

AGREEMENT

This Agreement between Sugar Oak Corporation (hereinafter "Contractor") of 481 Carlisle Drive, Herndon Virginia 20170-4830 and Timothy and Jennifer Ridley (herinafter "The Ridley's") of 9011 Georgetown Pike, Great Falls, Virginia 22066 is effective this 12th day of November, 1998.

- I. SCOPE OF WORK**— This Agreement specifies certain repairs, improvements and other work the Contractor is to make on The Ridleys' new home at 9011 Georgetown Pike, Great Falls, Virginia. This Agreement is binding and represents the entire understanding between the parties.
- (a) The Contractor shall furnish all materials, equipment and labor necessary to complete the repairs, improvements and other work specified in this Agreement.
 - (b) The Contractor shall install seven (7) new 6-panel solid pine doors to all existing door openings on the 2nd floor hallway. The doors are to have new, solid brass hinges and new, solid brass door locks with door locks to the Master Bedroom, 2nd floor bathroom and 2nd floor linen closet to have privacy locks and keys. The Ridleys shall specify style of door locks and reimburse the Contractor for his documented, out-of-pocket expenses for said door locks. Doors will be fine sanded, primed and painted with of semi-gloss paint (*Dutch Boy, Ultimate White*).
 - (c) The Contractor shall remove existing front entry way step railing (*exterior*) and replace with new, black wrought iron railing taking special measures to protect from future rusting the rail base stems where they join the brick step. New railing shall be of the same basic character and style as old, replaced railing.
 - (d) The Contractor shall replace two (2) basement utility room well windows with double-pane thermal insulated windows. Current security monitors shall be reinstalled on replaced windows by the Contractor.
 - (e) The Contractor shall install wrought iron exterior window guards on two (2) basement windows in the utility room. Window guards shall be primed and painted with rust proof coatings.
 - (f) The Contractor shall sand and finish (*with two (2) neutral, catalyzed finishing coatings*), the following rooms: i) dining room; ii) stairs; iii) living room; iv) master bedroom sitting area; v) three (3) upstairs bedrooms and their respective closets; vi) upstairs hallway; vii) upstairs linen closet. New oak shoe molding will be installed throughout.
 - (g) The Contractor shall sand, restain and finish (*with two (2) neutral catalyzed finishing coatings*) the family room and the main floor library. Stain color shall be specified by The Ridleys. New oak shoe molding will be installed throughout.
 - (h) The Contractor will paint entire interior of house a flat white (*Dutch Boy, Ultimate White*), except where otherwise specified. The following rooms and surfaces shall be painted with a semi-gloss: i) all bathrooms; ii) breakfast room and kitchen; iii) main floor utility room (*off kitchen*); iv) all closets and closet shelving; v) all doors, trim,

molding, crown molding and baseboards. Living room, Master bedroom and Kitchen/Breakfast room will have custom colors on walls with trim and ceilings in white (*Dutch Boy, Ultimate White*). In Kitchen/Breakfast room, ceiling and trim are to be done in semi-gloss white rather than flat paint.

