TRI-PARTY AGREEMENT

THIS AGREEMENT is made and entered into as of the sixth day of November, 1985, by and among THE TRUST FOR PUBLIC LAND, a California not-for-profit corporation ("TPL"); CONSUMERS UNITED INSURANCE COMPANY, a Delaware corporation ("CUIC"); and THE DISTRICT OF COLUMBIA, a municipal corporation acting by and through the District of Columbia Department of Housing and Community Development ("DHCD").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Purchase Agreement, dated as of October 10, 1985, by and between BWH-Parkside Associates Limited Partnership (as seller) ("BWH-Parkside") and TPL (as purchaser) and consented to by DHCD (the "Purchase Agreement"), TPL is purchasing certain real property located in the District of Columbia and more particularly described in Exhibit A to the Purchase Agreement (the "Property"); and

WHEREAS, it is TPL's intent, following its acquisition of the Property, to commence a development planning process for the purpose of determining the appropriate mix of residential, commercial/retail, or light industrial uses for the Property, as well as the

BZA
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Board of Zoning Adjustment
District of Columbia
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EXHIBIT NO.8

order and scale of such developments, such planning process to last approximately eighteen (18) months and to be in conformity with the requirements of this Agreement; and

WHEREAS, CUIC has agreed to finance TPL's purchase of the Property and development planning with respect thereto through the making of a nonrecourse loan secured by a first deed of trust on the Property, which loan and security interest are evidenced by that certain Promissory Note of TPL to CUIC (the "CUIC Note") and by that certain Deed of Trust given by TPL (as grantor) to James W. Jones and Betsy E. Lehrfeld (as Trustees) (the "CUIC Deed of Trust"), both of even date herewith; and

WHEREAS, in order to facilitate development of the Property, DHCD has agreed to release a second and third priority security interest in the Property which it presently holds to secure certain obligations of BWH-Parkside to DHCD and, in lieu thereof, to accept a nonrecourse promissory note and second deed of trust from TPL in an amount equal to the previous obligations of BWH-Parkside, all as evidenced by that certain Promissory Note of TPL to DHCD (the "DHCD Note") and by that certain Deed of Trust given by TPL (as grantor)

to James R. Murphy (as Trustee) (the "DHCD Deed of Trust"), both of even date herewith; and

WHEREAS, the parties hereto have agreed on certain procedures to govern the disposition of all or portions of the Property to one or more third parties for development, following completion of the development planning process and the approval of the resulting development plan, all as more particularly set forth in this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the premises set forth above, the parties hereto agree as follows:

1. Maintenance of Property.

(a) TPL acknowledges that, under the provisions of the CUIC Deed of Trust and the DHCD Deed of Trust, TPL is required to pay all real estate and other taxes which are assessed against the Property, to provide for any insurance coverage with respect to the Property that may be required by CUIC, and to take such other actions and pay such other sums as may be necessary to insure that the Property is kept and

maintained in good order and repair and that all assessments and charges made against the Property which might result in a claim or lien against the Property are promptly paid. CUIC and DHCD recognize that, during the development planning process and pending transfer of all or portions of the Property to one or more third parties for development purposes, TPL may lack the current funds required to make such payments and to meet such obligations. Accordingly, CUIC agrees that, pending maturity of the CUIC Note (including any early maturity caused by an acceleration of the maturity date for reasons set forth in the CUIC Note and the CUIC Deed of Trust), CUIC may, upon the request of TPL timely made, advance to TPL such sums as shall be reasonably necessary to enable TPL to make the payments and to meet the obligations described in this Paragraph 1. As provided in the CUIC Deed of Trust, all funds so advanced by CUIC shall be secured by the CUIC Deed of Trust and shall bear interest and be payable in accordance with the provisions set forth therein.

(b) As part of its maintenance responsibilities described in subparagraph (a) of this Paragraph 1, TPL will take special care to insure that the project site is periodically cleared of litter and

is posted with "No Trespassing" and "No Dumping" signs. TPL shall also erect on the site such additional signs containing such additional information as CUIC and DHCD may from time to time direct.

