

GROUND LEASE

THIS GROUND LEASE (hereinafter referred to as "Lease") is made and entered into as of the 23rd day of September 2011, between the DISTRICT OF COLUMBIA, a municipal corporation (hereinafter referred to as "Landlord"), acting by and through the Department of Real Estate Services, and CHANEY ENTERPRISES LIMITED PARTERSHIP, a Maryland limited partnership (hereinafter referred to as "Tenant"), with respect to the following facts:

RECITALS:

WHEREAS, Landlord is the owner of the real property known as DC Village, being a portion of the real property designated for tax and assessment purposes as a portion of Parcel 253/26 (the "Property");

WHEREAS, the District of Columbia Department of Real Estate Services issued a Request for Offers, DRES-RFO-OUT-2011-1, on April 12, 2011, for proposals for a short-term ground lease of a portion of the Property located at approximately 61 DC Village Lane, SW, Washington, D.C. and comprising approximately 3 acres of land and Tenant responded to such RFO and was selected as the successful offeror for receipt of a ground lease; and

WHEREAS, Tenant desires to lease such portion of the Property for the purposes of installing and operating a "state of the art" CONECO portable concrete batch plant thereon.

NOW, THEREFORE, in consideration of the above recitals, the mutual promises of Landlord and Tenant, and the terms and conditions of this Lease, Landlord and Tenant agree as follows:

DEFINITIONS

As used in this Lease, the following terms shall have the meanings set forth below:

"Annual Rent" is defined in Section 3.1(a) of this Lease.

"Demised Premises" shall mean the Land together with the easements, rights, rights-of-way, and licenses thereto, and the existing and future Improvements.

"Effective Date" is the date first written above, which shall be the date of the last party to this Lease to sign as set forth on the signature pages attached hereto, provided that all parties to this Lease shall have executed and delivered this Lease to the other.

"Event of Default" is defined in Section 13.1 of this Lease.

"Extension Term" is defined in Section 2.2 of this Lease.

DC Village
Concrete Plant Ground Lease

BOARD OF ZONING ADJUSTMENT
District of Columbia

CASE NO. 18404
EXHIBIT NO. 9

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Board of Zoning Adjustment
District of Columbia
CASE NO.18404
EXHIBIT NO.9

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"Hazardous Materials" means any substance, material, condition, mixture or waste that is now or hereafter (1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "oil," "pollutant" or "contaminant" under any provision of District of Columbia, Federal or other applicable law; (2) classified as radioactive material; (3) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. §§ 1251, et seq. (33 U.S.C. § 1317); (4) defined as a "hazardous waste" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq. (42 U.S.C. § 6903); (5) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq. (42 U.S.C. § 9601); (6) determined to be a "hazardous chemical substance or mixture" pursuant to the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq. (15 U.S.C. § 2605); (7) identified for remediation storage, containment, removal, disposal or treatment in any District plan for the Demised Premises; (8) determined by District or Federal authorities to pose or be capable of posing a risk of injury to human health, safety or property (such substances to include petroleum and petroleum byproducts, asbestos, polychlorinated biphenyls, polynuclear aromatic hydrocarbons, cyanide, lead, mercury, acetone and styrene); or (9) designated as "hazardous air pollutants" listed pursuant to the Clean Air Act, 42 U.S.C. § 7412.

"Hazardous Materials Laws" is defined in Section 8.1 of this Lease.

"Impositions" is defined in Section 4.3 of this Lease.

"Improvements" means all buildings, structures, and improvements now existing or hereafter constructed upon the Land during the term of the Lease and all restoration, addition to, or replacement thereof, but excluding therefrom the Land and any personal property and Trade Fixtures located thereon.

"Initial Term" is defined in Section 2.1 of this Lease.

"Land" shall mean a portion of approximately 3 acres of land of that certain parcel of real property located at 61 DC Village Lane, SW, Washington, D.C., which is part of Parcel 253/26, as described in Exhibit "A".

"Lease Expiration Date" means the earlier to occur of the following dates: (a) the date that is three (3) years following the Rent Commencement Date or (b) the date upon which this Lease is sooner terminated pursuant to the provisions of this Lease or the mutual agreement of the parties hereto.

"Rent" means all sums due and payable to Landlord by Tenant hereunder, including Annual Rent.

"Rent Commencement Date" is defined in Section 3.1 of this Lease.

"Tenant's Estate" means all of Tenant's right, title, and interest in its leasehold estate in the Demised Premises, its fee estate in the Trade Fixtures, and its possessory interest in the Improvements.

"Term" shall include the Initial Term of this Lease and any Extension Term.

"Trade Fixtures" means any removable personal property that Tenant attaches to the Demised Premises, in connection with Tenant's authorized use of the Demised Premises, as set forth in Section 5.2, together with any additions thereto, expansions thereof, replacements thereof or modifications thereto.

**ARTICLE 1
DEMISE OF PREMISES**

1.1 Demise. Landlord, in consideration of the rents hereinafter reserved and the terms, covenants, conditions, and agreements set forth in this Lease to be kept and performed by Tenant, does hereby demise and let onto Tenant, and Tenant does hereby hire and take from Landlord, the Demised Premises and all rights, advantages, privileges, ways, easements, and appurtenances to the same belonging or in any way appertaining. The Tenant acknowledges that the Demised Premises is being leased to Tenant in its "as-is" condition, and that, except as otherwise set forth in this Lease, the Landlord makes no representations or warranties with regard to the condition of the Demised Premises. As of the Effective Date, Landlord is not aware of and does not possess any environmental studies of the Premises. As of the Effective Date, Landlord has delivered possession of the Demised Premises to Tenant, subject to all of the terms, covenants, conditions, conditional limitations, and agreements contained herein, and the following matters, to the extent that they affect the Demised Premises: (a) the effect of all present building restrictions and regulations and present and future zoning laws, ordinances, resolutions, and regulations of the District of Columbia; (b) the condition and state of repair of the Demised Premises on the Effective Date; and (c) present violations of law, orders, or requirements that might be disclosed by an examination and inspection or search of the Demised Premises by any federal or District department or authority having jurisdiction, as the same may exist on the Effective Date; provided, however, that Landlord shall be solely liable for any present violations of law relating to matters arising prior to the Effective Date whether or not any such violation might be disclosed by an examination, inspection or search of the Demised Premises, provided, however, that nothing in this Lease shall obligate Landlord to correct any existing conditions as of the Effective Date and Tenant's sole remedy shall be to terminate this Lease by written notice. Landlord represents and warrants that Landlord has full right and power to enter into and implement this Lease without the consent, agreement, or action of any other person or entity.

1.2 Accessway. Tenant hereby acknowledges that the District of Columbia, by and through its executive agencies including the District Department of Transportation, shall have unobstructed access over and through the Demised Premises as depicted on Exhibit "B" attached hereto. In its exercise of such right of access, the District of Columbia shall (a) use due care and shall not interfere with Tenant's business operations and (b) secure any gates or entrances as is appropriate after its use by way of the padlocks, bolts, keypads, or other locking system provided by Tenant. Tenant shall provide the Landlord with any and all keys or security codes necessary for the right of access.

ARTICLE 2 TERM

2.1 Initial Term. The term of this Lease shall commence on the Effective Date and shall expire on the date that is [REDACTED] after the Rent Commencement Date ("Initial Term"), unless sooner terminated as provided herein.

2.2 Right to Extend Lease. Provided that Tenant is not then in default under the Lease at the time, Tenant may extend this Lease by [REDACTED] (the "Extension Term") by giving Landlord written notice no less than ninety (90) days prior to the expiration of the then applicable term. The rental due for any such extension term shall be [REDACTED] of the rental in effect for the then expiring term and any extension term shall otherwise be under the same terms of this Lease, unless otherwise agreed by the parties. In no event may Tenant extend this Lease for an aggregate term exceeding [REDACTED].

