

AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of the 4th day of August, 2008, by and between the Hiddenbrooke Condominium Unit Owners Association, the statutory council of unit owners for the Hiddenbrooke Condominium (the "Condominium"), organized under VA Code § 55-79.39, *et seq.* (the "Condominium Act") (hereinafter referred to as the "Association") on behalf of itself and all present and future members of its Board of Directors (the "Board"), and on behalf of each and every joint and several Unit Owner past, present and future (the "Unit Owners") to the maximum extent allowed by law, and Brookfield Rolling Woods, LLC, a limited liability company organized under the laws of Virginia ("Declarant"), together referred to as the "Parties."

RECITALS

A. The Parties agree that Declarant was the statutory "Declarant" (per § 55-79.41 of the Condominium Act) of the Hiddenbrooke Condominium, a multi-building residential condominium constructed on real property located in Springfield, Virginia.

B. Under the Condominium Act, the Association is the governing body of the Condominium, subject to the recorded Declaration and Bylaws for same.

C. The Association has asserted claims against Declarant *vis-a-vis* a December 5, 2006 report and a December 31, 2007 report, both prepared by Becht Engineering Co., Inc. (the "Becht Reports") regarding, among other things, alleged defects pertaining to the Condominium common elements, units and related facilities, which claims are not conceded by Declarant (the "Disputes").

D. Without admission of liability in regard to the foregoing Disputes and as an expedient means for resolving said Disputes, the Parties wish to agree and be bound as stated in this Agreement.

E. The term "Common Elements," as used herein, shall mean all of the general and limited common elements of the Condominium as defined in the Condominium's recorded Declaration, as amended by the Developer to annex additional phases, and plats recorded in the land records of Fairfax County and in the Condominium Bylaws and in Section 55-79.41 of the Condominium Act, together with any improvements to the Common Elements and all other common issues and conditions including common unit issues, within the Condominium for which the Association and/or the Membership (individually or otherwise) has legal standing under the Condominium Act (and/or applicable common law) to validly assert a claim against the Declarant.

NOW THEREFORE, in consideration of the foregoing recitals (which are incorporated into and made a part of this Agreement) and the other mutual and exchanged consideration defined herein, the legal sufficiency of which is hereby acknowledged, Declarant and the Association, on its own behalf and on behalf of the joint and several Unit Owners, to the maximum extent allowed by law, agree to be contractually bound as follows:

1. Each of the foregoing recitals is incorporated herein by reference and made a part of this Agreement.

2. Release.

2.1. Of Declarant. Except as expressly provided in ¶2.3 below, the Association, for itself, and for the joint and several Unit Owners, past present and future, to the limited extent of their rights relating to the Common Elements of the Condominium with lawful authority to bind and pursuant to applicable law, together with the Association's successors, directors, officers, members, agents, subrogees, attorneys, executors, heirs and assigns (hereinafter "Releasers") hereby jointly and severally remise, release and forever discharge the Declarant, the Residential Warranty Corporation ("RWC") and Brookfield Washington, LLC ("Brookfield"), together with their joint and several parent companies, subsidiaries, related and affiliated companies, predecessors, successors, lenders, directors, officers, employees, partners, limited liability companies (in which any of them owns an interest), partnerships (in which any of them is a general or limited partner), agents (including, but not limited to any of whom may have served as directors on the Board for the Association), subrogees, attorneys, contractors that performed work in relation to the Common Elements, suppliers who supplied materials for the construction of the Common Elements, heirs, executors and assigns (collectively, "Releasees") and -- to the extent provided for ¶2.3., infra ("Limited Release") -- all other persons and entities (hereinafter "Third Parties") of and from all promises, debts, liabilities, contracts (whether in privity with the Releasers or on which the Releasers, jointly or severally, claim to be an assignee and/or beneficiary, hereinafter "Contracts"), torts, undertakings, warranties (whether statutory, Contract, express and/or implied, inclusive, hereinafter "Warranties"), claims, damages, payments, obligations, actions and causes of action of whatsoever kind or nature, based in whole or in part on facts that have occurred before the date of this Release, whether known or unknown, including, but not limited to (i) the Disputes, (ii) any and all claims and causes of action which have been claimed or could have been claimed in any report(s), punchlist(s), communication or transmittals from the Association and/or its management company and/or representatives (legal or otherwise), including the Becht Reports, to any of the foregoing Releasees, and (iii) any other claims and causes of action, present and future, which in any way relate(s) to, concern(s) or arise(s) out of any acts, omissions and/or any other matters concerning the Common Elements (including, but not limited to, the real property on which the Common Elements are located), whether relating to their original construction, performance or otherwise. In regard to Declarant, RWC and Brookfield and their joint and several affiliated and related companies and their joint and several principals, officers, directors, members, contractors, agents and employees, the scope of this release shall include a complete and unconditional release from the Releasers as to all claims and causes of action, past, present and future arising out of any act or omission up to and including the date of this agreement, whether known or unknown in relation to the Condominium, Units inclusive.