2. Development Planning Process.

(a) Immediately following its acquisition of the Property, TPL shall appoint, with the approval of CUIC, a project coordinator (the "Project Coordinator") who shall, in turn, initiate a development planning process, designed to determine the approximate mix of residential, commercial/retail, or light industrial uses for the Property, as well as the order and scale of such developments, which planning process is expected to last approximately eighteen (18) months. Within ninety (90) days following the effective date of this Agreement, the Project Coordinator shall submit to CUIC and DHCD for their respective reviews and approvals a work plan and schedule for such planning process. Simultaneously therewith, the Project Coordinator shall also submit to CUIC for its review and approval the names of all consultants, land planners, architects, engineers, or other professionals proposed to be retained by the Project Coordinator to assist in such work. CUIC and DHCD shall each promptly, but in any event

within two (2) weeks from the date of submission, review the submissions of the Project Coordinator made pursuant to this subparagraph 2(a) and, if disapproving the same, shall advise the Project Coordinator specifically of the reasons for such disapproval and of steps which can be taken by the Project Coordinator to render such submissions acceptable.

(b) Within thirty (30) days of the effective date of this Agreement, DHCD shall appoint a representative of DHCD to serve as a liaison between the TPL development planning team and the various agencies of the District of Columbia concerned with the Property and the planning process. DHCD shall also use its best efforts (i) to insure the full cooperation of all agencies of the District of Columbia with the TPL development planning process; (ii) to make tax-exempt bond financing available in connection with the development; (iii) to provide some capital improvement funds necessary for the infrastructure of the development; (iv) to assist in obtaining any zoning modifications or approvals needed in connection with the development; and (v) to assist the developer or developers of the proposed projects in seeking available federal financial assistance for the proposed projects.

(c) TPL agrees that, as part of its development planning process, the Project Coordinator will appoint and convene advisory committees to consider matters of site development as they impact upon issues of finance, education, recreation, health, jobs, and public safety, and will consider the recommendations of such advisory committees in formulating its final development plan. Such advisory committees will include citizen representatives selected from the neighborhoods surrounding the Property.

(d) A total of one hundred twenty-five thousand dollars ($125,000) has been included in the loan evidenced by the CUIC Note to be used by TPL in undertaking the development planning process described in this Paragraph 2. Subject to the provisions of subparagraph (f) of this Paragraph 2, CUIC agrees that such funds may be drawn by TPL to cover the costs of preparing the work plan and schedule described in subparagraph (a) of this Paragraph 2 and, thereafter, to cover the costs of work consistent with the work plan and schedule and performed by the various consultants and other professionals approved as described in subparagraph (a), upon presentation of such invoices and other evidences of indebtedness as CUIC may reasonably require.

(e) DHCD agrees that, in addition to the funds described in subparagraph (d) of this Paragraph 2, it will provide one hundred twenty-five thousand dollars ($125,000) to be made available to TPL to assist in the funding of the development planning process described in this Paragraph 2. Such funds have been included in the indebtedness evidenced by the DHCD Note, and DHCD agrees that, subject to the provisions of subparagraph (f) of this Paragraph 2, such funds may be drawn by TPL to cover the costs of preparing the work plan and schedule described in subparagraph (a) of this Paragraph 2 and, thereafter, to cover the costs of work consistent with the work plan and schedule and performed by the various consultants and other professionals approved as described in subparagraph (a), upon presentation of such invoices and other evidences of indebtedness as DHCD may reasonably require.

(f) The funds described in subparagraphs (d) and (e) of this Paragraph 2 shall be made available by CUIC and DHCD on the explicit understanding that TPL will request and draw CUIC and DHCD funds on a pari passu basis. Both CUIC and DHCD reserve the right to require certifications or other reasonable evidence of TPL's compliance with this requirement.

