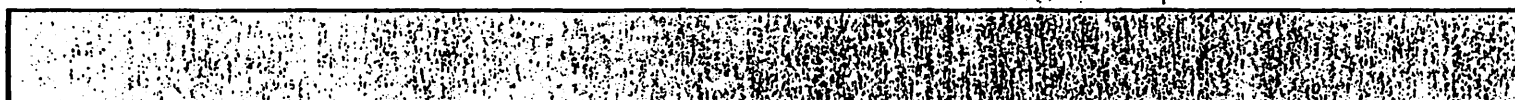
LOAN PAYMENT NOTICE

COMMERCIAL LOAN DIVISION
TELEPHONE (312) 828-1037

ACCOUNT NUMBER **0002926**
DATE PREPARED **07/31/80**

OFFICE: **100** P/C: **635**
OFFICER: **031**

017 317 80														051			
NOTE NUMBER	NOTE TYPE	ACTIVITY PERIOD					INTEREST RATE	INTEREST TRANSACTIONS				PRINCIPAL TRANSACTIONS				NOTE BALANCE AFTER TRANS	
		FROM		TO		DAYS		TYPE	AMOUNT		TYPE	AMOUNT		DOLLARS	CENTS		
		MO	DAY	MO	DAY				DOLLARS	CENTS		DOLLARS	CENTS				
4896413	DSS			07	01		14.000	BAL.FWD.		6890940+	BAL.FWD.		4536665-	235463335			
				06	11		15.000	PAYMENT		4536665-			235463335				
		06	11	07	01		14.000	ADJUST		35726+	ADJUST		4536665+	240000000			
		07	01				13.500	RATE CHG									
		07	01	07	23	22	13.500	ACCRUAL		1980000+							
				07	25		13.000	PAYMENT		4456667-					240000000		
		07	23	08	01	9	13.000	ACCRUAL		780000+				240000000			



MAIL
TO

ADC FAIRWAYS CORPORATION
4415 BRIARWOOD COURT
ANNANDALE VIRGINIA

22003

PRINCIPAL DUE				
INTEREST DUE			693334	
TOTAL DUE			693334	

PAYMENT DUE DATE	08/01/80
---------------------	----------

CL, PM30, ,0002926,080180, ,00000693334

CUSTOMER COPY

1348



LOAN PAYMENT NOTICE

COMMERCIAL LOAN DIVISION
TELEPHONE (312) 828-1037

ACCOUNT NUMBER 0002926
DATE PREPARED 07/25/80

OFFICE: 100 P/C: 635
OFFICER: 031

NOTE NUMBER	NOTE TYPE	ACTIVITY PERIOD			INTEREST RATE	INTEREST TYPE	INTEREST TRANSACTIONS			PRINCIPAL TRANSACTIONS			NOTE BALANCE AFTER TRANS	
		FROM	TO	DAYS			AMOUNT			AMOUNT				
		MO	DAY	MO	DAY		DOLLARS	CENTS		DOLLARS	CENTS		DOLLARS	CENTS
2856866	DSS			07	11		13.500			NEW LOAN			886249	63+
		07	11	07	23	12	13.500		398812+				886249	63+
				07	25		13.000		430816+				886249	63+
		07	23	07	25	2	13.000		64007+	ADVANCE			1073929	00+
		07	25	08	01	7	13.000		271456+				1073929	00+
4891769	DST			07	01		17.875		8196526+	BAL-FWD-			1236622	20+
				08	11		17.875		3376846-	REVISED BILLING			1236622	20+
		08	11	07	01		17.875		33534+	ADJUST			1270390	66+
		07	01	07	07	6	17.875		378470+	PAYMENT			1233085	66+
		07	07	07	08	1	17.875		61226+	PAYMENT			1195690	66+
		07	08	07	09	1	17.875		59370+	PAYMENT			1148690	66+
		07	09	07	11	2	17.875		114071+	ADVANCE			1207771	03+
		07	11	07	14	3	17.875		179908+	PAYMENT			1163221	03+
		07	14	07	19	1	17.875		57757+	PAYMENT			1110391	03+
		07	19	07	17	2	17.875		110268+	PAYMENT			1080376	03+
		07	17	07	24	7	17.875		375505+	PAYMENT			1056076	03+
				07	25		17.875		2492809-				1056076	03+

PAGE 1. CONTINUED NEXT PAGE.

