

COST SHARING AGREEMENT

This Cost Sharing Agreement (this "**Agreement**") is entered into as of September 26, 2008 (the "**Effective Date**") by among Central Station Land LLC, a California limited liability company ("**Central Station**"); HFH Central Station Village LLC, a California limited liability company ("**HFH CENTRAL STATION**"); BUILD West Oakland, LLC, a California limited liability company ("**BUILD WEST OAKLAND**"); PCL Associates, LLC, a Delaware limited liability company ("**PCL**"); 14th Street Associates, a California limited partnership ("**14th Street Associates**"), the Redevelopment Agency of the City of Oakland, a community redevelopment agency organized and existing under the California Community Redevelopment Law (the "**Agency**") and Pulte Home Corporation, a Michigan corporation ("**Pulte**") (Pulte, Central Station, HFH Central Station, BUILD West Oakland, PCL, and 14th Street Associates are each individually referred to as a "**Party**" and collectively, as the "**Parties**") in the following context:

A. The Parties separately own certain parcels of land, or have entered into agreements to purchase certain parcels of land, as more particularly described in the attached Exhibit A (each parcel owned by one Party is referred to as a "**Parcel**" and, solely for the purpose of discussing the overall site, collectively called the "**Parcels**"). The Parcels are located in an approximately twenty-eight (28) acre area in Oakland, California, known as the Wood Street Zoning District (the "**District**").

B. The City of Oakland (the "**City**") approved the District to allow development of the Parcels in accordance with Oakland Municipal Ordinances # 12673 and 12674 (together, the "**Ordinance**"), the Conditions of Approval (the "**Conditions**"), and a set of Vesting Tentative Parcel Maps, VTPM 8551, VTPM 8552, VTPM 8553, VTPM 8554, and VTPM 8555 (collectively, the "**Maps**") (collectively, the Ordinance, the Conditions and the Maps are referred to as the "**Approvals**").

C. The Approvals require, among other conditions, that the Parties complete certain infrastructure improvements described in the Approvals and located (1) in the 14th Street right-of-way between Wood Street and the I-880 frontage road in the City (the "**14th Street Right-of-Way**"), as more particularly depicted in the attached Exhibit B-1 (the "**14th Street Improvements**"); (2) in the 16th Street right-of-way between Wood Street and the I-880 frontage road in the City (the "**16th Street Right-of-Way**"), as more particularly depicted in the attached Exhibit B-2 (the "**16th Street Improvements**"); and (3) in the plaza located on the corner of 16th Street and Wood Street to the east of the train station in the City (the "**Plaza**"), as more particularly depicted in the attached Exhibit B-3 (the "**Plaza Improvements**"). The 14th Street Right-of-Way, the 16th Street Right-of-Way and the Plaza are each a separate "**Locale**" and subject to separate terms and conditions in this Agreement. Collectively, the 14th Street Improvements, the 16th Street Improvements and the Plaza Improvements are referred to as the "**Improvements**."

D. The Approvals (specifically items numbered 78, 80, and 81 of the Conditions) set forth certain requirements to determine which of the Parties (identified as "**Project Sponsors**") would be responsible for the construction of each of the

Improvements. In this Agreement, the Party determined to be responsible for the construction of the Improvements at a particular Locale pursuant to the Approvals shall be referred to as the "**Managing Party**" for that particular Locale.

E. Pursuant to the Approvals, Pulte was determined to be the Managing Party for the 14th Street Improvements and has completed construction of the 14th Street Improvements and has filed Notices of Completion for the 14th Street Improvements with the City. Collectively, the 16th Street Improvements and the Plaza Improvements shall be referred to as the "**Remaining Improvements.**"

F. Each Party is developing an independent development project on its respective Parcel. The Parties are entering into this Agreement solely to facilitate a collaborative process of designing, constructing and paying for the Improvements. The Parties intend this Agreement to memorialize procedures for sharing costs in this context.

G. The Agency purchased a parcel located on the block bounded by Wood Street, Frontage Road, 18th Street, and 20th Street (the "**Agency Parcel**") on March 27, 2008. The Agency intends to initiate a public Request for Proposals ("**RFP**") with respect to the Agency Parcel, and convey the Agency Parcel or some possessory interest in the Agency Parcel for affordable housing development to the development entity chosen through the RFP process (the "**Agency Parcel Purchaser**"). As a condition of such conveyance, the Agency intends to require the Agency Parcel Purchaser to take title to the Agency Parcel subject to the obligations of this Agreement and to enter into this Agreement as a Party. The Agency and the Parties further intend that all rights and obligations under this Agreement which relate to the Agency Parcel shall be covenants running with the Agency Parcel and shall be binding upon and inure to the benefit of the Agency Parcel Purchaser or any person or entity other than Agency who succeeds to the ownership of the Agency Parcel (Agency Parcel Purchaser or any other such owner being an "**Agency Parcel Owner**"). In anticipation of such conveyance, Agency has executed, acknowledged and delivered to the Parties a Memorandum and Agreement Concerning Cost Sharing Agreement in the form attached hereto as Exhibit H) (the "**Agency Parcel Memorandum**") Any person or entity acquiring the Agency Parcel shall become a "**Party**" for all purposes of this Agreement.

In this factual context and intending to be legally bound, the Parties and the Agency agree as follows:

SECTION 1. COST SHARING

1.1 Improvement Costs.

(a) **14th Street.** Pulte, as Managing Party for the 14th Street Improvements, has coordinated and directed the work necessary to complete the 14th Street Improvements in compliance with the Approvals. Pulte has paid invoices in a timely manner, and has diligently overseen and coordinated the design and construction

of the 14th Street Improvements in a good and workmanlike manner. In accordance with the terms of this Agreement, the Parties shall pay all costs related to the design and construction of the 14th Street Improvements as set forth on the detailed invoice attached as Exhibit C-1 (the "**14th Street Improvement Costs**").

(b) **16th Street.** Once the Managing Party for the 16th Street Improvements is determined pursuant to the Approvals, the Managing Party shall, in compliance with the Approvals, construct the 16th Street Improvements or coordinate and direct work necessary to complete the 16th Street Improvements, including but not limited to, entering into contracts with various professional designers and construction companies to design and construct the 16th Street Improvements. The Managing Party for the 16th Street Improvements shall be responsible for the day-to-day management of the design and construction of the 16th Street Improvements, shall pay invoices in a timely manner, and shall diligently oversee and coordinate the design and construction of the 16th Street Improvements in a good and workmanlike manner. Subject to and in accordance with the terms of this Agreement, the Parties shall pay all costs related to the design and construction of the 16th Street Improvements (the "**16th Street Improvement Costs**"). An estimate of the 16th Street Improvement Costs is set forth on Exhibit C-2 attached hereto (the "**16th Street Estimate**").

(c) **Plaza.** Once the Managing Party for the Plaza Improvements is determined pursuant to the Approvals, the Managing Party shall, in compliance with the Approvals, construct the Plaza Improvements or coordinate and direct work necessary to complete the Plaza Improvements, including but not limited to, entering into contracts with various professional designers and construction companies to design and construct the Plaza Improvements. The Managing Party for the Plaza Improvements shall be responsible for the day-to-day management of the design and construction of the Plaza Improvements, shall pay invoices in a timely manner, and shall diligently oversee and coordinate the design and construction of the Plaza Improvements in a good and workmanlike manner. Subject to and in accordance with the terms of this Agreement, the Parties shall pay all costs related to the design and construction of the Plaza Improvements (the "**Plaza Improvement Costs**"). An estimate of the Plaza Improvement Costs is set forth on Exhibit C-3 hereto (the "**Plaza Estimate**").

Collectively, the 14th Street Improvement Costs, the 16th Street Improvement Costs, and the Plaza Improvement Costs are referred to as the "**Improvement Costs.**" The 16th Street Estimate, and the Plaza Estimate are each an "**Estimate.**"

The parties acknowledge that the Improvements Costs for the 16th Street Improvements or the Plaza Improvements may exceed the Estimate for such Locale. The Parties agree to pay their respective Percentage Shares of the Improvements Costs for the 16th Street Improvements and the Plaza Improvements up to the Maximum Pre-Approved Cost for such Locale. The "**Maximum Pre-Approved Cost**" for the 16th Street Improvements is the 16th Street Improvement Estimate as increased by the Percentage Increase in the ENR CCI (defined below). The Maximum Pre-Approved Cost for the Plaza Improvements is the Plaza Improvement Estimate as increased by the percentage increase in the ENR CCI. The "**ENR CCI**" means the Construction Cost

Index for San Francisco, California published by the Engineering News Record. If the ENR CCI ceases to exist, the parties shall select a substitute index or permitted percentage increase. If the Parties are unable to agree on such substitute, the parties shall use the Consumer Price Index Oakland-San Francisco-San Jose, all urban consumers, all items. The "**Percentage Increase**" shall be measured from the April, 2008 ENR CCI to the most current ENR CCI as of the date which is one hundred eighty (180) days prior to commencement of the 16th Street Improvements or the Plaza Improvements, as applicable. The obligation of the Parties to pay Improvement Costs in excess of the Maximum Pre-Approved Cost for Improvements for either the 16th Street Improvements or the Plaza Improvements shall be subject to the procedures set forth below.

If the Managing Party determines that the Improvement Costs for the applicable Locale will exceed the Maximum Pre-Approved Cost for such Locale, Managing Party shall notify the other Parties in writing, which notice shall include the likely schedule and cost estimate based upon at least three bona fide bids for each major trade involved in the Improvements, (a "**Increased Improvements Cost Notice**"). The cost increase shall be discussed at the next scheduled Planning Meeting, or the Managing Party or any other Party may call an Emergency Planning Meeting or Meetings to address the Increased Improvements Cost Notice. Any Party who chooses to object to the Increased Improvements Costs (an "**Objecting Party**") must raise its objection at the Planning Meeting where the cost increase is discussed for approval. An Objecting Party may, but is not required to, notify the other Parties of its objection in writing prior to the Planning Meeting. If any Party objects to the costs set forth in the Increased Improvements Cost Notice, the parties shall confer in good faith to explore the reasons for the increase and the possibility of value engineering in order to reduce the Improvements Costs. If, after conferring with the other Parties and using commercially reasonable efforts to achieve a reduction in the Improvements Costs through value engineering or otherwise, Managing Party determines in good faith that the Improvements Costs cannot be reduced to the Maximum Pre-Approved Cost, the Managing Party shall so notify the other Parties, which notice shall set forth the projected Improvement Costs and the reasons for Managing Party's determination. If the projected Improvement Costs set forth in Managing Party's notice are not objected to by Parties holding more than 50% of the Percentage Shares of the Costs for the applicable Locale, then the Managing Party shall proceed to construct the applicable Improvements and each Party shall be obligated to pay its Percentage Share of the Improvement Costs set forth in such notice in accordance with the terms of this Agreement. If Parties holding more than 50% of the Percentage Share for the applicable Locale dispute the projected Improvement Costs set forth in Managing Party's notice, Managing Party may either submit such dispute to mediation pursuant to Section 7.2 (without the need for the meeting referred to in Section 7.1) or directly to arbitration pursuant to Section 7.3.