2.3 Extension Option. Landlord hereby grants Tenant an option to extend the Lease, beyond the Extension Term, subject to the following terms and conditions. If Tenant has exercised all [REDACTED] extensions described in Section 2.2 and if Tenant is not in default under the Lease, then Tenant shall have an option to extend the lease term for a period of no more than [REDACTED] (the "Option Right" and such extension period being the "Option Term"). Tenant must exercise its Option Right by written notice to Landlord, no less than two hundred and seventy (270) days prior to the expiration of the Extension Term. The Annual Rent applicable to the Option Term shall be the fair market rental value of the Demised Premises. Upon Landlord's receipt of such notice, Tenant and Landlord shall negotiate terms and conditions of an amendment, subject to the prior sentence, extending this Lease for the Option Term. In all events, Tenant and Landlord shall execute such amendment prior to the expiration of the Extension Term and if they fail to do so then this Section 2.2, and the Option Right herein, shall lapse and be of no further force or effect. The rights and obligations set forth in this Section 2.2 are subject to applicable law including, but not limited to, D.C. Official Code § 10-801.

ARTICLE 3 RENT AND UTILITIES

3.1 Payment of Rent.

(a) Annual Rent. Tenant hereby agrees to pay and Landlord hereby agrees to accept as rent from and after the Rent Commencement Date for the Initial Term of this Lease annual rent at the rate of [REDACTED] ("Annual Rent"), payable in equal monthly installments of [REDACTED] beginning in advance on the Effective Date (also referred to as the "Rent Commencement Date"), and on the first day of each calendar month thereafter, subject to adjustment as provided in subsection (b) below. For any period of less than a full month for which Annual Rent is payable, such rent shall be prorated on the basis of the actual number of days in the subject month.

3.2 Manner of Payment. Tenant shall pay the Annual Rent in legal tender for the payment of public and private debts, without counterclaim, set off or deduction of any kind or nature whatsoever and without demand, to Landlord, payable to "D.C. Treasurer" and deliver the same to DC Government, Lease Receipts, P.O. Box 96853, Washington, D.C. 20090, or such other address as Landlord may from time to time designate in writing.

3.3 Late Charges and Interest on Late Payments. All installments of Annual Rent and other sums due, owing or payable to Landlord by Tenant pursuant to this Lease, if not paid within ten (10) business days of the due date, shall be deemed delinquent and shall be paid with a [REDACTED] late charge and interest on the delinquent amount for each day from the due date to the date of payment at the lesser of (i) one percent (1.0%) per month, compounded monthly, or (ii) the highest rate of interest lawfully allowed to be charged. Any accrued late charges and interest shall be due and payable immediately, without demand by Landlord, and shall be deemed additional Rent.

3.4 DC Village Lane. In the event that the entities owning or leasing properties which rely upon DC Village Lane for access across the DC Village parcel determine that DC Village Lane (which is a private road) requires upgrades or maintenance, Tenant shall be responsible for a proportionate share of the costs thereof, as determined by mutual agreement of such entities at the time as additional rent hereunder.

ARTICLE 4 UTILITIES, TAXES AND OTHER CHARGES

4.1 Representations of Landlord. Landlord makes no representations as to any utilities, equipment, or systems furnished, installed or available on the Demised Premises.

4.2 Payment of Utilities. All water, gas, electricity, or other public utilities installed, used upon, or furnished to the Demised Premises shall be in Tenant's name, and all charges thereof, including the costs of equipment, materials, and installation, during the Term shall be promptly paid by Tenant as billed and prior to delinquency.

4.3 Payment of Impositions. Beginning on the Effective Date and continuing for the entire term of this Lease, Tenant covenants and agrees to pay and discharge or cause to be paid and discharged all taxes, assessments, charges, fees, and municipal liens, whether general or special, ordinary or extraordinary, (collectively, "Impositions") imposed by any governmental or quasi-governmental authority pursuant to law on Tenant's Estate or as a result of Tenant's use and occupancy of the Demised Premises, promptly before delinquency and before any fine, interest, or penalty shall be assessed by reason of its nonpayment.

4.4 Contesting Impositions. In the event Tenant shall desire to contest or otherwise review by appropriate legal or administrative proceeding any Imposition, Tenant shall give Landlord written notice of its intention to so contest the same. Tenant shall pay such Imposition before its final due date unless the making of such payment under protest would operate as a bar of such contest or interfere materially with the prosecution thereof; provided, however, that if Tenant does not pay such Imposition, Tenant shall establish reserves sufficient to pay the contested Imposition and all penalties and interest that may be reasonably payable in connection

therewith. Any such contest or other proceeding shall be conducted solely at Tenant's expense and free of expense of Landlord.

4.5 Evidence of Payment. Upon Landlord's written request, Tenant shall furnish Landlord with satisfactory evidence of the payment of any Imposition or public utilities.

4.6 Payment by Landlord. Landlord may, at any time after the date of any Imposition or utility charge, which, if left unpaid, would attach as a lien to Landlord's estate in the Land, is delinquent, give written notice to Tenant specifying same, and if Tenant continues to fail to pay such Imposition or utility charge within thirty (30) days after receipt of such written notice, Landlord may pay it. Tenant covenants to reimburse and pay Landlord any amount so paid or expended in the payment of such Imposition or utility charge upon demand therefor, such amounts to be considered additional Rent and to be subject to the imposition of late fees and interest, pursuant to Section 3.3 herein, if not paid in full promptly upon receipt of Landlord's demand.

ARTICLE 5

POSSESSION, USE, COMPLIANCE WITH LAWS, MAINTENANCE AND REPAIRS

5.1 Possession. Tenant acknowledges that, as of the Effective Date, it shall have made such inspections as deemed necessary by Tenant, and Tenant shall accept possession of the Demised Premises in its "as-is" condition existing as of the Effective Date subject to the provisions of Section 1.1, provided, however, that nothing in this Lease shall obligate Landlord to correct any existing conditions as of the Effective Date and Tenant's sole remedy shall be to terminate this Lease by written notice. No party other than Tenant has the right to possess any portion of the Demised Premises under this Lease without the prior written consent of Landlord, subject to the provisions contained in Section 15.13 herein.

5.2 Use. Subject to the provisions of this Article, Tenant may use the Demised Premises for the operation of a "state of the art" CONECO portable concrete batch plant with 10 cubic yard batching capacity together with the number of late model Mack Trucks with McNeilus concrete mixers necessary to service the demands placed on the concrete batch plant by its customers or their equal and "state of the art" technology, and associated equipment, storage yard, and staging gound, and ancillary offices. No other use of the Demised Premises is permitted. In addition to the foregoing, Tenant is explicitly prohibited from storing any Hazardous Materials on the Demised Premises and on any area abutting the Demised Premises; provided, however, that the foregoing shall not prohibit Tenant from engaging in its normal concrete manufacturing operations in accordance with applicable law. In the event Tenant brings any Trade Fixtures or other personal property onto the Demised Premises, such Trade Fixtures and other personal property shall be owned by Tenant.

