



FILED
OFFICE OF THE CITY CLERK
OAKLAND
2014 MAR 27 PM 12:45

AGENDA REPORT

TO: FRED BLACKWELL
CITY ADMINISTRATOR

FROM: Rachel Flynn

SUBJECT: Brooklyn Basin Non-Affiliate Transfer

DATE: March 17, 2014

City Administrator
Approval

Date

3/26/14

COUNCIL DISTRICT: 2

RECOMMENDATION

Staff requests that the City Council conduct a public hearing and upon conclusion adopt:

A Resolution Consenting To The Transfer And Assignment Of The Development Agreement For The Oak To Ninth (Brooklyn Basin) Project From Oakland Harbor Partners, LLC, to Zarsion-OHP I, LLC, Pursuant To The Development Agreement and Planning Code Section 17.138.080

EXECUTIVE SUMMARY

Signature Development Group, on behalf of Oakland Harbor Partners (the developer), requests City Council consent to a non-affiliate transfer of interest in the Brooklyn Basin Project (formerly known as "Oak to Ninth Mixed Use Development Project") to ZOHP-I, LLC. The Brooklyn Basin Project is subject to the Development Agreement (DA) between the City of Oakland, Redevelopment Agency of the City of Oakland, and Oakland Harbor Partners, LLC, dated July 18, 2006. The DA requires written consent by the City Council for non-affiliate transfers of interest.

OUTCOME

Adopting the resolution would result in a change in interest in the Brooklyn Basin Project. The City would be engaging in the adopted DA with a newly formed non-affiliate, ZOHP-I, LLC. ZOHP-I, LLC, as demonstrated below, brings increased financial performance to a project that is of high value to the City of Oakland.

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BACKGROUND/LEGISLATIVE HISTORY

The planned Brooklyn Basin Project consists of a mix of residential, retail/commercial, civic, and parks and open space uses approved by the Planning Commission on March 15, 2006, and for which a Development Agreement was executed on July 18, 2006 by the City Council. The project sponsors plan to construct up to 3,100 residential units, 200,000 square feet of ground-floor commercial space, a minimum of 3,950 parking spaces, 29.9 acres of parks and public open space, two renovated marinas (total 170 boat slips), and an existing wetlands restoration area. The existing buildings on the site will be demolished with the exception of a portion of the Ninth Avenue Terminal shed building and the Jack London Aquatic Center. The project does not include approximately six acres of privately-held property along and east of 5th Avenue that contain a mix of commercial and industrial uses, as well as a small community of work/live facilities.

ANALYSIS

The proposed project is a transfer of interest in the Brooklyn Basin Project from the developer to a non-affiliate transferee.

The transferee, ZOHP-I, LLC-I, includes an original affiliate to the DA, OHP. OHP requests consideration of a transfer to a non-affiliate that includes OHP and Zarsion America, Inc. (Zarsion). Zarsion brings significant financial support and additional development expertise to the project.

Staff has identified the following issues for discussion related to this request for a transfer to a non-affiliate for Brooklyn Basin:

Compliance with the Development Agreement

The DA Article X includes limitations on the developer's right to transfer (see *Attachment A: DA Article X*). Specifically, Section 10.3 requires written consent of the City Council for a Non-Affiliate transfer. In addition, Section 10.3.b requires that the applicant demonstrate that the transferee has the ability to (1) perform the obligations under this Agreement to be assumed by the proposed Transferee and (2) implement the portion of the Project to be constructed on the portion of the Project Site to be acquired by the proposed Transferee" The DA further provides that this information and documentation shall be reviewed at a properly noticed public meeting of the City Council. The City Council shall approve the Transfer if it determines that, "(x)all conditions precedent to Transfer pursuant to Section 10.2 have been fulfilled; and (y) the prospective Transferee has the experience and financial capacity to fulfill the obligations to be assumed by such Transferee."

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Consistent with the requirements of the DA, the developer has identified ZOHP-I, LLC.-I (transferee), a joint venture between the original Project Developer (OHP) and Zarsion America, Inc., an affiliate of Zarsion Holding Group. In addition, the developer has submitted information indicating that the transferee is committed to the growth and development of Oakland (as evidenced by OHP's extensive successful Oakland-based development projects and Zarsion Holding Group's significant investment in the Brooklyn Basin project), and is financially prepared to fulfill the terms of the DA (as evidenced by greater than \$46 million in total assets). See *Attachment B: ZOHP-I letter dated February 14, 2014* for complete details of transferee qualifications.

Compliance with the Oakland Planning Code

The Oakland Planning Code Chapter 17.138 Development Agreement Procedure includes requirements for transfers of interest by the developer (see *Attachment C: Planning Code Chapter 17.138 Development Agreement Procedure*) for complete regulations regarding DAs. Specifically, Section 17.148.080 Adherence to development agreement, and amendment or cancellation by mutual consent states that "the interests of the applicant may not be transferred or assigned to a new person without the written consent of the city." The applicant is in compliance with this requirement by having submitted a request for City Council consideration of the proposed transfer.

PUBLIC OUTREACH/INTEREST

This item did not require any additional public outreach other than the required posting on the City's website.

COORDINATION

Staff has consulted with the City Attorney's Office and with the Budget Office in the preparation of this staff report and review of this proposal.

COST SUMMARY/IMPLICATIONS

The proposed project is the transfer of interests owned by and under Port of Oakland jurisdiction from a party to the DA to a non-affiliate. The project would not have any direct fiscal impact on the City of Oakland.

PAST PERFORMANCE, EVALUATION AND FOLLOW-UP

The project is subject to the DA. City staff most recently performed a DA Compliance review in February 2014 and found the project to be in compliance with the terms of the DA at that time (see *Attachment D: Development Agreement Annual Compliance Report*).

SUSTAINABLE OPPORTUNITIES

Economic: The proposed transfer of interests would allow a financially sound transferee to take on the responsibility of fulfilling the vision of the Brooklyn Basin Project and DA. The transfer would potentially allow a quicker pace for delivery of development sites than would be possible otherwise.

Environmental: The non-affiliate transfer would not in any way change the physical characteristics of the Brooklyn Basin site nor would it change the planned land uses. There would be no environmental effects as a result of the proposed transfer of interests.

Social Equity: The proposed transfer of interests would potentially allow a quicker pace for delivery of development sites than would otherwise be possible, including affordable housing sites, and thereby enhance safety in the area.

CEQA


The City of Oakland Planning Commission certified the Oak to Ninth Avenue Project Environmental Impact Report on March 15, 2006. Under the California Environmental Quality Act (CEQA) Section 15162, no subsequent environmental review is required unless the project has changed substantially, the circumstances under which the project would occur have changed substantially, or new information demonstrates that any potential environmental impacts would be substantially more severe than previously demonstrated. In reviewing the currently proposed transfer of interests, staff has determined that none of the circumstances necessitating further environmental review are present. The reasons for this determination include, among others, the following: (1) the currently proposed transfer of interest does not affect development envelope previously reviewed in the EIR and is not a change in the project that involves any new significant effects or a substantial increase in the severity of previously identified significant effects; (2) circumstances under which the project is undertaken have not occurred that will involve new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and (3) no new information has come to light that would involve new or substantially more severe effects or feasible alternatives or mitigation measures. Accordingly, no further environmental review is required for this project at this time. The EIR identifies impacts and requires mitigation measures, and the proposed project will

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continue to be required to incorporate the mitigation measures. The EIR is available for review at 250 Frank Ogawa Plaza, Suite 3315, Oakland, CA 94612 during normal business hours.

For questions regarding this report, please contact Catherine Payne, Planner III, at (510) 238-6168.

Respectfully submitted,



Rachel Flynn, Director
Department of Planning and Building

Reviewed by:
Scott Miller, Zoning Manager

Prepared by:
Catherine Payne, Planner III

Attachments

Attachment A: DA Article X

Attachment B: ZOHP I, LLC letter dated February 14, 2014

Attachment C: Planning Code Chapter 17.138 Development Agreement Procedure

Attachment D: Development Agreement Annual Compliance Report

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Attachment A

between Mortgagees otherwise providing. Notwithstanding the foregoing, the rights of Port in its status as a Mortgagee, and with respect to becoming a Transferee in the manner specified in Article X below, shall at all times be junior, subject and subordinate to any other Mortgagee.

9.5. Effect of Mortgage Protection Provisions on Port. The provisions of this Article IX with respect to Mortgagees as to Port, is intended solely to provide Port the necessary protection to enable Port to assume Developer's rights, duties and obligations under this Agreement in the event of a termination of one or more of the Development Parcel Ground Leases, and to establish the relative priority between Port and other Mortgagees with respect to the right of a Mortgagee to assume Developer's rights, duties and obligations under this Agreement. Nothing in this Article IX is intended to affect the rights, duties and obligations of Port under a Development Parcel Ground Lease as the Landlord or Lessor thereunder, and the ownership of Port of the fee title interest in those certain few Development Parcels subject to a Development Parcel Ground Lease, including that any Mortgage placed by Developer on a Development Parcel pursuant to the provisions of a Development Parcel Ground Lease, shall at all times remain subject and subordinate to the Landlord's fee or Lessor's fee interest under the Development Parcel Ground Lease.

ARTICLE X

TRANSFERS AND ASSIGNMENTS; DEVELOPER CURE RIGHTS, ALLOCATION OF
DEVELOPER RIGHTS, DUTIES AND OBLIGATIONS

10.1. Limitations on Developer's Right to Transfer.

Developer acknowledges that the qualifications of Developer are of particular importance to City and Agency for, among others, the following reasons: (i) the importance of development of the Project Site to the Oak to Ninth Avenue District area and to the general welfare of City and Agency, with particular reference to City's and Agency's objectives as reflected in the Estuary Policy Plan and other applicable provisions of the General Plan and Redevelopment Plans (as applicable); (ii) City's and Agency's reliance upon the qualifications and ability of Developer to serve as the catalyst for development of the Project and to assure the quality of the use, operation and maintenance in the development of the Project; and that such qualifications and identity are material considerations inducing City and Agency to enter into this Agreement with Developer. In recognition of

these factors, other than as expressly provided for in this Agreement, Developer may not sell, convey, assign, transfer, alienate or otherwise dispose of all or any of its interest or rights in this Agreement without in each instance obtaining the prior written approval of the City and Agency in accordance with this Article X. Approval of any one Transfer will not waive City's and Agency's right to require such approval for each and every Transfer. No Transfer shall be valid unless it is done for

a legitimate business purpose and not to deprive the City and Agency of any of the benefits under this Agreement. Developer shall reimburse the City and Agency for their reasonable costs of reviewing a proposed Transfer. Developer's rights to Transfer any right or interest under this Agreement shall be governed strictly in accordance with the provisions of this Article X, and no voluntary or involuntary successor-in-interest of Developer shall acquire any rights or powers under this Agreement except as expressly set forth in this Article X.

