

June 8, 2005

Mark Knebel
Clemens Construction
1714 14th Street, NW
Rear Unit
Washington, DC 20009

**RE: Babe's Billiards' Site
4600 Brandywine Avenue, NW, Washington, DC ("Property")**

Dear Mr. Knebel:

This letter constitutes an Exclusive Representation Agreement ("Agreement") between Clemens Construction ("Contract Purchaser"), and Cushman & Wakefield of Washington, DC ("C&W") for obtaining debt and equity financing ("Financing") on behalf of Contract Purchaser, to be secured by the Property referenced above.

A. Term

Contract Purchaser and C&W agree that C&W shall have the exclusive right to present the Property to Financing sources for a period commencing upon Agreement execution and ending no later than 90 days thereafter ("Term"). If, at the expiration of the Term, negotiations or discussions with any funding source procured during the Term of the Agreement, are proceeding (or, if negotiations with a funding source procured by C&W during the Term commence within 30 days) toward the issuance or execution of a commitment or closing, Contract Purchaser agrees to extend the Term of this agreement for a reasonable period of time sufficient to complete the transaction as contemplated.

B. Fee

As consideration for C&W, through the efforts of David Webb and Andrew McAllister, exercising reasonable efforts to originate, negotiate, and close the requested Financing transaction, Contract Purchaser hereby agrees to pay C&W a fee ("Fee"), for any Financing procured during the Term, which shall be earned and payable to C&W upon the closing of the Financing transaction, and based upon the committed amount of funding. The Fee to be paid shall be:

1. **Senior Debt** – C&W will be earn a fee equal to 0.75% (three quarters of one percent) of the total amount of any 1st trust financing provided. For United Bank, SunTrust Bank and Chevy Chase this fee will be reduced 0.375% (three eighths of one percent);
2. **Mezzanine or Equity** – 2.00% (two percent) of the total amount of any equity or mezzanine debt financing procured during the Term of this Agreement (mezzanine debt shall be defined as (a) debt specified as such by the lender, or (b) recourse loan proceeds exceeding 85% of project costs, or non-recourse loan proceeds exceeding 75% of project cost). For Caprium, this fee will be reduced to 1.00% (one percent). This fee will not be applied to the Contract Purchaser originated private equity (excluding Caprium) up to \$1.5 million ; and

Mr. Mark Kenbel
Clemens Construction
June 8, 2005
Page Two of Two

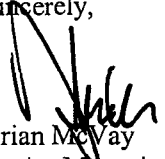
3. **Future Funding** - In the event C&W is owed a fee for Financing pursuant to this Agreement with respect to Financing provided by a lender previously not having closed a loan with Contract Purchaser, and the Financing source(s) provides financing for other Contract Purchaser affiliated projects (provided such future financing is procured within two years of the closing of the Financing for the Property), C&W shall be paid an additional fee, equal to the Fee described in Paragraph 1 and 2 above, for any such other financing provided by the same funding source(s). The following groups are excluded United Bank, SunTrust Bank, Chevy Chase and the private equity source originated by Contract Purchase that is providing up to \$1.5 million of funds.

C. Other Terms

C&W, at its own expenses, will have the option to erect a sign advertising C&W's services. The Contract Purchaser may accept or reject any funding proposal in its sole, exclusive discretion without any liability. For purposes of this Agreement the term, "Contract Purchaser" includes affiliates, subsidiaries, and nominees, successors and assigns. In the event either party shall commence litigation against the other party to enforce its rights under this Agreement, the party prevailing in such litigation shall be entitled to recover its costs and expenses (including reasonable attorney's fees) thereby incurred, regardless of whether a lawsuit is actually filed.

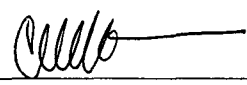
To confirm your understanding and acceptance of the terms and conditions herein, please sign the enclosed originals and return one (1) original copy of this letter agreement to me. Should you have any questions regarding any of the terms that are contained herein, or if there are additional items that have not been addressed, please feel free to contact either David Webb, Andrew McAllister or me, at your convenience, at (202) 467-0600. We are delighted to be working with you in obtaining financing for the Property.

Sincerely,



Brian McVay
Senior Managing Director
Cushman & Wakefield of Washington, DC, Inc.

AGREED AND ACCEPTED:

By: 
Name: CLEMENS KNEBEL
Title: OWNER
Company: CLEMENS CONSTRUCTION
Date: 6.9.05

EXCLUSIVE LISTING AGREEMENT - SALE OR LEASE TRANSACTION

The undersigned Owner hereby appoints Cushman & Wakefield of Washington, D.C., Inc. ("C&W") as its sole agent and grants to C&W the exclusive right to sell or lease the real property located at 4600 Wisconsin Avenue, Washington, District of Columbia (the "Property").