5.3 Compliance With Applicable Laws. Tenant shall perform and comply with all laws, rules, orders, ordinances, regulations, and requirements now or hereafter enacted or promulgated, of every governmental authority having jurisdiction over the Demised Premises, and of any agency thereof, relating to the Demised Premises, the Improvements now or hereafter located thereon, the facilities or equipment therein, or the streets, sidewalks, vaults, vault spaces,

curbs, and gutters adjoining the Demised Premises, or the appurtenances to the Demised Premises, whether or not such laws, rules, orders, ordinances, regulations, or requirements so involved shall necessitate structural changes, improvements, interference with use and enjoyment of the Demised Premises, replacements, or repairs, extraordinary as well as ordinary, and Tenant shall so perform and comply, whether or not such laws, rules, orders, ordinances, regulations, or requirements shall now exist or shall hereafter be enacted or promulgated, and whether or not such laws, rules, orders, ordinances, regulations, or requirements can be said to be within the present contemplation of the parties hereto.

5.4 Maintenance and Repairs. Tenant shall, during the term hereof, at Tenant's own cost and expense, keep the Demised Premises, and all appurtenances to the Demised Premises, in good order, condition, and repair consistent with the best practices of concrete plants in the greater Washington, D. C. metropolitan area, ordinary wear and tear excepted, and in such condition as may be required by law and by the terms of the insurance policies furnished pursuant to this Lease, whether or not such repair shall be interior or exterior, and whether or not such repair shall be of a structural nature, and whether or not the same can be said to be within the present contemplation of the parties hereto.

ARTICLE 6 CHANGES, ALTERATIONS, AND NEW CONSTRUCTION

6.1 Generally. Subject to obtaining Landlord's prior written approval, as provided herein, not to be unreasonably withheld, conditioned, or delayed, Tenant shall have the right, at Tenant's sole expense, to make any alteration, addition, demolition, replacement, or modification to the Demised Premises or the Improvements thereon. Any alterations, additions, demolitions, replacements, or modifications made by Tenant shall be consistent with the permitted uses under this Lease and in accordance with applicable law, and said alterations, additions, demolitions, replacements, or modifications shall not lessen the market value of the Demised Premises. Subject to the provisions of Section 6.2 below, Tenant may raze the buildings located on the Demised Premises.

6.2 Landlord's Approval. Prior to construction of any alteration, addition, demolition, replacement, or modification, including any new construction, Tenant shall submit to Landlord a construction schedule and drawings and specifications, including the site plan and architectural, structural, electrical, mechanical, sheeting and shoring, and excavation and utility drawings. Within fifteen (15) business days of Tenant's submission of the foregoing, Landlord shall approve or disapprove Tenant's proposed alteration, addition, or modification, which approval shall not be unreasonably withheld, conditioned, or delayed. If Landlord fails to timely inform Tenant in writing of its approval or disapproval, then Landlord's approval shall be deemed to have been given and Tenant may proceed with such alteration, addition, or modification, including any new construction. After approval by Landlord, Tenant may make no material changes in work or materials without further written approval by Landlord, not to be unreasonably withheld, conditioned, or delayed. Landlord accepts no liability and waives none of its rights under this Lease solely by reason of its approval of any drawings or specifications nor shall its approval be construed to be a warranty thereof. Further, Landlord's approval under this Section is separate and apart from any regulatory or statutory approval by the District of

Columbia Department of Consumer and Regulatory Affairs or any other District of Columbia government agency, as may be required under applicable law.

6.3 Title to Improvements and Trade Fixtures. All Improvements constructed or installed upon the Demised Premises by Tenant at any time prior to the Lease Expiration Date and any Trade Fixtures installed or otherwise brought onto the Demised Premises shall remain the property of Tenant; provided that any Improvements or Trade Fixtures remaining on the Demised Premises after Tenant surrenders the Demised Premises to Landlord, in accordance with Article 14 herein, shall be deemed to be abandoned, and the title to which shall automatically vest in Landlord.

6.4 Liens. Tenant shall keep the Demised Premises, including Landlord's interest in the Demised Premises, free and clear of all mechanics', materialmen's, and other liens for or arising out of, or in connection with, work or labor done, services performed, or materials or appliances used or furnished in connection with Tenant's construction, maintenance, and operations. Any work or construction by, for, or permitted by Tenant on the Demised Premises, or any obligations incurred by Tenant, shall be promptly and fully paid and discharged by Tenant. All persons dealing with Tenant are hereby placed on notice that such persons shall not look to Landlord or to Landlord's credit or assets (including Landlord's interest in the Land and Improvements constructed thereon) for payment or satisfaction of any obligations incurred in connection with the construction, alteration, repair, restoration, replacement, or reconstruction thereof by or on behalf of Tenant. Tenant has no power, right, or authority to subject Landlord's interest in the Demised Premises to any mechanic's or materialmen's lien or claim of lien.

ARTICLE 7 LEASEHOLD MORTGAGEES

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Tenant shall have no right to encumber Tenant's Estate; however, Tenant shall have the right to finance or encumber Tenant's Trade Fixtures.

ARTICLE 8 ENVIRONMENTAL MATTERS

8.1 Environmental Compliance. Tenant shall keep and maintain the Demised Premises in compliance with and shall not cause or permit the Demised Premises to be in violation of any federal or local laws, ordinances, or regulations relating to industrial hygiene, public health, safety or environmental conditions ("**Hazardous Materials Laws**") on, under, about, or affecting the Demised Premises. Tenant shall, at its own expense, maintain in effect any permits, licenses, or other governmental approvals, relating to Hazardous Materials, if any, required for Tenant's use of the Demised Premises. Tenant shall make all disclosures required of Tenant by any Hazardous Materials Laws and shall comply with all orders with respect to Tenant's and its employees', agents', contractors', and invitees' use of the Demised Premises, issued by any governmental authority having jurisdiction over the Demised Premises and take all action required by such governmental authorities to bring Tenant's and its employees', agents', contractors', and invitees' activities on the Demised Premises into compliance with all Hazardous Materials Laws affecting the Premises. Tenant will conduct and complete all

investigations, studies, sampling, and testing and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials introduced to the Demised Premises by Tenant on, from, or affecting the Demised Premises in accordance with all applicable Hazardous Materials Laws and to the satisfaction of Landlord. If Tenant fails to comply with the foregoing, the Landlord, in addition to any other remedies it may have, may cause the remediation, removal, or other action, and charge the cost of the same as additional Rent, which shall become due and payable upon demand by Landlord. Tenant shall not be required to take any remedial, removal, or other action necessary to clean up and remove any Hazardous Materials introduced to the Demised Premises prior to the Effective Date.

8.2 Notices. If at any time Tenant or Landlord shall become aware or have reasonable cause to believe that any actionable level of Hazardous Materials has been released or has otherwise come to be located on or beneath the Demised Premises, such party shall promptly upon discovery give written notice of that condition to the other party. In addition, the party first learning of the release or presence of an actionable level of Hazardous Materials on or beneath the Demised Premises, shall promptly notify the other party in writing of: (i) any enforcement, cleanup, removal, or other governmental or regulatory action instituted, completed, or threatened pursuant to any Hazardous Materials Laws; (ii) any claim made or threatened by any person against Landlord, Tenant, or the Demised Premises arising out of or resulting from any actionable level of Hazardous Materials; and (iii) any reports made to any local, state, or federal environmental agency arising out of or in connection with any actionable level of Hazardous Materials. Tenant will promptly supply Landlord with copies of all notices, reports, correspondence and submissions made by Tenant to the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, and any other local or federal authority that requires submission of any information concerning environmental matters or hazardous wastes or substances pursuant to any Hazardous Materials Laws.

