

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Department of Employment Services



MAR 28 2008

Mr. Roderic L. Woodson
Partner & Co-Chair
DC Partner Group
Holland & Knight LLP
2099 Pennsylvania Avenue, N.W.
Washington, DC 20006

MAR 26 2008

Dear Mr. Woodson:

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and Center Place Holdings LLC.

Under the terms of the agreement, Center Place Holdings LLC is required to use DOES as the first source to fill all new jobs created as a result of the Center Place project, which will be located on parcels of land and air space bounded by Massachusetts Avenue, 2nd Street, E Street and 3rd Street, N.W. In addition, at least 51% of the newly created jobs must be filled by D.C. residents, as well as at least 51% apprentices and trainees must be District residents.

Center Place Holdings LLC should post their job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org. VOS is an advanced web-based workforce development system, which allows employers to place job orders and search for applicants by skill-set or position. The system also accommodates the employer looking for specific industrial and economic data and has a series of Internet links to a variety of issues and topics of interest to employers. Should you or your client need assistance in posting the job vacancies, please contact Job Bank at (202) 698-6001.

Also, enclosed is a Contract Compliance Form, which must be completed and submitted by Center Place Holdings LLC and their subcontractors each month. This form collects data on all new hires employed on the project. A DOES contract monitor will compare the information provided on this form with the actual employment and payroll records. If you have any questions regarding the Contract Compliance Form, please contact Shirley McKoy at (202) 698-5772.

Thank you for participating in the First Source Employment Agreement Program, and we are looking forward to working with you.

Sincerely,

A handwritten signature in black ink that reads "Susan O. Gilbert". The signature is written in a cursive style.

Susan O. Gilbert
Associate Director
Office of Employer Services

Enclosures

FIRST SOURCE EMPLOYMENT AGREEMENT

Contract Number: N/A

Contract Amount: N/A

Project Name: Center Place Holdings LLC

Project Address: Those parcels of land and air space bounded horizontally by Massachusetts Avenue, 2nd Street, E Street, and 3rd Street, all within the Northwest Quadrant of the District of Columbia.

Ward: Six (6)

Nonprofit Organization: No

This First Source Employment Agreement, in accordance with D.C. Law 14-24, D.C. Law 5-93 and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents, is between the District of Columbia Department of Employment Services, (hereinafter referred to as "DOES"), and Center Place Holdings LLC (hereinafter, referred to as "EMPLOYER"). Under this Agreement, the EMPLOYER will use DOES as its first source for recruitment, referral and placement of new hires or employees for new jobs created by this Project and will hire 51% District of Columbia residents for all new jobs created, as well, as 51% of apprentices employed in connection with the Project shall be District of Columbia residents registered in programs approved by the District of Columbia Apprenticeship Council.

I. GENERAL TERMS

- A. The EMPLOYER will use DOES as its first source for the recruitment, referral and placement of employees hired for jobs created at this Project.
- B. The EMPLOYER shall require all contractors and subcontractors for this Project with contracts totaling \$100,000 or more to enter into a First Source Employment Agreement with DOES consistent with the terms hereof.
- C. DOES will provide recruitment, referral and placement services to the EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES participation in this Agreement will be carried out by the Office of the Director, with the Office of Employer Services, which is responsible for referral and placement of employees, or such other offices or divisions designated by DOES.
- E. This Agreement shall take effect when signed by the parties below and shall be fully effective until construction of the Project has been completed.