1.2 Allocation of Improvement Costs.

(a) **14th Street.** All 14th Street Improvement Costs shall be shared between the Parties as follows: BUILD West Oakland shall pay 27.63%, HFH Central

Station shall pay 50%, and Pulte shall pay 22.37% (each the Party's "**14th Street Percentage Share**").

(b) **16th Street.** All 16th Street Improvement Costs shall be shared between the Parties as follows: 14th Street Associates shall pay 1.13%, BUILD West Oakland shall pay 20.28%, HFH Central Station shall pay 57.94%, Central Station shall pay 9.24%, Agency Parcel Owner shall pay 6.26%, PCL shall pay 3.05%, and Pulte shall pay 2.10% (each the Party's "**16th Street Percentage Share**").

(c) **Plaza.** All Plaza Improvement Costs shall be shared between the Parties as follows: 14th Street shall pay 4.60%, BUILD West Oakland shall pay 18.06%, HFH Central Station shall pay 28.76%, Central Station shall pay 16.48%, Agency Parcel Owner shall pay 11.16%, PCL shall pay 12.41%, and Pulte shall pay 8.53% (each the Party's "**Plaza Percentage Share**").

Notwithstanding the foregoing, BUILD West Oakland shall be responsible for Pulte's obligation to pay any 16th Street Improvements Costs or Plaza Improvement Costs in excess of \$100,000.

The parties acknowledge and agree that the Percentage Shares assigned to BUILD as set forth above are entirely attributable to VTPM 8554 Parcel 3, and none of such costs are attributable to VTPM 8554 Parcels 1 or 2.

Each percentage set forth in this Section 1.2 shall be that Party's "**Percentage Share.**"

1.3 Payment Process.

(a) **14th Street.** Within two (2) business days of the Effective Date of this Agreement, each Party shall pay to Pulte by check or wire its 14th Street Percentage Share of the 14th Street Improvement Costs.

(b) 16th Street.

(i) Each Party shall pay its respective 16th Street Percentage Share of progress payments based on the percentage of work completed within thirty (30) days after billing from the Managing Party. Such billing shall be accompanied by invoices and other supporting information reasonably requested by the other parties, provided that the Managing Party shall not be required to provide a certificate of completion from an architect. The Managing Party shall not bill more frequently than once per month. Such payments may be made by electronic deposit directly into the 16th Street Account (as defined below in Section 1.3(b)(ii)) or by check payable to the 16th Street Account. From the 16th Street Account, the Managing Party for the 16th Street Improvements shall pay the 16th Street Improvement Costs invoices and costs in a timely manner to ensure that work on the 16th Street Improvements continues in a timely and efficient manner.

(ii) No less than 90 days before the proposed date for commencement of the 16th Street Improvements, the Managing Party for the 16th Street Improvements shall establish an interest bearing checking account to pay the 16th Street Improvement Costs (the "**16th Street Account**") and shall provide the Parties with the account number and financial institution information for the 16th Street Account. Costs associated with the establishment and maintenance of the 16th Street Account shall be included as a 16th Street Improvement Cost; however, penalties and fees associated with the 16th Street Account incurred by the Managing Party for the 16th Street Improvements and attributable solely to the error or negligence of the Managing Party for the 16th Street Improvements shall not be included as a 16th Street Improvement Cost.

(c) Plaza.

(i) Each Party shall pay its respective Plaza Percentage Share of progress payments based on the percentage of work completed within thirty (30) days after billing from the Managing Party. Such billing shall be accompanied by invoices and other supporting information reasonably requested by the other parties, provided that Managing Party shall not be required to provide a certificate of completion from an architect. The Managing Party shall not bill more frequently than once per month. Such payments may be made by electronic deposit directly into the Plaza Account (as defined below in Section 1.3(d)(ii)) or by check payable to the Plaza Account. Such monthly payments shall be automatically due pursuant to the Plaza Payment Schedule and no notice or request for such payment shall be required. From the Plaza Account, the Managing Party for the Plaza Improvements shall pay the Plaza Improvement Costs invoices and costs in a timely manner to ensure that work on the Plaza Improvements continues in a timely and efficient manner.

(ii) No less than 90 days before the proposed date for commencement of the Plaza Improvements, the Managing Party for the Plaza Improvements shall establish an interest bearing checking account to pay the Plaza Improvement Costs (the "**Plaza Account**") and shall provide the Parties with the account number and financial institution information for the Plaza Account. Costs associated with the establishment and maintenance of the Plaza Account shall be included as a Plaza Improvement Cost; however, penalties and fees associated with the Plaza Account incurred by the Managing Party for the Plaza Improvements and attributable solely to the error or negligence of the Managing Party for the Plaza Improvements shall not be included as a Plaza Improvement Cost.

1.4 Non-Approved Costs for Remaining Improvements.

(a) **Required Additional Work.** The Managing Party for the Improvements of a particular Locale may, pursuant to the provisions of this Section 1.4(a), propose any unforeseeable additional work or change order to any of the improvements that is (i) required by a governmental agency, or (ii) required to complete the particular Improvements in order to receive acceptance or approval from the City

("Additional Work"). If the expected cost of the Additional Work is less than \$10,000 or if the Additional Work is considered incremental work, to be performed by an already mobilized contractor, who is on the job, and is expected to cost less than 5% of the Estimate for the Improvements of the particular Locale (**"Minor Additional Work"**), then the Managing Party proposing the Minor Additional Work shall not be required to obtain multiple bids for the Minor Additional Work but shall notify and deliver a scope of work in writing to the other Parties within two business days of commencing the Minor Additional Work. For all Additional Work that is not Minor Additional Work (**"Major Additional Work"**), the Managing Party proposing the Major Additional Work shall deliver a scope of work, the likely schedule and cost estimate based upon at least three bona fide bids for the Major Additional Work in writing to the other Parties prior to a Planning Meeting pursuant to Section 3 (a **"Major Additional Work Notice"**). Any Party who chooses to object to the contents of a Major Additional Work Notice (an **"Objecting Party"**) must raise its objection at the Planning Meeting where the Major Additional Work is discussed for approval. An Objecting Party may, but is not required to, notify the other Parties of its objection in writing prior to the Planning Meeting. At the Planning Meeting, and in accordance with the voting provisions of Section 3, the Parties are required to (1) approve the Major Additional Work, (2) approve an alternative to the Major Additional Work (**"Alternative Major Additional Work"**) or (3) agree to table the issue to the next Planning Meeting in order to gather more information regarding the proposed Major Additional Work or an alternative. All approved Major Additional Work and Alternative Major Additional Work shall be completed in accordance with the proposed and approved plans and shall be considered an Improvement Cost for the appropriate Locale and the Parties shall share the cost in accordance with their Percentage Share for that Locale. All Minor Additional Work shall be completed in accordance with the proposed plans and scope of work delivered to the Parties and shall be considered an Improvement Cost for the appropriate Locale and the Parties shall share the cost in accordance with their Percentage Share for that Locale.

(b) **Upgraded Work**. The Managing Party for the Improvements of a particular Locale, or any other Party or Parties with that Managing Party's approval, may change the Improvements for its or their own benefit (**"Upgraded Work"**) and at its or their own cost. Upgraded Work is work with changed specifications not included in the Estimate for a particular Locale which will increase the cost of the work, and which is not required as Additional Work. The Party which proposes to include a non-approved cost for Upgraded Work shall notify the other Parties in writing of the proposed Upgraded Work, including a scope of work and cost estimate, prior to a Planning Meeting pursuant to Section 3 of this Agreement. The Parties that approve the Upgraded Work at a Planning Meeting shall agree to cover the cost of the Upgraded Work in any manner mutually acceptable to them and the cost of the Upgraded Work shall be included as an Improvement Cost for the particular Locale and paid for by the approving Parties in accordance with their agreement. The Parties that do not approve of the Upgraded Work shall have no responsibility to cover its costs.

(c) **Unknown Remediation Costs**. The Parties know of no environmental or hazardous material contamination affecting the 16th Street Right-of-Way, or the Plaza. If, however, any government agency validly imposes any

requirement to remediate hazardous material contamination in any of these Locales, each Party shall share the cost of the required remediation as an Improvement Cost in accordance with its Percentage Share for the particular Locale and the Managing Party for the affected locale shall be responsible for coordinating and directing the work necessary to complete the remediation.

1.5 Step-In Rights. Subject to Force Majeure Events, as defined in Section 8.2, in the event that a Managing Party (a "**Non-Performing Managing Party**") fails to diligently design and construct or to diligently oversee and coordinate the design and construction of the Improvements at its Locale or to pay timely for invoiced work related to the Improvements at its Locale (the "**Managing Party's Obligations**") in accordance with this Agreement, then any of the other Parties may raise the issue of Non-Performing Managing Party's non-performance at a Planning Meeting pursuant to Section 3 of this Agreement. In the event the Non-Performing Managing Party fails to commence curing the non-performance by the deadline agreed upon at the Planning Meeting, any Party may, upon notice delivered to the Non-Performing Managing Party at the Planning Meeting directly following the expiration of the agreed upon timeline, elect to assume the responsibility for the Managing Party's Obligation in question. Notwithstanding anything to the contrary contained herein, if any Party assumes the Managing Party's Obligations hereunder and fails to complete the construction of the Managing Party's Obligations, then any Party, including the Non-Performing Managing Party, shall have the same rights that the other Parties have under this Agreement to step-in and complete the Managing Party's Obligations.

1.6 Additional Costs Incurred by BUILD. BUILD has incurred certain costs in connection with the salvaging of track structure pieces that were incorporated into the pocket park on 14th Street and in performing track demolition over 16th Street. The Parties have been invoiced for those costs and agree to reimburse BUILD the balance owed by such Parties for those costs concurrently with the execution and delivery of this Agreement as follows:

14th Street Associates shall pay to BUILD \$163,246.19; Central Station shall pay to BUILD \$31,031.10; HFH CENTRAL STATION shall pay to BUILD \$90,172.03; PCL shall pay to BUILD \$11,968.49; and Pulte shall pay to BUILD \$16,438.64.

SECTION 2. TERM

The term of this Agreement shall start on the Effective Date. The rights and obligations of the Parties with respect to the Improvements for each Locale shall terminate with respect to the particular Locale, and only that particular Locale, when (1) the Improvements for the particular Locale are finally completed as evidenced by final permit signoff by the City department or agency responsible for issuance of any and all permits necessary for construction of the Improvements for the particular Locale in compliance with the approvals and (2) each Party has paid all of its respective Percentage Share for the Improvements for the particular Locale.