8.3 Indemnity by Tenant. Tenant shall be solely responsible for and indemnify, defend (by counsel acceptable to Landlord), protect, and hold harmless Landlord from and against any and all claims, liabilities, penalties, fines, judgments, forfeitures, losses, costs, and expenses (including reasonable attorneys', consultants', and expert fees) arising from, related to, or in connection with the death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by (i) the presence in, on, under, or about the Demised Premises or any discharge or release in or from the Demised Premises of any Hazardous Materials, to the extent that any such presence, discharge, or release is caused by Tenant's activities, or (ii) Tenant's failure to comply with its covenants under Section 8.1. Tenant shall be solely responsible for, without limitation, whether foreseeable or unforeseeable, any and all costs incurred in connection with any site investigation, and any and all costs for repair, cleanup, detoxification, decontamination, or other remedial action of the Demised Premises in response to the presence of any Hazardous Materials on, under, or about the Demised Premises caused by Tenant's activities. The obligations of Tenant shall survive the expiration of this Lease. Notwithstanding the foregoing Tenant shall not be responsible for or require to defend, protect or hold harmless Landlord from or against any claims, liabilities, penalties, fines, judgments, forfeitures, losses, costs, and expenses (including reasonable attorneys', consultants', and expert fees) arising from, related to, or in connection with the death of or injury to any person or damage to any property whatsoever, arising from or caused in whole

or in part, directly or indirectly, by (i) the presence in, on, under, or about the Demised Premises or any discharge or release in or from the Demised Premises of any Hazardous Materials, to the extent that any such presence, discharge, or release is related to matters arising prior to the Effective Date (the environmental condition of the Demised Premises as of the Effective Date being deemed to be as described on the Report of Phase I Environmental Site Assessment dated August 8, 2011 and attached hereto as Exhibit "C"), except and to the extent that any such matters arise from Tenant's, its employee's, or agent's negligence or willful misconduct.

ARTICLE 9 INSURANCE

9.1 Insurance Coverage. Tenant will, at all times during the term of this Lease, maintain insurance on the Demised Premises of the following character:

(a) Insurance against loss or damage by fire and other risks and perils from time to time included under standard extended coverage endorsements in an amount equal to not less than ninety percent (90%) of the replacement value of any Improvements and Trade Fixtures located on the Demised Premises (exclusive of the costs of excavation, foundations, and footings below the lowest floor).

(b) General comprehensive public liability insurance (including coverage for elevators, if any, on the Property) against claims for bodily injury, death, or property damage occurring on, in, or about the Demised Premises and the adjoining streets, sidewalks, and passageways, such insurance to afford protection of not less than [REDACTED] with respect to bodily injury or death to all persons in any one accident, and not less than [REDACTED] with respect to property damage in any one occurrence, or such other amounts in excess of the amounts set forth above as Landlord shall reasonably request.

(c) Adequate boiler and pressure vessel insurance on all equipment, parts thereof, and appurtenances attached or connected to the Demised Premises that by reason of their use or existence are capable of bursting, erupting, collapsing, or exploding. *Wf*

(d) Environmental site liability insurance against claims for bodily injury, property damage, and remediation costs for incidents caused by Hazardous Materials at the Demised Premises, such insurance to afford protection of not less than [REDACTED] with a policy term equal to the Term of this Lease plus five (5) years

(e) Such other insurance as Landlord may reasonably request or as may be required by applicable law.

9.2 Insurance in General.

(a) Each policy of insurance required under this Lease shall include provisions that the holder of such policy shall not cancel or terminate such policy, or cause such policy to expire, due to non-renewal by Tenant, and that coverages under such policy shall not be

materially reduced, unless at least thirty (30) days' notice of such proposed expiration or reduction has been provided to all the insureds named in such policy by such holder.

(b) Unless waived in writing by Landlord, each such policy shall be issued by an insurance company duly authorized to conduct business in the District of Columbia and is well rated by a national rating agency.

(c) Each policy of insurance required under this Lease shall include a provision for a waiver of subrogation in favor of Landlord, Tenant, and all other insureds.

(d) Landlord has no obligation to insure, and no liability for any damage to, any Improvements, equipment, or other personal property of Tenant.

(e) Should Tenant fail to effect, maintain, or renew any insurance provided for herein, or to pay the premium therefore, or to deliver to Landlord any of such policies or certificates (as required under Section 9.4), Landlord, at its option, but without obligation to do so, may procure such insurance, and any sums expended by it to procure such insurance shall be additional Rent hereunder and shall be repaid by Tenant within thirty (30) days following the date on which demand therefore shall be made by Landlord.

9.3 Named Insureds. All policies of insurance required under Section 9.1 to be furnished under this Lease shall include as named insureds Landlord and Tenant, as their respective interests may appear.

9.4 Copies to Landlord. Upon the execution and delivery of this Lease, Tenant shall deliver to Landlord the duplicate policies or certificates of insurers satisfactory to Landlord evidencing all the insurance that is then required to be maintained by Tenant hereunder, and Tenant shall, within thirty (30) days prior to the expiration of any such insurance, deliver other duplicate policies or other certificates of the insurers evidencing the renewal of such insurance.

9.5 Blanket Insurance. Nothing in this Article shall prevent Tenant from taking out insurance of the kind and in the amounts provided for under this Article under any blanket insurance policy that covers other properties owned or operated by Tenant, provided that such blanket policy does not reduce or diminish the amount of available coverage such that the amounts shall at no time be less than those set forth in Article 9.

ARTICLE 10 DAMAGE OR DESTRUCTION

10.1 Damage. If, during the term of this Lease, there occurs any material damage to or destruction of the Demised Premises or any part thereof resulting from any cause whatsoever, Tenant shall give prompt written notice thereof to Landlord, and, provided such damage or destruction is covered by Tenant's insurance, Tenant shall immediately take such action as is reasonably necessary to assure that the Demised Premises does not constitute a nuisance or otherwise present a health or safety hazard, such work to be accomplished at Tenant's sole cost and expense.

10.2 Cancellation. If the Demised Premises shall be damaged so that it is reasonably determined that the cost would make restoration thereof unfeasible, notwithstanding the availability of insurance proceeds therefor or if the damage or destruction is not covered by Tenant's insurance, Tenant may terminate this Lease within sixty (60) days after such damage with written notice to Landlord, provided Tenant is not then in breach or uncured default (following the giving of any required notice and expiration of any applicable cure period) of any provision of this Lease. If Tenant terminates this Lease in accordance with this Section, Tenant shall raze the then existing Improvements and clear the Land of debris and rubble to rough grade level.

10.3 Restoration. If this Lease is not terminated as provided in Section 10.2 above, Tenant shall promptly proceed with the repair or restoration of the damaged Demised Premises and Trade Fixtures within ninety (90) days following such damage or destruction, or if greater than eighty percent (80%) of the estimated cost of such restoration is covered by insurance, then within ninety (90) days following such later date as the insurance proceeds are available therefor. Within thirty (30) days following the damage or destruction, Tenant shall place orders to purchase replacement Trade Fixtures and provide Landlord with proof of the same. Prior to beginning any such restoration or executing any contracts in connection with the restoration, Tenant shall submit construction plans for the restoration to Landlord for its written approval. Landlord's approval shall not be unreasonably withheld, conditioned, or delayed. If Landlord fails to inform Tenant in writing of its approval or disapproval within thirty (30) days after Tenant's submission, then Landlord's approval shall be deemed to have been given and Tenant may proceed with such restoration. Once commenced, such restoration shall be diligently prosecuted and completed and Tenant shall commence operation of the concrete plant within one hundred eighty (180) days following the damage or destruction. Landlord shall have no liability to Tenant, and Tenant shall not be entitled to terminate this Lease by virtue of any delays in completion of repairs and restoration.

10.4 Insurance Proceeds. All insurance proceeds payable as a result of any damage or destruction that are to be used by Tenant for such repairs and restoration shall be payable to Tenant and used by Tenant to the extent necessary for payment of the cost of repairs and restoration required hereby. Any unused proceeds may be retained by Tenant.