10.2. Conditions Precedent to All Transfers. The following conditions precedent must be satisfied prior to the effectiveness of Developer's Transfer of any right or interest under this Agreement:

10.2.1. No Event of Default. No Event of Default by Developer shall be outstanding and uncured as of the effective date of the proposed Transfer, or in the event of a Transfer by Developer of its rights, duties and obligations with respect to a portion of the Project Site, no Event of Default by Developer shall be outstanding and uncured as to any Development Parcel included within the proposed Transfer as of the effective date of the proposed Transfer, unless City Council and Agency Board has received adequate assurances satisfactory to City Council and Agency Board in their sole discretion that such Event of Default shall be cured in a timely manner either by Developer or the Transferee under the Transfer. Notwithstanding the foregoing to,

the contrary, the condition precedent set forth in this Section 10.2.1 shall not apply to Mortgagee Transferees.

10.2.2. Assumption Agreement. Developer or Transferee shall have delivered to City and Agency an Assumption Agreement, the form of which shall be subject to the City Council's prior approval. In the case of a Non-Exempt Transferee, such Assumption Agreement shall be delivered no later than forty-five (45) days prior to the effective date of the proposed Transfer. With respect to an Exempt Transferee, such Assumption Agreement shall be delivered no later than five (5) days prior to the effective date of the proposed Transfer. The Assumption Agreement shall be recorded in the Official Records of the County of Alameda concurrently with the consummation of the Transfer, and a copy thereof, certified by the County Recorder as a duplicate copy of the approved assumption agreement with recording information, shall be delivered to City and Agency within three (3) days after consummation of the Transfer; provided, however, the City's and Agency's failure to receive such certified copy shall not affect Developer's release from the assumed obligations.

10.3. Non-Exempt Transferee. Unless the proposed Transferee is an Exempt Transferee, Developer shall deliver the following information to the City and Agency at least forty-five (45) days prior to the effective date of the proposed Transfer:

a. The Assumption Agreement required under Section 10.2.2;

b. Information and documentation that is reasonably sufficient (such as financial statements) to evidence the proposed Transferee's ability to (1) perform the obligations under this Agreement to be assumed by the proposed Transferee and (2) implement the portion of the Project to be constructed on the portion of the Project Site to be acquired by the proposed Transferee. City Council and Agency Board will evaluate such evidence and any other relevant information and shall approve the Transfer if it determines that (x) all conditions precedent to Transfer pursuant to Section 10.2 have been fulfilled; and (y) the prospective Transferee has the experience and financial capacity to fulfill the obligations to be assumed by such Transferee.

10.4 Transfers to Exempt Transferees. Transfers to the following Transferees shall not require the City's or Agency's prior consent (collectively "Exempt Transferees"):

- a. Affiliates;
- b. Finished Parcel Developers;
- c. Pre-Qualified Developer Transferees; or
- d. Supported Transferees.

Transfers to Exempt Transferees are subject only to the conditions precedent set forth in Section 10.2 above.

10.5 Transfers Involving Improvement of Public Open Space. Notwithstanding any term or provision of this Agreement to the contrary (including, without limitation, the definition of Master Developer Obligations), any Transfer that would release Developer from one or more obligation to improve Public Open Space shall require the City Council's prior written consent.

10.6 Mortgagee as Transferee. No Mortgage (including the execution and delivery thereof to the Mortgagee) shall constitute a Transfer. A Mortgagee shall be a Transferee only upon (i) the acquisition by such Mortgagee of the affected interest of Developer encumbered by such Mortgagee's Mortgage; and (ii) delivery to City and Agency of An Assumption Agreement pursuant to Section 10.2.2 above.

10.7 Effect of Transfer; Release; No Cross Default. A Transferee shall become a Party to this Agreement only with respect to the interest Transferred to it under the Transfer and then only to the extent set forth in the Assumption Agreement delivered under Section 10.2.2, above. Except in the event of a transfer to a Supported Transferee, Developer shall be released from all obligations assumed by the Transferee pursuant to the Assumption Agreement first accruing from and after the effective date of the Transfer; provided, however, that in no event shall Developer be released from any Master Developer Obligation without City and Agency approval as specified in Section 10.3 for Non-Exempt Transfers. From and after the effective date of the

Transfer, (a) an Event of Default by the Developer under this Agreement shall have no affect on the Transferee's rights and obligations under this Agreement; and (b) an Event of Default with respect to any Transferee shall have no affect on the Developer's rights and obligations under this Agreement.

10.8. Right of Developer to Cure Supported Transferee Default. Concurrently with service thereon to any Supported Transferee, City and Agency shall deliver to Developer any notice given with respect to such Supported Transferee's alleged Event of Default. If City and Agency make a determination of noncompliance under Article VI above, City and Agency shall likewise serve to Developer notice of such Supported Transferee's noncompliance. Developer shall have the right, to cure or remedy, or to commence to cure or remedy, the Event of Default claimed or the areas of noncompliance set forth in City's and Agency's notice within the applicable time periods for cure specified in this Agreement. If, the Event of Default or such noncompliance is of a nature which can only be remedied or cured by Developer upon obtaining possession of the affected Development Parcel, Developer shall seek to obtain possession with diligence and continuity, and shall thereafter remedy or cure the Event of Default or noncompliance as soon as reasonably possible after obtaining possession. So long as Developer or the Supported Transferee demonstrates to the satisfaction of City and Agency that it is diligently pursuing cure of the Event of

Default or noncompliance in conformance with the requirements of this Section 10.8, City and Agency shall not exercise any right or remedy under this Agreement on account of such Event of Default or noncompliance; however, nothing herein shall prevent the City and Agency from seeking any right or remedy under this Agreement if it determines in its sole discretion that the Developer has failed to make such a showing.

ARTICLE XI

AMENDMENT AND TERMINATION

11.1. Amendment or Cancellation. Except as expressly provided in this Agreement, this Agreement may be Terminated, modified or amended only by the consent of the Parties made in writing, and then only in the manner provided for in Section 65868 of the Development Agreement Legislation. Neither this Agreement nor any term, covenant, condition or provision herein contained shall be subject to initiative or referendum after the Effective Date.

11.2. Certain Actions Not an Amendment. Notwithstanding the provisions of Section 11.1 above, a modification to this Agreement which does not relate to the Term, permitted uses of the Project, location, density or intensity of uses of the Project, height, design or size of improvements within the Project, provisions for Dedications, or to any conditions, terms, restrictions and requirements relating to subsequent actions of City and Agency under Article IV, or related to any uses of the

CEDC, April 8, 2014

Attachment B

Zarsion OHP I, LLC

February 14, 2014

Via First Class and Electronic Mail
[fblackwell@oaklandnet.com]

Mr. Fred Blackwell
Assistant City Administrator
City of Oakland
1 Frank Ogawa Plaza, 3rd Floor
Oakland, CA 94612

Re: Proposed Assignment of the Development Agreement among the City of Oakland, the Oakland Redevelopment Successor Agency and Oakland Harbor Partners, LLC

Dear Mr. Blackwell:

Pursuant to Article X of the Development Agreement (“Development Agreement”) between the City of Oakland (“City”), Redevelopment Agency of the City of Oakland and Oakland Harbor Partners, LLC (“OHP”) regarding the Oak Street to Ninth Avenue District Project (“Project”), OHP hereby requests approval by the City and the Oakland Redevelopment Successor Agency (“ORSA”) of the enclosed Assignment and Assumption Agreement (“Assignment”) assigning OHP’s interests in the Project, including the in the Development Agreement, to Zarsion-OHP I, LLC, as set forth in the Assignment.

Since Zarsion-OHP I, LLC would be considered a “non-exempt” transferee under the Development Agreement, pursuant to Section 10.3 of the Development Agreement, we enclose the proposed form of the Assignment and provide the following information regarding the proposed assignee, Zarsion-OHP I, LLC.

Zarsion-OHP I, LLC is a joint venture between the original Project Developer (OHP) and Zarsion America, Inc., an affiliate of Zarsion Holding Group. Zarsion Holding Group is an industrial conglomerate that specializes in full service real estate development, property management, financial investment, building materials and construction management, headquartered in Beijing, China. Zarsion Holding Group constructed its first residential development in 1995 and constructs more than 10.7 million square of residential development annually. In the past 18 years, it has developed and constructed nearly 60 million square feet of real estate.

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February 14, 2014
Mr. Fred Blackwell
City of Oakland

In April 2013, OHP (as the Developer under the Development Agreement) conditionally assigned all of its rights, title and interest in the Project, including the Development Agreement and the Agreement for Purchase and Sale of the Project property, to Zarsion-OHP I, LLC. Zarsion-OHP I, LLC closed escrow on the Project property in June 2013.

OHP is a co-managing member (along with Zarsion America) of Zarsion-OHP I, LLC. All OHP principals and project managers will remain active on the Project and OHP will continue, as described in Section 10.1 of the Development Agreement, "to serve as the catalyst for development of the Project." Zarsion America brings even further development expertise to the Project, as well as additional financial equity to help assure the successful and timely completion of the Project. We believe that this assignment which, effectively adds Zarsion America to OHP's existing financial capacity and development expertise, satisfies all requirements for an assignment under Section 10.3(b) of the Development Agreement.

Zarsion-OHP I, LLC is looking forward to beginning its physical work on the Project. We therefore request the City's assistance in obtaining the City's and ORSA's approval of the Assignment as soon as possible.

Please contact me if you have any questions regarding this request or if the City requires any additional information in connection with the proposed Assignment.

Sincerely,

Oakland Harbor Partners, LLC



Michael Ghielmetti

Enclosures

Cc: Heather Lee, Supervising Deputy City Attorney
Catherine Payne, Planner IV
Dana Parry, Reynolds & Brown
Stuart Block, Stice & Block LLP

WHEN RECORDED, RETURN TO:

**ASSIGNMENT AND ASSUMPTION AGREEMENT
OF THE DEVELOPMENT AGREEMENT AMONG
CITY OF OAKLAND, REDEVELOPMENT AGENCY OF THE CITY OF
OAKLAND, AND OAKLAND HARBOR PARTNERS, LLC**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is entered into this ___ day of _____, 2014 (the "Effective Date"), by and between City of Oakland, a California charter city ("City"); the Oakland Redevelopment Successor Agency ("ORSA"), the successor agency to the former Redevelopment Agency of the City of Oakland ("Agency"); Oakland Harbor Partners, LLC, a California limited liability company ("Developer"), and Zarsion-OHP I, LLC, a California limited liability company ("Assignee").