MAIL
TO

PRINCIPAL DUE				
INTEREST DUE				
TOTAL DUE				
PAYMENT DUE DATE				

CUSTOMER COPY

1349



LOAN PAYMENT NOTICE

OFFICE: 100. P/C: 635
OFFICER: 031.

NOTE NUMBER		NO.	ACTIVITY PERIOD	INTEREST TYPE	INTEREST AMOUNT	PRINCIPAL TRANSACTIONS	PRINCIPAL AMOUNT	NOTE BALANCE AFTER TRANS.
			07240731	717-875ACCRUAL	367060+	PAYMENT	3820500-	1017871034
			07310801	117-875ACCRUAL	50540+			1017871034
							REVISED BILLING	
4896413DSS			0701	14-000BAL-FWD-	6890940+	BAL-FWD-	4536665-	235463335+
			0611	15-000PAYMENT	4536665-			235463335+
			06110701	14-000ADJUST	35726+	ADJUST	4536665+	240000000+
			0701	13-500RATE CHG				
			07010723	2213-500ACCRUAL	1980000+			240000000+
			0729	13-000PAYMENT	4456667-			240000000+
			07230801	913-000ACCRUAL	780000+			REVISIED BILLING
4896792DST			0701	14-000BAL-FWD-	3552011+			509758970+
			0701	13-500RATE CHG				
			07010723	2213-500ACCRUAL	4205511+			509758970+
			0724	13-000PAYMENT	6592046-			522856024+
			07230724	113-000ACCRUAL	184080+	ADVANCE	13097054+	522856024+
			07240801	813-000ACCRUAL	1510473+			522856024+

PAGE 2, CONTINUED FROM PREVIOUS PAGE.

ADC FAIRWAYS CORPORATION
4415 BRIARWOOD COURT
ANNANDALE VIRGINIA

22003

PRINCIPAL DUE		
INTEREST DUE		7971432
TOTAL DUE		7971432
PAYMENT DUE DATE		08/01/80



CONTINENTAL BANK

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO • 231 SOUTH LA SALLE STREET, CHICAGO, ILLINOIS 60693

August 1, 1980

REAL ESTATE DEPARTMENT

Corporate Investments, Inc.
c/o Mr. Thomas F. Daly
32 Simpson Road
Briarcliff Manor, New York 10510

Re: Jade East, Rollingwood and La Vista Villa Properties
in Metropolitan Atlanta, Georgia

Gentlemen:

You have applied to us for an interim loan in the amount of \$4,800,000 to enable you to purchase three rental apartment projects situated in the Atlanta area, in Fulton and DeKalb Counties, Georgia, which properties are commonly known as Jade East, Rollingwood and La Vista Villa (collectively, the "Properties"). You have submitted to us a true copy of Contract for Sale of Realty dated as of July , 1980 (the "Contract"), between yourself as Purchaser and Arlen Realty, Inc. as Seller, relating to the Properties. We are pleased to advise you that we hereby commit to make an interim loan with respect to the Properties upon the following terms and conditions:

BORROWER:	Corporate Investments, Inc., a California corporation;
AMOUNT:	\$4,800,000;
TERM:	From initial disbursement to the loan maturity date of June 30, 1982, with two options to extend the loan maturity date for periods of six months each upon payment of an extension fee of 1% of the loan amount outstanding, committed and undisbursed at the time of the exercise of each option;
INTEREST RATE:	The Prime Rate, from time to time in effect at Continental Bank, plus 2%. The Prime Rate is defined as the rate announced by the Bank for 90-day unsecured loans made by it at Chicago, Illinois to major corporate commercial customers of the highest credit rating. Interest, computed on the basis of a year consisting of 360 days, shall be payable monthly. The interest rate shall change concurrently with each change in the Prime Rate;

