PROJECT COORDINATOR AGREEMENT

THIS PROJECT COORDINATOR AGREEMENT is entered into as of the 26th day of June, 1990, by and between The Trust for Public Land ("TPL"), a California corporation, and Telesis Corporation ("Telesis"), a Delaware corporation.

RECITALS

WHEREAS, TPL and Telesis, by letter agreement dated January 15, 1986 (a copy of which is attached), set forth certain terms and conditions pursuant to which Telesis has acted as Project Coordinator of the Parkside development located in Northeast Washington, D.C. (the property and improvements subject to such development being referred to herein collectively as the "Property"), which letter agreement was approved by Consumers United Insurance Company ("CUIC"); and

WHEREAS, such letter agreement was amended by that certain letter agreement dated March 25, 1986 (a copy of which is attached) (the letter agreement, as amended, being referred to herein as the "Original Project Coordinator Agreement"); and

WHEREAS, planning of infrastructure modifications to the Property has been completed and construction of such modifications is ongoing; and

WHEREAS, residential planning has been completed and townhouse construction is ongoing; and

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WHEREAS, TPL and Telesis, with the approval of CUIC, have agreed to modify and restate the terms and conditions of the Original Project Coordinator Agreement to more appropriately reflect the progress in the development of the Property and the current responsibilities of Telesis as the Project Coordinator;

NOW, THEREFORE, in consideration of the premises, covenants and agreements provided herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby modify and restate, in its entirety, the Original Project Coordinator Agreement as follows:

1. Duties. Telesis' primary duties as Project Coordinator shall be to (i) continue oversight of the development planning process; (ii) determine the order and scale of development; (iii) establish the appropriate mix of residential, commercial, retail and other uses for the Property; (iv) apply for and obtain financing, both public and private, for development of the Property; (v) carry out the development of improvements to the Property; (vi) contract for and undertake the construction of improvements to the Property; (vii) produce a final development plan with site and building plans for individual parcels as described in Section 4; and (viii) do all other things necessary or convenient to carry out the development of the Property in accordance with the

final development plan. By way of example, but not of limitation, Telesis or its affiliates, on behalf of TPL, shall (a) represent TPL in all negotiations with the United States Department of Housing and Urban Development and/or the District of Columbia Department of Housing and Community Development ("DHCD") relating to all grant or loan applications relating to the Property; (b) coordinate the bidding process for construction of townhouses on the Property; (c) negotiate agreements for construction of, and/or construct, all development on the Property; (d) coordinate activities and funding of the Parkside Youth Project; (e) administer all grants and loans approved pursuant to the amendments to that certain Tri-Party Agreement dated November 6, 1985 between and among TPL, CUIC and DHCD (the "Tri-Party Agreement"); and (f) subject to approval by CUIC, act as developer of any or all projects at or on the Property.

2. Work Plan. Telesis has prepared a work plan entitled "Parkside: A Wealth of Opportunity for Community Growth," which was approved by TPL and CUIC in 1986, and which may be revised from time to time with the prior approval of TPL and CUIC. Revisions to the plan may include: (i) a flow chart of the proposed planning process; (ii) a schedule for that process; and (iii) a list of the proposed alternative uses for the Property which are to be explored.

3. Planning Process. Telesis shall carry out the planning process outlined in the work plan. This process

shall include (i) site evaluation from an architectural, engineering and legal standpoint; (ii) market analysis, when appropriate; (iii) analysis of alternative uses for the Property; (iv) cost estimates; (v) financing proposals; (vi) coordination with community organizations and residents; (vii) discussions with District of Columbia officials and community residents to consider matters of site development as they affect financing, education, recreation, health, jobs and public safety; (viii) identification of assistance needed from the District of Columbia and other governmental entities; and (ix) identification of potential lessees and other potential users of the Property. Telesis shall make progress reports to TPL and CUIC so that TPL's and CUIC's input may be incorporated into the planning process.

4. Development Plans.

(a) A development plan was submitted to DHCD and CUIC on November 18, 1987 and was approved as the current development plan by DHCD by a letter dated February 9, 1988 and concurrently by CUIC.

(b) After the planning process is completed, Telesis shall submit a final development plan. The plan shall include proposals covering the following topics: (i) the appropriate mix of residential, commercial, retail and other uses for the Property, and the proportion of available resources to be devoted to each use; (ii) a schedule describing the phases in which development of the Property

shall occur; (iii) financing from both public and private sources, including investment participation by community residents; (iv) infrastructure modifications and cost estimates; (v) zoning and other land use requirements, if any; (vi) participation of community and other not-for-profit organizations, as well as any government involvement that may be necessary or helpful; and (vii) selection of an appropriate developer or developers.

5. Consultants. Subject to the approval of CUIC, Telesis shall select all consultants, land planners, architects, engineers, and other professionals as provided in the Tri-Party Agreement.

6. Approval of Outlays. Telesis shall submit to TPL and CUIC requests for compensation owed to any consultants or other professionals hired as described in Section 5, or for any other outlays required during the planning, predevelopment and/or development processes, in each case, along with documentation evidencing such obligations. CUIC may advance funds for these purposes on behalf of TPL pursuant to the CUIC Note and the CUIC Deed of Trust (as defined in the Tri-Party Agreement), as amended.

7. Compensation. In consideration of its performance of this Agreement, Telesis shall be paid Five Thousand Dollars ($5,000) on the first day of each month until completion of the final development plan. Telesis also shall receive reimbursement of all out-of-pocket expenses incurred in connection

with its performance of this Agreement, including general administrative and overhead expenses.

8. Term and Termination. This Agreement shall remain in effect from and after the date hereof until completion of the final development plan, unless earlier terminated as provided herein. TPL may terminate this Agreement at any time upon written notice, provided that, CUIC shall have given prior written approval of such termination. Telesis also may terminate this Agreement at any time upon written notice to TPL and CUIC. Upon the expiration or termination of this Agreement, Telesis shall make available to TPL and CUIC on a reasonable basis its work product relating to its performance of this Agreement. Upon termination of this Agreement, Telesis shall be compensated through the month in which the termination occurs, and TPL and CUIC shall have no further liability to Telesis thereafter.

9. Tri-Party Agreement. Telesis agrees to perform all other duties assigned to the Project Coordinator in the Tri-Party Agreement but not enumerated herein.

10. Supersession of Original Project Coordinator Agreement. Any right and/or obligation of the parties hereto and CUIC in respect of the subject matter hereof arising prior to the date hereof shall be governed by the Original Project Coordinator Agreement. From and after the date hereof, this Agreement shall supersede the Original Project Coordinator

Agreement and provide the entire agreement of the parties hereto with respect to the subject matter hereof.

11. Compliance With Laws. Telesis shall comply with all laws, regulations, rules and ordinances relating to its performance of this Agreement.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia.

13. Counterparts. This Agreement may be executed in counterparts.