RECITALS

A. On August 24, 2006, the City, Agency and Developer entered into that certain agreement entitled "Development Agreement Between The City of Oakland, Redevelopment Agency of the City of Oakland and Oakland Harbor Partners, LLC (hereinafter, the "Development Agreement"). Pursuant to the Development Agreement, Developer agreed to develop certain property more particularly described in the Development Agreement and commonly known as "Oak Street to Ninth Avenue District Project," subject to certain conditions and obligation as set forth in the Development Agreement. The Development Agreement was recorded on August 30, 2006, in the Official Records of Alameda County as Document No. 2006-331819 and affects the property within the Oak to Ninth Avenue District commonly known as "Brooklyn Basin" (the "Property").

B. Effective February 1, 2012, all rights and responsibilities of the Agency under the Development Agreement were transferred to ORSA by operation of law.

C. On April 10, 2013, Developer and Zarsion America, Inc. ("Zarsion") formed Zarsion-OHP I, LLC as a joint venture regarding the Oak Street to Ninth Avenue District Project. Pursuant to the Assignment and Assumption of Project Materials between Developer and Zarsion: (1) Developer conditionally assigned all of its rights, title and interest in and to the Oak Street to Ninth Avenue District Project, including but not limited to the Development Agreement and the Agreement for Purchase and Sale of Real Property and Escrow Instructions dated September 5, 2011 ("Purchase and Sale Agreement") and (2) Zarsion-OHP I, LLC conditionally assumed all of Developer's

obligations under the Project Materials (as defined therein) first arising after such date, including, but not limited to, those under the Development Agreement and the Purchase and Sale Agreement.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Developer and Assignee hereby agree as follows:

1. Effective as of the Effective Date, Developer hereby assigns to Assignee all of the rights, title, interest, burdens and obligations of Developer under the Development Agreement arising from and after the Effective Date and expressly excluding any prior breach or default by Developer thereunder (the "Assigned Rights and Obligations").

2. Effective as of the Effective Date, Assignee hereby assumes all of the Assigned Rights and Obligations and agrees to observe and fully perform all the duties and obligations Developer under the Development Agreement, subject to all the terms and conditions thereof. The parties hereto intend that, upon the execution of this Assignment, Assignee shall become substituted for Developer as the "Developer" under the Development Agreement.

3. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

4. The Notice Address described in Article XII of the Development Agreement for the Developer with respect to the Assigned Property shall be:

Oakland Harbor Partners, LLC
2201 Broadway, Suite 604
Oakland, CA 94612
Attention: Michael Ghielmetti
Email: mghielmetti@signaturedevelopment.com
Phone: (510) 251-9270

Zarsion America Inc.
2201 Broadway, Suite 604
Oakland, CA 94612
Attention: Arthur Wang
Email: bruceqj@prodigy.net
Phone: (510) 251-9270

5. This Assignment may be executed in one or more counterparts. All counterparts so executed shall constitute one contract, binding on all parties, even though all parties are not a signatory to the same counterpart.

6. Developer and Assignee each agree to perform such further acts and to execute and deliver such additional agreements and instruments as the other may reasonably require to consummate, evidence or confirm the assignment contained herein in the manner contemplated hereby.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

CITY:

City of Oakland
a California charter city

By: _____
Name: _____
Its: _____

APPROVED AS TO FORM:

By: _____
Its City Attorney

ORSA:

**Oakland Redevelopment Successor
Agency**
a public body corporate and public

By: _____
Name: _____
Its: _____

APPROVED AS TO FORM:

By: _____
Its ORSA Counsel

[Signatures continued on next page.]

DEVELOPER:

Oakland Harbor Partners, LLC,
a California limited liability company

By: _____
Name: _____
Its: _____

ASSIGNEE:

Zarsion-OHP I, LLC,
a California limited liability company

By: _____
Name: _____
Its: _____

[Certificates of acknowledgement to be added upon execution.]

Representative Projects

Following are representative projects providing an overview of the breadth of OHP's experience in high density mixed-use developments:

Broadway Grand, Oakland

Broadway Grand is a mixed-use podium building consisting of 132 dwelling units and 20,000 square feet street-level retail located in the heart of the burgeoning Oakland Uptown District, near Lake Merritt within the former Central City redevelopment area. This was the first residential development in the Uptown District and one of the initial residential projects in the Mayor's 10k residential initiative. After completion Broadway Grand was a catalyst inducing additional redevelopment and commercial investment in the Uptown district of downtown Oakland.

FEATURES

- 132 condominiums, flats and townhouses

- 20,000 sf. of retail

- Tenants include Starbucks and high-end restaurants Ozumo and Picán, a first for Uptown Oakland

- Type I Conxtech building construction

288 Third, Oakland

Five stories of condos over two levels of parking designed to blend with Oakland's Waterfront Warehouse District — listed in National Register of Historic Places. Contributed to the revitalization of the Warehouse District and Jack London Square.

FEATURES

- 91 condominium units

- 117 parking stalls on two levels, one partially submerged

- Type 1 construction over concrete podium

- Units range from 955 – 2,005 SF

- Environmentally conscious design

Durant Square, Oakland

Transformed historic Durant Motor Factory into award-winning mixed-use community. Attracted first full-service grocery store and bank to East Oakland in more than a decade. Cleaned up and retained popular local businesses on the site.

FEATURES

- 211 for-sale units; 56 rental lofts

- 250,000 sf. Retail/office

- Adaptive reuse and preservation of 200,000 sf. of original factory

- Much of the plant's historic industrial Gothic-style structure was preserved

- Tenants include Food 4 Less, Wells Fargo and 70+ local merchants

- Gold Nugget Award winner

The Hive, Oakland

The HIVE is a transformative mixed-use project on Auto Row in Oakland's Uptown district. The Hive will bring together local businesses including NUMI tea, HUB | Oakland, Drake's brewery, and more to continue the revitalization of the Uptown district. The final phase will include 104 new apartment homes that will ring the perimeter of the site.

FEATURES

- Rehabilitation of existing brick and mortar buildings, including 100,000 SF of commercial
- New construction of 104 walk-up apartment homes

Landmark Place, Oakland

Four-story condominium building located in historic Preservation Park area. First major project in Mayor Brown's 10K initiative to bring 1,000 new residents to downtown Oakland.

FEATURES

- 92 condominiums
- Partially submerged parking level
- Type 5 construction with wood framing over concrete podium
- Units from 576 to 1,173 SF
- Walking distance to 12th Street BART station
- "Contextual Victorian" design to complement neighboring buildings
- Successful partnership with the US EPA, City of Oakland, and the Oakland Redevelopment Agency to remediate a brownfield site in downtown Oakland

Renaissance Square, Concord

Renaissance Square is mixed-use podium building consisting of 309 dwelling units and 5,000 square feet of street-level retail in the heart of the City of Concord's vibrant downtown entertainment district located within the former Central Concord Redevelopment Project area. As a former auto dealership site remediation efforts were necessary to prepare the site for residential uses. Renaissance Square was the first high density residential project in the entertainment district which established the vision for future multi-family development in the downtown area.

FEATURES

- 309 condominium units
- 5,000 sf. of retail
- 721 parking stalls on two subterranean levels
- Type 2 construction with metal framing over concrete podium

Millworks, Novato

Millwork is a mixed-use podium building consisting of 124 dwelling units and 38,000 square foot street-level Whole Foods which serves as the southerly anchor the City of Novato's Downtown District. This was the first large-scale mixed used residential development in Novato. The strategic location, which required the acquisition of multiple parcels and cooperation of the City to abandon a portion of street right-of-way, resulted in a development

that is uniquely sited to take advantage of the close proximity to the future Novato SMART transit station. In return the parking requirements for the residential uses were relaxed to allow for a reduction in the total number of residential parking spaces.

FEATURES

- 124 condominium units
- 38,000 sf. Whole Foods
- 170 residential parking spaces, 199 retail parking spaces
- Type III concrete and wood frame construction
- Units range from 900 – 2,100 sf.
- Green building design

Garin Ranch, Brentwood

Garin Ranch is a mixed-use, master-planned community within Brentwood. It was the first new development near downtown on east side of the City.

FEATURES

- 900 residential homes
- 40,000 sf. of retail
- 60,000 sf. of office
- 5 product lines: from courtyard homes at 10 du/ac to single family homes at 4 du/ac
- Retail tenants include Starbucks, Quizno's, and Kragen Auto Parts

255 Berry Street, San Francisco

255 Berry was the first residential for-sale development within the Mission Bay Redevelopment Plan located two blocks from AT&T ballpark. The site is located on the amenitized Mission Creek Park consisting of a pedestrian promenade and parkland improvements. The development embodies the City's Transit First policy of providing a maximum of one space per unit and is transit friendly as it is located one block from multiple modes of transit and participates in the Transportation Management Program.

FEATURES

- Seven-story building
- 99 condominium units
- 99 parking stalls
- Type 1 concrete construction
- Units range from 900 – 1,750 sf.
- Environmentally conscious design

235 Berry Street, San Francisco

235 Berry is a seven-story residential building, located in the Mission Bay master plan area, two blocks from AT&T Park. This development contributed to the revitalization of King Street and the entire China Basin area. Located in the heart of Mission Bay at the city's south waterfront, 235 Berry redefines the standards of waterfront living. With unobstructed water views in a coveted location on Mission Creek, this development offers waterfront living, city convenience, and access to nature.

FEATURES

99 condominium units

99 parking stalls

Type 2 construction with metal framing

Units range from 955 – 2,005 sf.

Environmentally conscious design



Beijing Zarsion Holdings Group Co., Ltd
北京泽信控股集团有限公司

Headquarter (China)
总部办公室

22/F Block B, Hualian Tower No. 15 Xijie Qianmen

China Zarsion Group Building 1902

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Zarsion Holdings Group

泽信控股

SINCE 1994

ZARSION 泽信
创筑乐家

Create Hundred-year Old Brand Enterprise Build International Blue-chip Company

创百年品牌企业 建跨国蓝筹公司



Always adhering to a clear conscience, we build houses to give our customers to have peace of mind and that the quality will last for at least one hundred years. We would leave a legacy for later generations to inherit and appreciate the fine arts and culture.

Zarson not only creates happy homes for customers, but provides continuous assistance to our customers in investment banking and education services. Zarson will work with our clients to create a lifestyle of harmony and prosperity, and will share a better future with our customers!

把良心铸在地下，一百年以后挖出来时依然是红的，依然是闪光的。让业主放心居住一百年，把艺术铸在街上，把文化雕刻在空中，让世世代代去欣赏、去传承。

泽信，不仅为用户创造幸福的家园，更要在投资理财、教育服务领域为用户奉献持续提升的价值。泽信，愿与客户共同创造文明与富裕。泽信，愿与客户共同分享美好的未来。

Samuel Zarson, Chairman
泽信投资董事长

2007.01.13

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Founded in 1994, ZARSIION Group (Zar Si-ion Group) is a leading real estate and property management group in China. It has a long history of providing high-quality services to its clients and has established a strong reputation in the industry.

ZARSIION Group has a wide range of services, including real estate development, property management, and asset management. It has a strong focus on innovation and quality, and has achieved significant success in various markets.