1351



Corporate Investments, Inc.
August 1, 1980
Page 2

COMMITMENT FEE:

A commitment fee of 1% (\$48,000) shall be deemed fully earned and non-refundable upon your acceptance of this commitment, and may be paid out of the proceeds of the initial loan disbursement;

**REPRESENTATIONS
& WARRANTIES:**

Borrower will acquire marketable fee simple title to all of the Properties at the closing of the Contracts, presently scheduled to take place in Atlanta, Georgia on or before July 31, 1980; Thomas J. Daly is the owner of all of the outstanding capital stock of Borrower; Borrower is a California corporation qualified to do business as a foreign corporation under the laws of the State of Georgia and is legally empowered to transact business and own real estate in the State of Georgia; the subject loan is non-usurious under applicable law; and you are not aware of any action, suit or proceeding, pending or threatened, against Borrower or the Properties or any of them, which might materially adversely affect the performance of Borrower's obligations hereunder and the loan papers described below;

**COVENANT TO
IMPROVE PROPERTIES:**

Borrower covenants that it will expend not less than \$500,000 of its own funds towards the repair, refurbishment and landscaping of the Properties and that such work will be completed within six months of the initial disbursement hereunder. Failure to so perform shall be an event of default under this commitment.

LOAN PAPERS:

Borrower will execute and deliver to the Bank a non-recourse Promissory Note and a Deed to Secure Debt and Security Agreement on all of the Properties and appropriate UCC Financing Statements, and any other loan documentation deemed necessary by our counsel, all in form customarily employed by the Bank in loan transactions of this kind (the "Loan Papers"). The Deed to Secure Debt will be junior and subordinate only to the Prior Indebtedness defined and described below. The Properties are subject to secured Prior Indebtedness as follows:



Corporate Investments, Inc.
August 1, 1980
Page 3

(i) Jade East Property: A Security Deed dated December 26, 1967, recorded in Deed Book 4838, page 468, securing a debt presently held through mesne transfer dated December 19, 1968, and recorded in Deed Book 5002 at page 600, by the Equitable Life Assurance Society of the United States ("Equitable"); together with an ancillary Financing Statement naming Equitable as the Secured Party, filed December 30, 1968 as no. 236328, securing a debt in the present approximate principal amount of \$1,386,000;

(ii) Rollingwood Property: Security Deed dated April 27, 1967, recorded in Deed Book 2193 at page 522, as transferred to Equitable by assignment dated December 23, 1968, recorded in Deed Book 2382 at page 381; together with an ancillary Financing Statement assigned to Equitable by instrument filed January 3, 1969, securing a debt in the present approximate principal amount of \$1,833,000;

(iii) La Vista-Villa Property: Security Deed dated May 25, 1961, recorded in Deed Book 3720 at page 448 in favor of The Mutual Benefit Life Insurance Company ("Mutual"), as amended by instrument dated January 1, 1979 and filed April 12, 1979 and recorded in Deed Book 7217 at page 332, securing a debt in the present approximate principal amount of \$967,500;

GUARANTY:

You will deliver the personal Guaranty of Payment of the subject loan executed by Thomas F. Daly;

BORROWER'S EQUITY:

You represent that your equity in the acquisition of the Properties will consist of the amount of approximately \$2,000,000 in credits due from Arlen Realty, Inc. and Arlen Realty and Development Corp. Our initial loan disbursement is conditioned upon our being satisfied as to the nature, extent and receipt of such credits.