10.5 Waivers. Tenant hereby waives any rights now or hereafter conferred upon it by statute or other law to surrender this Lease or to quit or surrender the Demised Premises or any part thereof, or to receive any suspension, diminution, abatement, or reduction in Annual Rent or other sums and changes payable by Tenant hereunder on account of any such destruction or damage other than as expressly provided in this Article.

ARTICLE 11 EMINENT DOMAIN

11.1 Total Taking. If the whole or substantially all of the Demised Premises shall be taken for a public or quasi-public use by the exercise of the power of eminent domain or by purchase under threat of condemnation by any governmental agency, this Lease shall terminate

in its entirety on the date the condemning authority actually consummates such taking of the Demised Premises, and the Annual Rent required to be paid by Tenant hereunder shall be appropriately prorated and paid to such date of taking or reduced as provided hereinbelow. In the event of any such total taking, Tenant shall be entitled to just compensation for its leasehold interest in the Demised Premises only in the event Landlord is the condemning authority, otherwise Tenant shall be entitled to share in the award of just compensation only to the extent of its interest in any Trade Fixtures actually condemned. In the event Tenant's Trade Fixtures are not subject to the condemnation, Tenant, at Tenant's sole election, shall be entitled to remove its Trade Fixtures from the Demised Premises and to assert any claim permitted by law for relocation assistance or other monetary damages resulting from such taking. In the event Tenant's Trade Fixtures are subject to the condemnation, Tenant, shall be entitled to assert any claim permitted by law for monetary damages resulting from the taking of Tenant's Trade Fixtures.

11.2 Partial Taking. If less than substantially all of the Demised Premises shall be taken for any public or quasi-public use under the power of eminent domain or by purchase under threat of condemnation by any government agency, or if any appurtenances of the Demised Premises or any areas outside the boundaries of the Demised Premises or rights in, under, or above the streets adjoining the Demised Premises or the rights and benefits of access from or to such streets, shall be so taken, in any such case in a manner that the remaining portion of the Demised Premises can be adapted and economically operated for the purposes and in substantially the same manner as it was operated prior thereto in Tenant's good faith business judgment, Tenant shall give prompt notice thereof to Landlord, and this Lease shall continue in full force and effect. Otherwise, Tenant may terminate the Lease anytime within sixty (60) days of such partial taking if Tenant determines in its reasonable business judgment that it is not feasible or practical to continue business operations as a result of the taking of a portion of the Demised Premises. In any event of a partial taking, Tenant shall be entitled to share in the award of just compensation only to the extent of its interest in the Trade Fixture, but then only to the extent they are actually condemned. Notwithstanding the foregoing, if Landlord is the condemning authority, Tenant shall be entitled to just compensation for its interest condemned in the Demised Premises in accordance with applicable law.

11.3 Temporary Taking. In the event of a temporary taking that results in a taking of all or any portion of the Demised Premises, then Tenant shall be entitled to the entire award to the extent that the award relates to a period within the term of this Lease. There shall be no reduction in the Annual Rent payable hereunder.

11.4 Date of Taking. For the purpose of this Article 11, the date of Taking shall be the date on which title vests in the condemnor. Any Rent owed by Tenant under this Lease shall be paid to the date of Tenant's physically vacating the Demised Premises or a portion thereof. Tenant shall, in all other respects, keep, observe, and perform all the terms of this Lease up to the date of Tenant's physically vacating the Demised Premises or portion thereof.

ARTICLE 12 ENTRY BY LANDLORD

Landlord and its authorized representatives shall have the right to enter the Demised Premises at all reasonable times during normal business hours to inspect for compliance with this Lease, provided Landlord gives reasonable advance written notice received by Tenant at least twenty-four (24) hours prior to the date and time of such inspection, except in emergencies. Tenant may require that Landlord be accompanied on its inspection by Tenant's representative. Any inspection by Landlord and its authorized representatives shall be at the sole cost, risk, and expense of Landlord and shall be conducted in such a manner as not to interfere with Tenant's business operations on the Demised Premises. Nothing contained herein shall be construed to limit the District of Columbia's entry onto the Demised Premises in exercise of its police powers.

ARTICLE 13

DEFAULT



13.1 Events of Default. A breach of this Lease by Tenant shall exist if any of the following events (individually an "Event of Default" and collectively "Events of Default") shall occur:

(a) Tenant shall have failed to pay Annual Rent within five (5) days of when due and such failure shall not have been cured within five (5) days after receipt of written notice from Landlord respecting such overdue payment; or

(b) Tenant shall have failed to pay any other charge, Imposition, or any obligation of Tenant requiring the payment of money under the terms of this Lease (other than the payment of Annual Rent) within fifteen (15) days of the date when due and such failure shall not have been cured within fifteen (15) days after receipt of written notice from Landlord respecting such overdue payment; or

(c) Tenant shall have allowed any mechanics', materialmen's, or other lien to attach to the Demised Premises or Landlord's interest therein and Tenant shall have failed to cure the same within fifteen (15) days after written notice from Landlord; or

(d) Tenant shall have failed to perform any term, covenant, or condition of this Lease to be performed by Tenant, except those requiring the payment of money, and Tenant shall have failed to cure the same within thirty (30) days after written notice from Landlord, delivered in accordance with the provisions of this Lease, where such failure could reasonably be cured within said thirty (30) day period; provided, however, that where such failure could not reasonably be cured within said thirty (30) day period, that Tenant shall not be in default unless it has failed to promptly commence and thereafter be continuing to make diligent and reasonable efforts to cure such failure as soon as practicable and in no event later than one hundred eighty (180) days (subject to extension based on the occurrence of a Force Majeure Event as provided in Section 15.4); or

(e) Tenant's operation of a concrete plant on the Demised Premises shall cease for a period of time greater than three (3) months; or

(f) The subjection of any right or interest of Tenant under this Lease to attachment, execution, or other levy or to seizure under legal process, if not released or appropriately bonded within ninety (90) days after receipt of written notice by Landlord; or

(g) The appointment of a receiver to take possession of the Demised Premises, Improvements, Tenant's Estate, or Tenant's operations for any reason if not discharged within ninety (90) days of such appointment, including but not limited to, assignment for the benefit of creditors or voluntary or involuntary bankruptcy proceedings; or

(h) An assignment by Tenant for the benefit of creditors or the filing of a voluntary or involuntary petition by or against Tenant under any law for the purpose of adjudicating Tenant as bankrupt; or for extending time for payment, adjustment, or satisfaction of Tenant's liabilities to creditors generally; or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency; unless the assignment or proceeding, and all consequent orders, adjudications, custodies, and supervisions are dismissed, vacated, or otherwise permanently stayed or terminated within ninety (90) days after the assignment, filing, or other initial event.

13.2 Landlord's Remedies. If any Event of Default by Tenant shall continue uncured, following notice of default as required by this Lease, for the period applicable to the default under the applicable provision of this Lease, Landlord shall have the following remedies in addition to all other rights and remedies provided by law or equity, to which Landlord may resort cumulatively or in the alternative:

(a) Termination. Landlord may, at its election, terminate this Lease by giving Tenant written notice of termination. On the giving of the notice, all of Tenant's rights in the Demised Premises shall terminate. Promptly after notice of termination, Tenant shall surrender and vacate the Demised Premises and Landlord shall have the right to re-enter the Demised Premises. Termination shall not relieve Tenant from any claim for damages previously accrued or then accruing against Tenant, including accelerated rent as provided herein, or from the payment of any sums then due to Landlord hereunder, plus interest thereon from the date due at the lesser of (i) one percent (1%) per month, compounded monthly, or (ii) the highest rate of interest lawfully allowed to be charged.