ZARSIION Group is committed to providing high-quality services to its clients and to contributing to the development of the real estate industry in China.

集团成立于1994年，是中国领先的房地产及物业管理集团。集团拥有悠久的历史，为客户提供高品质的服务，并在行业内建立了良好的声誉。

ZARSIION集团提供广泛的业务，包括房地产开发、物业管理和资产管理。集团专注于创新和品质，并在各个市场取得了显著的成功。

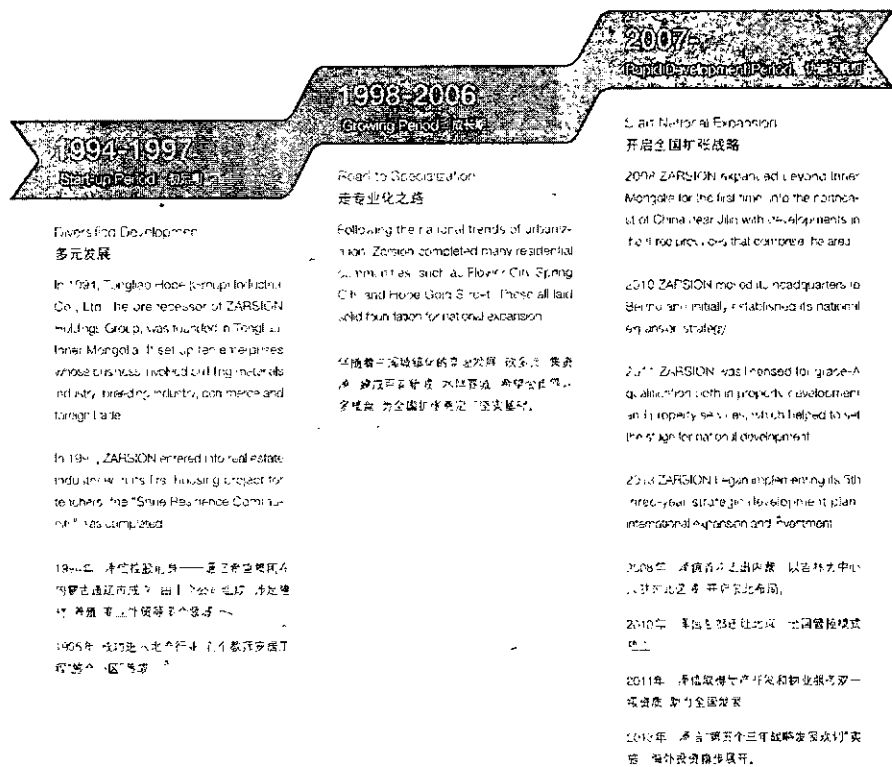
ZARSIION集团致力于为客户提供高品质的服务，并为推动中国房地产行业的发展做出积极贡献。

Industrial Structure 产业结构

Real Estate	Property	Financial Investment	Public Services & Facilities	Education
Real estate development and operation	Real estate operation and management	Integrated financial real estate platform	Real estate public services and facilities	Real estate education and training
地产	物业	金融投资	社区公益服务	教育
地产开发与运营一体化平台	物业服务运营一体化平台	金融地产金融一体化平台	最佳社区服务公益平台	内外部最大教育培训机构

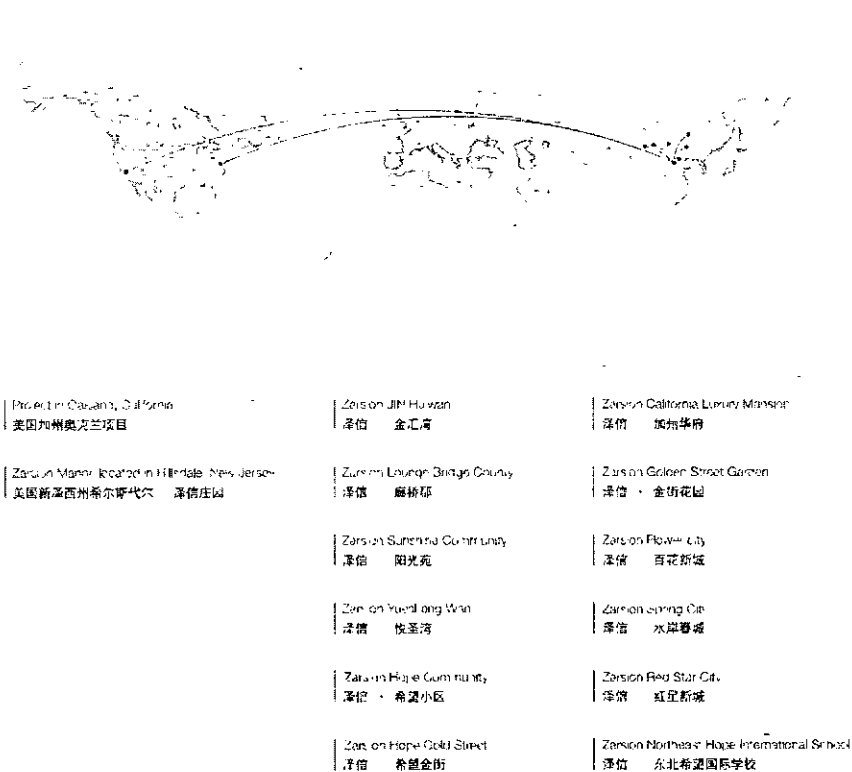
COURSE OF DEVELOPMENT

发展历程



STRATEGIC LAYOUT

战略布局



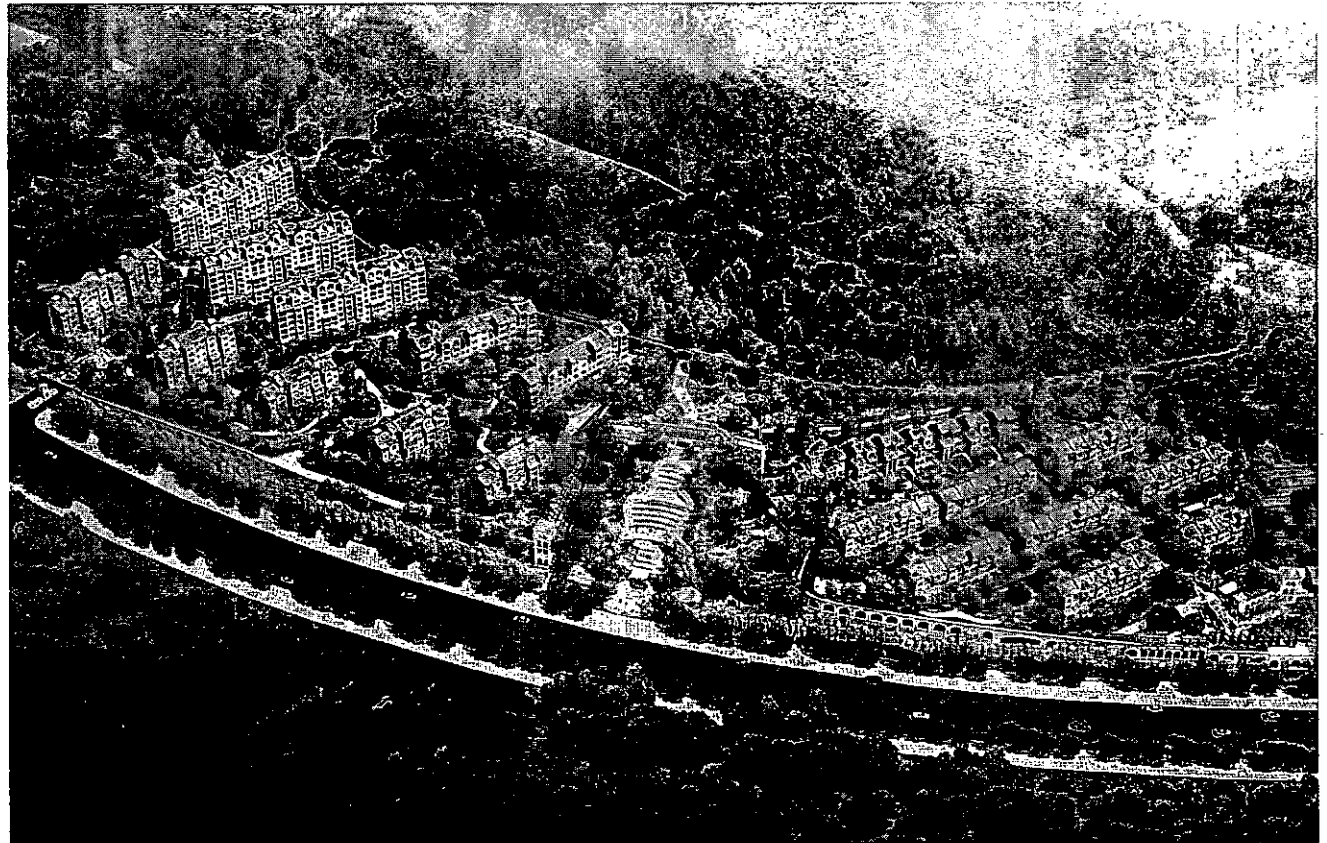


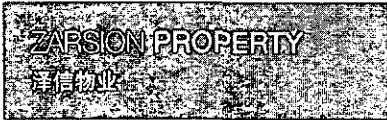
ZARSON adheres to the business philosophy of "Making Customers' Dreams Come True" and has established a long-term and stable cooperation relationship with the government and the real estate industry. We have a rich experience in the field of real estate development and construction.

泽信地产秉承“为客户实现梦想”的经营理念，与政府和房地产行业建立了长期稳定的合作关系。我们在房地产开发和建筑领域拥有丰富的经验。

Ecological Garden
Exquisite Construction

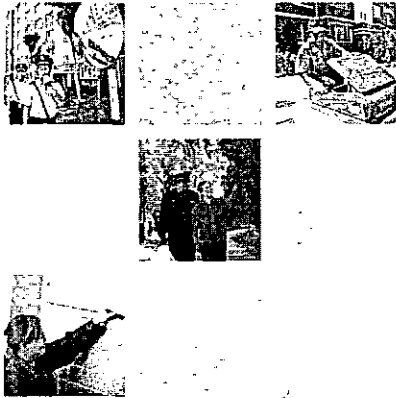
生态园林 精致建造



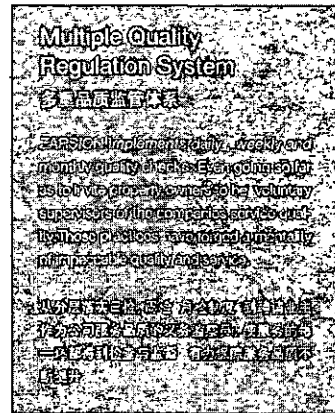


ZARSON Property Service Co., Ltd. was established in 1997. It is a subsidiary of ZARJON Holdings Group. In 2004, it was certified by the ISO9001:2000 International Quality Management Standard. In 2007, it was approved to be the industry's first "AAA" credit rating by the China Credit Rating Agency.