2.2 The Association. The Declarant hereby fully releases the Association, and all of its members, directors, officers, agents and employees (hereinafter collectively the "Association's Related Parties"), from and against any and all claims, suits, or actions which the Declarant may now have, have had, or may have in the future, against the Association or the Association's Related Parties arising from any matters occurring prior to the date of this Agreement.

2.3. Reservation of Rights. Nothing in the foregoing ¶¶2.1. and/or 2.2. shall be construed to or is intended to release Declarant from its continuing obligations, if any, either in contract, warranty or otherwise, to the Unit Owners at the Condominium in regard to matters exclusively involving the "Units" themselves (as defined in the originally recorded Declaration and/or the original Bylaws for the Condominium and any Declarant amendments to same, and Section 55-79.41 of the Condominium Act; hereinafter, "Units"), except to the limited extent subsumed within the definition of "Common Elements" at recital E, above. In addition, this Release shall not release Declarant from its express undertakings to perform the Work described in ¶4.1.1, *infra*, of this Agreement. Even so, any failure by Declarant to perform its undertakings defined in ¶4.1.1, *infra*, shall not affect the continuing validity of the foregoing Release and all rights and remedies of the Association in relation to any such breach by Declarant shall be limited to a suit for breach of this Agreement and the Association's damages shall be limited in any such action to the cost to perform the portions of the defined ¶4.1.1 remediation required by this Agreement and left incomplete due to Declarant's breach. Nothing in the foregoing sentence shall release the Association of its required exhaustion of the Arbitrator procedures at ¶4.3, as a condition precedent to any such suit for breach of this Agreement. The Association further expressly covenants not to sue any of the Releasees, jointly and/or severally, for any defect, real or alleged, in the Common Elements, whether manifesting in the past, present or future, except in relation to Declarant's breach of obligations defined in ¶4.1, *infra*. Except as expressly set forth in this ¶2.3, nothing in this release shall release Declarant or any other person or entity in regard to any claim(s) and/or cause(s) of action arising out of the acts committed by Declarant or any other person or entity occurring entirely in the future. The exception just stated shall not apply to claims in any way relating to the as-built Common Element improvements constructed by or on behalf of Declarant, whether with respect to future failures, non-performance or otherwise, all claims of which have been expressly released in this ¶2, inclusive.

3. Other claims. Each party represents and warrants that it has not filed any litigation or other claims in any judicial, administrative or arbitration forum (collectively, "Suits") against the other party or any person or entity in relation to any matters released under the foregoing ¶2 Release. Were any such Suits previously filed (in violation of this section), the filing party agrees to and shall unconditionally dismiss same with prejudice concurrent with the execution of this Agreement, and shall further indemnify and hold the other party harmless in regard to any such Suits.

4. Declarant's Performance and Arbitrator Procedures.

4.1 Declarant's Performance.

4.1.1 The Work. At no cost or expense to the Association, Declarant agrees to undertake and complete the Common Elements Remediation work described in **Exhibit 1** hereto (hereinafter referred to as the "Work") as hereinafter provided. Declarant will cause Work to be completed in accordance with accepted local industry practice and in compliance with **Exhibit 1** (which is attached hereto and made a part hereof). Declarant will cause the Work to begin promptly after this Agreement is executed and complete same within one hundred eighty (180) days of the Effective Date, subject to reasonable delays caused by lack of access, weather,