- F. The EMPLOYER agrees to encourage retail tenants located at the Project to list employment opportunities connected to the opening of the business with DOES. In addition, the EMPLOYER will provide to DOES the name, address, contact person and telephone number of the initial Project retail tenants. The EMPLOYER will provide DOES with the information on the initial Project retail tenants no later than ten (10) business days from the date the lease is signed.
- G. This Agreement shall not be construed as an approval of the EMPLOYER'S bid package, bond application, lease agreement, zoning application, loan or contract/subcontract.
- H. DOES and the EMPLOYER agree that for purposes of this Agreement, new hires and jobs created by the Project (both union and nonunion) means those jobs created at the Project as a result of internal promotions, terminations and expansions of the EMPLOYER'S workforce, until construction of the Project has been completed.
- I. For purposes of this Agreement, apprentices as defined in D.C. Law 2-156 are included.
- J. If applicable, the EMPLOYER shall register an apprenticeship program with the D.C. Apprenticeship Council for construction or renovation contracts or subcontracts totaling \$500,000 or more. This includes any construction or renovation contract or subcontract signed as the result of, but is not limited to, a loan, bond, grant, Exclusive Right Agreement, street or alley closing, or a leasing agreement of real property for one (1) year or more.
- K. All contractors who contract with the Government of the District of Columbia to perform information technology work with a single contract or cumulative contracts of at least \$500,000, let within any twelve (12) month period shall be required to register an apprenticeship program with the District of Columbia Apprenticeship Council.
- L. The term "information technology work" shall include, but is not limited to, the occupations of computer programmer, programmer analyst, desktop specialist, technical support specialist, database specialist, network support specialist, and any other related occupations as the District of Columbia Apprenticeship Council may designate by regulation.

II. RECRUITMENT

- A. The EMPLOYER will complete the attached Employment Plan which will indicate the number of new jobs projected to be created at the Project, salary range, hiring dates, and union requirements, if any. The EMPLOYER will notify DOES of its specific need for new employees for jobs created at the Project as soon as that need is identified.

- B. Notification of specific needs, as set forth in Section II.A., must be given to DOES at least three (3) business days (Monday - Friday) before using any other referral source, and shall include, but need not be limited to, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment and work to be performed.
- C. Job openings to be filled by internal promotion from the EMPLOYER'S current workforce need not be referred to DOES for placement and referral.
- D. The EMPLOYER will submit to DOES, prior to starting work on the Project, the names and social security numbers of all current employees, including apprentices, trainees and laid off workers who will be employed on the Project.

III. REFERRAL

- A. DOES will screen and refer applicants according to the qualifications supplied by the EMPLOYER.

IV. PLACEMENT

- A. DOES will notify the EMPLOYER, prior to the anticipated hiring dates, of the number of applicants DOES will refer. DOES will make every reasonable effort to refer at least two qualified applicants for each job opening.
- B. The EMPLOYER will make all decisions on hiring new employees but will in good faith use reasonable efforts to select its new hires or employees from among the qualified persons referred by DOES.
- C. In the event DOES is unable to refer the qualified personnel requested, within three (3) business days (Monday - Friday) from the date of notification, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. In this event, the EMPLOYER will still be required to hire 51% District residents for the new jobs created at the Project consistent with D.C. Laws No. 5-93 and No. 14-24.
- D. After the EMPLOYER has selected its employees, DOES will not be responsible for the employees' actions and the EMPLOYER hereby releases DOES, and the Government of the District of Columbia, the District of Columbia Municipal Corporation, and the officers and employees of the District of Columbia from any liability for employees' actions.

V. TRAINING

The EMPLOYER agrees to provide a specialized skills and on-the-job training program for citizens and residents of the District of Columbia as set forth in the "Apprenticeship Training and Employment Program" agreement appended hereto as *Attachment A*. This

program will also give focus to citizens and residents who live in the immediately surrounding neighborhoods, and then beyond.

VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent this Agreement is in conflict with any laws, including labor laws, or governmental regulations, the laws or regulations shall prevail. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior understandings with respect thereto.
- B. DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER may be a party. However, the existence of any collective bargaining agreement(s), alone, shall not supersede the terms of this Agreement.
- C. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has made available, to the representative of any involved collective bargaining unit, a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, the EMPLOYER will provide them to DOES. Such comments or objections alone, however, will not alter, or be grounds to alter, the terms of this Agreement.

VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government-assistance valued at less than \$100,000.
- B. Employment openings the contractor will fill with individuals already employed by the EMPLOYER.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Suppliers located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in the Washington Standard Metropolitan Statistical Area.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, the EMPLOYER should transfer ownership or control of all or substantially all of its business concerns affected by this Agreement to any other party by lease, sale, assignment or otherwise, the EMPLOYER as a condition of transfer shall:
 - 1. Notify the party taking possession of the existence of the EMPLOYER'S Agreement.