海信物业服务集团有限公司成立于1997年，是海信集团全资子公司。2004年，公司通过了ISO9001:2000国际质量管理体系认证。2007年，公司获得了中国诚信等级AAA级信用评级。公司秉承“专业、快捷、细致、贴心”的服务理念，为客户提供高品质的物业服务。

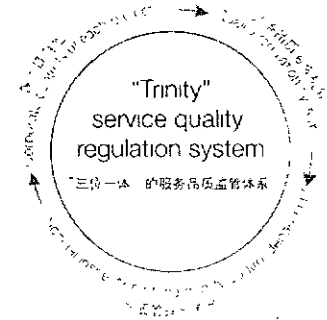


Attentive and Detailed
Professional and Efficient
细致贴心 专业快捷



- Transit based on information type
- Accept information (reports, complaint and consult)
- Summarize and analyze based on problem solving conditions
- Visit property owners for feedbacks

- 根据信息类型进行传递
- 受理信息(报事类、投诉类、咨询类)
- 对问题处理情况进行分类分析
- 对业主进行回访



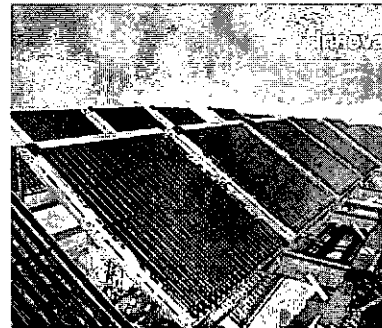
Hotline 968222
服务热线



Our core strengths are the foundation of our success. We have a strong track record of delivering high-quality products and services to our customers. Our commitment to innovation and excellence is what sets us apart from the competition.

Refinement 精緻

Our commitment to refinement is a key part of our success. We focus on providing high-quality products and services that meet the needs of our customers. Our attention to detail and dedication to excellence is what makes us a leader in our industry.



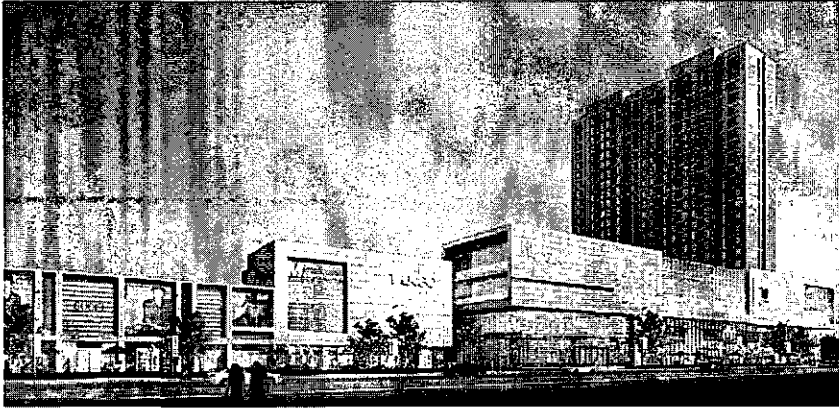
Innovation 創 新

Our commitment to innovation is a key part of our success. We focus on providing high-quality products and services that meet the needs of our customers. Our attention to detail and dedication to excellence is what makes us a leader in our industry.



Services 服 務

Our commitment to services is a key part of our success. We focus on providing high-quality products and services that meet the needs of our customers. Our attention to detail and dedication to excellence is what makes us a leader in our industry.

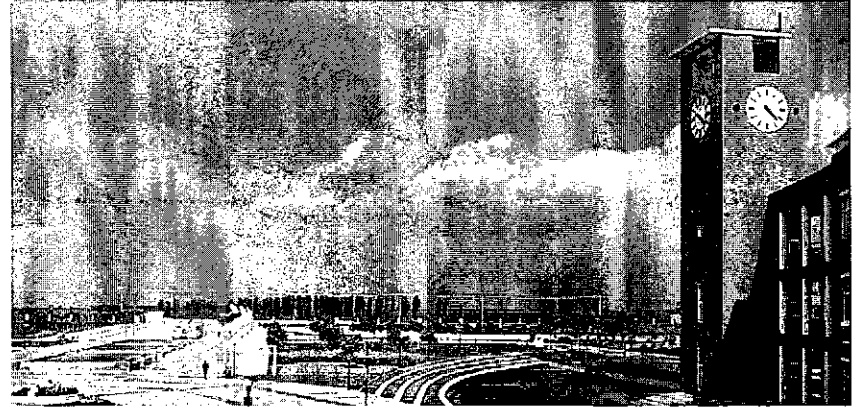


Hope Gold Street is located in the center of Keqin District, near the intersection of Donggang Street. This is a large-scale residential shopping street that integrates shopping, leisure, entertainment and landscape. Founded in 1999, it is called "Keshi to Wangtong" by local people.

项目位于市中心的区，地处东岗街和东岗大街的交汇处，是一个集居住、购物、休闲、娱乐为一体的大型综合项目。项目于1999年由当地人创办，被称为“柯西到王统”。

EXCELLENT PROJECT 精彩案例

Education | 教育



The project has a total cost of 320 million RMB. It has a land area of 530 mu and a building area of 108,000 m². Construction began in 2003 and the project was put into use in 2008. It includes five areas: kindergarten, primary school, high school, senior high school and student accommodations. There is a library, public space, science library, science and technology museum, music hall and art gallery, sports ground and restaurants. The school is the first school of ZARSON in the northeast of China and has the most complete facilities. The establishment of the school shows ZARSON's deep concern for the northeast, from "education for education" and also reflects ZARSON's social responsibility of "regulating the country through education".

项目总投资3.2亿元，占地530亩，建筑面积10.8万平方米。于2003年开始建设，2008年整体交付使用。项目分为幼儿园、小学、初中、高中、建有图书馆、科技馆、美术馆、音乐厅、工人俱乐部等。项目包括五个区域：幼儿园、小学、高中、高中住宿区和学生公寓。项目设有图书馆、公共空间、科学图书馆、科技馆、音乐厅、美术馆、运动场和餐厅。学校是ZARSON在东北的第一所学校，也是东北设施最完善的一所学校。学校的建立体现了ZARSON对东北的深厚感情，从“为教育而教育”到“教育兴邦”的社会责任。

EXCELLENT PROJECT 精彩案例

Education | 教育



The first product of social houses in Tongdao

浙江·水岸嘉园

The "Three-province" implements the "One River and Two Districts" overall plan and the "local ward moving and northern expansion" urban development strategy. The project enjoys the water landscape of West Liao River. It has a land area of 210,000 m² and a floor area of nearly 300,000 m². The project features the unity of traditional culture and various landscapes. In addition to superior property services, this area is a place that attracts you.

通过三个省级战略项目,是浙江省“一河两区”总体规划和“西移北扩”城市发展战略的“核心工程”,项目立足西辽河流域,占地21万平方米,总建筑面积近30万平方米,项目整体融入山水一体,尊享山水景观,物业服务品质一流,被誉为“一个值得骄傲的地方”。

EXCELLENT PROJECT 精品项目

HOUSE | 住宅



The first Chinese New Culture Residence

杭州·悦生湾

It is located in the new town of Keerbin District, Tongdao City. It has a land area of over 500,000 m² and a total planning area of over 900,000 m². The whole project is designed by Beijing Institute of Architecture Designing China Architecture. It was started from 2010, taking to new Chinese style, it highlights the ecological garden and the construction.

位于浙江省杭州市滨江区钱江世纪城,总占地面积50多万平方米,总规划面积90万平方米,全案由中建建筑设计研究院担纲设计,从2010年开始建设,是一个生态园林更加现代精致的高端品质提升的现代化社区。

EXCELLENT PROJECT 精品项目

HOUSE | 住宅



**And A Tower Canal
The Grand One**

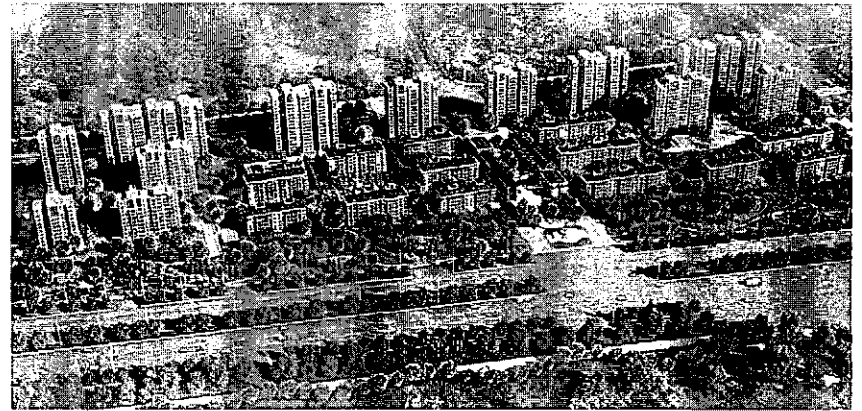
2012.12.16

It has a plan area of 125,620m² and total covering area of nearly 300,000 m². The west and north sides of the project are surrounded by the historic Bejing-Hangzhou Grand Canal which is now applying articles of World Tangible Cultural Heritage. The houses with top-level landscaping are next to the Canal. Residents will have a panoramic view of the winding Canal. The 20,000 m² lushly garden connects to the project and residents can interactively enjoy and relax. The luxurious French romantic French new classic gorgeous create a noble vertical garden landscape with both practicality and abundance.

总占地12.56万㎡，总建筑面积近30万平方米。项目西侧和北侧紧邻北京历史文化名城的世界文化遗产大运河，运河两岸的运河景观被列入了世界文化遗产。项目西侧和北侧紧邻大运河，大运河的运河景观项目以浪漫奢华法式浪漫新古典主义风格为本，打造垂直花园景观，将运河景观的丰富性和实用性完美结合。

EXCELLENT PROJECT 精品项目

2012.12.16



**It's the only national
right of housing property
in Inner Mongolia in 2012
made a new example to
China's essence.**

2012.12.16

EXCELLENT PROJECT 精品项目

The project is located in East River Road, New Town of Hohhot. It has a land area of 150,000 m² and a planned total area of 600,000 m². It is of a closed structure using a new classical architecture style and classical landscape architecture. The project exudes nobility and elegance, as well as strong vitality of European style town. 46 advanced technologies are employed in the project, such as central air-conditioning system. This integrates a green, healthy and ecological building with high-end and original technology and green environment.