material and labor availability. Declarant shall provide the Association with three (3) business days written notice (under ¶14, *infra*) as to when the Work on any one or more of the specifically identified items of Work described in **Exhibit 1** will begin; at Declarant's option, all such commencement scheduling may be contained in a single comprehensive notice (hereinafter, "Work Dates"). Declarant's obligations under this ¶4.1.1 are contingent on the Association granting uninterrupted access to Declarant and its contractors (during normal business hours, 8:30 a.m. to 5:30 p.m. on weekdays) to all Work areas on the scheduled Work Dates sufficient to allow the scheduled Work to begin and be completed during those scheduled times under this ¶4.1.1. If that required access is denied by the Association or any unit owner on the Work Date(s) properly scheduled under this ¶4.1.1, then the agreed remediation for which required access was denied shall be deemed waived by the Association, jointly and severally, with prejudice, except when such denial of access is outside the Association's control.

4.2 Completion. Promptly after each specific number item of Work described in **Exhibit 1** has been completed, Declarant shall give written notice to the Association of such completion ("Notice of Completion") pursuant to ¶14 of this Agreement. Within ten (10) business days (Monday through Friday and excluding holidays; hereinafter, "Business Days") from the receipt of each Notice of Completion, the Association, or its designated agent, shall finally inspect each such item of Work or be deemed to have waived any rights to same. If the Association concludes that the Work described in the Notice of Completion does not conform to the terms of ¶4.1, it shall (i) deliver written "Notice of Rejection" to Declarant (pursuant to ¶14) within fifteen (15) Business Days from the date of receipt of Declarant's Notice of Completion. If any matter that is the subject of a timely Notice of Rejection cannot be amicably resolved in the interim, then the Association shall invoke the Arbitrator Procedures at ¶4.3 of this Agreement within thirty (30) calendar days from the date of receipt of Declarant's Notice of Completion. In any such Arbitrator proceeding, the Association shall be limited to the bases for rejection set forth in its timely Notice of Rejection. By failing either (i) to timely invoke those procedures under ¶4.3 and/or (ii) to timely send Notice of Rejection under this ¶4.2, the Association shall automatically and irrevocably waive any right to reject or object to any aspect of Declarant's Work described in the Notice of Completion on any basis, whether as unworkmanlike, incomplete or otherwise and the Releasees defined in ¶2.1 of this Agreement shall be automatically deemed released from any further obligation in regard to same. Provided the Association has given a timely Notice of Rejection in full compliance with this subsection, the Association's time to invoke the Arbitrator procedures under ¶4.3 may be extended by written stipulation signed by authorized officers of the Association and Declarant or by the respective attorneys for the Association and Declarant.

4.3. Arbitrator Procedures

4.3.1 Under these Arbitrator Procedures, the parties shall reasonably and in good faith mutually agree upon an arbitrator, who shall act as final and binding arbitrator and shall decide all such disputes (hereinafter, the "Arbitrator").

4.3.2 These Arbitrator procedures shall be invoked (as provided in ¶4.2, above) by the Association faxing and sending by regular mail, the Arbitrator a detailed claim specifying which agreed work under ¶4.1, remains incomplete or unworkmanlike after Declarant's Notice of Completion. The Association shall be strictly limited in any such "Completion Dispute" to the written bases for rejection set forth in the Association's timely Notice of Rejection under ¶4.2.

4.3.3 All communications with the Arbiter shall either be by conference call, involving representatives of Declarant and the Association, or in writing, with faxed and mailed copies to the other party pursuant to the notice procedures at ¶14 of this Agreement. Each party (the Association and Declarant) shall have ten (10) business days from the date of the other party's Arbiter communication in which to respond to those submittals with any submissions which it desires the Arbiter to review in deciding the subject dispute. Nonetheless, the Association shall be bound by and may not expand the bases for rejection to include bases not specifically stated in the Association's initial and timely Notice of Rejection under ¶4.2. Those initially stated bases by the Association shall represent the outer bounds of the Arbiter's permissible determination under this ¶4.3.

4.3.4 The undersigned parties expressly waive any right to claim any rights or entitlements, with respect to any such disputes, except as expressly decided by the Arbiter. The parties further agree, jointly and severally, that the Arbiter shall not incur any liability for his actions and participation in this Agreement as Arbiter.