SECTION 3. MEETINGS AND COLLABORATION

3.1 Collaborative Process. The Parties shall cooperate and make all feasible efforts to ensure that all Improvements are constructed and each Party shall designate a representative ("**Representative**") in order to facilitate the process of designing, constructing and paying for the Improvements. As of the Effective Date, the Representative for BRIDGE is Ben Metcalf, the Representative for BUILD is Ben Golvin, the Representative for Central Station and PCL is Cal Inman, the Representative for Pulte is Andy Cost, and the Representative for HFH Central Station is Andrew Getz. The Parties may change Representatives upon prior written notice to the other Parties.

3.2 Meetings. The Parties shall hold monthly meetings or conference calls on the first Tuesday of every month or at another time or in another location as agreed upon by the Parties ("**Regular Meetings**"). Additionally, any Party may call an emergency meeting for any reason by (a) providing 48 hours notice to the other Parties; (b) identifying which of the Improvements it proposes to discuss; and (c) setting forth the date and time for the meeting, which will occur on a regular working day and during regular working hours (an "**Emergency Meeting**"). Regular Meetings and Emergency Meetings shall all be considered "**Planned Meetings**" for the purposes of this Agreement. Attendance at a Planned Meeting shall be mandatory for each Party's Representative, or an alternate who is empowered to make decisions on behalf of its Party in the absence of the Party's Representative. Additionally, the Managing Party must have an additional representative participate in the Planned Meetings to facilitate the procedural matters discussed below in this Section 3.2 (the "**Additional Representative**"). If, at any time, all the Improvements for which a Party is responsible for paying its Percentage Share have received City Acceptance and that Party's rights and obligations under this Agreement have been terminated pursuant to Section 2, that Party shall no longer be required to attend the Planned Meetings. If this Agreement requires a Party to deliver notice to the other Parties prior to a Planned Meeting, the noticing party shall deliver notice by noon on the day two days before a Regular Meeting and by noon the day before an Emergency Meeting. The Managing Party will prepare an agenda for new business, including any business contained in any notices delivered pursuant to this Section. The Managing Party's Representative will chair the meeting and the Additional Representative will prepare the official minutes. For each issue related to a particular Locale, each Party shall have a vote equal to its Percentage Share for the particular Locale. Decisions reached in the meeting shall be recorded and binding upon the Parties, unless a Party objects at or before the next job meeting following distribution of the minutes. Each Guarantor shall have the right, but not the obligation, to attend the Meetings. No Guarantor shall have the right to vote a Percentage Share unless such right has been expressly assigned to such Guarantor by the Party whose obligations are being guaranteed by such Guarantor.

3.3 Dedication. The Parties shall cooperate and make all feasible efforts to ensure that all Improvements constructed in the public right-of-way are dedicated to the City, as required by the Approvals.

3.4 No Partnership or Joint Venture. Nothing contained in this Agreement shall be construed in a manner, or is intended to create, any relationship between or among any of the Parties other than that of independent owners of non-dependent Parcels who are sharing costs for the Improvements, the construction of which are conditions to City Approvals. No Party to this Agreement (or any combination of any of the Parties) shall be considered partners or joint venturers of any other Party to this Agreement, for any purpose, on account of this Agreement. Each Party acknowledges that each Representative of a Party is not and shall not be regarded as an agent or employee of any other Party by virtue of his or her actions or role pursuant to this Agreement.

SECTION 4. ASSIGNMENT; GUARANTIES

4.1 Assignment. Any Party may assign any of its rights and obligations under this Agreement to a third party, whether or not such a third party is assuming an ownership interest in a Party's Parcel(s), subject to the terms and conditions set forth in this Section 4.

(a) **Assignment To Transferee.** An assignment to a transferee of all or a portion of the Party's Parcel(s) shall not require the consent of the other Parties provided that such assignment shall be limited to the rights and obligations attributable to the Parcel or portion thereof so transferred

(b) **Assignment to Non-Transferee.** Other than in connection with the transfer of a Parcel, no Party shall assign, transfer or otherwise dispose of this Agreement in whole or in part, or delegate its obligations hereunder, to any third party without the prior written consent of each of the Parties, which consent may be withheld in the sole discretion of such Parties.

(c) **Assignment Agreement.** No assignment of this Agreement will be valid unless and until the assigning Party and the Party's assignee deliver to the other Parties a duly executed assignment and assumption agreement, substantially in the form attached as Exhibit E, which provides that the Party's assignee assumes all of the assigning Party's obligations under this Agreement, including, without limitation, the obligation to pay the Percentage Share of Improvement Costs related to the Parcel or portion of Parcel transferred to the Party's assignee and that the Party's assignee shall maintain full and faithful observance and performance of the covenants, terms and conditions contained in this Agreement (the "**Assignment Agreement**").

(d) **Release of the Assignor.** No assignment of rights or obligations under this Agreement to a third party shall operate to release the assigning Party of its obligations under this Agreement, and the assigning Party shall remain fully liable to the other Parties hereunder for all obligations under this Agreement regardless of the Assignment. Notwithstanding the foregoing, however, the assigning Party who has assigned its obligations hereunder to a transferee of its Parcel shall be released from all obligation hereunder if, in addition to the Assignment Agreement, the assigning Party obtains from the third party assignee, and delivers to the other Parties either one of the

following: (i) an executed and acknowledged Memorandum of Agreement in the form attached hereto as Exhibit F, (the "**Memorandum**"), which shall be executed and acknowledged by the other Parties hereto and recorded against any transferred Parcel; or, (ii) a Guaranty in the form attached hereto as Exhibit G guaranteeing the obligations of an assignee hereunder executed by a guarantor whose financial strength and creditworthiness are approved in writing by each of the other Parties, which approval shall not unreasonably be withheld or delayed.

(e) **Agency Parcel Memorandum.** The Agency Parcel Memorandum which has been executed and delivered by Agency concurrently herewith shall be deemed to have satisfied the requirement set forth in 4.1(d)(i) with respect to any transfer of the Agency Parcel.

4.2 Guaranties. The parties acknowledge that HFH Central Station, Central Station, PCL, 14th Street Associates and BUILD West Oakland are single-purpose entities formed for the purpose of developing their respective Parcels. In order to ensure that obligations of each such Party are performed if any of them sells all of its interest in its Parcel(s) prior to the fulfillment of all obligations set forth in this Agreement, concurrently with executed and deliver of this Agreement, concurrently with the execution and delivery of this Agreement, HFH Central Station shall deliver a Guaranty in the form attached hereto as Exhibit G ("**Guaranty**") executed by HFH, Ltd., a California limited partnership, Central Station shall deliver a Guaranty executed by Holliday Development LLC, a California limited liability company, PCL shall deliver a Guaranty executed by Holliday Development LLC, a California limited liability company, 14th Street Associates shall deliver a Guaranty executed by BRIDGE Housing Corporation and BUILD West Oakland shall deliver a Guaranty executed by BRIDGE Urban Infill Land Development LLC. Each person or entity who executes and delivers a Guaranty pursuant to Section 4.1 or 4.2 shall be referred to herein as a "**Guarantor**".

4.3 Successors and Assigns. Except as otherwise set forth in Section Article 4, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

SECTION 5. AGENCY PARCEL

Notwithstanding anything in this Agreement to the contrary, the Agency shall not be deemed to be a Party and shall have no obligation to share or contribute to any Improvement Costs. However, the Agency has executed in recordable form the Agency Parcel Memorandum and acknowledges and agrees that the Agency Parcel, Agency Parcel Purchaser and any other Agency Parcel Owner shall be bound by the terms of this Agreement and, upon acquisition of the Agency Parcel (or a possessory interest therein), shall be deemed a Party hereto. Without limiting the foregoing, Agency agrees to pursue the RFP process, and as part of the RFP process and as a condition of the conveyance of the Agency Parcel (or a possessory interest therein) to the Agency Parcel Purchaser selected through the RFP process, shall require the Agency Parcel Purchaser to execute addendum to this Agreement acknowledging its obligations hereunder in the form attached to this Agreement as Exhibit I. Agency and the Parties

further acknowledge, however, that this Agreement shall be binding upon the Agency Parcel and the Agency Parcel Purchaser or any other Agency Parcel Owner regardless of whether Agency Parcel Purchaser or any Agency Parcel Owner executes such Amendment. Any agreement to convey title to or a possessory interest in the Agency Parcel between the Agency and the Agency Parcel Purchaser shall include a provision or provisions requiring that the Agency Parcel Owner be bound by this Agreement. In the event that the 16th Street Improvements and/or the Plaza Improvements are installed prior to the Agency Parcel Purchaser acquiring title to or a possessory interest in the Agency Parcel, the Agency Parcel Purchaser shall be obligated to pay its Percentage Share of the cost of the improvements on a reimbursement basis to the Managing Party within fifteen (15) days of acquiring title.

SECTION 6. DEFAULT

6.1 Events of Default. Any one or more of the following acts, events or omissions by or involving a Party (the "**Defaulting Party**") shall be deemed an "**Event of Default**" under this Agreement:

- (a) The Party becomes insolvent or files for bankruptcy;
- (b) The Party fails to make a payment required under Section 1; and
- (c) The Party breaches or fails to comply with any other material term or provision of this Agreement.

6.2 Notice and Cure.

- (a) A default under Section 6.1(a) may not be cured.
- (b) The Defaulting Party under Section 6.1(b) shall have a grace period of five business days in which to pay the sums owed.
- (c) The Defaulting Party shall have a grace period of 30 days in which to cure the default under Section 6.1(c) after being informed of the default at a Planned Meeting or, if the nature of the default is such that cure within 30 days is not possible, the Defaulting Party shall have 30 days after such Planned Meeting within which to commence curing the default; the failure to diligently pursue a cure shall constitute a default for which there is no cure. The other Parties shall reasonably accept the cure offered by the Defaulting Party.

SECTION 7. INDEMNITY

Each Party shall indemnify, defend and hold the other Parties harmless from and against any and all claims, demands, liabilities, costs, damages, expenses, and causes of action of any nature whatsoever arising out of or incidental to any actions or omissions or willful misconduct of the indemnifying Party with respect to any injury to persons or property or any claim arising under any construction contract or other contract for work or materials arising in connection with its construction activity under

this Agreement or in connection with its construction activity on the 14th Street Improvements prior to the execution of this Agreement. Notwithstanding the foregoing, no Party shall be indemnified hereunder for any claim, loss or expense arising from the gross negligence or willful misconduct of such Party or its employees, agents or contractors. The obligations of this Section 7 shall survive the termination of this Agreement.