Corporate Investments, Inc.
August 1, 1980
Page 4

REPAYMENT:

The loan will be due at maturity and part or all of the loan may be prepaid at any time without premium or penalty;

TITLE INSURANCE:

You will obtain an ALTA standard loan policy (revised coverage--1975) issued by Lawyers Title Insurance Corporation ("Lawyers Title") insuring the Bank's Deed to Secure Debt in the amount of \$4,800,000, subject only to the Prior Indebtedness in favor of Equitable, Mutual and Chase Manhattan referred to above, current general real estate taxes not delinquent, zoning, building laws or ordinances, utility service agreements and easements of record, existing leases and such other matters as we may specifically approve;

**ZONING & BUILDING
CODE COMPLIANCE:**

You will provide us with certifications from licensed engineers or architects approved by the Bank or by letters from the appropriate municipality or county zoning authority to the effect that the improvements on each of the Properties as built and used are permitted under applicable zoning and building laws and ordinances, and that there are no outstanding notices of violations of such ordinances;

HAZARD INSURANCE:

You will obtain fire and extended coverage insurance on the Properties, together with extended coverage public liability and, if applicable, federal flood insurance and such other coverage as we may reasonably request, in amounts and form satisfactory to us, naming the Bank as Mortgagee;

LEGAL OPINION:

You will deliver the opinion of your counsel as to the validity of the formation and existence of Borrower, your acceptance of this commitment and the validity and enforceability of the Loan Papers, the compliance of the Properties with applicable law and as to such other matters as the Bank and its counsel may reasonably require;

SURVEYS:

Prior to closing, you will submit for our review and approval copies of surveys for each of the



Corporate Investments, Inc.
August 1, 1980
Page 5

Properties, showing the improvements in place or with certifications of licensed surveyors or engineers that the improvements thereon do not encroach upon or violate any boundary lines affecting the Properties;

LOAN DISBURSEMENT:

The Bank will disburse \$4,800,000 (less the commitment fee) to Lawyers Title under customary money lender's instructions as an adjunct to the closing of the purchase of the Properties pursuant to the Contract. Lawyers Title will be authorized by the Bank to pay out proceeds to the appropriate parties only upon the assurance by such title company of its readiness to issue the mortgagee's title insurance referred to above;

EVENTS OF DEFAULT:

Each of the following shall constitute an event of default hereunder:

(a) If there shall be a failure to pay, when due, the principal of the Note, or any installment of interest thereon, and such failure shall continue for a period of fifteen (15) days after written notice thereof from the Bank to Borrower; or

(b) If for any reason whatsoever, there shall be an uncured default under any of the terms and provisions of the Loan Papers (other than the Note) and such default shall remain uncured for thirty (30) days after written notice thereof from the Bank to Borrower; or

(c) If Borrower shall fail to keep and perform any other covenant and condition herein contained on Borrower's part to be kept and performed, and such failure shall continue for thirty (30) days after written notice thereof from the Bank to Borrower; or

(d) If the Properties, or any material part thereof, are materially damaged or destroyed by fire or other casualty and the loss is not, in the Bank's opinion, adequately covered by insurance actually collected or in the process of collection; or



Corporate Investments, Inc.
August 1, 1980
Page 6

(e) If a voluntary or involuntary petition in bankruptcy or for reorganization, arrangement or other relief under any bankruptcy or insolvency law shall be filed by or in respect to Borrower or Thomas F. Daly, or if either of them shall make an assignment for the benefit of creditors, or a receiver or liquidator shall be appointed to take custody of the assets of either of them; or

(f) If, in the reasonable judgment of the Bank, there is a material adverse change in the financial condition of Borrower.

Upon the happening of any such event of default the Bank may, upon written notice to Borrower, declare the Note to be forthwith due and payable, terminate the agreement of the Bank to extend credit of any kind hereunder, enter upon the Properties and take possession thereof, and proceed with any or all remedies conferred upon the Bank by law and by the terms of this agreement and the Loan Papers.