2. Notify the party taking possession that full compliance with this Agreement is required.
 3. EMPLOYER shall advise DOES within ten (10) business days of the transfer. This advice will include the name of the party taking possession and the name and telephone of that party's representative.
- B. DOES shall monitor EMPLOYER'S performance under this Agreement. The EMPLOYER will cooperate in DOES' monitoring effort and will submit a Contract Compliance Form to DOES on a monthly basis.
- C. To assist DOES in the conduct of the monitoring review, the EMPLOYER will make available for review payroll and employment records for the review period indicated.
- D. If additional information relevant to the Agreement is needed during the review, the EMPLOYER will provide such information as may be reasonably necessary for DOES to determine compliance by EMPLOYER of its obligations under this Agreement.
- E. With the submission of the final request for payment from the District (if applicable), the EMPLOYER shall: (i) Document in a report to the Contracting Officer its compliance with the requirement that 51% of the new employees hired by the project be District residents; or (ii) submit a request to the Contracting Officer for a waiver of compliance with the requirement that 51% of the new employees hired by the project be District residents and include the following documentations: (a) Material supporting a good faith effort to comply; (b) referrals provided by DOES and other referral sources; and (c) advertisement of job openings listed with DOES and other referral sources. The "good faith effort" as described in the previous sentence shall mean commercially reasonable attempts to comply with the procedures and requirements set forth in this Agreement and the First Source Employment Program.
- F. If applicable, the Contracting Officer may waive the requirement that 51 % of the new employees hired by the project be District residents, if the Contracting Officer finds that: (a) a good faith effort to comply is demonstrated by the contractor; (b) the EMPLOYER is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area; The Washington Standard Metropolitan Statistical Area includes the District of Columbia, the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg; the Virginia Counties of Fairfax, Arlington, Prince William, Loudon, Stafford, Clarke, Warren, Fauquier, Culpepper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson; (c) the EMPLOYER enters into a special workforce development training or placement arrangement with DOES; or (d) DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the contract.
- G. The EMPLOYER and DOES, or such other agent as DOES may designate, may mutually agree to modify this Agreement.

H. Willful breach of this Agreement by the EMPLOYER, or failure to submit the Contract Compliance Report, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract; provided, however, that this provision does not apply to the terms or obligations set forth under Sections I.I., I.J., VIII.E., and VIII.F. hereof.

I. Non-compliance by the EMPLOYER with the provisions of this Agreement may result in appropriate sanctions as permitted by applicable District of Columbia laws existing as of the date of this Agreement.

IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)?

Yes _____ No X

If yes, please provide certification number: _____

X. Does your firm have an apprenticeship program registered with the D.C. Apprenticeship Council?

Yes _____ No X

If yes, please provide registration number: _____

XI. Is your firm a subcontractor on the Project?

Yes _____ No X

If yes, please name the prime contractor: _____

[Signatures on Following Page]

Dated this 21 day of Feb, 2008

Center Place Holdings LLC, a
Delaware limited liability company

By: LDS Investment Group LLC,
its Member

By: LDA Advisors LLC, its
Managing Member


Signature

Robert Braunohler
Printed Name

Address:

Louis Dreyfus Property Group
1101 New York Avenue NW
Ste 909
Washington, D.C. 20005


Susan O. Gilbert
DEPARTMENT OF EMPLOYMENT SERVICES

EMPLOYMENT PLAN

Instructions:

- o Submit original to the Department of Employment Services (DOES) as an Exhibit to the First Source Employment Agreement.
- o Upon approval of the Project by the originating agency, DOES will contact Employer.

NAME OF
FIRM Center Place Holdings LLC

ADDRESS _____, Washington, D.C. 2

TELEPHONE NUMBER (202- -) _____ FEDERAL IDENTIFICATION NO. _____

CONTACT
PERSON _____ TITLE _____

TYPE OF
BUSINESS Real Estate Developer

ORIGINATING DISTRICT
AGENCY _____

TYPE OF PROJECT: _____ FUNDING AMOUNT: _____
PROJECTED START DATE _____ PROJECT DURATION _____

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this project.