SECTION 8. DISPUTE RESOLUTION

8.1 Private Negotiation. Any controversy or dispute arising out of or related to this Agreement (a "**Dispute**"), shall be subject to private negotiation among the Parties, and if then not resolved shall be subject to non-binding mediation followed by binding arbitration, if necessary, as set forth below. If a Dispute arises, the Parties agree to negotiate in good faith to resolve the Dispute. If the negotiations do not resolve the Dispute to the reasonable satisfaction of the Parties within fifteen (15) days from a written request for a negotiation, then each Party's Representative, who shall have authority to resolve the Dispute, shall meet in person for one day within the twenty (20)-day period following the expiration of the fifteen (15)-day period and the Representative shall attempt in good faith to resolve the Dispute. The meeting shall be held in Emeryville, California, at a location designated by the Party requesting the negotiation and may be attended only by the Parties' Representatives and by one assistant for each Representative. If the Representatives are unable to resolve the Dispute, then the Dispute shall be submitted to mediation pursuant to Section 8.2.

8.2 Mediation.

(a) Within fifteen (15) days following the Representatives' meeting described in Section 8.1, any Party may initiate non-binding mediation (the "**Mediation**"), conducted by Judicial Arbitration & Mediation Services, Inc. ("**JAMS**") or other agreed upon mediator. Any Party may initiate the Mediation by written notice to the other Parties.

(b) The mediator shall be a retired judge or other mediator, selected by mutual agreement of the Parties, and if they cannot agree within fifteen (15) days after the Mediation notice, the mediator shall be selected through the procedures regularly followed by JAMS. The Mediation shall be held within fifteen (15) days after the mediator is selected, or a longer period as the Parties and the mediator mutually decide.

(c) If the Dispute is not fully resolved by mutual agreement of the Parties within fifteen (15) days after completion of the Mediation, then the Dispute shall be submitted to arbitration pursuant to Section 8.3.

(d) The Parties shall bear equally the cost of the mediator's fees and expenses, but each Party shall pay its own attorneys' and expert witness fees and any other associated costs.

8.3 Binding Arbitration.

(a) Binding arbitration (the "**Arbitration**"), shall be conducted by JAMS or other agreed upon arbitrator. Any Party may initiate the Arbitration by written notice to the other Parties within fifteen (15) days following the Mediation described in Section 8.2.

(b) The arbitrator shall be a retired California Superior Court or Court of Appeal judge or other arbitrator, selected by mutual agreement of the Parties, and if they cannot agree within 15 days after the Arbitration notice, the arbitrator shall be selected through the procedures regularly followed by JAMS. The Arbitration shall be held in Emeryville, California, within fifteen (15) days after the arbitrator is selected, or a longer period as the Parties and the arbitrator mutually decide.

(c) The Parties shall be entitled to conduct discovery, as may be reasonably limited by the arbitrator, under the California Code of Civil Procedure. Any disputes concerning discovery shall be submitted to the arbitrator and attorneys' fees will be awarded to the party prevailing in the discovery dispute, regardless of which party ultimately prevails in the Arbitration.

(d) The arbitrator shall have the power to grant all legal and equitable remedies and award damages in the Arbitration to the full extent permitted by law. Judgment on the award made by the arbitrator may be entered in any court having jurisdiction over the Dispute.

(e) Nothing in this Section 8 shall limit a Party's right to seek an injunction or restraining order from a court of competent jurisdiction in circumstances where such relief is deemed necessary to preserve assets.

(f) The fees and costs of the Arbitration shall be borne as determined by the arbitrator as set forth in the arbitrator's award. The expenses of witnesses shall be borne by the party producing the witnesses. The prevailing party in the Arbitration shall be entitled to receive from the non-prevailing party, in addition to any other award, reasonable attorneys' fees and costs incurred in connection with the Arbitration.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

CS
Central Station initials

CG
BUILD West Oakland
initials

HFH initials

PC
PCL initials

CG
14th Street Associates
initials

Pulte initials

SECTION 9. MISCELLANEOUS

9.1 Governing Law. This Agreement and the rights of the Parties shall be governed by, interpreted, and enforced in accordance with the internal laws of the State of California without regard for conflict of law provisions.

9.2 Force Majeure. Performance under this Agreement by the Parties, other than the obligation to make payments of money due, shall be excused in the event that such performance is prevented by strikes, labor disputes or disturbances, fires, inclement weather, earthquakes, lightning, explosions, acts of God or the public enemy, war or terrorism ("**Force Majeure Events**"), provided that performance will be resumed within a reasonable time after such Force Majeure Event is removed, and provided further that no Party to this Agreement shall be required to settle any labor disputes against its will. If a Party's performance is delayed by any Force Majeure Event, such Party shall give the other party written notice of such Force Majeure Event within ten (10) business days after learning of such Force Majeure Event.

9.3 Attorneys' Fees. If any legal action or other proceeding is commenced to enforce or interpret any provision of, or otherwise relating to, this Agreement, the losing party or parties shall pay the prevailing party's or parties' actual expenses incurred in the investigation of any claim leading to the proceeding, preparation for and participation in the proceeding, any appeal or other post judgment motion, and any action to enforce or collect the judgment including without limitation contempt, garnishment, levy, discovery and bankruptcy. For this purpose "expenses" include, without limitation, court or other proceeding costs and experts' and attorneys' fees and their expenses. The phrase "prevailing party" shall mean the party who is determined in the proceeding to have prevailed or who prevails by dismissal, default or otherwise.

9.4 Terms. The Parties mutually acknowledge that they and their attorneys have participated in the preparation and negotiation of this Agreement. In cases of uncertainty this Agreement shall be construed without regard to which of the Parties caused the uncertainty to exist.

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BUILD West Oakland
initials

HFH initials

PCL initials

14th Street Associates
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Ac

Pulte initials

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Central Station initials

BUILD West Oakland
initials

HFH initials

AG
Central Station

PCL initials

14th Street Associates
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9.5 Headings. All headings are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

9.6 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under the present or future laws effective during the term of this Agreement, the provision will be fully severable; this Agreement will be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of the illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to the illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

9.7 Counterparts. This Agreement may be executed in multiple identical counterparts, each of which shall be deemed an original, and counterpart signature pages may be assembled to form a single original document. Furthermore, this Agreement may be executed and delivered by the exchange of electronic facsimile copies or counterparts of the signature page, which facsimile copies or counterparts shall be binding upon the Parties.

9.8 Further Assurances. Each Party shall, at its own expense, execute, acknowledge and deliver such additional documents and instruments reasonably requested by another Party and shall perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and the transactions contemplated by this Agreement.

9.9 No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Parties, and their respective successors and assigns subject to the express provisions relating to successors and assigns, and no other Person will have any rights, interest or claims or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

9.10 Notices. All notices, consents, requests, demands or other communications to or upon the respective Parties and the Agency shall be in writing and shall be effective for all purposes upon receipt on any business day before 5:00 PM local time and on the next business day if received after 5:00 PM or on other than a business day, including without limitation, in the case of (i) personal delivery, (ii) delivery by messenger, express or air courier or similar courier, (iii) delivery by United States first class certified or registered mail return receipt requested, postage prepaid and (iv) transmittal by telecopier or facsimile, addressed to the following addresses:

BUILD West
Oakland:

BUILD West Oakland LLC
345 Spear Street, Suite 700
San Francisco, CA 94105

Attention: President
fax (415) 321-3591

Central Station: Central Station Land LLC
1500 Park Avenue, Suite 200
Emeryville, CA 94608
fax: (510) 475-2125

PCL: PCL Associates, LLC
1500 Park Avenue, Suite 200
Emeryville, CA 94608
fax: (510) 475-2125

HFH: HFH Central Station Village LLC
6450 Hollis Street
Emeryville, CA 94608
fax: (510) 652-9661

Pulte: Pulte Homes
6210 Stoneridge Mall Road, 5th Floor
Pleasanton, CA 94588
fax: (925)249-4373

14 Street
Associates

14th Street Associates
345 Spear Street, Suite 700
San Francisco, CA 94105

AGENCY: Redevelopment Agency
c/o Community Economic Development Agency
250 Frank Ogawa Plaza, 5th Floor
Oakland, CA 94612
Attn: Sean Rogan, Housing and Community Development Director

In this Agreement, "business days" means days other than Saturdays, Sundays, and federal and state legal holidays. If the date for performance of an obligation or the exercise of a right falls on a day other than a business day, the time for performance or exercise shall be extended to the next business day. Any Party may change its address by written notice to the other Parties and the Agency in the manner set forth above. Receipt of communications by United States first class or registered mail will be sufficiently evidenced by return receipt. In the case of illegible or otherwise unreadable facsimile transmissions, the receiving party shall promptly notify the transmitting party of any transmission problem and the transmitting party shall promptly resend any affected pages. A copy of all notices delivered hereunder to any Party shall be concurrently delivered to the Guarantor who has executed a Guaranty pertaining to such Party at the address for notices set forth in the Guaranty.

9.11 Amendments. Any amendment to this Agreement shall be in writing, dated and signed by the all Parties and the Agency. If any conflict arises between the provisions of the amendment, or amendments, and the terms of this Agreement, the most recent provisions shall govern and control.

9.12 Waiver. No waiver of any obligations under this Agreement will be enforceable or admissible unless set forth in a writing signed by the Party against which enforcement or admission is sought. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted shall apply solely to the specific instance expressly stated.

9.13 Entire Agreement. This Agreement and the exhibits contain the entire understanding between the Parties and supersede any prior written or oral agreements between them regarding the same subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between the Parties relating to the subject matter of this Agreement which are not fully expressed in this Agreement and related written agreements of the same date.

9.14 Exhibits. The following exhibits attached to this Agreement shall be deemed to be a part of this Agreement and are fully incorporated by reference:

- Exhibit A Parcels
- Exhibit B-1 14th Street Improvements
- Exhibit B-2 16th Street Improvements
- Exhibit B-3 Plaza Improvements
- Exhibit C-1 14th Street Improvement Costs
- Exhibit C-2 16th Street Improvement Costs
- Exhibit C-3 Plaza Improvement Costs
- Exhibit D Intentionally Omitted
- Exhibit E Form Assignment and Assumption Agreement
- Exhibit F Form Memorandum of Cost Sharing Agreement
- Exhibit G Form Guaranty
- Exhibit H Form Agency Parcel Purchaser Memorandum
- Exhibit I Form Agency Parcel Purchaser Addendum

The Parties and the Agency have executed this Cost Sharing Agreement as of the date written above.