(g) At the end of the development planning process, the Project Coordinator shall submit to CUIC and DHCD for their respective reviews and approvals a final development plan setting forth development recommendations in such detail and in such format as reasonably necessary to enable CUIC and DHCD to render such approvals. Among other requirements which may be imposed, such final development plan shall (i) describe the proposed development phases of the contemplated projects, (ii) set forth an overall financing plan for the proposed projects (including any proposal for the use of tax-exempt bond financing or other public funds), (iii) project infrastructure costs associated with the proposed projects, and (iv) describe all zoning modifications that will be necessary in connection with the contemplated projects. To the extent economically feasible, such final development plan shall also (i) include a plan for some equity participation in the contemplated development projects by one or more not-for-profit, community-based organizations and (ii) include a best efforts undertaking by the prospective developer or developers to promote individual investor participation in the contemplated development projects by residents of the surrounding neighborhoods. CUIC

and DHCD shall each promptly, but in any event within forty-five (45) days from the date of submission, review the final development plan and, if disapproving the same, shall advise the Project Coordinator specifically of the reasons for such disapproval and of steps which can be taken by the Project Coordinator to render the final development plan acceptable. Those portions of the final development plan describing the mix of residential, commercial/retail, or light industrial uses for the Property, as well as the order and scale of such developments, shall be in a form appropriate for recordation as a covenant running with the land, and TPL agrees that, upon approval by CUIC and DHCD, such portions shall be so recorded.

3. Disposition of Property.

(a) TPL agrees that it will, at any time and from time to time, (i) following approval of a final development plan by CUIC and DHCD as provided in subparagraph 2(g) of this Agreement or (ii) following the expiration of eighteen (18) months after the effective date of this Agreement, sell and convey all or any portion of the Property to any third party or parties designated by CUIC, providing only that, as part of any such transaction, TPL, following payment of amounts required

to be paid to CUIC and DHCD hereunder, shall be released from its obligations under the CUIC Note, the CUIC Deed of Trust, the DHCD Note, and the DHCD Deed of Trust, as such obligations relate to the portion of Property sold and conveyed. If less than all of the Property is directed by CUIC to be sold and conveyed at any given time, then the amounts required to be paid by TPL under the CUIC Note, the CUIC Deed of Trust, the DHCD Note, and the DHCD Deed of Trust as part of such transaction shall, at CUIC's option, be either (i) that percentage of TPL's total obligations under such instruments which is the same as the percentage obtained by dividing the acreage to be sold and conveyed as part of the proposed transaction by the total acreage constituting the Property or (ii) that percentage of TPL's total obligations under such instruments which is the same as the percentage obtained by dividing the fair market value of the portion of the Property to be sold and conveyed as part of such transaction by the total fair market value of the Property. For purposes of the preceding sentence, "fair market value" of all or portions of the Property shall be such value as is determined by mutual agreement of CUIC and DHCD or, absent such agreement, by an appraisal of the Property undertaken by a certified appraiser mutually acceptable to CUIC and DHCD. Unless other arrangements are made and mutually agreed to by the parties, the cost of any such appraisal shall be borne equally by CUIC and DHCD.

(b) CUIC agrees that, if a final development plan has been approved by CUIC and DHCD as provided in subparagraph 2(g) of this Agreement, any sale and conveyance directed by CUIC pursuant to subparagraph (a) of this Paragraph 3 shall be in accordance with the requirements of such final development plan, except to the extent that CUIC finds such requirements to be economically infeasible.

(c) Subject to subparagraph (d) of this Paragraph 3, DHCD agrees that, in connection with any sale and conveyance of all of the Property directed by CUIC pursuant to subparagraph (a) of this Paragraph 3, it will, upon CUIC's request and notwithstanding any provision of the DHCD Note or the DHCD Deed of Trust to the contrary, cancel the DHCD Note and release the DHCD Deed of Trust upon payment to it of a sum equal to (i) DHCD's actual cash investment in the Property, not to exceed the remainder derived by subtracting the sum of two million eighty thousand two hundred seventy-four dollars and eighty-nine cents ($2,080,274.89) and all additional amounts advanced by CUIC pursuant to Paragraph 1 of this Agreement from four million sixty-six thousand dollars ($4,066,000), and (ii) simple interest on the amount derived in clause (i) above,

