

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT made this 25th day of OCTOBER, 2005, by and between EVERGREEN COUNTRY CLUB, INC., a nonprofit 501(c)(7) corporation, located at 15900 Berkeley Drive, Haymarket, Virginia 20169 (sometimes referred to herein as the "Club"), and the MANOR HOUSE PRESERVATION FUND, INC., a Virginia nonprofit corporation, located at 3819 Delashmutt Drive, Haymarket, Virginia 20169 (sometimes referred to herein as the "Fund").

WITNESSETH

WHEREAS, the Manor House Preservation Fund, Inc. desires to undertake fundraising activities and to perform restoration and repair projects for the sole purpose to preserve the exterior of the Evergreen Manor House located on the Club's property;

WHEREAS, the Evergreen Country Club owns the Evergreen Manor House, a historic house located at 15900 Berkeley Drive, Haymarket, VA 20169; and

WHEREAS, the Manor House Preservation Fund, Inc. and Evergreen Country Club have determined that repair and restoration of the exterior of the Evergreen Manor House will improve its exterior appearance, mitigate further interior damage caused by water infiltration, and aid in protecting the building from further deterioration; and

WHEREAS, the Fund desires to provide and/or oversee said restoration work involving the Evergreen Manor House pursuant to the terms hereof.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. **Projects and Activities.** The Evergreen Country Club and the Manor House Preservation Fund, Inc. agree to cooperate in certain activities and regarding four renovation projects involving the Evergreen Manor House (individually, a "Project", and collectively, the "Projects"), as indicated herein:

A. **Fundraising.** Evergreen Country Club and the Manor House Preservation Fund, Inc. agree to cooperate in a project to permit the Manor House Preservation Fund, Inc. to

conduct fundraising activities for the sole purpose of restoring/repairing and preserving the exterior of the Evergreen Manor House. The Fund desires to raise at least \$125,000.00 for the Projects. All fundraising will be conducted exclusively by the Manor House Preservation Fund, Inc. Evergreen Country Club will not assume any role in soliciting donations (from club members or otherwise), nor shall the Club be required to lend support to the fundraising efforts. Notwithstanding the foregoing, the Fund shall provide to the Club copies of all fundraising printed or electronic materials prior to their use or dissemination, and the Club shall be entitled to require reasonable changes to such materials prior to their use by the Fund. The Fund shall also provide monthly reports to the Club regarding the Fund's progress.

B. Stucco Repair/Painting. Evergreen Country Club and the Manor House Preservation Fund, Inc. agree to cooperate in a Project to permit the Manor House Preservation Fund, Inc. to make repairs to the stucco portions of the exterior of the manor house.

C. General Repair/Replacement. Evergreen Country Club and the Manor House Preservation Fund, Inc. agree to cooperate in a Project to permit the Manor House Preservation Fund, Inc. to replace gutters, rotted exterior wood, exterior doors/windows, etc.

D. Painting/Lead Abatement. Evergreen Country Club and the Manor House Preservation Fund, Inc. agree to cooperate in a Project to permit the Manor House Preservation Fund, Inc. to scrape loose paint and to prime/paint the exterior wood trim.

E. Porch Repair. Evergreen Country Club and the Manor House Preservation Fund, Inc. agree to cooperate in a Project to permit the Manor House Preservation Fund, Inc. to repair the front, side and rear porch decking, railing, stairs, etc. as deemed necessary.

The parties agree that their respective representatives as identified in Paragraph 13 below shall meet to define further the scope of work for each Project. The scope of work will be defined in terms of materials, cost, labor hours required, permitting, timing and any and all other considerations necessary for the successful completion of each said Project. The parties acknowledge and agree that the Projects shall utilize materials and standards of repair which are

acceptable to professional preservationists.

2. This agreement will start November 1, 2005. The term of this agreement will be eighteen months. The construction commencement and the date of substantial completion of the Projects will be determined by the mutual agreement of the parties as the scope of work is defined pursuant to Paragraph 1. Notwithstanding the foregoing, the parties agree that substantial completion of two (2) Projects shall occur on or before October 31, 2007. The Fund covenants and agrees that no work shall commence until the amount of \$100,000.00 has been collected and is on deposit from the fundraising activities. Prior to commencement of any Project work, the Fund shall provide written notice of not less than seven (7) days of its intention to commence the work, which notice shall be accompanied by written evidence of funds on hand in an amount not less than \$100,000.00. The Manor House Preservation Fund, Inc. agrees to complete the Projects to the Club's reasonable satisfaction by October 31, 2007 or such earlier date for substantial completion as the parties may have mutually determined in writing.