Central Station Land LLC, a California
limited liability company

By: 
Richard M. Holliday, Manager

HFH Central Station Village LLC, a
California limited liability company

By: HFH Ltd., a California limited
partnership, its sole member

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Central Station Land LLC, a California
limited liability company

HFH Central Station Village LLC, a
California limited liability company

By: HFH Ltd., a California limited
partnership, its sole member

By: _____
Richard M. Holliday, Manager

BY Andrew A
Andrew Getz, general partner

Build West Oakland, LLC, a California limited liability company

Pulte Home Corporation, a Michigan corporation

By: BRIDGE Urban Infill Land Development LLC, a Delaware limited liability company, its sole member

By: _____

By: BRIDGE Infill Development, Inc., a California corporation, its Manager

By: Carol Galante
Carol Galante, President

PCL Associates, LLC, a Delaware limited liability company

14th Street Associates, a California limited partnership

By: Richard M. Holliday
Richard M. Holliday, Manager

By: BRIDGE Tower LLC, a California limited liability company, its general partner

By: Northpoint Housing, Inc., a California nonprofit public benefit corporation, its sole member

By: Carol Galante
Carol Galante, President

Redevelopment Agency of the City of Oakland, a community redevelopment agency organized and existing under the California Community Redevelopment Law

By: _____
Agency Administrator

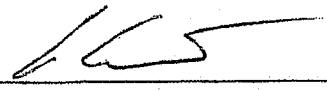
Approved as to form and legality:

By: _____
Agency Counsel

Build West Oakland, LLC, a California limited liability company

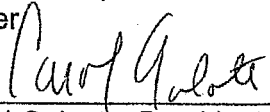
Pulte Home Corporation, a Michigan corporation

By: BRIDGE Urban Infill Land Development LLC, a Delaware limited liability company, its sole member

By: 

ANDY COST
LAND DEVELOPMENT MANAGER

By: BRIDGE Infill Development, Inc., a California corporation, its Manager

By: 
Carol Galante, President

PCL Associates, LLC, a Delaware limited liability company

14th Street Associates, a California limited partnership

By: _____
Richard M. Holliday, Manager

By: BRIDGE Tower LLC, a California limited liability company, its general partner

By: Northpoint Housing, Inc., a California nonprofit public benefit corporation, its sole member

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Carol Galante, President

Redevelopment Agency of the City of Oakland, a community redevelopment agency organized and existing under the California Community Redevelopment Law

By: _____
Agency Administrator

Approved as to form and legality:

By: _____
Agency Counsel

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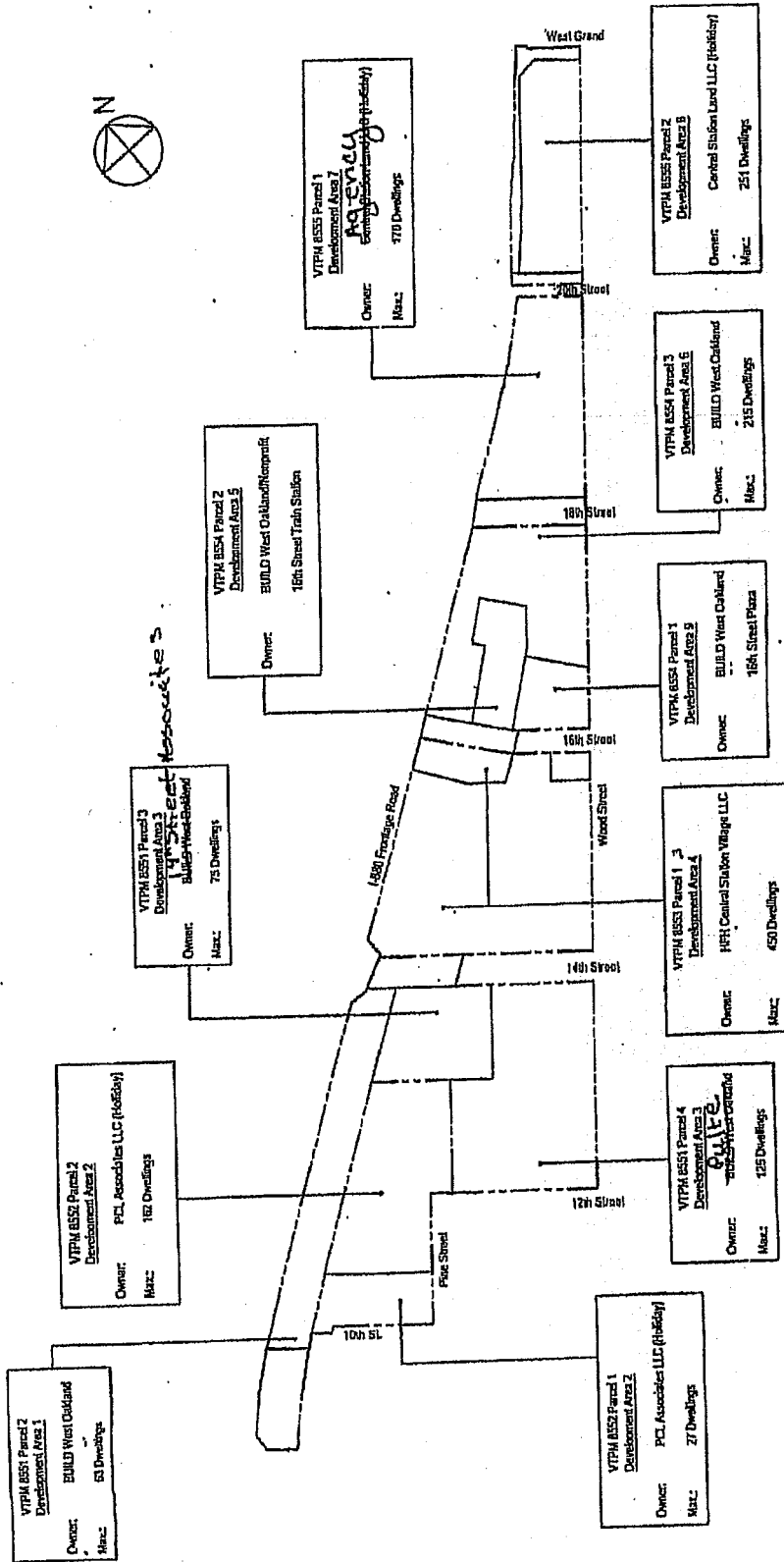
Redevelopment Agency of the City of Oakland, a community redevelopment agency organized and existing under the California Community Redevelopment Law

By: [Signature]
Agency Administrator

Approved as to form and legality:

By: [Signature]
Agency Counsel

Exhibit A



Parcels within the Wood Street Zoning District

Exhibit B-1
14th Street conceptual improvement plan

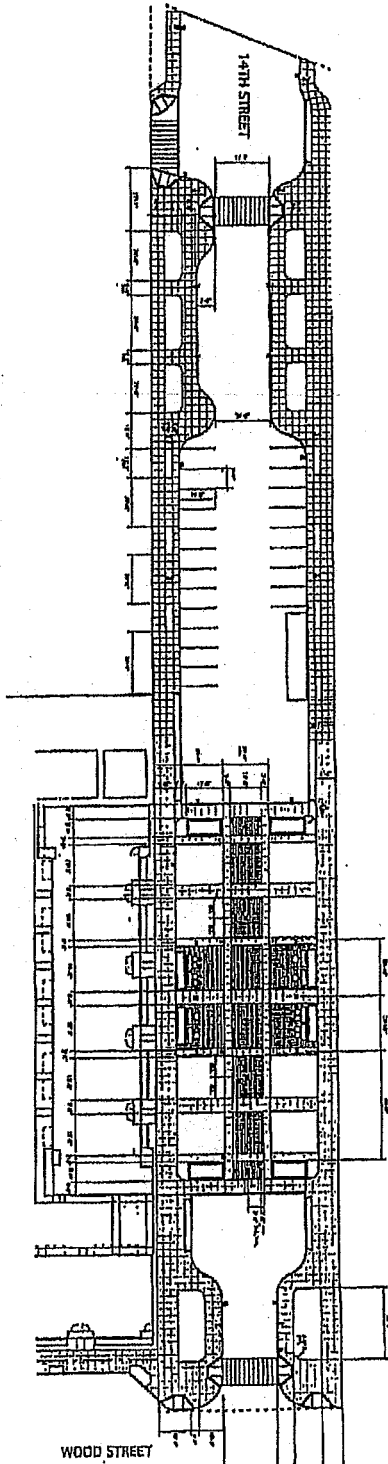


Exhibit B-2 16th Street conceptual improvement plan

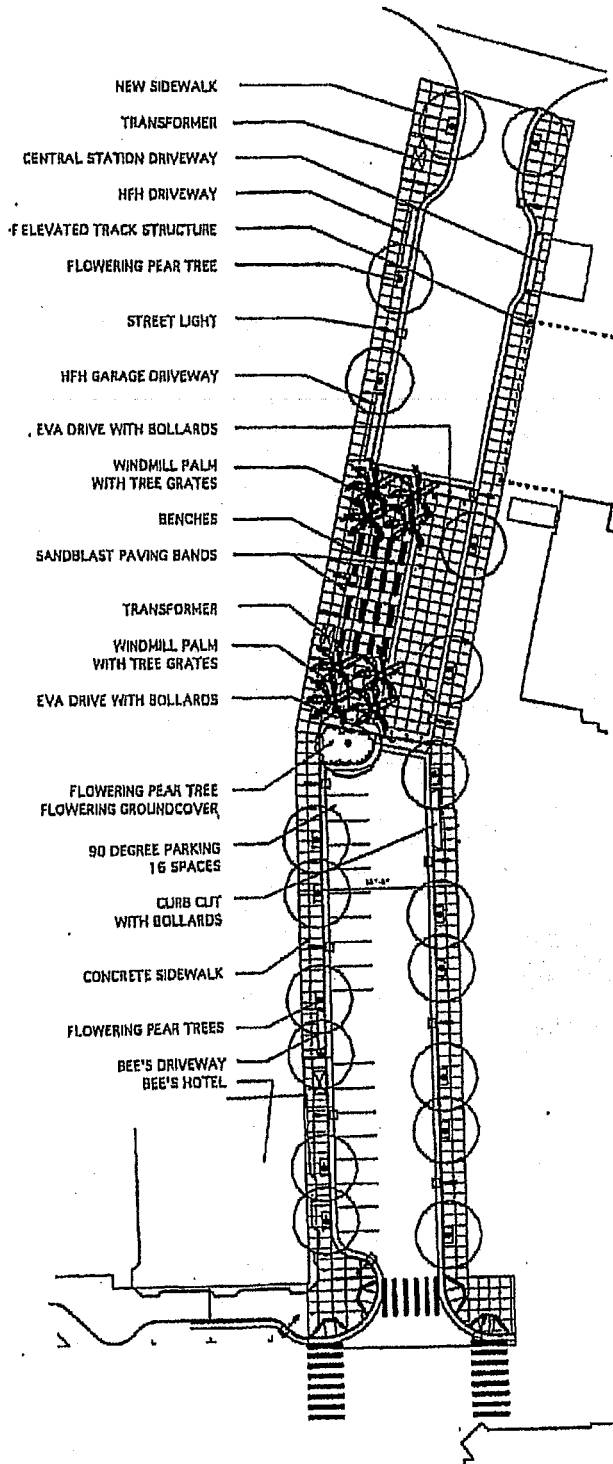


Exhibit B-43
Plaza conceptual improvement plan

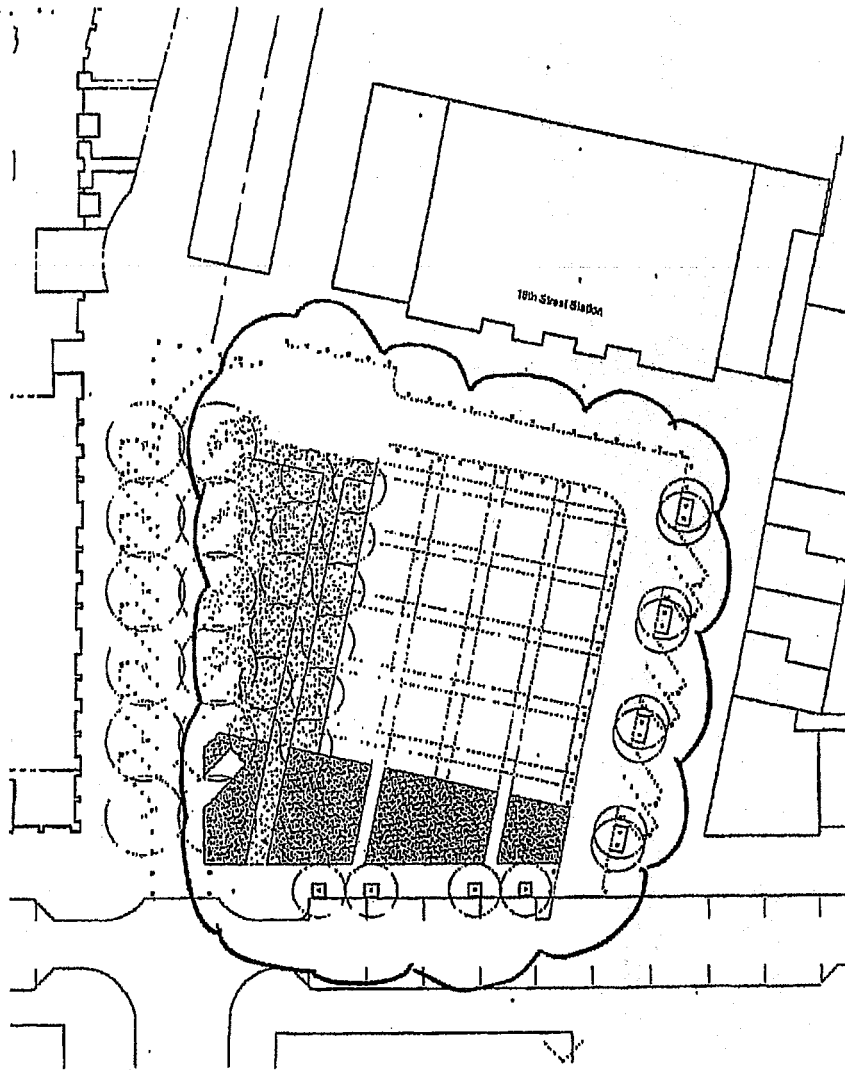


EXHIBIT C-1

Soft Costs - 14th St	Committed
Civil Engineering - Sandls	\$51,000
Joint Trench Consultant - Giacalone	\$19,200
Planning Consultant - F.J. Kennedy	\$7,290
Utility Consultant - Zeiger	\$3,732
Landscape Architect - Miller & Assoc	\$64,500
Structural Engineer - Tipping Mar	\$18,900
Geotech Observation & Testing	\$45,000
Staking - CEA	\$28,045
Potholing - Subtronics	\$4,450
City Processing & Permit Fees	\$3,265
3rd Party Inspection Fees - Terrasearch	\$5,282
PG&E Contracts - Gas & Electric	\$128,219
Hard Costs - 14th St	
Demolition	\$75,835
Sanitary/Storm Systems	\$357,699
Joint Trench	\$471,778
Grading	\$35,804
SWPPP	\$2,897
Water System	\$55,560
Paving/Curb & Gutter	\$235,848
Signage & Striping	\$6,638
Remediation	\$136,754
Landscaping	\$552,688
Canopy Demo/Salvage	\$108,915
Total All Improvements	\$2,419,299

**Exhibit C-2
16th Street Improvement cost estimate**

Mobilization and Layout - Sandis		\$15,000
Mobilization and Layout		<u>\$15,000</u>
	<i>Sub-Total</i>	
Road Construction - Sandis		
Demolition		\$61,610
Earthwork		\$28,650
Paving		\$190,200
Curb and Gutter		\$16,200
Sanitary Sewer		\$53,340
Storm Drainage		\$118,950
Street Scaping		\$81,310
Erosion Control/C.3		<u>\$6,000</u>
	<i>Sub-Total</i>	<u>\$536,260</u>
Pocket Park & Landscaping		
Earthwork		\$1,361
Paving		\$22,160
Site Concrete		\$0
Site Furnishings		\$3,846
Irrigation (Includes \$5,000 water meter)		\$15,000
Planting		<u>\$15,004</u>
	<i>Sub-Total</i>	<u>\$57,371</u>
Lighting - Sandis		
Street Lighting		<u>\$70,200</u>
	<i>Sub-Total</i>	<u>\$70,200</u>
Joint Trench - Giacalone		
Trenching		\$11,400
Vaults, Splice Boxes		\$33,430
Conduits		\$15,300
Street Lighting		<u>\$31,300</u>
	<i>Sub-Total</i>	<u>\$91,430</u>
Platform		
Remove platform from 16th Street ROW		<u>\$19,780</u>
	<i>Sub-Total</i>	<u>\$19,780</u>
Environmental Testing, Supervision and Remediation		
Contaminated spoils testing & remediation		<u>\$50,000</u>
	<i>Sub-Total</i>	<u>\$50,000</u>
General Conditions/Contingency/Escalation		
1 yrs unill beg.	Total costs	<u>\$840,041</u>
	10% Design Contingency	\$84,004
	15% General Conditions	\$126,006
	3% Escalation	<u>\$25,201</u>
	<i>Sub-Total</i>	<u>\$1,094,531</u>
Utility Direct Contracts - Giacalone & Sandis		
PG & E Contract Costs		\$82,500
PG & E Electrical System		\$30,500
PG & E Gas System		\$5,400
EBMUD Contract - Extend 6" Water Main		\$144,625
EBMUD Contract - Relocate/Install Fire Hydrants		<u>\$10,600</u>
	<i>Sub-Total</i>	<u>\$253,625</u>
Consultant Contracts for Design - Casper's Estimate		
Civil - Design through construction documents		\$45,200
Civil - Hydrology Study		\$5,000
Joint Trench Consultant - through review of CD		\$19,200
Landscape Architect		\$63,940
Soil Study		<u>\$7,545</u>
	<i>Sub-Total</i>	<u>\$140,885</u>
Fees		
City Fees		<u>\$30,000</u>
	<i>Sub-Total</i>	<u>\$30,000</u>
Total All Improvements		<u>\$1,519,041</u>

**Exhibit C-3
Plaza improvement cost estimate**

Mobilization and Layout			
Mobilization and Layout			\$15,000
		<i>Sub-Total</i>	\$15,000
Site Work			
Demolition			\$41,818
Earthwork			\$19,602
Paving			\$130,680
Curb and Gutter			\$30,000
Sanitary Sewer			\$0
Storm Drainage			\$100,000
Street Scaping			\$50,000
Erosion Control/C.3			\$8,000
Site Concrete			\$15,000
Site Furnishings			\$40,000
Irrigation (Includes \$5,000 water meter)			\$20,000
Planting			\$30,000
		<i>Sub-Total</i>	\$483,100
Lighting - Sandis			
Street Lighting (Includes trenching)			\$100,000
		<i>Sub-Total</i>	\$100,000
Environmental Testing, Supervision and Remediation			
Contaminated spoils testing & remediation			\$15,000
		<i>Sub-Total</i>	\$15,000
General Conditions/Contingency/Escalation			
2 yrs until beg.		Total costs	\$613,100
	10% Design Contingency		\$81,310
	15% General Conditions		\$91,965
	3% Escalation		\$36,786
		<i>Sub-Total</i>	\$803,160
Utility Direct Contracts - Giacalone & Sandis			
PG & E Contract Costs			\$30,000
PG & E Electrical System			\$30,000
EBMUD Contract - Relocate/Install Fire Hydrants			\$20,000
		<i>Sub-Total</i>	\$80,000
Consultant Contracts for Design			
Civil - Design through construction documents			\$30,000
Civil - Hydrology Study			\$5,000
Landscape Architect			\$60,000
Soil Study			\$5,000
		<i>Sub-Total</i>	\$100,000
Fees			
City Fees			\$30,000
		<i>Sub-Total</i>	\$30,000
Total All Improvements			\$1,013,160

-DRAFT January 31, 2008

Exhibit E

Form Assignment and Assumption Agreement

This Assignment and Assumption Agreement (the "**Agreement**") is made as of _____, ____ (the "**Effective Date**") between _____ ("**Assignor**") and _____ ("**Assignee**") in the following factual context:

A. Assignor is the owner of that certain real property located in an approximately twenty-eight (28) acre area in Oakland, California (the "**City**"), known as the Wood Street Zoning District (the "**District**") that is more particularly described in Exhibit A (the "**Property**"). Assignor is party to that certain Cost Sharing Agreement dated August __, 2008 by and among Assignor and Central Station Land LLC, a California limited liability company ("**Central Station**"); HFH Central Station Village LLC, a California limited liability company ("**HFH**"); BUILD West Oakland, LLC, a California limited liability company ("**BUILD**"); PCL Associates, LLC, a Delaware limited liability company, ("**PCL**"); 14 Street Associates, a California limited partnership ("**14th Street**"); the Redevelopment Agency of the City of Oakland ("**Agency**"), [_____ ("**Agency Parcel Owner**")] and Pulte Home Corporation, a Michigan corporation ("**Pulte**") pursuant to which Assignor has certain obligations to participate in a collaborative process of designing, constructing and paying for certain improvements in the District (the "**Cost Sharing Agreement**").

B. [Pursuant to the Cost Sharing Agreement and the City's Approvals, Assignor is the Managing Party for the _____ Improvements and is responsible for the construction, in accordance with the Approvals, and day-to-day management of the _____ Improvements.]

C. Assignor and Assignee are parties to that certain Purchase and Sale Agreement, dated _____ pursuant to which Assignor agreed to sell to Assignee and Assignee agreed to purchase from Assignor the Property. In connection with the sale of the Property to Assignee, Assignor wishes to assign to Assignee and Assignee wishes to assume the rights and obligations under the Cost Sharing Agreement.