	JOB TITLE	# OF JOBS		SALARY RANGE	UNION MEMBERSHIP IF REQUIRED NAME LOCAL #	PROJECTED HIRE DATE
		F/T	P/T			
A						
B						
C						
D						
E						

Apprenticeship Training and Employment Agreement

This agreement is between the _____ hereinafter referred to as "_____", and Center Place Holdings LLC (hereafter referred to as the "Developer") for the development of improvements on those certain parcels of land and airspace bounded horizontally by Massachusetts Avenue, 2nd Street, E Street, and 3rd Street, all within the Northwest Quadrant of the District of Columbia (the "Project").

WHEREAS, the Developer and _____ have executed that certain *Land Disposition and Development Agreement* ("LDA") dated as of _____ ("Land Disposition Agreement") regarding the development of the Project; and,

WHEREAS, the Developer acknowledges a need to provide training and employment opportunities to Bona Fide District Residents in apprenticeable trades for building construction ("Training Program"), and desires to provide the Training Program as an additional amenity to the Project; and,

WHEREAS, the Developer also acknowledges the *Accords of Corporate, Civic, and Faith-Based Responsibility in the District of Columbia* and Developer's commitment thereto through the *Addendum* to those *Accords* (copies of which are appended hereto as *Exhibit A*); and

WHEREAS, this Agreement is intended to specify those steps to be taken by the Developer to facilitate training and employment opportunities for Bona Fide District Residents with particular focus on such residents from the neighborhood within which the Project is located and adjacent neighborhoods; and,

WHEREAS, this Agreement is also designed to inform (x) contractors with contracts aggregating \$100,000 dollars or more for construction or renovation of their obligations to comply with the requirements of the First Source Employment Act, D.C. Law No. 5-93, *as amended*, for recruitment, referral, and placement of District of Columbia residents, and (y) contractors with contracts aggregating \$500,000 or more for construction or renovation of their obligation to comply with the requirements of D.C. Law No. 2-153, *as amended*, for participation in an apprenticeship program registered with the D.C. Apprenticeship Council.

First Source Employment Agreement and Apprenticeship Registration

1. Each contractor, at every tier, who meets the \$100,000 threshold amount, must enter into a First Source Employment Agreement with the D.C. Department of Employment Services consistent with the requirements of D.C. Law No. 5-93, *as amended*.

2. Each contractor, at every tier, who meets the \$500,000 threshold amount, must participate in an apprenticeship program registered with the D.C. Apprenticeship Council pursuant to D.C. Law No. 2-156, *as amended*.