~~to Paragraph 1 of this Agreement from four million sixty-six thousand dollars ($4,066,000), and (ii) simple interest on the amount derived in clause (i) above,~~ computed at the rate of 10 percent per annum on the basis of a three hundred sixty-five (365) day year. In the event that CUIC, pursuant to subparagraph (a) of this Paragraph 3, directs one or more sales and conveyances of portions of the Property, DHCD agrees, subject to subparagraph (d) of this Paragraph 3, to provide a partial release from the DHCD Note and the DHCD Deed of Trust in connection with each such transaction, at CUIC's option, upon payment to DHCD of either (i) that percentage of the sum calculated pursuant to the first sentence of this subparagraph (c) which is the same as the percentage obtained by dividing the acreage to be sold and conveyed as part of the proposed transaction by the total acreage constituting the Property or (ii) that percentage of the sum calculated pursuant to the first sentence of this subparagraph (c) which is the same as the percentage obtained by dividing the fair market value of the portion of the Property to be sold and conveyed as part of such transaction by the total fair market value of the Property. For purposes of the preceding sentence, "fair market value" of all or portions of the Property shall be such value

as is determined by mutual agreement of CUIC and DHCD or, absent such agreement, by an appraisal of the Property undertaken by a certified appraiser mutually acceptable to CUIC and DHCD. Unless other arrangements are made and mutually agreed to by the parties, the cost of any such appraisal shall be borne equally by CUIC and DHCD.

(d) Notwithstanding the provisions of subparagraph (c) of this Paragraph 3, if, at the time of any sale and conveyance directed by CUIC pursuant to subparagraph (a) of this Paragraph 3, it is mutually determined by CUIC and DHCD that the development project (or so much thereof as is affected by the proposed sale and conveyance) will not be economically feasible without a further reduction in debt, DHCD agrees that it will, in good faith, consider a further reduction in the amount required to release the DHCD Note and the DHCD Deed of Trust.

(e) Notwithstanding any other provision of this Paragraph 3, CUIC may (i) upon the expiration of eighteen (18) months from the effective date of this Agreement (and regardless of whether or not a final development plan has been approved as provided in subparagraph 2(e) of this Agreement) and (ii) at any time mutually agreed by CUIC and DHCD, require the

purchase by DHCD of the CUIC Note and the CUIC Deed of Trust for an amount equal to the total amount then secured by the CUIC Deed of Trust less any amount advanced by CUIC pursuant to subparagraph 2(d) of this Agreement (for development planning purposes). DHCD agrees that it will purchase such CUIC Note and CUIC Deed of Trust for such amount within thirty (30) days of its receipt of written notice from CUIC that CUIC is requiring such purchase. Immediately upon DHCD's purchase of the CUIC Note and CUIC Deed of Trust as provided in this subsection 3(e), TPL shall transfer and convey the Property (or so much thereof as has not been previously conveyed) to DHCD in exchange for the release of the CUIC Note, the CUIC Deed of Trust, the DHCD Note, and the DHCD Deed of Trust.

(f) TPL agrees that, so long as the CUIC Note or the DHCD Note remains outstanding and the CUIC Deed of Trust or the DHCD Deed of Trust remains in force, it will not sell, convey, or otherwise dispose of its interest in the Property or any portion thereof other than in conformity with the provisions of this Paragraph 3.

4. Validity and Priority of Liens.

(a) DHCD agrees that it will not, directly or indirectly, contest or otherwise call into question the validity or priority of the CUIC Note or the CUIC Deed of Trust, or of any portion thereof, in any forum or proceeding whatsoever. DHCD further hereby forever waives any claim or defense it may now or hereafter have against the enforcement of the CUIC Note and the CUIC Deed of Trust in accordance with their terms and as a prior secured interest to the DHCD Note and the DHCD Deed of Trust.

(b) Provided that DHCD shall not be in breach of its obligations under this Agreement, CUIC agrees that it will not directly or indirectly contest or otherwise call into question the validity or priority of the DHCD Note or the DHCD Deed of Trust, or any portion thereof, in any forum or proceeding whatsoever. Provided that DHCD shall not be in breach of its obligations under this Agreement, CUIC further waives any claim or defense it may now or hereafter have against the enforcement of the DHCD Note and the DHCD Deed of Trust as a second lien on the Property.

