AGREEMENT

BETWEEN

NANCY COOK, MARION DICKIEHAN

and

ANNA ELEANOR ROOSEVELT.

Dated, November 9, 1938.
WE, NANCY COOK, MARION DICKERMAN AND ANNA ELEANOR ROOSEVELT, all of the Town of Hyde Park, Dutchess County, New York, agree as follows:

WHEREAS, under a lease made by Franklin D. Roosevelt as Landlord to us, on the 29th day of January, 1926, (hereinafter called the "Lease") we are the Lessees of a certain parcel of land, more fully described in the Lease, and located in the Town of Hyde Park, Dutchess County, New York, and

WHEREAS, the duration of the Lease is measured by the life of our last survivor, and

WHEREAS, we have jointly erected dwelling houses and other buildings and improvements upon said premises, and

WHEREAS, we wish to define our respective rights during our lives in and to the use and occupation of said dwelling houses and other buildings and improvements upon said premises, and

WHEREAS, we wish to clarify certain ambiguities in said Lease and to amend its terms:

NOW, THEREFORE, We, in consideration of the mutual covenants herein contained, agree as follows:

1 - Anna Eleanor Roosevelt, for and during the term of her life, shall have the sole and exclusive right to use and occupy, or cause to be occupied, as she sees fit, the building known as the "Shop", including the attic and cellar over and under Malvina Scheider's apartment, and including the room and bath known as Molly Godwin's room, (not, however, including the "North East Wing" in said building, and not including

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the "Garage" in said building, and not including the "Laundry"); also the
building known as the "Forge"; also the land bounded by the stone walk
between the "Shop" and the building known as the "Cottage" and the new lake.
Upon the death of Anna Eleanor Roosevelt the use of the premises described
in this paragraph shall vest in the survivor or survivors of the parties
herein, as the case may be.

2 - Nancy Cook and Marion Dickerman, for and during the
terms of their lives, shall have the sole and exclusive right to use and
occupy, or cause to be occupied, as they see fit the building known as the
"Cottage", and the gardens enclosed in a brick wall and picket fence adja-
cent thereto, and the "Garage" specified in Paragraph 1. Upon the death of
either Marion Dickerman or Nancy Cook the use of the premises described in
this paragraph shall vest in their survivor, and upon the death of said
survivor the use of said premises shall vest in Anna Eleanor Roosevelt, if
living.

3 - The Pool, Laundry, "North East Wing" of the "Shop",
and the grounds not specifically referred to in Paragraphs 1 and 2, shall
be jointly used by the parties hereto, their survivors or survivor.

4 - Anna Eleanor Roosevelt for and during the term of her
life shall have the sole and exclusive right to use and occupy, or cause
to be occupied, as she sees fit, the building built by her known as the
"Garage and Stable". Upon her death the title to said building and the
land upon which it stands shall revert to the Landlord under the Lease,
together with a right of way on all roads leading to said building now
built or which may be built upon said premises during the life of the Lease.
5 - Anna Eleanor Roosevelt for and during the term of her life shall have the sole and exclusive right to use and occupy, or cause to be used or occupied, as she sees fit, the building known as the "Weaving Cottage". Upon her death the title to said building and the land upon which it stands shall revert to the Landlord under the Lease.

6 - The parties hereto agree that the rental reserved under Paragraph (b) of the Lease shall be apportioned among them, two-thirds to Anna Eleanor Roosevelt and one-third to Nancy Cook and Marion Dickerman. In the event that one or more of the parties shall cause said rental to be increased by reason of the addition of new buildings or improvements, such increase shall be charged against the party or parties erecting or making said new buildings or improvements. Upon the death of one of the parties the rental obligation of such party shall devolve on the party or parties entitled to the use of the premises of the person so dying. The estate of a person dying shall not be responsible for any of said rental, and shall not take title to the interest of the person so dying in said premises.

7 - Each of the parties hereto shall be responsible for the upkeep and repair of the premises as required by Paragraph (c) of the Lease to the extent that she has the right of use and occupancy under this agreement. Where the parties shall have the right to use said premises jointly the expense of upkeep and repair shall be jointly shared, except that the upkeep and repair of the Pool shall be solely borne by Anna.
Eleanor Roosevelt during her life. Upon the death of a party to this agreement, her expense of upkeep and repair shall devolve on the party or parties entitled to the use of the premises of the person so dying.

8 - The option to cancel the Lease on one year's notice, provided in Paragraph (d) of the Lease, shall be personal to the parties hereto, and shall require for its' exercise their unanimous consent and action, and shall not survive or pass to their heirs or assigns. Upon the death of one or more of the parties, the survivor or survivors alone may exercise said option; and upon the death of the last survivor the right of option shall expire and the Lease shall terminate and the premises, with the buildings and improvements thereon, shall revert to the Landlord.

9 - The personal property now on said premises which was jointly purchased by the parties hereto shall become the sole personal property of the person having the use in the manner set out above of the premises in which said personal property is now located.

10 - Property individually owned by each of the parties hereto now or hereafter to come upon said premises shall not be affected by this agreement, but shall remain the individual property of its' owner.

11 - Nancy Cook and Marion Dickerman hereby transfer and assign to Anna Eleanor Roosevelt outright all their right, title and interest in and to the machinery, tools and equipment now being used by Otto Berg, and also the machinery, tools and equipment now being used by Arnold Berg. Anna Eleanor Roosevelt hereby accepts the property so transferred and assigned.
Anna Eleanor Roosevelt hereby transfers and assigns to Nancy Cook and Marion Dickerman her share of the cash and securities in the so-called Todhunter School Fund. In consideration of such assignment, and in consideration of the execution by her of this agreement, the parties hereto mutually release and forever discharge each other from any claim or claims whatsoever which against each other they ever had, now have, or which their heirs, executors or administrators, hereafter can, shall or may have for, upon or by reason of any matter, cause, or thing whatsoever from the beginning of the world to the day of the date of these presents.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 9th day of November, 1938.

Nancy Cook (L.S.)
Marion Dickerman (L.S.)
Anna Eleanor Roosevelt (L.S.)

Henry Goodwin

I, Franklin D. Roosevelt, party of the first part of a certain lease dated the 29th day of January, 1926, made by me as Landlord to Nancy Cook, Marion Dickerman and Anna Eleanor Roosevelt and referred to in the foregoing agreement, hereby consent to the terms of the foregoing agreement insofar as they construe, modify or amend the rights and obligations of the parties to said lease.

Dated: November 17, 1938.

Party of the first part in said Lease.