Pre-Apprenticeship Training Program

3. The Developer will identify and engage a Workforce Intermediary to:
 - (a) identify (with the consent of the Developer) recognized Job/Apprenticeship Preparation Programs for Bona Fide District Residents (including Bona Fide District Residents who are also ex-offenders) and coordinate their participation in the Training Program;
 - (b) provide and implement appropriate screening methods which identify a minimum of ten (10) Bona Fide District Residents for referral to recognized Job/Apprenticeship Preparation Programs;
 - (c) coordinate with officials of the Court Services and Offender Supervision Agency (CSOSA) for referral of ex-offenders (who are Bona Fide District Residents) to a Job/Apprenticeship Preparation Program and/or to a Project contractor for participation in a registered apprenticeship training program;
 - (d) plan and conduct apprenticeship career fairs in a diligent effort to recruit eligible Bona Fide District Residents for apprenticeship opportunities. At least one (1) such career fair will be conducted prior to commencement of construction, and at least two (2) such career fairs will be conducted during each year of construction of the Project. Each career fair will emphasize recruitment of Bona Fide District Residents from the neighborhood within which the Project is located and adjacent neighborhoods. All contractors engaged on the Project and employing individuals in an apprenticeable trade or trades will participate in each career fair with employment opportunities;
 - (e) devise and implement a mechanism to track the progress of each Bona Fide District Resident from referral to an apprenticeship preparation program through any period of employment on the Project with a contractor's registered apprenticeship training program;
 - (f) prepare, or assist in the preparation of, such reports regarding activities associated with recruitment and training or apprentices as may be specified by the developer; and
 - (g) consult with the National Work Readiness Council, together with identified Job/Apprenticeship Preparation Programs, to provide a "Work-Readiness Credential" for each Bona Fide District Resident identified and/or referred to each contractor engaged on the Project for apprenticeship employment and training.
4. All contractors engaged on the Project will cooperate with the Workforce Intermediary.
5. The Workforce Intermediary will regularly consult with the DC Apprenticeship Council and the DC Department of Employment Services throughout the pre-construction and construction period.
6. Each Bona Fide District Resident who has been enrolled in a participating Job/Apprenticeship Preparation Program, who has successfully completed such program, and who qualifies for entry into a formal apprenticeship program registered with the DC Apprenticeship Council will receive employment with contractors engaged on the Project.
7. All contractors engaged on the Project utilizing apprenticeable trades will maintain, or directly participate, in an apprenticeship training program registered with the DC Apprenticeship Council consistent with the provisions of D.C. Law 2-156, *as amended*.
8. Two-Thirds (2/3) of all New Apprentices employed on the Project must be Bona Fide District Residents. Each contractor engaged on the Project will employ only Bona Fide District Residents as New Apprentices.
9. All contractors will cooperate with the Developer and the Workforce Intermediary in preparation of a quarterly report, substantially in accordance with *Exhibit B* ("Tracking Report"). The Tracking Report will note the number and identity of Bona Fide District Residents, and, among other things,

(i) who applied for apprenticeship training (ii) who were selected for apprenticeship training (iii) who were not selected for such training and the reasons therefore and (iv) the current employment status of such individuals. Such report will be submitted to the DC Office of Apprenticeship within the DC Department of Employment Services.

10. Implementation of, and participation in, this Training Program by the Developer and each contractor engaged on the Project will constitute a demonstrated good-faith effort to comply with the Section 8.4 of the Land Disposition Agreement, and any applicable First Source Employment Agreement. *It is acknowledged, however, that implementation and compliance with the terms of this Agreement is not intended to, nor shall be construed to, waive the obligation of the Developer and all affected contractors from compliance with the First Source Employment Act.*

11. Developer will use commercially reasonable efforts to ensure that the General Contractor and all sub-contractors with individual contracts of \$500,000.00 or more, who will provide the actual employment and training opportunities created by the Project agree to utilize the Workforce Intermediary, as well as DOES, as a key sources of new apprentices hired.

12. Developer will document its efforts to obtain candidates for entry into a registered apprenticeship program and who have obtained a "Work-Readiness Credential" under the terms of this Agreement to fulfill job training opportunity goals related to the Project.

Definitions

13. For purposes of this agreement, the term

(a) "Bona Fide District Resident" means an individual who is identified as a resident of the District of Columbia through such documentation or proof as the Workforce Intermediary deems appropriate with the consent of the Developer.

(b) "Job/Apprenticeship Preparation Program" means a job-readiness program approved by the Workforce Intermediary (with the consent of the Developer) where program participants receive instruction regarding employment and employment retention life-skills and where such program is sponsored by an organization such as the Jobs Partnership, Goodwill, Urban League, OIC, United Planning Organization, or other similar community-based, non-profit, or faith-based entities.

(c) "New Apprentice" means a Bona Fide District Resident who is indentured on or after the date, the affected contractor executes an agreement with the Developer to work on the Project.

(d) "Project" means that undertaking by the Developer to construct improvements on those certain parcels of land and airspace bounded horizontally by Massachusetts Avenue, 2nd Street, E Street, and 3rd Street, all within the Northwest Quadrant of the District of Columbia.

(d) "Workforce Intermediary" means the JOBS Coalition or such other entity as may be identified by the Developer in its sole discretion.