1. **TERM:** The term of this Agreement begins on March 1, 2007 and will end at midnight on February 28, 2009. It is understood that the term of this Agreement and C&W's authority to sell the Property shall survive a lease of all or any portion of the Property.

2. **C&W'S SERVICES:** C&W will enlist the best efforts of its firm to secure a satisfactory purchaser(s) and/or tenant(s) for the Property, and if C&W deems it necessary, C&W will also solicit the cooperation of other licensed real estate brokers. C&W will negotiate the terms of any sale or lease on behalf of Owner and in Owner's interest.

3. **OWNER REFERRALS:** Owner will refer to C&W all inquiries and offerings received by Owner regarding the Property, and all negotiations will be conducted solely by C&W or under C&W's direction, subject to Owner's review and final approval.

4. **ADVERTISING:** Owner authorizes C&W to advertise and to place signage on the Property. C&W, at its expense, will provide its standard signage and broker mailer. All materials shall be approved by the Owner prior to distribution or circulation. Any additional advertising and promotion will be done at Owner's expense pursuant to a program and budget agreed upon by Owner and C&W and will identify C&W as exclusive agent for the Property.

5. **COMMISSION:** If, during the term hereof, Owner sells or leases any interest in the Property, Owner will pay to C&W a commission in accordance with the applicable attached Schedule of Commissions (except as provided in paragraph 6 below). Within 15 days after the end of the term, C&W will provide to Owner a list of prospective purchasers or tenants to whom the Property was submitted (by C&W, Owner or any third party) during the term. If a prospective purchaser or tenant, appearing on said list, enters into a purchase contract, lease or option within 180 days after the end of the term, and the purchase thereafter closes or lease is executed, Owner will pay a commission to C&W as provided above. Owner agrees that such 180-day period will be extended for so long as negotiations with a prospective purchaser or tenant are continuing.

6. **SALE:** In the event Owner sells the Property after such lease, Broker shall remain Owners exclusive Broker with respect to such sale and shall receive an additional commission based on such sale. Such commission shall be pursuant to the Schedule attached hereto.

7. **OUTSIDE BROKERS:** If C&W recognizes an outside broker duly authorized to represent the purchaser or tenant in a transaction for which a commission is payable hereunder, C&W will request such broker to agree to accept, as its compensation, commission computed and payable in accordance with the applicable attached Schedule

8. **ALTERNATIVE TRANSACTION:** If a proposed transaction covered by this Agreement turns into any other transaction, including, but not limited to, a sale, exchange, option to purchase, right of first refusal, ground lease or lease, then C&W will automatically, without the necessity of any further acts by Owner or C&W or an amendment to this Agreement, be Owner's sole and exclusive agent for such transaction and will be entitled to a commission on such transaction under the terms of this Agreement.

9. **PROPERTY INFORMATION:** Owner represents that it has no knowledge of toxic, contaminated or hazardous substances, or defective conditions, at the Property except as Owner has informed C&W in writing. Owner authorizes C&W to transmit such information to prospective purchasers or tenants.

10. **OTHER CLIENTS:** Owner acknowledges that C&W may represent potential purchasers or tenants and consents to such dual representation.

11. **AUTHORITY:** Owner represents that it is the owner of the Property and/or has the full right, power and authority to execute this Agreement and to consummate a transaction as provided herein, and to perform Owner's obligations hereunder. The individuals signing this Agreement represent that they are authorized signatories.

12. **PROFESSIONAL ADVICE:** C&W recommends that Owner obtain legal, tax or other professional advice relating to this Agreement and the proposed sale or lease of the Property as well as the condition and/or legality of the Property, including, but not limited to, the Property's improvements, equipment, soil, tenancies, title, environmental aspects and compliance with the Americans with Disabilities Act. C&W will have no obligation to investigate any such

matters unless expressly otherwise agreed to in writing by Owner and C&W. Owner further agrees that in determining the financial soundness of any prospective purchaser or tenant, Owner will rely solely upon Owner's own investigation and evaluation, notwithstanding C&W's assistance in gathering any financial information.

13. PUBLICIZING: Owner hereby consents to C&W's publicizing its role in any transaction Owner enters into, subject to Owner's reasonable editorial approval of such publicity.

14. NON-DISCRIMINATION: It is unlawful for either Owner or C&W to discriminate against any persons because of their race, color, religion, national origin, sex, handicap or family status.

15. SURVIVAL: This Agreement is binding upon the parties hereto and their respective successors and assigns. The terms "Owner", "purchaser" and "tenant" include affiliates, successors, assigns and nominees.