(b) Damages. Should this Lease be terminated by Landlord pursuant to any provision hereof, Landlord shall be entitled to damages equal to all amounts that would have fallen due as Rent and Impositions between the time of termination of this Lease and the time of the claim, judgment, or other award, plus interest on the balance. Landlord shall not be required to relet or attempt to relet the Demised Premises upon termination.

(c) Acceleration of Annual Rent. Upon ten (10) days' prior written notice to Tenant, Landlord shall be entitled to terminate this Lease and accelerate the Annual Rent due for the portion of the term remaining under this Lease. Upon acceleration, Tenant shall pay to Landlord the amount of the Annual Rent due for the remainder of the Term, discounted to the date payable at the then-current yield of actively traded U.S. Treasury bonds with ten (10)-year maturities, as published in the Federal Reserve Statistical Release for the week prior to the

mailing of the notice required herein. Landlord shall not be required to relet or attempt to relet the Demised Premises upon termination.

13.3 Cumulative Remedies. The remedies given to Landlord herein shall not be exclusive but shall be cumulative with and in addition to all remedies now or hereafter allowed by law and equity and elsewhere provided in this Lease.

13.4 Tenant's Remedies. In the event Landlord shall neglect or fail to perform or observe any of the covenants, provisions, or conditions contained in this Lease on its part to be performed or observed within thirty (30) days after written notice of default from Tenant (or if more than thirty (30) days shall be required because of the nature of the default, Landlord fails to complete such cure as soon as practicable or, in any event, within one hundred eighty (180) days after written notice of default), if Landlord shall fail to proceed diligently to cure such default after written notice thereof, then Landlord shall be liable to Tenant for actual damages sustained by Tenant as a result of Landlord's breach.

13.5 Waiver of Breach. No waiver by a party of any default by the other shall constitute a waiver of any other breach or default by the other, whether of the same or any other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other any contractual right by custom, estoppel, or otherwise. The subsequent acceptance of Rent pursuant to this Lease shall not constitute a waiver of any preceding default by Tenant other than default in the payment of the particular rental payment so accepted, regardless of Landlord's knowledge of the preceding breach at the time of accepting the rent, nor shall acceptance of Rent or any other payment after termination constitute a reinstatement, extension, or renewal of this Lease or revocation of any notice or other act by Landlord.

13.6 Landlord's Waiver of Distraint. Landlord hereby waives any lien, claim, or other right it now has or may have with respect to fixtures, furniture, furnishings, and equipment either: (a) owned by Tenant or any other person or entity and financed subject to a lien of a third party or (b) owned by third parties and leased to Tenant or any other person or entity.

ARTICLE 14 SURRENDER OF THE DEMISED PREMISES

14.1 Surrender. On the Lease Expiration Date or earlier termination of this Lease pursuant to the provisions hereof, Tenant shall quit and surrender the Demised Premises to Landlord without delay, and in good order, condition, and repair, ordinary wear and tear (and damage and destruction or condemnation if this Lease is terminated pursuant to either Article 10 or Article 11) excepted. If Tenant has commenced demolition of existing improvements, Tenant shall complete demolition in accordance with its raze permit and shall level the site and leave it in a safe condition and if Tenant has commenced construction of any new improvements, Tenant shall either complete such improvements to a cold, dark shell condition or shall raze and level the site in either case leaving the site in a safe condition. The obligations in the preceding sentence shall continue after expiration or earlier termination of this Lease. Such surrender of the Demised Premises shall be accomplished without the necessity for any payment therefor by

Landlord. Tenant expressly waives any right it has to a written notice to quit under the laws of the District of Columbia.

14.2 Removal of Personal Property and Trade Fixtures. Upon the expiration or earlier termination of this Lease, Tenant shall remove any personal property or Trade Fixtures brought onto the Demised Premises within sixty (60) days. In the event the removal of any personal property or Trade Fixtures injures the Improvements or necessitate changes in or repairs to the Improvements, Tenant shall repair or restore the Improvements to their condition immediately preceding the removal, or pay or cause to be paid to Landlord the cost of repair or restoration necessitated by such removal. Any Trade Fixtures or other personal property remaining on the Demised Premises after Tenant surrenders the Demised Premises to Landlord shall be deemed to be abandoned and the title to which shall automatically vest in Landlord.

14.3 Survival. This Article 14 shall survive the termination or expiration of this Lease.

ARTICLE 15 GENERAL PROVISIONS

15.1 Captions. The captions used in this Lease are for the purpose of convenience only and shall not be construed to limit or extend the meaning of any part of this Lease.

15.2 Counterparts. Any executed copy of this Lease shall be deemed an original for all purposes. This Lease may be executed in one or more counterparts, each of which shall be an original, and all of which shall constitute a single instrument.

15.3 Recording. This Lease shall not be recorded in the land records of the District of Columbia.

15.4 Time of the Essence. Time is of the essence for the performance of each covenant and term of this Lease. Notwithstanding the foregoing, any non-monetary obligation of Tenant or Landlord that cannot be satisfied due to war, strikes, acts of God, or other events which are beyond the reasonable control of Tenant or Landlord, as the case may be (each, a "Force Majeure Event"), shall be excused until the cessation of such Force Majeure Event. In addition, Tenant's Rent obligations hereunder, and all dates for the performance of any of Tenant's other obligations hereunder, shall be automatically extended on a day-to-day basis in the event of any act of Landlord in violation of this Lease which actually delays Tenant's performance, as hereinabove set forth in this Lease, provided that (a) Tenant has previously notified Landlord of such fact in writing and Landlord has not cured the cause of delay within three (3) days of the receipt of said notice and (b) in no event shall any Force Majeure Event excuse any obligation longer than a twenty-four (24)-month period from the occurrence of such Force Majeure Event.

15.5 Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Lease, but this Lease shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

15.6 Notices. Any notice, approval, demand, or other communication required or desired to be given pursuant to this Lease shall be in writing and shall be personally served (including by means of professional messenger service or air express service using receipts) or in lieu of personal service, deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, and unless sooner received, each notice shall be deemed received seventy-two (72) hours after the same shall have been so deposited in the United States mail addressed as set forth below:

If to Landlord:

Department of Real Estate Services
2000 14th Street, NW, 8th Floor
Washington DC 20009
Attention: Chief Property Management Officer



with a copy to:

Office of the Attorney General for the District of Columbia
1100 15th Street, NW, 8th Floor
Washington, DC 20005
Attn: Deputy of the Commercial Division

If to Tenant:

Chaney Enterprises Limited Partnership
12480 Mattawoman Drive
P.O. Box 548
Waldorf, Maryland 20604
Attention: William F. Childs, IV

with a copy to:

Richard R. Page Wyrrough, Esq.
Chaney Brothers, Inc.
P.O. Box 548
12480 Mattawoman Drive
Waldorf, Maryland 20604

Either Landlord or Tenant may change its respective address by giving written notice to the other in accordance with the provisions of this Section.

15.7 Quiet Enjoyment. Landlord covenants that at all times during the term of this Lease, so long as Tenant is not in default hereunder beyond applicable cure periods under the terms hereof, Tenant shall be entitled to quietly hold, occupy and enjoy the Demised Premises,

and all rights relating thereto, during the Term, without hindrance, ejection or molestation by Landlord, nor by any party claiming by, through or under Landlord.

15.8 Interpretation; Venue. This Lease shall be construed and enforced in accordance with the laws of the District of Columbia. In accordance with D.C. Official Code § 10-1014 (2007 Supp.), the parties hereto accept the jurisdiction of the Superior Court of the District of Columbia as the court of competent jurisdiction to resolve matters under this Lease.