D. Capitalized terms not otherwise defined in this assignment shall have the meanings ascribed to them in the Cost Sharing Agreement.

In this factual context and intending to be legally bound, the Parties agree as follows:

Section 1. Assignment

Assignor assigns to Assignee all of Assignor's rights and obligations under the Cost Sharing Agreement, whenever accruing.

Section 2. Assumption

Assignee assumes all of Assignor's rights and obligations under the Cost Sharing Agreement, including but not limited to the obligation to pay its Percentage Share of the Improvements [and its obligations as Managing Party for the _____ Improvements].

Section 3. Successors and Assigns.

Assignee shall not assign its rights and obligations under this Agreement or under the Cost Sharing Agreement except as permitted under the Cost Sharing Agreement. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns

Section 4. Further Assurances.

Each party shall, at its own expense, execute, acknowledge and deliver such additional documents and instruments reasonably requested by the other party and shall perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and the transactions contemplated by this Agreement

Section 5. Notices.

All notices, consents, requests, demands or other communications to or upon the respective Parties shall be in writing and shall be effective for all purposes upon receipt on any business day before 5:00 PM local time and on the next business day if received after 5:00 PM or on other than a business day, including without limitation, in the case of (i) personal delivery, (ii) delivery by messenger, express or air courier or similar courier, (iii) delivery by United States first class certified or registered mail return receipt requested, postage prepaid and (iv) transmittal by telecopier or facsimile, addressed to the following addresses:

If to Assignor:

Attn: _____
Telephone: _____
Facsimile: _____

If to Assignee:

Attn: _____

Telephone: _____
Facsimile: _____

In this Agreement, "business days" means days other than Saturdays, Sundays, and federal and state legal holidays. If the date for performance of an obligation or the exercise of a right falls on a day other than a business day, the time for performance or exercise shall be extended to the next business day. Any Party may change its address by written notice to the other Party in the manner set forth above. Receipt of communications by United States first class or registered mail will be sufficiently evidenced by return receipt. In the case of illegible or otherwise unreadable facsimile transmissions, the receiving party shall promptly notify the transmitting party of any transmission problem and the transmitting party shall promptly resend any affected pages.

Section 6. Governing Law.

This Agreement and the rights of the parties shall be governed by, interpreted, and enforced in accordance with the internal laws of the State of California without regard for conflict of law provisions

Section 7. Entire Agreement.

This Agreement and the exhibits contain the entire understanding between the parties and supersede any prior written or oral agreements between them regarding the same subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter of this Agreement which are not fully expressed in this Agreement.

Section 8. Attorneys' Fees.

If any legal action or other proceeding is commenced to enforce or interpret any provision of, or otherwise relating to, this Agreement, the losing party or parties shall pay the prevailing party's or parties' actual expenses incurred in the investigation of any claim leading to the proceeding, preparation for and participation in the proceeding, any appeal or other post judgment motion, and any action to enforce or collect the judgment including without limitation contempt, garnishment, levy, discovery and bankruptcy. For this purpose "expenses" include, without limitation, court or other proceeding costs and experts' and attorneys' fees and their expenses. The phrase "prevailing party" shall mean the party who is determined in the proceeding to have prevailed or who prevails by dismissal, default or otherwise.

Section 9. Counterparts.

This Agreement may be executed in multiple identical counterparts, each of which shall be deemed an original, and counterpart signature pages may be assembled to form a single original document. Furthermore, this Agreement may be executed and delivered by the exchange of electronic facsimile copies or counterparts of the signature page, which facsimile copies or counterparts shall be binding upon the Parties.

The Parties have executed this Assignment and Assumption Agreement as of the Effective Date.

ASSIGNOR

ASSIGNEE

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

EXHIBIT F
FORM OF MEMORANDUM AND AGREEMENT CONCERNING COST SHARING
AGREEMENT

Recording Requested by and
When Recorded Return to:

Attn: _____

MEMORANDUM AND AGREEMENT CONCERNING COST-SHARING AGREEMENT

THIS MEMORANDUM AND AGREEMENT CONCERNING COST-SHARING AGREEMENT is made and entered into as of _____, 200__ by and among [LIST ALL ENTITIES WHO ARE THEN PARTIES TO THE COST-SHARING AGREEMENT (each individually, a "**Party**" and collectively, the "**Parties**")].

RECITALS

- A. The parties have entered into that certain Cost-Sharing Agreement dated _____, 2008 (the "**Cost-Sharing Agreement**") with respect to certain improvements related to the development of the property owned by _____ as described on Exhibit A (the "**Property**") and the real property owned by the other Parties as described in the Cost Sharing Agreement.
- B. The Cost-Sharing Agreement establishes certain rights and obligations of the Parties with respect to the construction of certain infrastructure improvements required in connection with development of the Property and the other property described in the Cost-Sharing Agreement and payment of the costs of such construction.
- C. The Parties desire to enter into this Agreement to establish that the rights and obligations of _____ under the Cost-Sharing Agreement shall run with, benefit and burden the _____ Property and shall inure to the benefit of the other Parties hereto. For purposes hereof, the Parties other than _____ shall be referred to as the "**Other Parties**".

AGREEMENT

Now therefore, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Covenants Running with the Land. The Parties expressly intend that the rights and obligations of [] under the Cost-Sharing Agreement shall be equitable servitudes and covenants running with and benefiting and burdening the Property, and that all successor owners of the Property shall be bound by the covenants contained therein. The rights of the Other Parties to enforce the obligations of _____ under the Cost-Sharing Agreement shall inure to the benefit of such Other Parties, the real property owned by such other Parties and referred to in the Cost-Sharing Agreement, and all successor owners of such property. All terms and provisions of the Cost-Sharing Agreement are incorporated in this Agreement by this reference.

2. Enforcement by Lien. Any of the Other Parties may enforce the obligations of _____ under the Agreement and shall have all remedies available under the Agreement, hereunder, at law or in equity, including, without limitation, the right to record a lien against the Property to secure payment of all sums due from _____ under the Agreement. Any such lien is subject and subordinate to any bona fide mortgage or deed of trust encumbering any portion of the Property at the time such notice of lien is recorded, and any purchaser at any foreclosure or trustee's sale (as well as any grantee by deed in lieu of foreclosure or trustee's sale) under any such mortgage or deed of trust takes title free and clear of any such lien, but otherwise subject to all of terms, conditions and obligations of _____ under the Cost-Sharing Agreement. Any such lien shall be prior and superior to any lien recorded subsequent to the recordation of such notice of lien. Any such lien may be enforced by suit or action in any court of competent jurisdiction or by sale under power of sale, judicial foreclosure or in any other manner allowed by law

3. Mortgagee Protection. Breach of any restriction or other provision of this Agreement does not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but _____ of the restrictions and other provisions of this Agreement are binding and effective against any owner whose title is acquired by foreclosure, trustee's sale or otherwise.

4. Termination. Upon termination of the Cost-Sharing Agreement, upon request by _____, the Parties shall execute in recordable form a termination agreement evidencing the termination of and release of the Property from this Agreement .

IN WITNESS WHEREOF, the Parties have executed this Memorandum and Agreement Concerning Cost-Sharing Agreement as of the date first written above.

[Signature blocks to be added].

EXHIBIT G

GUARANTEE FOR COST SHARING AGREEMENT

1. This Guarantee is executed and delivered by _____, a _____, a Delaware limited liability company ("**Guarantor**") pursuant to Section [4.1(d)][4.2] of the Cost Sharing Agreement dated September 26, 2008 (the "**Agreement**") by and among Central Station Land LLC, a California limited liability company; HFH Central Station Village LLC, a California limited liability company; BUILD West Oakland, LLC, a California limited liability company; PCL Associates, LLC, a Delaware limited liability company; 14th Street Associates, a California limited partnership, the Redevelopment Agency of the City of Oakland, a community redevelopment agency organized and existing under the California Community Redevelopment Law, and Pulte Home Corporation, a Michigan corporation. This Guarantee irrevocably guaranties to the Parties Guarantor's due, prompt, and full performance of all of the obligations of _____ or its assignee (_____ and its assigned are, collectively and individually, "**Obligor**") under the Agreement (the "**Guaranteed Obligations**"). Capitalized terms used in this Guarantee without definition shall have the meanings set forth in the Agreement.

2. Notwithstanding the foregoing, this Guarantee shall be conditioned upon and shall take effect only upon the transfer by Obligor of the Parcel owned by Obligor. Furthermore, this Guarantee shall terminate and be of no force or effect if, concurrently with such transfer, Obligor delivers to the Parties an Assignment Agreement executed by Obligor and the transferee, and either (i) a Memorandum executed and acknowledged by the transferee or (ii) a Guarantee in the form of this Guarantee, guaranteeing the obligations of such transferee under the Agreement, executed by a guarantor with creditworthiness and net worth equivalent to the net worth and creditworthiness of Guarantor or otherwise approved in writing by the Parties, which approval shall not unreasonably be withheld or delayed.

3. Subject to the provisions of paragraph 2 above, this Guarantee is a continuing one and shall terminate only upon the full performance of all the terms, covenants, and conditions of the Guaranteed Obligations.

4. The obligations of Guarantor hereunder are independent of the obligations of the Obligor. A separate action may be brought and prosecuted against Guarantor, whether action is brought against the Obligor or whether the Obligor is joined in any such action. Notwithstanding the foregoing, in no event shall the Parties bring an action against Guarantor under this Guarantee until thirty (30) days after a notice of default

has been given to the Obligor and to Guarantor and the Obligor has failed to cure the default under the Agreement.

5. Guarantor authorizes the Parties, without notice or demand, and without affecting Guarantor's liability under this Guarantee, from time to time (a) without the consent of Guarantor, to change any of the terms, covenants, conditions, or provisions of the Agreement, or amend, modify, change, or supplement the Agreement; and (b) grant extensions of time or otherwise delay the enforcement of any of the Guaranteed Obligations. The Parties may assign this Guarantee, in whole or in part, in connection with an assignment of an interest in the Parcels pursuant to the Agreement. Guarantor shall not assign this Guarantee without the prior written consent of the Parties which consent may be granted or denied in the Parties' sole discretion.

6. Guarantor waives any right to require the Parties to: (a) proceed against the Obligor; and, (b) pursue any other remedy in their power whatsoever. Guarantor waives any defense arising by reason of the disability of the Obligor or by reason of the cessation from any cause whatsoever of the liability of the Obligor, other than the running of the statute of limitations. Until the performance of all of the terms, covenants, and conditions of the Guaranteed Obligations required to be kept, observed, or performed by the Obligor, Guarantor waives any right of subrogation, and waives any right to enforce any remedy which the Parties now have or may hereafter have against the Obligor.