5. Representations and Warranties.

(a) TPL represents, warrants, and acknowledges that, as of the effective date of this Agreement:

(1) It is a not-for-profit corporation duly organized and validly existing pursuant to the laws of the State of California; it is registered and licensed to do business in the District of Columbia; and it has the requisite power and authority to enter into this Agreement, the CUIC Note, the CUIC Deed of Trust, the DHCD Note, and the DCHD Deed of Trust;

(2) This Agreement, the CUIC Note, the CUIC Deed of Trust, the DHCD Note, and the DHCD Deed of Trust have been duly authorized and constitute valid and legally binding obligations enforceable against it in accordance with their terms, except as limited by bankruptcy or other similar laws relating to or affecting the enforcement of creditors' rights;

(3) There is no action or proceeding pending or threatened, known to it, which questions the validity or the prospective validity of this Agreement, the CUIC Note, the CUIC Deed of Trust, the DHCD Note, or the DHCD Deed of Trust insofar as such validity relates to its authority, or any essential

element upon which this Agreement depends, or any action to be taken by it pursuant to this Agreement or in connection with the present transactions; and

(4) Insofar as its capacity to carry out any obligation under this Agreement, the CUIC Note, the CUIC Deed of Trust, the DHCD Note, or the DHCD Deed of Trust is concerned, its execution of, and the performance pursuant to the provisions of such documents and instruments will not result in the breach or violation of any provision of its articles of incorporation or bylaws or of any statute, regulation, agreement, judgment, or decree to which it is subject.

(b) CUIC represents, warrants, and acknowledges that, as of the effective date of this Agreement:

(1) It is a corporation duly organized and validly existing pursuant to the laws of the State of Delaware; it is registered and licensed to do business in the District of Columbia; and it has the requisite power and authority to enter into this Agreement and the CUIC Deed of Trust;

(2) This Agreement and the CUIC Deed of Trust have been duly authorized and constitute valid

and legally binding obligations enforceable against it in accordance with their terms, except as limited by bankruptcy or other similar laws relating to or affecting the enforcement of creditors' rights;

(3) There is no action or proceeding pending or threatened, known to it, which questions the validity or the prospective validity of this Agreement or the CUIC Deed of Trust insofar as such validity relates to its authority, or any essential element upon which this Agreement depends, or any action to be taken by it pursuant to this Agreement or in connection with the present transactions; and

(4) Insofar as its capacity to carry out any obligation under this Agreement or the CUIC Deed of Trust is concerned, its execution of, and performance pursuant to, the provisions of such documents and instruments will not result in the breach or violation of any provision of its articles of incorporation or bylaws or of any statute, regulation, agreement, judgment, or decree to which it is subject.

(c) DHCD represents, warrants, and acknowledges that, as of the effective date of this Agreement:

(1) This Agreement and the DHCD Deed of Trust have been duly authorized and constitute valid and legally binding obligations enforceable against it in accordance with their terms, except as limited by bankruptcy or other similar laws relating to or affecting the enforcement of creditors' rights;

(2) There is no action or proceeding pending or threatened, known to it, which questions the validity or the prospective validity of this Agreement or the DHCD Deed of Trust insofar as such validity relates to its authority, or any essential element upon which this Agreement depends, or any action to be taken by it pursuant to this Agreement or in connection with the present transactions; and

(3) Insofar as its capacity to carry out any obligation under this Agreement or the DHCD Deed of Trust is concerned, its execution of, and performance pursuant to, the provisions of such documents and instruments will not result in the breach or violation of any provision of any statute, regulation, agreement, judgment, or decree to which it is subject; and

(4) Insofar as legally required, it has committed sufficient funds to satisfy its obligations

under this Agreement and will insure that such funds remain available for such purpose until required to be expended in accordance with the provisions hereof or until such obligations are otherwise satisfied or discharged.