3. **Specifications.** Prior to commencement of any work, the Manor House Preservation Fund, Inc. in cooperation with the Evergreen Country Club will provide plans and specifications for the above Projects. The Club shall be entitled to require such changes and modifications to said plans and specifications as it may reasonably deem necessary. Final plans and specifications shall be signed and dated by the parties. The Fund shall bear all costs and expenses regarding said plans and specifications.

4. **Materials and Equipment.** The Manor House Preservation Fund, Inc., at its expense, agrees to provide materials and equipment reasonably necessary for the completion of the Projects, as agreed by the parties in defining the scope of work pursuant to Paragraph 1.

5. **Construction.** The Manor House Preservation Fund, Inc. agrees that all work will be carried out in accordance with the Project plans and specifications provided and approved pursuant to Paragraph 3.

6. **Supervision.** Ed Pyne, committee member of the Manor House Preservation, Inc,

will provide on-site supervision for the Projects. The Manor House Preservation Fund, Inc. agrees to provide supervision adequate to insure that the Projects proceed in accordance with plans and specifications, applicable laws and the date of substantial completion.

7. **Permits; Compliance with Laws and Regulations.** The General Contractor will obtain all permits necessary for the commencement and completion of the Projects, in cooperation with the Manor House Preservation Fund, Inc. The Manor House Preservation Fund, Inc. agrees that all work will be carried out in accordance with the terms of any permit necessary for the Project work and in compliance with all relevant state, federal and local law.

8. **Personnel.** The Fund shall contract with a general contractor ("General Contractor") for performing the Project work, which General Contractor shall be subject to the Club's prior approval. Subcontractors utilized in the Projects shall also be subject to the Club's prior approval. The Club shall not unreasonably withhold, condition or delay said approvals. All personnel authorized or allowed on the Club's property by Manor House Preservation Fund, Inc. or its agents or employees shall be under the control of Manor House Preservation Fund, Inc. representative. Behavior appropriate to a country club site open to the public shall be maintained at all times by the Manor House Preservation Fund, Inc. and its agents, employees and contractors.

9. **Equipment.** Equipment necessary to perform the work will be allowed on the Club's property as directed by the representative of the Manor House Preservation Fund, Inc. However, the placement, operation, and location of any and all equipment shall not damage the buildings, grounds, roads or any other aspect of the Club's property. The representative of the Evergreen Country Club shall have the authority to prohibit or postpone any siting or operation of equipment or any other activity that may cause damage to the premises or that may unreasonably interfere with any of the Club's events, operations or functions.

10. **Precautions.** The Manor House Preservation Fund, Inc. expressly agrees to take whatever precautions are necessary to protect the Club's premises, property and landscaping from damage. **SMOKING SHALL BE PROHIBITED.** The Manor House Preservation Fund,

Inc. acknowledges that portions of the work will be performed in an area of Country Club activities, and that special precautions may be necessary, as required by the representative of the Evergreen Country Club.

11. **Clean-up.** The Fund shall ensure that all of its contractors, agents and employees shall clean the premises, removing all refuse and litter to designated receptacles on a daily basis. All equipment shall be removed from the affected buildings and grounds of the premises immediately upon the completion of the Projects.

12. **Liability.**

A. The Fund hereby indemnifies and holds the Club harmless from all claims, costs, damages and expenses, including, but not limited to, court costs and legal fees, that the Club might suffer or incur as a result, directly or indirectly, from any third parties arising from any aspect of the Projects or the Fund's fundraising activities.