- (i) The Contractor shall take down and remove entire foyer/main floor stairwell handrail and replace with oak rail, oak newels and painted poplar pickets. Pickets and newels to be selected by The Ridleys. Extravagant selections by The Ridleys that vary significantly from the style of current railing will result in a charge to be negotiated and subject to paragraph IV of this Agreement.
- (j) The Contractor shall add overhead surface mounted lights in five (5) rooms on 2nd floor and the living room and study on main floor. New, white slide dimmers with on/off switches (LUTRON/Skylark) shall be added with white metal wall plates. The Ridley's shall be billed separately for dimmers and wall plates subject to Paragraph IV of this Agreement.
- (k) The Contractor shall replace four (4) recessed lights in Master bathroom with new trims. The Contractor shall also take down and replace overhead lights in: the master bedroom, closet foyer, the master bedroom closet, the second floor hallway (2), the main floor entry foyer (2). The Ridley's shall supply all overhead lighting fixtures specified in this Agreement. Contractor will bill The Ridleys for cost of replacing second floor hallway lights (2) and main foyer lights (2) subject to Paragraph IV of this Agreement.
- (l) The Contractor shall replace front door and side lights. Side lights to be double pane thermal insulated with simulated divided light and faux muntins to be selected by The Ridleys. Replacement front door to be metal and selected by The Ridleys. Front door to be primed and painted (*color TBD, two (2) coats exterior, semi-gloss*) by the Contractor. New metal locks and solid brass hardware to be selected by The Ridleys. Extravagant selections by The Ridleys that vary significantly from this subparagraph (i) or the style of the current front door/locks/hardware will result in a charge to The Ridleys to be negotiated and subject to Paragraph IV of this Agreement.
- (m) The Contractor shall add 15 lite glass French doors to living room at foyer. Install weather stripping and oak threshold. Install solid brass hinges and solid brass lockable door knobs (*to be selected by The Ridleys*). Doors to be fine sanded, primed and painted (*Dutch Boy, Ultimate White, two (2) coats semi-gloss*).
- (n) The Contractor shall dig out two (2) window wells to the left of the front door and fill with gravel and add new trim on windows.
- (o) The Contractor shall build a small retaining wall out of 6x6 pressure treated lumber to divert water away from window and dig out window to drain tile and connect a drain from the windows, fill with gravel.

II. PAYMENT— Except where otherwise specified, The Contractor is responsible for all materials, their costs and procurement. All of the work described above is to be completed in a timely and professional manner for the sum of Thirty One Thousand Dollars (\$31,890.00) Payment of this sum is to be completed in three parts. A first payment of Ten Thousand Dollars (\$10,000.00) is due upon the signing of this contract.

A second payment of Thirteen Thousand Three Hundred Ninety Dollars (\$13,390.00) is due within two (2) business days of completion of all interior painting, including new interior doors specified by this Agreement. A third payment of Eight Thousand Five Hundred Dollars (\$8,500.00) plus the charges contemplated and described in Paragraph I, (b), (i), (j), (k) and (l) is due within five (5) business days of final completion of all work specified in this Agreement and a joint walk-thru by the Contractor and The Ridleys.

III. INDEMNIFICATION— The Contractor agrees to indemnify The Ridleys against any and all third party claims arising out of this Agreement. Such third party claims include, but are not limited to, claims by Contractor's employees, agents, contract laborers, vendors, subcontractors, suppliers, creditors or any governmental agency or unit. The Contractor's indemnification of The Ridleys shall include reimbursement of any and all legal expenses related to third party claims arising from this Agreement; or judgments against The Ridleys relating to third party claims arising from this Agreement; or lost income forgone by The Ridleys in the course of defending against third party claims arising from this Agreement. The Contractor affirms that the performance of "work" described herein will be done in a manner that is in compliance with all applicable local, state and federal laws including the payment of all applicable taxes. The Contractor further affirms and pledges that he will carry workers' compensation insurance for all personnel who will enter The Ridley's property for purposes related to completion of work specified by this Agreement or that in the case of third parties, such as subcontractors, vendors, or suppliers, the Contractor will have exercised reasonable due diligence to warrant that said third parties carry workman's compensation insurance for their employer, agents, contract laborers, subcontractors, vendors or suppliers. The Contractor additionally affirms and pledges that he will carry liability insurance sufficient to satisfy the provisions and requirements of this paragraph (*III. INDEMNIFICATION*) and the Contractor will exercise reasonable due diligence to warrant that all third parties retained by the Contractor to perform work specified by this Agreement also carry liability insurance sufficient to satisfy the provisions and requirements of this paragraph.

IV. MODIFICATION— Any modification or waiver of any provision of this Agreement must be in writing and agreed to in writing by both the Contractor and The Ridleys. Modifications to this Agreement include, but are not limited to, any alteration or deviation from the plans or specifications described herein (*I. SCOPE OF WORK*). Costs related to said alterations or deviations will also be made in writing in specific detail and will be added to or deducted from the sum total payment made in paragraph II of this Agreement. Paragraph III and Paragraph V of this Agreement shall apply to and bind any modifications to this Agreement.