7. Guarantor represents, warrants and covenants to the Parties that:

(a) Guarantor is a duly formed limited liability company validly existing and in good standing under the laws of the State of Delaware.

(b) Guarantor has full power and authority to enter into and perform the obligations to be performed by Guarantor under this Guarantee, Guarantor has obtained all consents and approvals requisite to the performance of those obligations, and this Guarantee has been properly executed and delivered by it and constitutes the valid and binding obligation of Guarantor enforceable against it in accordance with its terms.

(c) Guarantor's execution and delivery of, and performance under, this Guarantee do not conflict with, and will not result in a breach of, any of the terms, conditions, or provisions of, or constitute a default under, any indenture, agreement, order, judgment, or other instrument to which Guarantor is a party or by which it is bound.

(d) There are no pending or, to the knowledge of Guarantor, threatened actions or proceedings before any court or administrative agency that are likely to materially affect the ability of Guarantor to perform its obligations under this Guarantee.

(e) Guarantor will use its best efforts to ensure its continued existence and good standing.

8. If any legal action or other proceeding is commenced to enforce or interpret any provision of, or otherwise relating to, this Guarantee, the losing party or parties shall pay the prevailing party's or parties' actual expenses incurred in the investigation of any claim leading to the proceeding, preparation for and participation in the proceeding, any appeal or other post judgment motion, and any action to enforce or collect the judgment including without limitation contempt, garnishment, levy, discovery and bankruptcy. For this purpose "expenses" include, without limitation, court or other proceeding costs and experts' and attorneys' fees and their expenses. The phrase "prevailing party" shall mean the party who is determined in the proceeding to have prevailed or who prevails by dismissal, default or otherwise.

9. This Guarantee shall inure to the benefit of the Parties, their partners and their, officers, shareholders, trustees and beneficiaries and all of their successors and assigns, and subject to the provisions of Section 5 above regarding assignment, shall be binding upon the successors and assigns of Guarantor.

10. If any of the provisions of this Guarantee should be declared invalid for any reason, the invalid provision shall be deemed omitted and the remaining terms shall nevertheless be carried into effect.

11. This Guarantee shall be governed by, interpreted, and enforced in accordance with the laws of the State of California.

12. This Guarantee may be executed and an electronic copy of the signed document delivered by facsimile or email, which electronic copy shall be binding on Guarantor and considered the equivalent of an ink original.

IN WITNESS WHEREOF, the undersigned Guarantor has executed this Guarantee as of the ____ day of _____, 200__.

[INSERT SIGNATURE BLOCK]

Exhibit H

AGENCY PARCEL MEMORANDUM

Recording Requested by and
When Recorded Return to:

BRIDGE Urban Infill Land Development LLC
345 Spear Street, Suite 700
San Francisco, CA 94105
Attn: Rebecca V. Hlebasko

MEMORANDUM AND AGREEMENT CONCERNING COST-SHARING AGREEMENT

THIS MEMORANDUM AND AGREEMENT CONCERNING COST-SHARING AGREEMENT is made and entered into as of _____, 2008 by and among the Redevelopment Agency of the City of Oakland, a community redevelopment agency organized and existing under the California Community Redevelopment Law ("**Agency**"), Central Station Land LLC, a California limited liability company, ("**Central Station**"), HFH Central Station Village LLC, a California limited liability company ("**HFH**"), PCL Associates, LLC, a Delaware limited liability company ("**PCL**"), BUILD West Oakland LLC, a California limited liability company ("**BUILD West Oakland**"), and 14th Street Associates, a California limited partnership ("**14 Street Associates**"). Central Station, HFH, BUILD West Oakland, PCL and 14th Street Associates are each referred to herein individually, as a "**Party**" and collectively, as the "**Parties**".

RECITALS

A. The parties and Agency have entered into that certain Cost-Sharing Agreement dated _____, 2008 (the "**Cost-Sharing Agreement**") with respect to certain improvements related to the development of the property owned described on Exhibit A (the "**Agency Property**") and the real property owned by the Parties as described in the Cost Sharing Agreement. Agency intends to convey the Agency Parcel to an independent developer as part of an RFP process to be conducted by Agency. Any party which acquires the Agency Parcel is referred to herein as the "**Agency Parcel Owner**".

B. The Cost-Sharing Agreement establishes certain rights and obligations of the Parties and Agency Parcel Owner with respect to the construction of certain infrastructure improvements required in connection with development of the Property and the other property described in the Cost-Sharing Agreement and payment of the costs of such construction.

C. The Parties desire to enter into this Agreement to establish that the rights and obligations of Agency Parcel Owner shall run with, benefit and burden the Agency Property and shall inure to the benefit of the Parties hereto.

AGREEMENT

Now therefore, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties and Agency agree as follows:

1. Covenants Running with the Land. The Parties and Agency expressly intend that the rights and obligations of Agency Parcel Owner under the Cost-Sharing Agreement shall be equitable servitudes and covenants running with and benefiting and burdening the Property, and that all successor owners of the Property shall be bound by the covenants contained therein. The rights of the Parties to enforce the obligations of Agency Parcel Owner under the Cost-Sharing Agreement shall inure to the benefit of such Parties, the real property owned by such Parties and referred to in the Cost-Sharing Agreement, and all successor owners of such property. All terms and provisions of the Cost-Sharing Agreement are incorporated in this Agreement by this reference.

2. Enforcement by Lien. Any of the Parties may enforce the obligations of Agency Parcel Owner under the Agreement and shall have all remedies available under the Agreement, hereunder, at law or in equity, including, without limitation, the right to record a lien against the Property to secure payment of all sums due from Agency Parcel Owner under the Agreement. Any such lien is subject and subordinate to any bona fide mortgage or deed of trust encumbering any portion of the Property at the time such notice of lien is recorded, and any purchaser at any foreclosure or trustee's sale (as well as any grantee by deed in lieu of foreclosure or trustee's sale) under any such mortgage or deed of trust takes title free and clear of any such lien, but otherwise subject to all of terms, conditions and obligations of Agency Parcel Owner under the Cost-Sharing Agreement. Any such lien shall be prior and superior to any lien recorded subsequent to the recordation of such notice of lien. Any such lien may be enforced by suit or action in any court of competent jurisdiction or by sale under power of sale, judicial foreclosure or in any other manner allowed by law

3. Mortgagee Protection. Breach of any restriction or other provision of this Agreement does not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but all of the restrictions and other provisions of this Agreement are binding and effective against any Owner whose title is acquired by foreclosure, trustee's sale or otherwise.

4. Termination. Upon termination of the Cost-Sharing Agreement, upon request by Agency Parcel Owner, the Parties shall execute in recordable form a termination agreement evidencing the termination of and release of the Property from this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Memorandum and Agreement Concerning Cost-Sharing Agreement as of the date first written above.

Central Station Land LLC, a California limited liability company

By: _____

Richard M. Holliday, Manager

HFH Central Station Village LLC, a California limited liability company

By: HFH Ltd., a California limited Partnership, its sole member

By: _____

Andrew Getz, General Partner

BUILD West Oakland, LLC, a California limited liability company

By: BRIDGE Urban Infill Land Development LLC, a Delaware limited liability company, its sole member

By: BRIDGE Infill Development, Inc., a California corporation, its Manager

By: _____
Carol Galante, President

PCL Associates, LLC,
a Delaware limited liability company

By: _____
Richard M. Holliday, Manager

Pulte Home Corporation, a Michigan corporation

By: _____
Name and Title: _____

14th Street Associates,
a California limited partnership

By: BRIDGE Tower LLC, a limited liability company, its general partner

By: Northpoint Housing, Inc., a California nonprofit public benefit corporation, manager/member

By: _____
Carol Galante, President

Redevelopment Agency of the City of Oakland,
a community redevelopment agency organized
and existing under the California Community
Redevelopment Law

By: _____
Agency Administrator

Approved as to form and legality:

By: _____
Agency Counsel

STATE OF CALIFORNIA)
)
COUNTY OF)

On _____, 20__ before me, _____, Notary
Public, personally appeared _____, personally
known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)
on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.

WITNESS my hand and official seal.
Signature _____ (Seal)

EXHIBIT A

Property Description

The following real property located in the City of Oakland, County of Alameda, State of California described as follows:

Parcel D as shown on Parcel Map 8066, filed December 2, 2002 in Book 268 of Parcel Maps, Pages 50 through 52, Alameda County Records.

Excepting therefrom all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to Grantor, its successors and assigns, but without entering upon or using the surface of the Property, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by Grantee, its successors or assigns; provided, however, that Grantor, its successors and assigns, shall not conduct any mining activities of whatsoever nature above a plane five hundred feet (500') below the surface of the Property, as reserved by &Union Pacific Railroad Company in the Grant Deed recorded December 15, 2000 as Instrument No. 20000366393 of Official Records.

EXHIBIT I
FORM OF ADDENDUM TO COST SHARING AGREEMENT

This Addendum to Cost-Sharing Agreement is executed as of _____, 200_ by _____ ("**Agency Parcel Purchaser**") in connection with that certain Cost Sharing Agreement dated August __, 2008 (the "**Cost Sharing Agreement**") by and among Central Station Land LLC, a California limited liability company, HFH Central Station Village LLC, a California limited liability company, PCL Associates, LLC a Delaware limited liability company, BUILD West Oakland LLC, California limited liability company, 14th Street Associates, a California limited partnership, Pulte Home Corporation, a Michigan Corporation, and The Redevelopment Agency of the City of Oakland, a community redevelopment agency organized and existing under the California Community Redevelopment Law ("**Agency**"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Cost Sharing Agreement. A copy of the Cost Sharing Agreement is attached to this Addendum.

Agency Parcel Purchaser acquired from Agency [a ground leasehold interest in] [fee title to] the Agency Parcel on _____, 200_ (the "**Acquisition Date**"). Agency Parcel Purchaser hereby acknowledges and agrees for the benefit of the Parties to the Cost Sharing Agreement to perform each and every obligation of Agency Parcel Owner set forth in the Cost Sharing Agreement, and acknowledges and agrees that, as of the Acquisition Date, Agency Parcel Purchaser is a Party to the Cost Sharing Agreement. Agency Parcel Purchaser further acknowledges that Agency Parcel Purchaser and the Agency Parcel is bound by and is subject to the Memorandum and Agreement Concerning Cost Sharing Agreement dated August __, 2008 recorded _____, 2008 as instrument no. _____ in the Official Records of Alameda County, California.

For all purposes of the Cost-Sharing Agreement, Agency Parcel Purchaser's address for notices is: [TO BE ADDED.]

This Addendum to Cost Sharing Agreement has been executed by Agency Parcel Purchaser, delivered to the other Parties and incorporated into the Cost Sharing Agreement as of the date first written above.

[INSERT SIGNATURE BLOCK FOR AGENCY PARCEL PURCHASER]