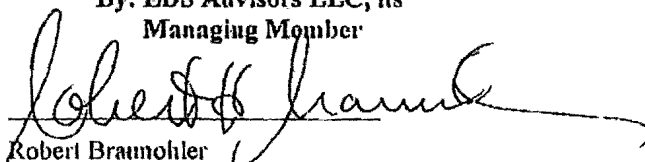
(e) "Work-Readiness Credential" means that certification which memorializes the completion of a recognized Job/Apprenticeship Preparation Program by a Bona Fide District Resident.

[Signature Pages Follow]

Center Place Holdings LLC, a Delaware
Limited Liability Company

By: LDS Investment Group LLC,
Its Member

By: LDS Advisors LLC, its
Managing Member



A handwritten signature in black ink, appearing to read "Robert Braumohler", written over a horizontal line.

Robert Braumohler

Regional Vice President

Louis Dreyfus Property Group

2/21/08

Date

{ District of Columbia Signature Block }

Exhibit A

Accords of Corporate, Civic, and Faith-Based Responsibility in the District of Columbia

Preamble

The District of Columbia is experiencing a renaissance period of growth and prosperity, an environment in which the Citizens of the District should fully realize the many benefits which will accrue to those who participate. It is therefore imperative that we, the undersigned, seek ways to develop and sustain meaningful employment for our young people, the underserved, those who are unemployed, and the returning ex-offender. We realize the future well-being of the District will only be secured through joint efforts to share this prosperity among all of the residents of this broad and diverse City.

Objectives

The objectives of these Accords are to remove barriers that prevent meaningful employment, and to provide educational and training opportunities for all District residents so that they may secure and maintain gainful employment.

The Accords

The undersigned businesses, organizations, and clergy agree to and enter into these Accords with a commitment:

- To provide effective training and employment opportunities for District residents who are underserved, unemployed or returning ex-offenders
- To support preparatory undertakings and initiatives designed to instill job-readiness capabilities to the unemployed/hard-to-employ and returning ex-offenders
- To support the re-invigoration, modernization, and expansion of vocational and technical education within the schools of the District as well as adult vocational education opportunities for programs leading to employment in the skilled trades and occupations
- To establish, fund, and maintain a foundation(s) that will help support vocational and technical educational courses for high school students and adults; provide scholarships for advanced training in skilled trades and occupations; and where appropriate, provide stipends for deserving applicants while in training

As responsible corporate, organizational, and ecumenical citizens of Washington, D.C. who endorse these Accords, we will apply these commitments with integrity that is consistent, legitimate, and appropriate with and to our positions in the community.

We will develop and implement policies and procedures to measure our commitment to these Accords.

We believe the application of these Accords will advance cooperation among and between the many facets of our City; will facilitate effective public/private partnerships; and will achieve enhanced tolerance and understanding, all toward securing viable, sustaining, and rewarding employment for the Citizens of the District of Columbia.

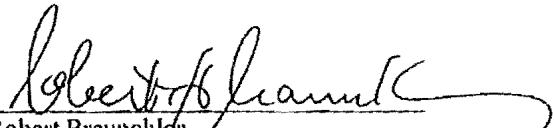
**Addendum to Accords
of
Corporate, Civic, and Faith-Based
Responsibility in the District of Columbia**

Center Place Holdings LLC, in recognition of its commitment to the citizens and residents of the District of Columbia through the *Accords of Corporate, Civic, and Faith-Based Responsibility in the District of Columbia*, hereby agrees to provide apprenticeship training and employment opportunities in connection with the development of a Project being undertaken to construct improvements on those certain parcels of land and airspace bounded horizontally by Massachusetts Avenue, 2nd Street, E Street, and 3rd Street, all within the Northwest Quadrant of the District of Columbia as set forth in that certain "Apprenticeship Training and Employment Program", dated as of 2/21, 2008.

Center Place Holdings LLC, a
Delaware limited liability company

By: LDS Investment Group LLC,
its Member

By: LDS Advisors LLC, its
Managing Member



Robert Braunschler
Regional Vice President
Louis Dreyfus Property Group

2/21/08
Date