GENERAL PROVISIONS:

This commitment is non-assignable without our written consent. You will pay all costs and expenses of the financing contemplated hereby, including the reasonable fees and expenses of our counsel in connection with this transaction. You will submit such supporting documentation, including any amendments or additions to the purchase contracts, certificates, permits, estoppel certificates from Equitable and Mutual, as we shall deem necessary or desirable to support or evidence the loan.

If this commitment is acceptable to you, we request that you sign and return one copy hereof within seven (7) days so that it may serve as a memorandum of the agreement between us. If the loan contemplated hereunder has not been opened and the initial disbursement advanced by August 31,



Corporate Investments, Inc.
August 1, 1980
Page 7

1980, then the commitment fee shall become immediately due and payable, and at the option of the Bank, the Bank's obligation to make the loan shall cease and terminate.

Very truly yours,

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

By:


Vice President

Approved and accepted this 1st day of August, 1980.

CORPORATE INVESTMENTS, INC.

By:


Thomas F. Daly

dlh

D-16

PROMISSORY NOTE

\$4,800,000.00

Chicago, Illinois
As of August 1, 1980

FOR VALUE RECEIVED and at the times hereinafter stated, the undersigned, CORPORATE INVESTMENTS, INC. (in Georgia d/b/a The Investment Group, Inc.), a California corporation (the "Borrower") promises to pay to the order of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO ("Continental"), at its principal office in Chicago, Illinois, or at such other place as the holder hereof may from time to time designate in writing, on or before June 30, 1982 (the "Maturity Date") the principal sum of FOUR MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$4,800,000.00) or so much thereof as shall from time to time be disbursed to or for the benefit of the undersigned, with interest computed at the rate per annum of two per cent (2%) above Continental's prime rate (i.e., the rate charged by Continental for 90-day unsecured loans made by it at Chicago, Illinois to major corporate commercial customers of the highest credit rating) from time to time in effect (and changing simultaneously with each change in such prime rate), from the date or dates of disbursement of the aforesaid principal sum, to be paid in lawful money of the United States of America, as follows:

- (i) Interest payable to Continental at the rate or rates of interest aforesaid on the principal amounts disbursed to or for the benefit of the undersigned, commencing on the first day of the month next following the date of the first disbursement and on the first day of each succeeding month to and including the Maturity Date, on which date the principal and interest balance of this Note, if not sooner paid, shall be payable in full;
- (ii) Prior to the Maturity Date, principal payments on this Note shall be due and payable as provided in the Loan Agreement (hereinafter defined).

This Note is subject to the terms and conditions of a certain Loan Agreement (the "Loan Agreement"), dated July 21, 1980 and any amendments that may be hereafter made thereto, between the Borrower and Continental. Any default under such Loan Agreement as amended from time to time shall constitute a default under this Note, in which event, at the option of the holder of this Note, the entire principal sum evidenced hereby, together with interest accrued thereon, without notice except as provided in the Loan Agreement, shall immediately become due and payable.

The whole of the principal sum and, to the extent permitted by law, any accrued interest shall bear interest after default at the rate of four per cent (4%) above Continental's prime rate from time to time in effect (and changing simultaneously with each change in such prime rate).

In the event of a conflict between any of the terms and provisions of this Note with the terms and provisions of the Loan Agreement, the terms and provisions of the Loan Agreement shall prevail.

Interest shall be computed for the actual number of days elapsed on the basis of a year consisting of 360 days.

If default is made in the payment of any installments due hereunder, whether principal or interest, when the same shall become due or mature, or in the event of default in or breach of any of the terms, provisions or conditions of the Mortgage securing this Note, or of any other instrument(s) given to secure this Note, then at the election of the legal holder hereof, at any time thereafter made and without demand or notice except as provided in the Letter Agreement, the owner and holder of this Note shall have the right, without notice or demand, to declare all sums unpaid hereon at once due and payable.