4.3.5 The scope of the Arbiter's authority to decide disputes concerning a rejected remediation reported by Declarant in its Notice of Completion shall be limited to determining the merits of the specific objections noted in the Association's timely Notice of Rejection and, if any of those bases for rejection are found meritorious, to deciding what if any additional specific remediation is required to complete the agreed remediation required by ¶4.1.1 and which is the specific subject of the Association's timely Notice of Rejection under the applicable text of ¶4.2.

4.3.6 The Arbiter's fees and expenses in relation to any such involvement as Arbiter shall, for each involvement, be paid by the party against whom the Arbiter finds in relation to each such dispute. The Arbiter shall break out his expenses and carefully allocate and account for his time spent in resolution of each dispute for purposes of assessing responsibility for that expense.

4.3.7 Unless otherwise agreed to by the parties, within 45 days after these Arbiter Procedures have been invoked, the Arbiter shall issue a written decision on any dispute submitted and shall provide such decision to each of the parties and their attorneys by fax and regular mail at the addresses and fax numbers identified in ¶14 of this Agreement. Such written decision shall specify any further or corrective work to be performed and shall specify a reasonable time frame within which such work shall be completed. The Arbiter has agreed to this schedule, but neither of the Parties' rights nor obligations under an arbiter award shall be prejudiced by the Arbiter's delay in issuing a timely decision under this ¶4.3.7.

4.3.8 With respect to any work found by the Arbiter to be required after a dispute arises concerning whether the agreed items have been repaired, Declarant shall thereafter perform the additional work required by the Arbiter to comply with the agreed repairs described in ¶4.1.1 inclusive, within the time frame prescribed by the Arbiter, or within such other time frame as may be agreed to in writing by the parties. Thereafter, the Notice of Completion and (if necessary) the dispute resolution provisions identified in the preceding subsections shall be repeated.

5. Authority and Non-Assignment. The Association and the Declarant hereby represent and warrant that:

- (a) each party has not and shall not in the future assign any of its real or alleged rights and remedies against the other party or any other Releasee(s) to any third party, non-signatory to this Agreement;
- (b) each party has not received and shall not accept in the future any assignment of any real or alleged rights and/or remedies against the other party or any of the Releasees from any third party (whether from a Unit Owner or otherwise), which assignments the parties agree shall be, upon assignment to a party null and void ab initio;
- (c) each party shall not, in any capacity, bring, assert, prosecute, participate in or fund in whole or in part, any prosecution or other assertion of any claim or action brought by anyone or more Unit Owners and/or their assigns in regard to any issues affecting any one or more Units at the Condominium, the Common Elements as defined herein, or any matter described in the releases at ¶2, inclusive; and
- (d) each party has authority to bind itself to the terms of the Release in ¶¶2.1 and 2.2 of this Agreement.

In addition to the rights and remedies granted Declarant pursuant to ¶9 below and applicable law, the Association agrees to indemnify and hold harmless the Declarant, together with its joint and several agents, employees, officers and principals (collectively, "Indemnitees") against any claims filed by any one or more Unit Owners alleging rights and remedies against any of the Indemnitees in relation to: (i) any matters covered by the Release herein, (ii) the Common Elements as defined herein, (iii) the Work described in **Exhibit 1**, and shall further indemnify and hold the joint and several Indemnitees harmless of and from (iv) any damages and/or defense costs and attorney's fees suffered by any of the Indemnitees as a result of the Association's breach of any of the foregoing representations and warranties.

Declarant further agrees to indemnify and hold harmless the Association, its Board of Directors and agent for any and all claims, damages or losses, including personal injury, brought by third parties arising out of the actions or omissions of Declarant, including Declarant's agents, assigns or subcontractors, which occur during the performance of the Work contemplated by this Agreement.

6. Compromise Settlement. The Parties expressly recognize and agree that this Agreement represents a compromise and settlement of contested claims. Nothing herein shall constitute an admission of legal responsibility in the absence of this Agreement and shall in no way expand or enlarge any express or implied (statutory or otherwise) warranties from any person or party relating to the units or the Common Elements at the Condominium, if any. In addition, and except as expressly provided herein, the work performed by Declarant (and/or its contractors) pursuant to ¶4.1.1 of this Agreement shall not be warranted in any respect, either expressly or

impliedly. Unless and until fully executed, this Agreement shall be deemed an inadmissible offer to compromise a disputed claim, and no portion of it, irrespective of complete execution, shall be deemed nor may be proffered as an admission of fact or liability in regard to the aforementioned Disputes.