6. Amendment and Construction.

(a) This Agreement may be supplemented or amended only by a writing signed by the parties hereto.

(b) The captions contained herein are for convenience only and shall be disregarded in the construction of this Agreement. All references herein to any gender or number shall be deemed to include all others, as the context may require.

7. Assignment. Except as provided herein, no right, benefit, or advantage inuring to any party pursuant to this Agreement and no obligation or liability undertaken by any party pursuant to this Agreement may be assigned without the prior written approval of the other parties hereto.

8. Successors and Assigns. The covenants provided in this Agreement shall be binding upon and inure to the benefit of the successors and in the event of a

valid assignment pursuant to Paragraph 7, the assigns of the parties hereto.

9. Execution in Counterparts. This Agreement may be executed in counterparts, which counterparts shall be deemed to be originals and shall together constitute one and the same instrument.

10. Cumulative Rights and Remedies. All rights and remedies of the parties under this Agreement shall be cumulative.

11. Nonmerger. Each representation and warranty contained herein shall survive the closing of any transactions contemplated in this Agreement unless waived in writing by the party for whose benefit such representation or warranty was made.

12. Severability. The invalidity of any paragraph, subparagraph, or provision of this Agreement shall not affect the validity of any other paragraph, subparagraph, or provision hereof.

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

14. Additional Instruments and Documents. The parties hereto agree to execute and deliver such additional instruments and documents as shall be necessary or desirable to give effect to the provisions of this Agreement, even if such instruments and documents must be executed after the effective date of this Agreement.

15. Waiver of Rights. The failure of any party to exercise any right or remedy hereunder shall not impair any of its rights nor be deemed a waiver thereof and no waiver of any of its rights shall be deemed to apply to any other such rights nor shall such waiver be effective unless in writing and signed by the party.

16. Time of the Essence. Time shall be deemed of the essence in interpreting this Agreement.

17. Notices.

(a) All notices required or permitted under this Agreement shall be in writing.

(b) Any communication to TPL shall be deemed effective for all purposes as of the date such communication is personally delivered to or received by registered or certified mail, return receipt requested, at 666 Broadway (Ninth Floor), New York, New York 10012

(Attn: Peter R. Stein), or at such other address as may be furnished in writing by TPL to the other parties hereto, with a copy of such communication personally delivered or mailed in a similar manner to James S. Turner, Esq., Swankin & Turner, 1424 16th Street N.W., Washington, D.C. 20036.

(c) Any communication to CUIC shall be deemed effective for all purposes as of the date such communication is personally delivered to or received by registered or certified mail, return receipt requested, at 2100 M Street, N.W., Washington, D.C. 20037 (Attn: Betsy E. Lehrfeld), or at such other address as may be furnished in writing by CUIC to the other parties hereto, with a copy of such communication personally delivered or mailed in a similar manner to James W. Jones, Esq., Arnold & Porter, 1200 New Hampshire Avenue, N.W., Washington, D.C. 20036.

(d) Any communication to DHCD shall be deemed effective for all purposes as of the date such communication is personally delivered to or received by registered or certified mail, return receipt requested, at 1133 North Capital Street, N.E., Washington, D.C. 20002 (Attn: Madeline Petty, Director), or at such other address as may be furnished in writing by DHCD to the

other parties hereto, with a copy of such communication personally delivered or mailed in a similar manner to James R. Murphy, Esq., Deputy Corporation Counsel, 1133 North Capitol Street, N.E., Washington, D.C. 20002.

18. Effective Date. The effective date of this Agreement shall be the date on which (i) the Agreement shall have been executed by all parties hereto and (ii) the CUIC Deed of Trust and the DHCD Deed of Trust shall have been recorded in the land records of the District of Columbia.

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the parties hereto as of the date first above written.

WITNESS:_____

THE TRUST FOR PUBLIC LAND

By_____

Its_____

WITNESS:_____

CONSUMERS UNITED INSURANCE COMPANY

By_____

Its_____

THE DISTRICT OF COLUMBIA,
acting by and through the
District of Columbia
Department of Housing and
Community Development

WITNESS:

By _____