If default is made in the payment of either principal or interest on this Note (whether at maturity, on any payment date, by acceleration or otherwise) and the same is placed in the hands of an attorney for collection, or suit is filed hereon, or if proceedings are held in bankruptcy, receivership, reorganization or other legal or judicial proceedings for the collection hereof, maker agrees and is to pay, in addition, to the owner and holder of this Note reasonable attorneys' fees.

The maker and all endorsers, guarantors and signers hereof, and each of them, expressly waive presentment for payment, notice of nonpayment, protest, notice of protest, bringing of suit, and diligence in taking any action to collect amounts owing hereunder and in the handling of securities at any time existing in connection herewith, and are and shall be jointly and severally, directly and primarily, liable for the amount of all sums owing and to be owing hereon, and agree that this Note, or any payment hereunder, may be extended from time to time without affecting such liability.

During the existence of any default or delinquency under the terms of this Note or under the terms of any instrument executed or to be executed as security for the payment hereof, payee, or other owner and holder hereof, is expressly authorized to apply all payments made on this Note to the payment of such part of any delinquency as it may elect.

The remedies of the holder hereof, as provided herein or in the Loan Agreement, the Deed of Trust or any other instrument securing this Note, shall be cumulative and concurrent, and may be pursued singularly, successively or together, at the sole discretion of the holder hereof, and may be exercised as often as occasion herefor shall arise. No act of omission or commission of the holder, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same, such waiver or release to be effected only through a written document executed by the holder and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of, any subsequent right, remedy or recourse as to a subsequent event.

This Note and the instruments securing it shall be governed by and construed under the laws of the State of Illinois.

This Note is secured, among other things, by a Deed To Secure Debt and Security Agreement conveying certain land (together with improvements now and hereafter situated thereon) in Fulton and DeKalb Counties, Georgia (as more fully described therein) made by the Borrower to Continental, encumbering such land, improvements and related collateral and revenues thereon.

The undersigned represents and agrees that the proceeds of this Note will be used solely for business purposes and in furtherance of the undersigned's business affairs.

This Note has been delivered and accepted in the State of Illinois.

IN WITNESS WHEREOF, having first been duly authorized, the undersigned has executed this Note as of the day and year first written above.

CORPORATE INVESTMENTS, INC.,
A California Corporation

ATTEST:

By: _____

Title: _____

By: William J. Daly

President

(SEAL)

Address of Maker:
c/o Mr. Thomas F. Daly
32 Simpson Road
Briarcliff Manor, New York 10510

1360

1040-06-78-01

CORPORATE INVESTMENTS INC
C/O THOMAS F DALY
32 SIMPSON ROAD
BRIARCLIFF MANOR NEW YORK

COMMERCIAL LOAN
TRANSACTION HISTORY
FROM ORIGIN TO PRESENT

ACCOUNT/NOTE 2149797 5882774
ORC 0-04-00-635-031
BRANCH 100
PROFIT CENTER 635
OFFICER 91P
PROCESSED THRU 07/30/81 PAGE 698