7. Assignment. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and assigns. Even so, no portion of this Agreement may be enforceably assigned and any attempted assignment shall be void, *ab initio*. Notwithstanding any attempted assignments of this Agreement, the undersigned Parties shall remain obligated under the terms in all aspects.

8. Litigation. In any litigation between the parties alleging claims found released by the Release terms of the Agreement in any litigation resulting from the Association's breach of any of its representations and warranties made in this Agreement, and/or in any other litigation brought to enforce the terms of this Agreement (subject to the required Arbitrator Procedures at ¶4.3), the prevailing party's reasonable attorney's fees and other costs, including all expert witness fees and litigation expenses, shall be paid by the losing party. Even so, in no event shall any breach by either party restore any party to any rights and remedies released herein and the non-breaching party's sole remedies against the breaching party shall be to judicially enforce the terms of this Agreement or collect damages for that breach. In regard to any such litigation, the Parties jointly and severally waive any right to jury trial to the maximum extent allowed by law. To the extent any portion of this Agreement is held invalid or unenforceable by any court or tribunal of competent jurisdiction, the parties mutually agree that the balance of this Agreement, including the Release set forth herein, shall remain binding and enforceable.

9. Authority. Each Party represents and warrants to the other that it has the right and is authorized to enter into this Agreement in its represented capacity(ies) and to perform the obligations attendant hereto and has obtained any consent or approval necessary to make this representation and warranty.

10. Miscellaneous. This Agreement, including its formation, performance and enforcement, shall be governed by Virginia law (without concern for conflicts of law principles), and shall be considered the mutual workmanship of the undersigned parties and any rule requiring that it be construed against its drafter is hereby waived. Paragraph headings are solely for ease of reference. This document contains the entire agreement between the Parties in relation to the matters described herein, no inducements or promises other than as expressly set forth herein have been given or received in return for same and all claims to the contrary are hereby waived and released. All negotiations leading up to this Agreement are merged herewith and shall not form the basis for any legal rights, claims or defenses in relation to any litigation or otherwise. This Agreement may only be amended and its provisions enforceably waived in writing, signed by all of the Parties.

11. Counterparts. This Agreement may be executed in separate counterparts, all of which, when taken together, shall constitute one and the same original agreement. This Agreement shall only become binding on either Party when fully executed, whether in counterparts or otherwise ("Effective Date").

12. Retained Recourse. This Agreement is not intended to nor shall it affect any rights, remedies, claims, actions or causes of action (past, present or future) that Declarant has (or may have) against any party who has performed work for Declarant on the Condominium Buildings and Related Facilities.

13. Notices. Any notice required to be provided pursuant to this Agreement shall be in writing and sent by fax and either first class mail, postage prepaid or by overnight mail to:

If to THE ASSOCIATION:

Hiddenbrooke Condominium Unit Owners Association
Hiddenbrooke Condominium
7330 Rolling Woods Court
Springfield, VA 22152
c/o Thomas Anderson, President

with a fax copy to:

Brendan P. Bunn, Esq.
Chadwick Washington Moriarty Elmore & Bunn, P.C.
9990 Fairfax Blvd., Suite 200
Fairfax, VA 22030
Fax No.: 703-352-5293

If to THE DECLARANT:

Brookfield Rolling Woods, LLC
c/o James T. Devine, Jr.
Senior Vice President
8500 Executive Park, Suite 300
Fairfax, VA 22031
Fax No.: 703-270-1401

with a fax copy to:

Sean P. Sherman, Esquire
Shulman, Rogers, Gandal, Porody & Ecker, P.A.
11921 Rockville Pike, Third Floor
Rockville, MD 20852-2743
Fax No.: 301-230-2891

or to such other fax number(s) and/or address(es) as any Party may designate in writing in a notice to the other Parties given as provided herein. Any such notice shall be deemed received on the earlier of fax confirmation or 1 day after overnight mail, or three (3) calendar days after regular mailing as provided in this ¶14.

13. Time. Unless otherwise expressly stated herein, all time frames expressed in terms of days shall mean calendar days and if the time allowed for action required hereunder shall expire on a weekend or a holiday, then the expiration date shall automatically be the business day following that expiration. All time frames are of the essence.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first set forth above.