项目位于呼和浩特市东河路，总占地15万平方米，总建筑面积60万平方米。项目整体采用新古典主义建筑风格，建筑以经典欧式建筑风格，通过封闭式结构，营造尊贵典雅、充满活力的欧洲小镇氛围。项目采用46项先进科技，集成中央空调系统，将绿色、健康、生态、高端、原创技术与绿色环境完美结合。

2012.12.16



Ecological and
Harmonious Community

生态和谐社区

The project is located on the north-south central axis of Keqin District, Tongjiao City. It has a land area of 310,000 m² and floor area of 443,600 m², and the green rate is up to 34%. Based on ecological, natural, harmonious and cultural living concept, the project provides reasonable and convenient transportation and beautiful environment. It is a green public community in the urban district of Tongjiao.

位于通辽市科尔沁区城市南北轴线上，项目总占地面积31万平方米，总建筑面积44.36万平方米，绿化率高达34%以上。项目生态自然、和谐、人文、居住理念、功能完善、交通便利、环境优美，是通辽市生态和谐宜居之地。

EXCELLENT PROJECT 精品项目

max | 住宅



The first mansion of
low-density with mountain
view in Jin

低密度山景第一府邸

The project was located in the south Tengyuan Mountain of Chuanqing District, Jinlin City, which is a great spot to the city center. Taking advantage of the elevation differential in mountain regions, ZARSON makes a 10,000 m² "Lounge of Urban" Landscape Garden in the center of Jinlin, which matches with thousands acres of Tengyuan Mountain, there are six main blocks in the community, which absorb European architectural elements and make the harmony and integration among urban architecture and natural environment. Breathing ecological, exquisite air and surrounding, maintains people are living a noble and admired life. Lounge Bridge County—the mansion of low-density with mountain views in the center of Jinlin, only for "successful people".

位于吉林省长春市朝阳区南岭，城市中心绝佳地段，容积率1.0，地景完美结合。社区中心1万平米“桥畔公馆”景观公园，与千亩腾越山景观天成，园区内绿意盎然，景观建筑独具韵味，使居住者感受天地人相融至高境界。项目中心10万平米“Lounge of Urban”，使建筑完美契合自然生态，令人仿佛来到青山绿水、鸟语花香。

项目第一、低密度山景第一府邸，只有成功人士才配享受高规格。

EXCELLENT PROJECT 精品项目

Hot Sale | 住宅



Zarston Manor located in Hillsdale New Jersey
美国新泽西州希尔斯代尔 泽信庄园



Zarston Manor located in Hillsdale, New Jersey, a unique and picturesque place 35 minute drive to city center is the first residential housing project of Zarston Group (New Jersey) Company in the New York Metropolitan area. The project covers a total of 310 acres and of 59 homes on which 8 real-estate luxury colonial style houses are to be built. Each residence will be on parcels in excess of a half-acre, having 5,000-6,300 square feet of living space. In addition, 200 square feet of "bonus" space, perfect for a home theater and/or recreation use. The design of the gardens will reflect eastern, traditional designs and varieties of plants and landscapes, a break from the typical North American lawn tree format.

Three will be high sought after homes in or near walk and (free) bus to quality mid-ton outstanding school system, and convenient proximity to shopping and services.

新泽西州希尔斯代尔泽信庄园 是著名于世著名的大师的杰作 离曼哈顿市仅 35 分钟车程 依山临水 风景如画 是泽信集团泽信公司在纽约地区开发 其占地 310 英亩 由八栋奢华风格豪宅 1 座别墅 住宅建筑面积 4,000-6,300 平方英尺 上下 1,000 平方英尺等 有家庭影院和娱乐空间的地下室 传统而优雅的花园 传统 100 种精致花卉 人文精神等多种层次 的园林景观 以及坡地美轮美奂的意大利式建筑。

该庄园与纽约的大多数豪宅 是社区与发达城市的大都市 是可以在这样的美丽环境中享受自然

Zarston Manor is known in the local area and is a unique place 35 minute drive to city center is the first residential housing project of Zarston Group (New Jersey) Company in the New York Metropolitan area. The project covers a total of 310 acres and of 59 homes on which 8 real-estate luxury colonial style houses are to be built. Each residence will be on parcels in excess of a half-acre, having 5,000-6,300 square feet of living space. In addition, 200 square feet of "bonus" space, perfect for a home theater and/or recreation use. The design of the gardens will reflect eastern, traditional designs and varieties of plants and landscapes, a break from the typical North American lawn tree format.

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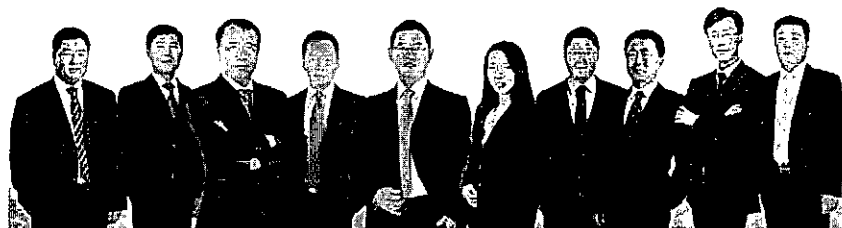
HONOR list 奖项荣誉

<p>Award of Distinction, The National Builders Convention, The National Builders Exchange</p> <p>美国国家建筑商协会 杰出成就奖</p>	<p>Award of Distinction, The National Builders Convention, The National Builders Exchange</p> <p>美国国家建筑商协会 杰出成就奖</p>	<p>Order of the Palmetto, The Palmetto Chapter, The Palmetto Chapter, The Palmetto Chapter</p> <p>棕榈树勋章 棕榈树分会 棕榈树分会 棕榈树分会</p>
<p>Award of Distinction, The National Builders Convention, The National Builders Exchange</p> <p>美国国家建筑商协会 杰出成就奖</p>	<p>Award of Distinction, The National Builders Convention, The National Builders Exchange</p> <p>美国国家建筑商协会 杰出成就奖</p>	<p>Award of Distinction, The National Builders Convention, The National Builders Exchange</p> <p>美国国家建筑商协会 杰出成就奖</p>
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MEMBERS OF THE ENTERPRISE 成员企业

Erde Jinnal Investment Management Co., Ltd.	鼎盛金石投资管理有限公司
Beijing ZARSIION Properties Co., Ltd.	北京泽思地产有限公司
Beijing Hoge Puzhuo Building Materials Co., Ltd.	北京高格聚卓建材集团有限公司
Beijing Hoge Puzhuo Building Materials Co., Ltd.	北京高格聚卓建材集团有限公司
Beijing Huanlan Educational Technology Development Co., Ltd.	北京环蓝教育科技发展有限公司
Tianjin ZARSIION Alpha Investment Co., Ltd.	天津泽思阿尔法投资有限公司
Jilin Hoge Real Estate Co., Ltd.	吉林高格房地产有限公司
Inner Mongolia Hoge Sunshine Industrial Co., Ltd.	内蒙古高格阳光食品股份有限公司
Inner Mongolia ZARSIION Property Service Co., Ltd.	内蒙古泽思物业服务有限公司
Inner Mongolia Cuzhi Construction Supervision Co., Ltd.	内蒙古曲直工程监理有限公司
Inner Mongolia Huizi Education II Equipment Company Co., Ltd.	内蒙古慧子教育装备配套有限公司
Enghao HONG Real Estate Development Co., Ltd.	恩浩房地产开发有限公司
Tongjiao ZARSIION Infrastructure Construction Co., Ltd.	通辽泽思基础设施建设有限公司
Tongjiao ZARSIION Hoge Property Service Co., Ltd.	通辽泽思高格物业服务有限公司

TALENT STRATEGY 人才战略



ZarSION's core strength lies in its human resources. Employees are the most valuable asset of ZarSION. With human resource management as one of the company's most important work,

ZarSION has formed by employees' human resources the most important resource. Employees are the most valuable asset of ZarSION. With human resource management as one of the company's most important work,

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The recruiting concept is of "Attracting talented people by development, inspiring people with the atmosphere of working on leading-edge projects, practical on-the-job training and rewarding people by performance". ZarSION creates conditions and opportunities for the professional development of each staff member.

ZarSION sees knowledge, technology, and management as capital tools which generate the company's profit-sharing. For 19 years, under the guiding employment principles of "high salary, efficiency and excellence" and the "Gris Allotment Option" system, ZarSION has brought together a team of professional elites with high sense of responsibility. This team has laid a solid foundation for ZarSION's strategic development and cultural legacy.

企业即人，人力资源是企业的第一资源，员工是企业最有价值的资产。深信把人才培养成为公司重要的工作之一。

通过“发展吸引人，以事业留人，以工资留人，以荣誉留人”的人才观，为员工的发展创造条件。

深信高素质人才的知识、技术、管理为资本，且有公司的利益分享。十九年来，凭借“高薪、高效、卓越”的用人原则，公司激励员工，吸引和培养了一批批具有高度敬业精神和专业精英素质的战略发展和文化传承打下了坚实基础。

Zarson OHP - I, LLC
Balance Sheet
As of December 31, 2013

**** UNAUDITED ****

Dec 31, 13

ASSETS

Current Assets

10100 · Zarson OHP I- Operating (USB)	9,823,913.27
10103 · Zarson OHP I - Property Mgmt	23,343.00
10105 · Zarson OHP I - Asset Mgmt	411,733.21
10276 · Receivables- Rent	1,672.48
11000 · CIP - Land	18,157,450.00
12000A · CIP - Predevelopment (Pre JV)	15,790,000.00
12000 · CIP - Predevelopment (Post JV)	129,780.66
13000 · CIP - Hard Costs	1,275.00
13600 · CIP - Soft Costs	645,861.64
15000* · CIP - Indirects	1,647,032.44
15400 · CIP - Architecture & Engineerin	148,426.68
15600 · CIP - Sales and Marketing	33,685.00
16000 · Other Assets-Current	9,827.00

Total Current Assets 46,824,000.38

TOTAL ASSETS 46,824,000.38

LIABILITIES & EQUITY

Liabilities

20000 · AP Zarson - OHP I	185,226.38
21165 · Prepaid Rent	3,780.00
21010 · Accrued Interest	421,232.88
21100 · Accrued Liabilities	114,767.21
21160 · Security Deposit - Tenant	84,470.08
22000 · Notes Payable	13,500,000.00

Total Liabilities 14,309,476.55

Equity

30200 · Capital Contribution	32,225,000.00
Net Income	289,523.83

Total Equity 32,514,523.83

TOTAL LIABILITIES & EQUITY 46,824,000.38

Zarson OHP - I, LLC
2013 Profit & Loss

**** UNAUDITED ****

	<u>Jan - Dec 13</u>
Income	
44020 - Base Rent	489,314.22
44055 - Expense Reimbursements	<u>12,804.00</u>
Total Income	502,118.22
Total Operating Expenses	<u>212,594.39</u>
Net Income	<u><u>289,523.83</u></u>

CEDC, April 8, 2014

Attachment C

Chapter 17.138 DEVELOPMENT AGREEMENT PROCEDURE

Sections:

17.138.010 Title, purposes, and applicability.

17.138.015 Projects eligible and special regulations for projects with development agreements.

17.138.020 Application.

17.138.030 Planning Commission action.

17.138.040 Council action.

17.138.050 Criterion

17.138.060 Factors for consideration.

17.138.070 Recordation.

17.138.080 Adherence to development agreement, and amendment or cancellation by mutual consent.

17.138.090 Periodic review.

17.138.100 Development agreement related to other special zoning approval or subdivision.

17.138.010 Title, purposes, and applicability.

The provisions of this chapter shall be known as the development agreement procedure. The purposes of these provisions are to prescribe the procedure for consideration of development agreements and, by encouraging appropriate projects, to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs of development. This procedure shall apply to all proposals for development agreements.