V. ARBITRATION— Any dispute arising out of this Agreement shall be settled through binding arbitration by a qualified arbitrator experienced in real estate, general contracting, home improvement or other related areas of the law. The arbitration shall be conducted on an expedited basis and in accordance with the rules and practices of the

American Arbitration Association. Arbitrator may award reimbursement of legal fees as part of a binding decision.

VI. GOVERNING LAW— This Agreement shall be governed by the laws of the Commonwealth of Virginia.

VII. MERGER— This Agreement contains the entire understanding of the parties and there are no warranties, representations, covenants or undertakings relating to the parties' dealings with each other, other than those set forth herein.

VIII. SEVERABILITY— The provisions of this Agreement are severable and, if any part is found to be unenforceable, the remainder of that part and other parts shall remain fully valid and enforceable.


IX. THREE COUNTERPARTS— This Agreement may be executed in three counter parts, each of which shall be deemed to be an original

IN WITNESS WHEREOF, the parties have set their hands to this Agreement, each having signed his or her signature on the date set forth below.



for Sugar Oak Corporation

V.P.

11.17.98
Date

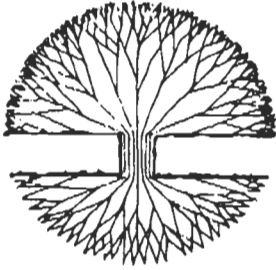

Timothy M. Ridley

11/12/98
Date


Jennifer L. Ridley

11/12/98
Date

INVOICE



SugarOak CORPORATION

March 5, 1999

Tim & Jennifer Ridley
9011 Georgetown Pike
Great Falls, VA 22066

Invoice #: C0399656

CONTRACT WORK

Contract Amount	\$31,890.00
Approved Change Orders	\$29,050.00

#1 Change exterior doors in Family Room & Basement for simulated, divided light, clad doors	\$9,688.00
#2 Change all plugs & switches to white, switches to dimmers, added some overheads	\$3,150.00
#3 Change interior hollow core doors to solid wood doors	\$11,500.00
#4 Add two (2) new metal exterior doors in garage	\$791.00
#5 Install shelving in FR and Library. Stain beams and paint ceiling	\$1,840.00
#6 Re-trim around fireplace	\$145.00
#7 Clean & screen gutters whole house-screen in attic vents	\$575.00
#8 Point-up drywall existing house/Paint 2 vanities	\$1,100.00
#9 (20) brass ball catchers- 1/2 second dumpster cost	\$261.00

Revised Contract Amount	\$60,940.00
Less Previously Paid	(\$54,004.00)
Contract Balance	\$6,936.00

CURRENT AMOUNT DUE \$6,936.00

Please reference invoice # on check

Please make check payable to
"SugarOak Corporation"

481 Carlisle Drive • Herndon, Virginia 20170-4830 • 703-471-7332

AGREEMENT

This Agreement between Sugar Oak Corporation (hereinafter "Contractor") of 481 Carlisle Drive, Herndon Virginia 20170-4830 and The Ridley Group (herinafter "TRG") of 9893 Georgetown Pike, Suite 215, Great Falls, Virginia 22066 is effective this 10th day of May, 1999.

I. SCOPE OF WORK--- This Agreement specifies certain repairs, improvements and other work the Contractor is to make to adjunct TRG's business space at 9011 Georgetown Pike, Great Falls, Virginia. This Agreement is binding and represents the entire understanding between the parties.