BROOKFIELD ROLLING WOODS, LLC

By: 

James T. Devine, Jr., Senior V.P.,
Brookfield Washington, LLC, Manager

**HIDDENBROOKE CONDOMINIUM UNIT
OWNERS ASSOCIATION**

By: 

Thomas Anderson, President

Attest: 

**Agreed Scope of Work - - Hiddenbrooke Condominium
(Exhibit 1 to the Agreement)**

Association Coordinated Unit Access

To the extent any of the following Scope of Work require unit access to perform the agreed work (e.g., through the unit to get to the decks) Developer's obligation to perform the work is expressly conditioned on access in accordance with ¶ 4.1.1 of the Agreement.

1. Deck/Tyvek Adjacent to Railing.

On strip of wall between two pieces of trim, next to railing on all decks above the main building entrances (see picture #7 of Becht photos (from 2/5/08)), remove trim and bottom piece of siding to determine if leak has occurred and if Tyvek is installed, and repair leak and/or install Tyvek as/where necessary.

2. Deck - Door Threshold Flashing.

Remove trim board beneath deck slider door thresholds, caulk beneath threshold between metal flashing and bottom of threshold, and reinstall trim board (see picture #8 of Becht photos (from 2/5/08)).

3. Top Flashing for Wood Frame Deck Support Columns.

In response to picture #12 of Becht photos (from 2/5/08), check tops of wood framed deck support columns in Buildings 1 and 3 to confirm that a rubber membrane covers the tops of the support columns (as has already been confirmed in Buildings 2 and 4).

4. Replacement of Rotted or Deteriorated Wood.

Developer to replace all rotted or deteriorated wood, if any, that is uncovered during its performance of the Scope of Work.

5. Water Testing and Interior Moisture Readings.

Developer to conduct water testing and interior moisture readings upon completion of Items 1 through 3, above. Testing and reading results to be forwarded to Association with each "Notice of Completion."

CUSTOMER SERVICE WARRANTY

This Customer Service Warranty ("Warranty") is provided by Brookfield Rolling Woods, LLC ("Brookfield"), to the Hiddenbrooke Condominium Unit Owners Association (the "Association"), the statutory council of unit owners for the Hiddenbrooke Condominium (the "Condominium"), as of January _____, 2009. By this Warranty, the parties acknowledge that all Work referenced in the parties' July 2008 Settlement Agreement ("Agreement") has been completed and all claims the Association may have had against Brookfield have been released pursuant to said Agreement, and further that Brookfield is providing the following Warranty to the Association and any affected Unit Owners to resolve any remaining disputes between the parties regarding said Agreement.

1. Warranty. Brookfield shall repair any water leaks that are reported to its Customer Service department (by email to customerservice@brookwash.com) in the following locations at the Condominium: (1) at the sliding glass doors to the front decks of Units 1-407, 2-407, 3-407 and 4-407; and (2) at the lobby entrance to building 7870. The foregoing warranty will expire on January 15, 2011.

2. Indemnification and Covenant Not to Sue. Provided that Brookfield makes good faith efforts to investigate and reasonably resolve any water leaks at the above-noted locations, the Association hereby agrees not to make a claim, sue or bring any cause of action against Brookfield regarding any alleged failure to perform under this Warranty, and any such claim is hereby released. Brookfield's liability shall be limited to \$5,000 in the aggregate for the Warranty period. In addition, the Association agrees to indemnify and hold harmless Brookfield, together with its joint and several employees, affiliated and parent companies (collectively, "Indemnitees") against any claims filed by any one or more Unit Owners alleging rights and remedies against any of the Indemnitees in relation to any matters covered by the foregoing Warranty.

3. Authority and Non-Assignment. The Association hereby represents and warrants that the Association has authority to bind itself and all Unit Owners at the condominium to the terms of this Warranty.

4. Counterparts. This Warranty may be executed in separate counterparts, all of which, when taken together, shall constitute one and the same original agreement.

BROOKFIELD ROLLING WOODS, LLC

By: _____

James T. Devine, Jr., Senior V.P.

Brookfield Washington, LLC, Manager

HIDDENBROOKE CONDOMINIUM UNIT OWNERS ASSOCIATION

By: _____

Dino Equi, President