B. The Manor House Preservation Fund, Inc. shall require the General Contractor(s) that is/are providing contractors for the Projects to secure and maintain in effect, throughout the term of this Agreement, policies of insurance providing coverage for the following risks in the minimum amounts indicated below:

(1) Workers' Compensation: statutory amount

(2) Employers' Liability:

Each Accident \$ 100,000

Disease-Policy Limit 500,000

Disease-Each Employee 100,000

(3) Commercial General Liability:

General Aggregate Limit \$1,000,000

Products and Completed Operations 1,000,000

Personal and Advertising Injury 1,000,000

Limit per Each Occurrence 1,000,000

Fire Damage (any one fire) 50,000

Medical Expense (any one person) 5,000

(4) Automobile Liability

(combined single limit) \$1,000,000

The Fund shall require said coverages to name the Club as an additional insured thereunder and prior to commencement of the fundraising shall provide to the Club a certificate of insurance indicating that the general liability coverage is in effect, and prior to commencement of the Projects shall provide certificates to the Club evidencing that all other coverages set forth above are in effect. All such coverages shall provide the Evergreen Country Club with a right of notice of not less than 30 days prior to cancellation or any material change in coverage. Only "occurrence" type coverage will be accepted.

C. Manor House Preservation Fund, Inc. agrees to maintain a Builder's Risk policy, naming the Club as an additional insured, in the amount of at least \$100,000 to insure the improvements made to the structure against losses and damages to the Evergreen Manor House by fire, explosion, or other casualty, with standard exclusions including earthquake.

D. Neither the Manor House Preservation Fund, Inc. nor Evergreen Country Club, Inc. will seek compensation from the other for damages to the existing structure in the event of a loss from any cause whatever in excess of insurance coverage.

13. **Representatives.** The representative of the Evergreen Country Club for the purposes of this Agreement is Bryan Dolieslager, General Manager. The representative of Manor House Preservation, Inc. for the purposes of this Agreement is David Prokop, Chairman, Manor House Preservation Fund, Inc.

14. **Mechanics' Liens.** Prior to making any payments to its General Contractor(s) or any subcontractor, the Fund shall obtain partial and/or final lien waivers from all payees. Furthermore, the Fund hereby indemnifies the Club from and against all mechanics' liens in connection with any aspect of the Projects and, upon notice from the Club of any filed mechanics' lien, the Fund shall promptly bond off and release said lien.

15. **General.** The parties agree that the Fund's fundraising activities and the Projects are not intended to impose any oversight or management responsibility on the Club or its personnel. Furthermore, all aspects of said fundraising and Projects are to be performed and conducted without cost or expense to the Club. The Club shall have no obligation or duty, at any time, to reimburse to the Fund, or to any person, any amounts expended by the Fund in connection with the Projects or any aspect of this Agreement. After completion of the Projects to the Club's reasonable satisfaction, the Club shall have no obligation or liability to the Fund or any person to perform any maintenance or any ongoing repair of any aspect of the Manor House. The Fund also acknowledges and agrees that the Club shall be entitled during the term of this Agreement or otherwise, without liability to the Fund or its contractors, to require the Fund to cease, postpone or modify the Projects in the event that the Club enters into an agreement with a third party for any use or operation of the Manor House in a manner permitted under the present or future Comprehensive Plan or zoning ordinances of Prince William County.

16. **Miscellaneous.**

A. Each party represents and warrants unto the other the following:

i. It has been duly authorized to enter into this Agreement in compliance with all applicable law and its governing documents.

ii. This Agreement, when fully executed, shall be binding upon it and shall be enforceable against it in accordance with its terms.

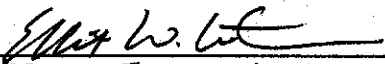
B. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. This Agreement represents the entire understanding of the parties hereto concerning the subject matters hereof, and supersedes all prior agreements, whether oral or written. This Agreement may be amended only by a writing executed by both parties hereto.

C. This Agreement may be executed in counterparts, including facsimile counterparts, each of which shall be deemed an original and both of which together shall constitute one instrument.

D. The effective date of this Agreement shall be the date of the last party to sign this Agreement.

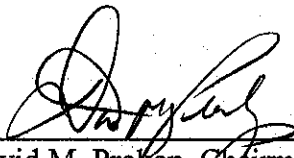
[Signatures on Following Page(s)]

EVERGREEN COUNTRY CLUB, INC.

By: 
Name: ELLIOT W. WITMER
Title: President

Date: 10/25/2005

MANOR HOUSE PRESERVATION FUND, INC.

By: 
David M. Prokop, Chairman

Date: Oct 19, 2005