10510

NOTE NO	TRANSACTION TYPE	POSTING CODE	AS OF DATE	TRANSACTION AMOUNT	PRINCIPAL AMOUNT	INTEREST AMOUNT	INSURANCE AMOUNT	INTEREST PAID TO DATE	PRINCIPAL BALANCE
5882774	TYPE SECUR	INT BR	TERM	YB 360	DO 08/01/80	MD 06/30/82	DUE DAY 01	TIED TO LINE/COMMIT NO 0023173	
	STARTING BALANCE		000000	INTEREST RATE	13.00000		0.00	0.00	0.00
	NEW NOTE	IN12	080680	080580	4,800,000.00	4,800,000.00	0.00	0.00	4,800,000.00
	PAYMENT	PM32	080880	080880	15,000.00-	15,000.00-	0.00	0.00	4,785,000.00
	ADJUSTMENT	PM33	081380	080880	15,000.00	15,000.00	0.00	0.00	4,800,000.00
	RATE CHNGE	IN72	082280	082280	INTEREST RATE	13.25000			
	RATE CHNGE	IN72	082780	082780	INTEREST RATE	13.50000			
	BILLING		082780	090180	47,300.00	0.00	47,300.00	0.00	4,800,000.00
	RATE CHNGE	IN72	090880	090880	INTEREST RATE	14.00000			
	RATE CHNGE	IN72	091280	091280	INTEREST RATE	14.25000			
	RATE CHNGE	IN72	091980	091980	INTEREST RATE	14.50000			
	RATE CHNGE	IN72	092680	092680	INTEREST RATE	15.00000			
	BILLING		092880	100180	104,200.00	0.00	104,200.00	0.00	4,800,000.00
	RATE CHNGE	IN72	100180	100180	INTEREST RATE	15.50000			
	RATE CHNGE	IN72	101780	101780	INTEREST RATE	16.00000			
	RATE CHNGE	IN72	102980	102980	INTEREST RATE	16.50000			
	BILLING		102980	110180	169,466.67	0.00	169,466.67	0.00	4,800,000.00
	RATE CHNGE	IN72	110680	110680	INTEREST RATE	17.50000			
	RATE CHNGE	IN72	111880	111780	INTEREST RATE	18.25000			
	RATE CHNGE	IN72	112180	112180	INTEREST RATE	19.00000			
	RATE CHNGE	IN72	112680	112680	INTEREST RATE	19.75000			
	BILLING		112780	120180	241,700.00	0.00	241,700.00	0.00	4,800,000.00
	RATE CHNGE	IN72	120280	120280	INTEREST RATE	20.50000			
	RATE CHNGE	IN72	120580	120580	INTEREST RATE	21.00000			
	RATE CHNGE	IN72	121080	121080	INTEREST RATE	22.00000			
	RATE CHNGE	IN72	121680	121680	INTEREST RATE	23.00000			
	RATE CHNGE	IN72	121980	121980	INTEREST RATE	23.50000			
	BILLING		122180	010181	334,066.67	0.00	334,066.67	0.00	4,800,000.00
	PAYMENT	PM28	123180	010181	327,000.00-	0.00	327,000.00-	0.00	4,800,000.00
	RATE CHNGE	IN72	010281	010281	INTEREST RATE	22.50000			
	RATE CHNGE	IN72	010881	010881	INTEREST RATE	22.00000			
	BILLING		011881	020181	98,600.00	0.00	98,600.00	0.00	4,800,000.00
	RATE CHNGE	IN72	020381	020381	INTEREST RATE	21.50000			
	RATE CHNGE	IN72	022381	022381	INTEREST RATE	20.50000			
	BILLING		022381	030181	178,200.00	0.00	178,200.00	0.00	4,800,000.00

1361

1040-06-78-01

CORPORATE INVESTMENTS INC
C/O THOMAS F DALY
32 SIMPSON ROAD
BRIARCLIFF MANOR NEW YORK

COMMERCIAL LOAN
TRANSACTION HISTORY
FROM ORIGIN TO PRESENT

ACCOUNT/NOTE 2149797 5882774
ORC 0-06-00-635-031
BRANCH 100
PROFIT CENTER 635
OFFICER 91P
PROCESSED THRU 07/30/81 PAGE 699

