

EXHIBIT A

September 1, 2006

David Thompson
Cooper & Kirk, PLLC
555 Eleventh Street, N.W.
Suite 750
Washington, DC 20004

RE: *216 Jamaica Avenue LLC v. S & R Realty Co.*,

Dear David:

Please find attached our first iteration of proposed stipulated facts. We will continue to forward others to you as we are able. I will plan to have all to you by the end of next week.

1. Plaintiff 216 Jamaica Avenue LLC is a limited liability company organized and existing under the laws of the State of New York. Its principal place of business is [full address— to be completed by plaintiff].
2. Plaintiff 216 Jamaica Avenue LLC's constituent members are [to be filled in by plaintiff].
3. Prior to February 2006, plaintiff had no ownership interest of any kind whatsoever in the Lease or any of the real estate that is the subject of this action.
4. The sum total paid by plaintiff for the transfer of and plaintiff's entire interest in the land (*see* Complaint ¶ 39), that is subject to the Lease in this action was \$845,000.
5. S&R Playhouse has paid \$35,000 in United States currency in annual rent under the Lease from 1982 to the present.
6. At no time prior to 2006 and the filing of the present action has any Lessor under the Lease demanded that any Lessee make rent payments in gold or that payment be made in an amount exceeding \$35,000 per year.
7. At no time prior to 2006 and the filing of the present action has any Lessor under the Lease ever raised a question or issue with any Lessee related to the amount or method of payment of rent under the Lease.
8. In 1982, contemporaneous with the time of the assignment of the Lease from the Halle Brothers Company to S&R Playhouse (as referred to in the Complaint in ¶ 31 *ff.*), the assignor and assignee referred to the transaction in the governing documents as an "assignment," and neither the words "novate" nor "novation" appear in the governing

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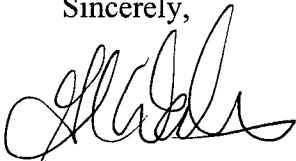
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documents or in any of the assignor's or assignee's documents prepared contemporaneously with the 1982 assignment.

9. In 1982, contemporaneous with the time of the assignment of the Lease from the Halle Brothers Company to S&R Playhouse (as referred to in the Complaint in ¶¶ 31 *ff.*), the assignor and assignee at no time used the words "novate" or "novation" in negotiation of the terms of the assignment.
10. The words "in gold coin of the weight and fineness equivalent to \$35,000," as used in plaintiff's Complaint (*e.g.* ¶ 34), do not appear in the Lease, the documents governing this action, or in any documents related to this action prepared by the original Lessor, Lessee, or any of their successors, heirs or assigns.
11. Per the 1982 assignment referred to in the Complaint (*e.g.*, Complaint ¶¶ 31 *ff.*), the Halle Brothers Company assumed and agreed to perform the covenants, obligations, and engagements of the Assignor and lessee under the Lease only after the effective date of the 1982 assignment.
12. Plaintiff has not received under the Lease, or under any document related to the Lease, a specific, definite grant of the right to make any claim for unpaid rent, or portions of rent, owed to any prior Lessor or other person before February 2006.

Please let me have your agreement or comments at your first convenience.

Sincerely,



Gary L. Walters

*** TX REPORT ***

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FAX COVER PAGE

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DATE: September 1, 2006

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