15.9 Indemnification. Tenant will save, hold harmless, and indemnify Landlord, its officers, employees, and agents, against any and all claims, liabilities, losses, demands, damages, penalties, costs, charges, and expenses (including reasonable expert and/or attorneys' fees) imposed upon or incurred by or asserted against Landlord to the extent the same is caused by the negligent actions, errors, or omissions of Tenant, its employees, agents, contractors, and/or subcontractors at or on the Demised Premises or arising from or in connection with Tenant's use of the Demised Premises under this Lease. In any action or proceeding brought against Landlord, its officers, employees, or agents by reason of the foregoing, Tenant, upon notice from Landlord, will defend the claim at Tenant's expense with counsel selected by Landlord. Tenant shall require its contractors and subcontractors to provide the foregoing indemnification. Notwithstanding the foregoing Tenant shall not be responsible for or require to defend, protect or hold harmless Landlord from or against any claims, liabilities, penalties, fines, judgments, forfeitures, losses, costs, and expenses (including reasonable attorneys', consultants', and expert fees) arising from, related to, or in connection with the death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, to matters arising prior to the Effective Date, except and to the extent that any such matters arise from Tenant's, its employee's, or agent's negligence or willful misconduct. 

This indemnification is given in addition to the environmental indemnification in Article 8, and along with that environmental indemnification, shall survive the expiration or termination of this Lease.

15.10 Legal Fees. Except as otherwise provided in Section 8.3, neither party shall be entitled to an award of attorneys' fees or costs if a debt collector or attorney is employed or directed to collect or enforce the monetary or other obligations of this Lease or in any action brought to enforce the terms of this Lease.

15.11 Waiver of Jury Trial. **THE PARTIES HERETO EXPRESSLY WAIVE THE RIGHT TO A JURY TRIAL AND AGREE ANY DISPUTES HEREUNDER THAT RESULT IN THE FILING OF AN ACTION IN ANY DISTRICT OF COLUMBIA SUPERIOR COURT SHALL BE RESOLVED BY A BENCH TRIAL.**

15.12 No Broker. The parties hereto represent to each other that neither of them has employed any broker in carrying on the negotiations relating to this Lease.

15.13 Assignment and Subletting.

(a) Assignment. Tenant may not assign this Lease without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed as long as (i) the business activities of the Proposed assignee are permitted pursuant to Section 5.2 hereof, (ii) the proposed assignee obtains all required permits and approvals, including any special exception under the Zoning Regulations of the District of Columbia, (iii) the proposed assignee shall execute a counterpart of this Lease, (iv) the District reasonably determines that the proposed assignee is creditworthy and of good reputation, and (v) Tenant can demonstrate to the reasonable satisfaction of Landlord that the proposed assignment would foster or maintain competition in concrete businesses in the District of Columbia. In the event of any approved assignment of this Lease, Tenant shall be fully discharged and released from all obligations hereunder arising after the effective date of such assignment and the assignee shall thereafter become the "tenant" hereunder.

(b) Subletting. Tenant may not sublet all or any portion of the Demised Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed so long as (i) the business activities of the proposed assignee or subtenant are limited to the activities permitted pursuant to Section 5.2 hereof, (ii) the proposed assignee obtains all required permits and approvals, including any special exception under the Zoning Regulations of the District of Columbia, if required, (iii) any sublease automatically ceases and terminates upon termination of this Lease, (iv) Tenant remains primarily liable under this Lease; and (v) Tenant can demonstrate to the reasonable satisfaction of Landlord that the proposed assignment would foster or maintain competition in concrete businesses in the District of Columbia.

15.14 Authority of Parties.

(a) Authority of Landlord. By executing this Lease, Landlord represents to Tenant that: (i) it is authorized to enter into, execute and deliver this Lease and perform the obligations hereunder; (ii) this Lease is effective and enforceable against Landlord in accordance with its terms; (iii) the person signing on Landlord's behalf is duly authorized to execute this Lease; and (iv) no other signatures or approvals are necessary in order to make all of the representations of Landlord contained in this paragraph true and correct.

(b) Tenant's Representations. By executing this Lease, Tenant represents to Landlord that: (i) it is authorized to enter into, execute and deliver this Lease and perform its obligations hereunder; (ii) this Lease is effective and enforceable against Tenant in accordance with its terms; (iii) the person signing on behalf of Tenant is duly authorized to execute this Lease; and (iv) no other signatures or approvals are necessary in order to make all of the representations of Tenant contained in this paragraph true and correct. Tenant represents, if it is a business organization, that it is in good standing in its place of organization and will remain so for so long as it is Tenant hereunder and that, if it is a foreign corporation or entity, it has, and will remain so for so long as it is Tenant hereunder, qualified to do business in the District of Columbia. Failure of Tenant to remain in good standing shall, after the giving of any notice and the expiration of any cure period provided herein, be considered to be default and Landlord may exercise any remedies as provided in Article 13 of the Lease. Tenant further represents that it has received no written notice of default or deficiency with respect to any other obligation to

Landlord, whether or not arising under this Lease. Neither Tenant, nor any of its officers, directors, principals, or stockholders is a defendant in any pending action instituted by Landlord.

15.15 Calculation of Days. The term "days" shall mean calendar days and shall include Saturday, Sunday, or legal United States or District of Columbia holidays, unless otherwise specified.

15.16 Relationship of the Parties; Third Party Beneficiaries. Nothing herein contained shall be deemed or construed by the parties or by any third party as creating the relationship of principal and agent, partnership, joint venture, or any association between the parties hereto other than the relationship of landlord and tenant. This Lease is made for the benefit of the parties hereto and not for the benefit of any third party.

15.17 Integration. This Lease and the Exhibits attached hereto, constitute the entire agreement between the parties, and there are no agreements or representations between the parties except as expressed herein. All prior negotiations and agreements between Landlord and Tenant with respect to the subject matter hereof are superseded by this Lease. Except as otherwise provided herein, no subsequent change or addition to this Lease shall be binding unless in writing and signed by the parties hereto.

15.18 Anti-Deficiency Provision. Though no financial obligations on the part of Landlord are anticipated hereunder, Landlord and Tenant acknowledge and agree that Landlord is not authorized to make any financial obligation except in accordance with the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, and 1351; (ii) the D.C. Official Code Section 47-105; (iii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01 - 355.08, as the foregoing statutes may be amended from time to time; and (iv) Section 446 of the District of Columbia Home Rule Act, regardless of whether a particular obligation has been expressly so conditioned.

15.19 Estoppel Certificate from Tenant. Upon thirty (30) days' prior written notice by Landlord from time to time, Tenant shall execute, acknowledge, and deliver to Landlord or to any person designated by Landlord a statement in writing certifying: (1) whether this Lease has been modified (and, if there have been modifications, identifying the same by the date thereof and specifying the nature thereof); (2) whether to Tenant's knowledge, any default by Landlord exists hereunder; (3) whether Tenant has any specific knowledge of any claims, defenses, or offsets against Landlord hereunder; (4) the dates to which the Annual Rent and other amounts payable by Tenant hereunder have been paid; (5) that this Lease is in full force and effect, and (6) whether, to Tenant's knowledge, there are any conditions existing that, with the passage of time or the giving of notice or both, would constitute a default by Landlord.

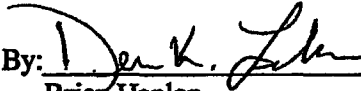
15.20 Estoppel Certificate from Landlord. Upon thirty (30) days' prior written notice by Tenant from time to time, Landlord shall execute, acknowledge, and deliver to Tenant or to any person designated by Tenant a statement in writing certifying: (1) whether this Lease has been modified (and, if there have been modifications, identifying the same by the date thereof and specifying the nature thereof); (2) whether to Landlord's knowledge, any default by Tenant exists hereunder; (3) whether Landlord has any specific knowledge of any claims, defenses, or

offsets against Tenant hereunder; (4) the dates to which the Annual Rent and other amounts payable by Tenant hereunder have been paid; (5) that this Lease is in full force and effect; and (6) whether, to Landlord's knowledge, there are any conditions existing that, with the passage of time or the giving of notice or both, would constitute a default by Tenant.