10510

NOTE NO	TRANSACTION TYPE CODE	POSTING DATE	AS OF DATE	TRANSACTION AMOUNT	PRINCIPAL AMOUNT	INTEREST AMOUNT	INSURANCE AMOUNT	INTEREST PAID TO DATE	PRINCIPAL BALANCE
PAYMENT	PM32	031081	030981	400,000.00-	400,000.00-	0.00	0.00	327,000.00-	4,400,000.00
RATE CHNGE	IN72	031081	031081	INTEREST RATE	20.00000				
RATE CHNGE	IN72	031781	031781	INTEREST RATE	19.50000				
PAYMENT	PM28	033181	033181	178,200.00-	0.00	178,200.00-	0.00	505,200.00-	4,400,000.00
BILLING		033181	040181	77,233.33	0.00	77,233.33	0.00	505,200.00-	4,400,000.00
PAYMENT	PM28	050681	040181	77,233.33-	0.00	77,233.33-	0.00	582,433.33-	4,400,000.00
RATE CHNGE	IN72	040281	040281	INTEREST RATE	19.00000				
RATE CHNGE	IN72	042081	042081	INTEREST RATE	19.50000				
RATE CHNGE	IN72	042981	042981	INTEREST RATE	20.00000				
BILLING		042981	050181	147,755.55	0.00	147,755.55	0.00	582,433.33-	4,400,000.00
PAYMENT	PM28	061281	050181	70,522.22-	0.00	70,522.22-	0.00	652,955.55-	4,400,000.00
RATE CHNGE	IN72	050481	050481	INTEREST RATE	21.00000				
RATE CHNGE	IN72	051181	051181	INTEREST RATE	21.50000				
RATE CHNGE	IN72	051881	051881	INTEREST RATE	22.00000				
RATE CHNGE	IN72	052281	052281	INTEREST RATE	22.50000				
PAYMENT	PM32	060281	052881	100,000.00-	100,000.00-	0.00	0.00	652,955.55-	4,300,000.00
ADJUSTMENT	PM33	071581	052881	100,000.00	100,000.00	0.00	0.00	652,955.55-	4,400,000.00
BILLING		052581	060181	152,472.22	0.00	152,472.22	0.00	652,955.55-	4,400,000.00
RATE CHNGE	IN72	060181	060181	INTEREST RATE	22.00000				
PAYMENT	PM32	060881	060581	300,000.00-	300,000.00-	0.00	0.00	652,955.55-	4,100,000.00
BILLING		061681	070181	155,766.67	0.00	155,766.67	0.00	652,955.55-	4,100,000.00
RATE CHNGE	IN72	070881	070881	INTEREST RATE	22.50000				
BILLING		071981	080181	236,888.89	0.00	236,888.89	0.00	652,955.55-	4,100,000.00
CLOSING BALANCE			080181			652,955.55-	0.00	652,955.55-	4,100,000.00
CURRENT BALANCE			073081			231,377.78	0.00		4,100,000.00

1362

1040-06-78-01

CORPORATE INVESTMENTS INC
C/O THOMAS F DALY
32 SIMPSON ROAD
BRIARCLIFF MANOR NEW YORK

COMMERCIAL LOAN
TRANSACTION HISTORY
FROM ORIGIN TO PRESENT

ACCOUNT/NOTE 2149797 5882774
ORC 0-04-00-635-031
BRANCH 100
PROFIT CENTER 635
OFFICER 91P
PROCESSED THRU 07/30/81 PAGE 700

10510

NOTE NO	TRANSACTION TYPE	POSTING CODE	AS OF DATE	DATE	TRANSACTION AMOUNT	PRINCIPAL AMOUNT	INTEREST AMOUNT	INSURANCE AMOUNT	INTEREST PAID TO DATE	PRINCIPAL BALANCE
TOTAL	BALANCE	REPORTED	ITEMS			4,100,000.00	652,955.55-	0.00	652,955.55-	
	SECURED SHORT TERM / DEMAND					0.00	0.00			
	SECURED TERM					4,100,000.00	231,377.78			
	UNSECURED SHORT TERM / DEMAND					0.00	0.00			
	UNSECURED TERM					0.00	0.00			
	LESS PARTICIPATION SOLD					0.00	*****			
	TOTAL DIRECT LIABILITY					4,100,000.00	231,377.78			
	INDIRECT LIABILITY					0.00				
	COLLATERAL MARGIN VALUE					0.00				

1363