(Ord. No. 13172, § 3(Exh. A), 7-2-2013; Prior planning code § 9350)

17.138.015 Projects eligible and special regulations for projects with development agreements.

- A. Any person having a legal or equitable interest in the real property involved may, upon approval pursuant to the development agreement procedure in this chapter, enter into a development agreement with the City for any specific development project which involves either:
1. A total of at least four (4) acres of land area; or
 2. Five hundred thousand (500,000) square feet of floor area; and is a project intended to be developed in stages; or
 3. Involves land sold or leased by the Redevelopment Agency or the successor to the Redevelopment Agency of the City, and is to be carried out by agreement with the Redevelopment Agency or the successor to the Redevelopment Agency.
- B. The development agreement shall not be approved unless the project has received, or simultaneously receives, whatever design review, conditional use permit, preliminary planned unit development plan approval, and/or variance it may otherwise require. For the duration of the particular agreement, and unless otherwise provided in the terms thereof, there shall be a contractual guarantee that the project covered by the agreement may be pursued under the applicable procedural criteria, if any, and other zoning regulations, and plans or other documents referred to by any such criteria, as they existed when the agreement was approved and

OAKLAND

notwithstanding any subsequent changes in said zoning regulations or documents. However, the agreement may also subject the proposal to special conditions to benefit or protect the City for entering into the development agreement. The conditions may include, but are not limited to, supplemental restrictions on kinds of uses, floor-area ratio, or density; special conditions or criteria for required subsequent zoning approvals, if any; and requirements for the reservation, dedication, or improvement of land for public purposes or accessible to the public.

(Ord. No. 13172, § 3(Exh A), 7-2-2013)

17.138.020 Application.

Application for a development agreement shall be made by a person, or the authorized agent of a person, having a legal or equitable interest in the affected property. Application shall be made on a form prescribed by the City Planning Department and shall be filed with such Department. The application shall be accompanied by the fee prescribed in the fee schedule in Chapter 17.150 and by the proposed development agreement and any supporting material which, between them, shall include the following:

- A. An identification of the affected property and the proposed parties to the agreement;
- B. A description of the development project, indicating the proposed kinds of uses, floor-area ratio or density, and building height and size, and such additional information as may be required to allow the applicable criterion and factors to be applied to the proposal. Such information may include, but is not limited to, site and building plans, elevations, relationships to adjacent properties, and operational data. Where appropriate the description may distinguish between elements of the project which are proposed to be fixed under the agreement and those which may vary;
- C. An identification of any subsisting planned unit development permit or other special zoning approval which has already been obtained for the development project;
- D. The special conditions, if any, to be imposed pursuant to Section 17.138.015
- E. The proposed duration of the agreement and timing of the development project;
- F. A program for periodic review under Section 17.138.090

(Ord. No. 13172, § 3(Exh. A), 7-2-2013; Prior planning code § 9351)

17.138.030 Planning Commission action.

An application for a development agreement shall be considered by the City Planning Commission which shall hold a public hearing on the application. Notice of the hearing shall be given by posting an enlarged notice on the premises of the subject property. Notice of the hearing shall also be given by mail or delivery to all persons shown on the last available equalized assessment roll as owning real property within three hundred (300) feet of the property involved; provided, however, that failure to send notice to any such owner where his or her address is not shown in such records shall not invalidate the affected proceedings. All such notices shall be given not less than seventeen (17) days prior to the date set for the hearing. If, however, the conditions as set forth in Section 17.130.020 apply, alternative notification procedures discussed therein may replace or supplement these procedures. The Commission shall determine whether the proposal conforms to the criterion set forth in Section 17.138.050, and may recommend approval or disapproval of the application, or recommend its approval subject to changes in the development agreement or conditions of approval, giving consideration to the factors set forth in Section 17.138.060. Should a decision not be rendered within sixty (60) days after the filing, the application shall be deemed approved except when, pursuant to the California Environmental Quality Act, an environmental document is required prior to decision, in which case should a decision not be rendered within sixty (60) days after final action on the environmental document, the application shall be deemed approved. In any case, however, the date by which a decision must be rendered may be extended by

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agreement between the Director of City Planning or the City Planning Commission and the applicant. The Commission shall, within ten days of its decision, forward its recommendations to the City Council.

(Ord. 12776 § 3, Exh. A (part), 2006; prior planning code § 9352)

17.138.040 Council action.

After a recommendation has been rendered by the Commission, the City Council shall set the date for consideration of the matter. After setting the hearing date, the Council, prior to hearing the appeal, may refer the matter back to the Planning Commission for further consideration and advice. Appeals referred to the Planning Commission shall be considered by the Commission at its next available meeting. Any such referral shall be only for the purpose of issue clarification and advice. In all cases, the City Council shall retain jurisdiction and, after receiving the advice of the Planning Commission, shall hold a hearing on and decide the appeal.

The City Clerk shall notify the Secretary of the City Planning Commission of the date set for consideration thereof; and said Secretary shall give notice of the hearing by mail or delivery to the applicant, to all parties who have commented on the initial application, and to other interested parties as deemed appropriate. All such notices shall be given not less than seventeen (17) days prior to the date set for the hearing. The Council shall review the recommendation of the Commission and shall determine whether the proposal conforms to the criterion set forth in Section 17.138.050, and may approve or disapprove the proposed development agreement, or approve it subject to changes therein or conditions of approval, giving consideration to the factors set forth in Section 17.138.060. If the Council approves the development agreement or approves it subject to changes or conditions, it shall do so by ordinance and the agreement shall be effective upon the effective date of the ordinance. In any case, the decision of the Council shall be final.

(Ord. 12776 § 3, Exh. A (part), 2006; prior planning code § 9353)

17.138.050 Criterion.

A development agreement may be approved only if it is found that the proposal is consistent with the Oakland General Plan and with any applicable district plan or development control map which has been adopted by the City Council, so said plans or map currently exist.

(Ord. No. 13064, § 2(Exh. A), 3-15-2011; prior planning code § 9354)

17.138.060 Factors for consideration.

In reviewing an application for a development agreement, the City Planning Commission and the City Council shall give consideration to the status and adequacy of pertinent plans; any uncertainty or issues about the affected area which may suggest the retention of flexibility; the traffic, parking, public service, visual, and other impacts of the proposed development project upon abutting properties and the surrounding area; the provisions included, if any, for reservation, dedication, or improvement of land for public purposes or accessible to the public; the type and magnitude of the project's economic benefits to Oakland, and of its contribution if any toward a meeting of housing needs; and to any other comparable, relevant factor.

(Prior planning code § 9355)

17.138.070 Recordation.

Within ten (10) days after the effective date of the development agreement, the City Clerk shall record with the County Recorder a copy of the agreement. If the agreement is amended, canceled, or

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revoked pursuant to Section 17.138.080 or 17.138.090, the City Clerk shall record notice of such action with the recorder.

(Prior planning code § 9356)

17.138.080 Adherence to development agreement, and amendment or cancellation by mutual consent.

A subsisting development agreement shall be enforceable by any party thereto. The interests of the applicant may not be transferred or assigned to a new person without the written consent of the city. In any case, the burdens of such agreement shall also bind, and its benefits shall also inure to, all successors in interest. A development agreement may be amended, or canceled in whole or in part, by mutual consent of the parties to the agreement or their successors in interest. Such amendments and cancellations shall be processed in the same manner as an original application and shall be subject to the same procedural requirements.

(Prior planning code § 9357)

17.138.090 Periodic review.

Each development agreement shall be reviewed at least once every twelve (12) months, and the review period shall be specified in the agreement. Application for periodic review shall be made on a form prescribed by the City Planning Department and shall be filed with such department. The application shall be accompanied by the fee prescribed in the city master fee schedule. Failure to file for such review within the time limits specified in the agreement shall render the agreement null and void. The applicant or successor in interest shall be required to demonstrate good faith compliance with the terms of the agreement. If the Director of City Planning finds that such compliance has been deficient, he or she shall forward this finding and his or her recommendation to the City Council, for consideration in accordance with the enforcement procedure in Chapter 17.152.

(Ord. 12776 § 3, Exh. A (part), 2006; Ord. 12237 § 4 (part), 2000; prior planning code § 9358)

17.138.100 Development agreement related to other special zoning approval or subdivision.

Whenever a development agreement is proposed for a project which requires additional planned unit development or other special zoning approval, or subdivision approval, the application for the development agreement may be substituted with the application for said approval, but shall nonetheless be subject to all the separate procedure, and criterion and factors, pertaining to review of development agreements.

(Prior planning code § 9359)

CEDC, April 8, 2014

Attachment D

**Oak Street to Ninth Avenue District Project
Annual Development Agreement Review of Compliance**

Consistent with Article VI of the Oak to Ninth Avenue Development Agreement, Annual Review of Compliance, this memo outlines Zarsion OHP-1 "ZOHP" activities in implementing the obligations set forth in said agreement.

During the previous 12 months ZOHP has undertaken the following activities to move the redevelopment of Brooklyn Basin forward.

In preparation of commencing Phase I development activities ZOHP has completed the following activities:

1. Acquired fee interest in 31.11 acres and a ground leasehold interest in future open space parcels totaling approximately 33.0 acres.
2. Submitted Implementation Plans for Parcels F & G and T parcels (future street right-of-ways in Phase I) to DTSC for review and approval.
3. *Exhibit C compliance – Phasing Schedule*
 - a. Processing of plans, permits and associated obligations
 - i. Submittal of Master Schematic Improvement Plan
 - ii. Submitted Remediation and Mass Excavation Grading Plans for plan check and permit issuance
 - iii. Final Mapping process clarification request
 - iv. Maintenance District Formation
 1. Investigated the feasibility of formation of a Community Services District for long-term maintenance and providing services with LAFCO and the County Counsel in light of Senate Bill 135 which was signed into law and became effective on January 1, 2006.
 - b. Demolition and Remediation
 - i. Removed vertical improvements of three structures (Cash & Carry Building, Furniture Liquidators and Lakeside Metals Structures).
4. *Exhibit I compliance - Local Hire Provisions*
 - a. ZOHP conducted a Professional Services (Consultants) Outreach Meeting on November 7, 2013 to inform interested parties of potential consulting services opportunities within the implementation of Brooklyn Basin
 - b. ZOHP conducted a Contractor Outreach Meeting on December 19, 2014 to inform interested contractors of potential opportunities associated with the construction of site improvements (on-site and off-site improvements, park and open space improvements).