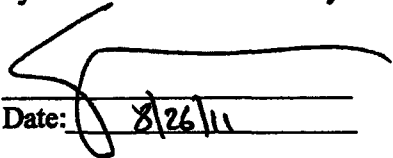
15.21 Gender; Number. Words of any gender used in this Lease shall be held to include any other gender; words in the singular number shall be held to include the plural; and words in the plural shall be held to include the singular; all when the sense requires.

IN WITNESS WHEREOF, the parties hereto on this 23rd day of September, 2011, caused these presents to be signed by their authorized representatives and by their signatures acknowledge that this agreement is valid, binding and enforceable against the parties.

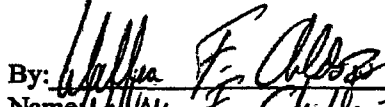
DISTRICT OF COLUMBIA,
a Municipal Corporation

By:  for
Brian Hanlon
Interim Chief Property Management Officer

Approved as to Legal Sufficiency
by the Office of the Attorney General:


Date: 8/26/11

Chaney Enterprises Limited Partnership,
a Maryland limited partnership

By: 
Name: William F. Childs II
Title: President and CEO

Witness:

By: _____
Name: _____

EXHIBIT A
Demised Premises

Up



VICINITY MAP
SCALE: 1"=200'

Copyright ADC The Map People Permitted Use Number 21001200

LEASEE

OWNEY ENTERPRISES
P.O. BOX #48
WALDORF, MARYLAND 20684
PHONE: 201.532.3912
CONTACT NAME: PAGE WYNDOUGH, ESQ.



Loiederman Soltesz Associates, Inc.
401 Post Office Road, Suite 103
Waldorf, MD 20602
301.870.2166 FAX 301.870.2884

LEASE EXHIBIT A
3 DC VILLAGE LANE, SW
LEASE AREA SHOWN ON EXISTING CONDITIONS
SQUARE 6264, LOT 0801
WASHINGTON, DC.

0930-29-00

SCALE
1" = 100'

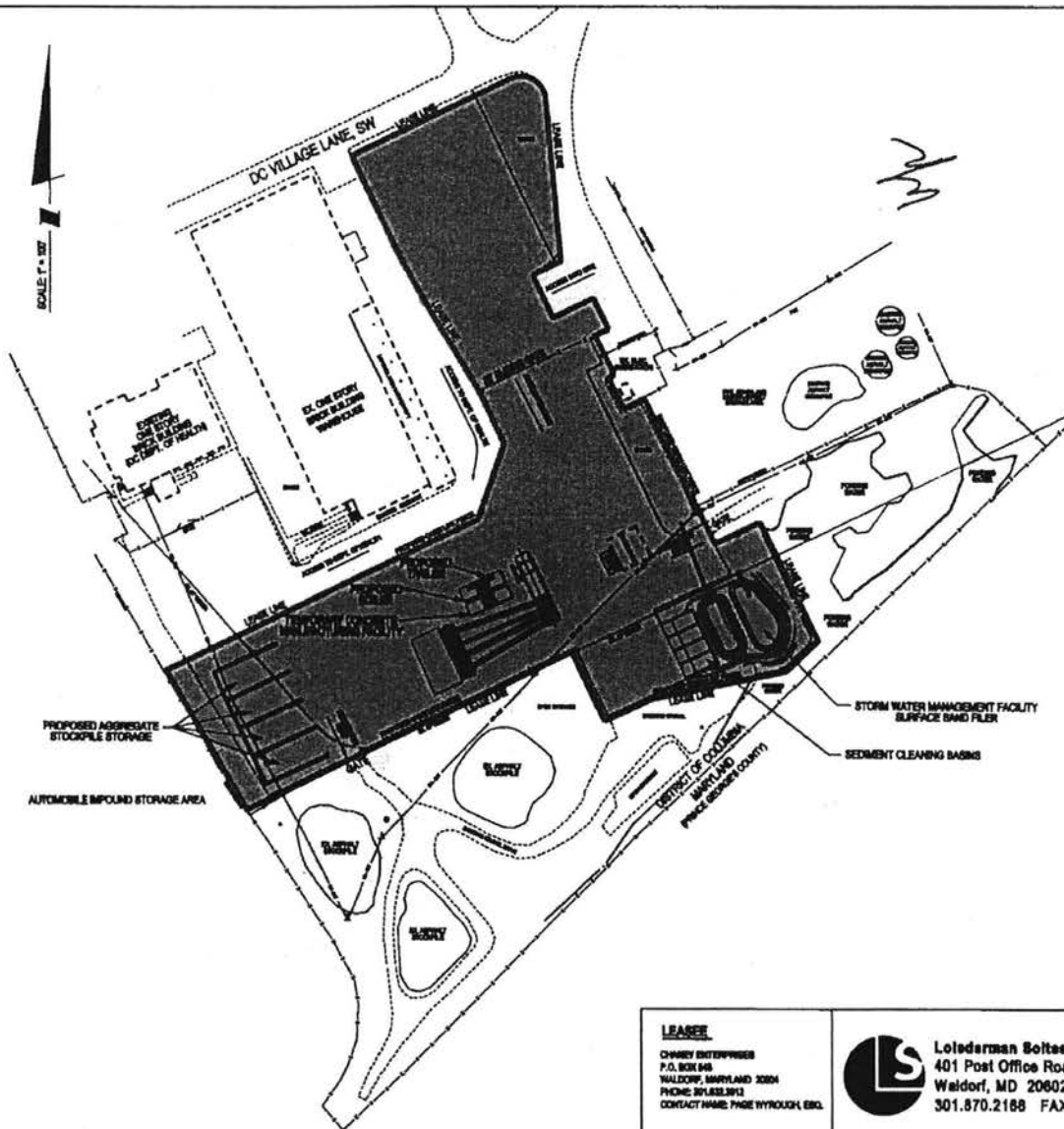
DATE **AUGUST 25, 2011**

EXHIBIT B

District Right of Access over and through Demised Premises

A handwritten signature or set of initials, possibly 'WJ', in black ink.

The original of this planning document was prepared by Lelandman Soltesz Associates, Inc. (LSA). If this document was not obtained directly from LSA and/or it was transmitted electronically, LSA cannot guarantee that unauthorized changes and/or alterations were not made by others. If verification of the information contained herein is required, contact should be made directly with LSA. LSA makes no representation, express or implied, concerning the accuracy of any information that has been transmitted by electronic means.



VICINITY MAP
SCALE: 1"=2000'
Copyright ADC The Map People Permitted Use Number 21001200

LEASER
CHERRY ENTERPRISES
P.O. BOX 848
WALDORF, MARYLAND 20604
PHONE: 301.870.2188
CONTACT NAME: PHILIP WYBROCK, EIR



Lelandman Soltesz Associates, Inc.
401 Post Office Road, Suite 103
Waldorf, MD 20602
301.870.2188 FAX: 301.870.2884

LEASE EXHIBIT B
3 DC VILLAGE LANE, SW
LEASE AREA SHOWN WITH PROPOSED IMPROVEMENTS
SQUARE 8284, LOT 0801
WASHINGTON, DC.

DATE: 0830-29-00 SCALE: 1"=100' DATE: AUGUST 26, 2011

EXHIBIT C

Phase 1 Report

Wk