16. ENTIRE AGREEMENT; FEES AND EXPENSES: This Agreement constitutes the entire agreement between Owner and C&W and supersedes all prior discussions. No modification of this Agreement will be effective unless made in writing and signed by both Owner and C&W. Owner acknowledges receipt of a copy of this Agreement and the Schedules of Commissions. If either party institutes legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and other costs so incurred. Any portion of a commission not paid to C&W when due will bear interest from the due date until paid at the legal rate of interest.

17. If the Owner secures construction financing to develop this parcel and retains ownership, this agreement shall be terminated without penalty at the time financing is secured and no fees shall be due to Cushman and Wakefield for their efforts associated with this agreement.

18. Should the Owner secure construction financing and elects to build out the property, the exclusive rights to lease and or sell that retail space shall be negotiated under separate Agreement. It would be the Owner's intent to retain Cushman and Wakefield for their representation, but a new Agreement would be drafted to accurately reflect the final version of the retail space associated with that specific design outlining the fee arrangements moving forward.

CLEMENS 4600 PARTNERS, LLC.

By: 

Name: Clemens M. Knebel

Title: Managing Partner

Address: 1714 14th Street, NW – Rear Unit
Washington, DC 20009

Date: March 1, 2007

CUSHMAN & WAKEFIELD OF WASHINGTON, D.C., INC.

By: 

Name: C. APRIL JACKSON

Title: ASSISTANT SECRETARY
& COUNSEL

Address: 1801 K Street N.W Suite 1100 – L
Washington DC 20006

Date: 3/5/07

CUSHMAN & WAKEFIELD OF WASHINGTON, D.C., INC. ("C&W")
SCHEDULE OF COMMISSION RATES AND CONDITIONS
ON LEASE AND OR SALE TRANSACTIONS IN THE WASHINGTON, D.C. AREA

LEASE

Three percent (3%) of the aggregate gross rental for the entire lease term (not to exceed 20 years) if no co-broker is involved. Four percent (4%) of the aggregate gross rental for the entire lease term (not to exceed 20 years) if a co-broker is involved and a portion of commission to be split with outside co-broker.

The commission shall be earned in full upon the execution and delivery of the lease between the Owner and the tenant and due and payable at the time of the commencement of the lease term or when the property is sold by the Owner, whichever occurs first.

If, within five years: (i) the term of a lease is renewed or extended whether pursuant to any option(s) or right(s) contained in the lease or not; or (ii) a tenant leases other or additional space(s) from Owner whether pursuant to any option(s) or right(s) contained in the lease or not, and provided no licensed real estate broker not affiliated with Owner or tenant is designated by tenant to Owner in writing as the tenant's duly authorized representative with respect to that particular renewal, extension, or expansion; then, and in any such event, Owner shall pay to C&W additional commission(s) based on the aggregate gross rental for the renewal or extension term(s) or for such other or additional space(s). Any such additional commissions shall be paid at the time of commencement of the renewal or extension term, or the commencement of the term of the lease of other or additional space. This applies only if this Owner retains ownership. This Agreement shall be limited to any and all transactions between Clemens 4600 Partners, LLC and C&W and is not assignable to future owners of the property.

SALE

Three percent (3%) of the sale price if no co-broker is involved, or C&W dual represents the Seller and the Purchaser. Four percent (4%) of the sale price if a co-broker is involved and a portion of the commission to be split with outside co-broker.

TIME OF PAYMENT

The commission shall be earned, due, and payable in full at the time of the closing or transfer of title to the property, except, in the case of an installment purchase contract, in which case, the commission shall be earned, due, and payable in full at the time of the execution and delivery of the installment purchase contract between the Owner and the purchaser.

COMPUTATION OF SALES PRICE

The commission shall be computed in accordance with the above rate(s) based upon the total sales price, which shall include any mortgages, loans or other obligations of the Owner which may be assumed by the purchaser or which the purchaser takes title "subject to", any purchase money loans or mortgages taken back by the Owner, the sales price of any fixtures or other personal property sold by separate agreement between the Owner and purchaser as part of the overall sale of the real property, and the current market value of any other real or personal property transferred from the purchaser to the Owner.

PURCHASE OPTION

If the Owner grants a purchase option, C&W will be paid a commission at the above rate(s) as and when amounts are payable for the option (and for extensions thereof). Upon closing of the sale, C&W will be paid a commission at the above rate(s) on the total sales price (excluding any amount paid for the option and applied to the sales price).

DEPOSIT

In the event title does not close and the deposit is retained by the Owner, the commission to be paid C&W shall be either one-half (1/2) of the amount of the deposit, or the regular commission computed as set forth above, whichever is less.