5. *Exhibit L – Affordable Housing*

- a. Initiation negotiations pertaining to the City's purchase of Parcels F & G
 - i. Submitted a determination of Fair Market Value for subject parcels
 - ii. Conducted several meetings with City Staff regarding determination of Fair Market Value and the delivery construction of subject parcels.

6. *Exhibit M compliance – Conditions of Approval and Mitigation Measures*

- a. Submitted a Project Conditions Compliance Matrix to Planning Staff

7. *Exhibit N compliance – Construction of Temporary Bay Trail*

Developed a schematic location plan to submit to San Francisco Bay Conservation and Development Commission (BCDC)

8. *Resource Agency Permits*

- a. ZOHP submitted ACOE 404 permit and has diligently processed staff to address concerns to include an draft MOA with SHPO for the preservation of a portion of Ninth Avenue Terminal Building and
- b. ZOHP submitted for Regional Water Quality Control Board 401 certification and has diligently processed with staff.

We anticipate site improvement activities, including soil remediation efforts, to occur over the next 24 months. The first residential building permit is projected to be issued in late 2015.

2014 MAR 27 PM 12:45


Deputy City Attorney

OAKLAND CITY COUNCIL

RESOLUTION NO. _____ C.M.S.

RESOLUTION CONSENTING TO THE TRANSFER AND ASSIGNMENT OF THE DEVELOPMENT AGREEMENT FOR THE OAK TO NINTH (BROOKLYN BASIN) PROJECT FROM OAKLAND HARBOR PARTNERS, LLC, TO ZARSION-OHP I, LLC, PURSUANT TO THE DEVELOPMENT AGREEMENT AND PLANNING CODE SECTION 17.138.080

WHEREAS, the City of Oakland Planning Commission certified the Environmental Impact Report (EIR) for the Oak to Ninth development project on March 15, 2006; and

WHEREAS, the City of Oakland Planning Commission, on March 15, 2006, (1) certified the Final Environmental Impact Report; (2) conditionally approved Vesting Tentative Tract Map No. 7621; the Preliminary Development Plan; the Oak to Ninth Design Guidelines; and the Conditional Use Permit for activities proposed in the Open Space-Region Serving Park zone (contingent upon General Plan Amendment and Rezoning approvals); (3) recommended to the City Council approval of amendments to the Estuary Policy Plan text and land use map; adoption of the Planned Waterfront Zoning District-4 zoning district, amendments to the zoning maps; approval of a Tree Removal Permit; and approval of the Development Agreement; and (4) adopted a report and recommendations to the Redevelopment Agency and the City Council on adoption of the proposed amendments to the Central City East Redevelopment Plan and the Central District Urban Renewal Plan for an approximately 64.2 acre site bounded by Embarcadero Road, Fallon Street, Tenth Avenue, and the Estuary; and

WHEREAS, the Oakland City Council and the Redevelopment Agency of the City of Oakland (the "Redevelopment Agency"), on July 18, 2006:

- (1) Adopted a resolution denying the appeal of Arthur D. Levy, sustaining the March 15, 2006 Planning Commission actions on the Oak to Ninth Mixed Use Development Project and certifying the Final Environmental Impact Report for the Oak to Ninth Project;
- (2) Adopted a resolution amending the General Plan Estuary Policy Plan to create a new land use designation, Planned Waterfront Development-4, and to adopt land use map and text changes in connection with the Oak to Ninth Avenue Mixed Use Development Project;
- (3) Adopted a Redevelopment Agency Resolution approving and recommending adoption of the second amendment to the Central City East Redevelopment Plan to revise land use designations for the Oak to Ninth Project Site;
- (4) Adopted an ordinance adopting the second amendment to the Central City East

- Redevelopment Plan to revise land use designations for the Oak to Ninth Project Site;
- (5) Adopted a Redevelopment Agency resolution approving and recommending adoption of an amendment to the Central District Urban Renewal Plan to revise land use designations for the Oak to Ninth Project Site;
 - (6) Adopted an ordinance adopting an amendment to the Central District Urban Renewal Plan to revise land use designations for the Oak to Ninth Project Site;
 - (7) Adopted an ordinance of the City of Oakland adopting the Planned Waterfront Zoning District-4 (PWD-4) Oak to Ninth Mixed Use Development Project;
 - (8) Adopted an ordinance of the City of Oakland rezoning property in the Oak to Ninth Avenue Mixed Use Development project site from Heavy Industrial (M-40) to the Planned Waterfront Zoning District-4 (PWD-4) and Open Space-Regional Serving Park (OS-RSP), and from Civic Center/Design Review Combining Zone (S-2/S-4) to the Planned Waterfront Zoning District-4 (PWD-4) and Open Space-Regional Serving Park (OS-RSP);
 - (9) Adopted a resolution approving a Vesting Tentative Tract Map No. 7621, dated 3/8/06, within the Oak to Ninth Planned Waterfront Zoning District-4 (PWD-4);
 - (10) Adopted a resolution approving Preliminary Development Plan, dated February 2006, and Design Guidelines, for the Oak to Ninth Project Site;
 - (11) Adopted an Ordinance of the City of Oakland approving a Development Agreement Between the City of Oakland, the Redevelopment Agency of the City of Oakland, and Oakland Harbor Partners, LLC, for the Oak to Ninth project and Authorizing the City Administrator to Execute the Development Agreement on Behalf of the City;
 - (12) Adopted a Redevelopment Agency Resolution authorizing the Development Agreement with the City of Oakland and Oakland Harbor Partners, LLC; and

WHEREAS, the City, the Redevelopment Agency, and Oakland Harbor Partners, LLC, entered into the Development Agreement for the Oak to Ninth project, now known as the Brooklyn Basin project, on or about August 24, 2006 (the "Development Agreement"); and

WHEREAS, the City, pursuant to California Health and Safety Code Section 34176, elected to retain and assume the housing assets, obligations, and functions of the Redevelopment Agency upon dissolution of the Redevelopment Agency, including the Redevelopment Agency's interests in the Development Agreement; and

WHEREAS, the Development Agreement and the Oakland Planning Code (Section 17.138.080) require City Council consent to a transfer or assignment of any right or interest of the developer in the Development Agreement to a Non-Exempt Transferee as defined in the Development Agreement; and

WHEREAS, Zarsion-OHP I, LLC, a California limited liability company, submitted a letter to the City of Oakland on February 12, 2014, requesting consent to a transfer and assignment of the interests of Oakland Harbor Partners, LLC, in the Development Agreement to Zarsion-OHP I, LLC; and

WHEREAS, Zarsion-OHP I, LLC, is a Non-Exempt Transferee; and

WHEREAS, under the California Environmental Quality Act (CEQA) Guidelines Section 15162, no subsequent environmental review is required unless the project has changed substantially, the circumstances under which the project would occur have changed substantially, or new information demonstrates that any potential environmental impacts would be substantially

more severe than previously demonstrated; and

WHEREAS, in reviewing the currently proposed transfer of interests, staff has determined that none of the circumstances necessitating further environmental review under CEQA Guidelines Section 15162 are present. The reasons for this determination include, among others, the following: (1) the currently proposed transfer of interest does not affect the development envelope previously reviewed in the EIR and is not a change in the project that involves any new significant effects or a substantial increase in the severity of previously identified significant effects; (2) circumstances under which the project is undertaken have not occurred that will involve new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and (3) no new information has come to light that would involve new or substantially more severe effects or feasible alternatives or mitigation measures; and

WHEREAS, the matter came before the Community and Economic Development Committee on April 8, 2014, which recommended approval of the consent; and

WHEREAS, the matter came before the City Council at a duly noticed public hearing on April 22, 2014; now, therefore, be it

RESOLVED: That the City Council, having independently heard, considered and weighed all the evidence in the record and being fully informed of the Applications and the Planning Commission's decision on the Project, hereby finds that, in accordance with CEQA Section 15162, none of the circumstances requiring preparation of a subsequent or supplemental EIR are present for this action; and be it further

RESOLVED: That the City Council hereby consents to the transfer and assignment of the interests of Oakland Harbor Partners, LLC, in the Development Agreement to Zarsion-OHP I, LLC; and be it

FURTHER RESOLVED: That the City Council authorizes the City Administrator to provide written consent to the proposed transfer and assignment and take such other steps as may be necessary and appropriate for the transfer and assignment to be completed; and be it

FURTHER RESOLVED: That the decision is based, in part, on the April 8, 2014 CEDC Report and 2006 certified EIR, which are all hereby incorporated by reference as if fully set forth herein; and be it

FURTHER RESOLVED: That the City Council finds and determines that all of the conditions precedent to the City's consent to the transfer and assignment set forth in the Development Agreement have either been met or waived; and be it

FURTHER RESOLVED: That the City Council independently finds and determines that this Resolution complies with CEQA and the Environmental Review Officer is directed to cause to be filed a Notice of Determination with the appropriate agencies; and be it

FURTHER RESOLVED: That the record before this Council relating to the Project Applications includes, without limitation, the following:

1. the Project Applications, including all accompanying maps and papers;

2. all plans submitted by the Applicant and their representatives;
3. all staff reports, decision letters and other documentation and information produced by or on behalf of the City, including without limitation the EIR and supporting technical studies, all related and/or supporting materials, and all notices relating to the Project Applications and attendant hearings;
4. all oral and written evidence received by the City staff, the Planning commission, and the city Council before and during the public hearings on the Project Applications; and
5. all matters of common knowledge and all official enactments and acts of the city, such as (a) the General Plan; (b) Oakland Municipal Code, including, without limitation, the Oakland real estate regulations and Oakland Fire Code; (c) Oakland Planning Code; (d) other applicable City policies and regulations; and, (e) all applicable state and federal laws, rules and regulations; and be it

FURTHER RESOLVED: That the custodians and locations of the documents or other materials which constitute the record of proceedings upon which the City Council's decision is based are respectively; (a) Community and Economic Development Agency, Planning & Zoning Division, 250 Frank H. Ogawa Plaza, Suite 3315, Oakland, California; and (b) Office of the City Clerk, 1 Frank H. Ogawa Plaza, 1st Floor, Oakland, California; and be it

FURTHER RESOLVED: That the recitals contained in this resolution are true and correct and are an integral part of the City Council's decision.

IN COUNCIL, OAKLAND, CALIFORNIA, _____, 20____

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, GALLO, GIBSON MCELHANEY, KALB, KAPLAN, REID, SCHAAF and PRESIDENT KERNIGHAN

NOES -

ABSENT -

ABSTENTION -

ATTEST _____

LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland, California