- (a) The Contractor shall furnish all materials, equipment and labor necessary to complete the repairs, improvements and other work specified in this Agreement.
- (b) The Contractor shall install a 90% efficiency gas furnace, RHEEM 45,000 BTU's, vented to the front of the house.
- (c) The Contractor shall install an electric A/C/ unit, RHEEM 1.5 tons.
- (d) The Contractor shall adjust grade in the rear of the house for the A/C unit.
- (e) The Contractor shall run electrical to both units.
- (f) The Contractor shall run gas from where Fairfax brings into the ^{House} lot to gas furnace.
- (g) The Contractor shall install two (2) returns.
- (h) The Contractor shall install a door and wall in closet.
- (i) The Contractor shall build out bottom of wall for duct.
- (j) The Contractor shall build bookcases 3" wide, 12" deep with adjustable shelves, from floor to ceiling, from front of house to rear.
- (k) The Contractor shall use 1/4" birch plywood on back of shelving units.
- (l) The Contractor shall paint bookcases with semi-gloss finish.
- (m) The Contractor shall move stair to Rec. Room 1' farther into room.
- (n) The Owner is to replace carpet in basement foyer area.
- (o) The Contractor shall install plastic well covers on three (3) basement windows.

II. PAYMENT--- Except where otherwise specified, The Contractor is responsible for all materials, their costs and procurement. All of the work described above is to be completed in a timely and professional manner for the sum of Thirteen Thousand Two Hundred Forty Dollars (\$13,240.00) Payment of this sum is to be completed in two parts. A first payment of Seven Thousand Dollars (\$7,000.00) is due upon the signing of this contract. A second payment of Six Thousand Two Hundred Forty Dollars (\$6,240.00) is due within five (5) business days of final completion of all work specified in this Agreement and a joint walk-thru by the Contractor and TRG.

III. INDEMNIFICATION--- The Contractor agrees to indemnify TRG against any and all third party claims arising out of this Agreement. Such third party claims include, but are not limited to, claims by Contractor's employees, agents, contract laborers, vendors,

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T.R.
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subcontractors, suppliers, creditors or any governmental agency or unit. The Contractor's indemnification of TRG shall include reimbursement of any and all legal expenses related to third party claims arising from this Agreement; or judgments against TRG relating to third party claims arising from this Agreement; or lost income forgone by TRG in the course of defending against third party claims arising from this Agreement. The Contractor affirms that the performance of "work" described herein will be done in a manner that is in compliance with all applicable local, state and federal laws including the payment of all applicable taxes. The Contractor further affirms and pledges that he will carry workers' compensation insurance for all personnel who will enter TRG's property for purposes related to completion of work specified by this Agreement or that in the case of third parties, such as subcontractors, vendors, or suppliers, the Contractor will have exercised reasonable due diligence to warrant that said third parties carry workman's compensation insurance for their employer, agents, contract laborers, subcontractors, vendors or suppliers. The Contractor additionally affirms and pledges that he will carry liability insurance sufficient to satisfy the provisions and requirements of this paragraph (*III. INDEMNIFICATION*) and the Contractor will exercise reasonable due diligence to warrant that all third parties retained by the Contractor to perform work specified by this Agreement also carry liability insurance sufficient to satisfy the provisions and requirements of this paragraph.

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- V. ARBITRATION**--- Any dispute arising out of this Agreement shall be settled through binding arbitration by a qualified arbitrator experienced in real estate, general contracting, home improvement or other related areas of the law. The arbitration shall be conducted on an expedited basis and in accordance with the rules and practices of the American Arbitration Association. Arbitrator may award reimbursement of legal fees as part of a binding decision.
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5-10-99

T.R. 5/7/99

VIII. SEVERABILITY--- The provisions of this Agreement are severable and, if any part is found to be unenforceable, the remainder of that part and other parts shall remain fully valid and enforceable.

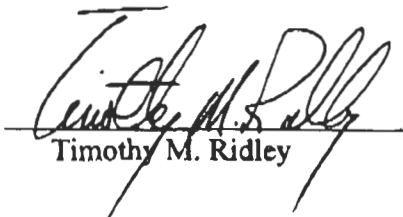
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for Sugar Oak Corporation

5/10/99
Date



Timothy M. Ridley

5/7/99
Date