

EXHIBIT G-A

COMMUNITY BUILDER PROGRAM PROCEDURES

1. SELECTION OF COMMUNITY BUILDERS

Section 1.1 Applicant Outreach Process. Promptly following the first Sub-Phase Approval for a Sub-Phase that contains a Community Builder Lot in each Major Phase, as warranted in accordance with Section 1.2(c), and from time to time thereafter in Developer's discretion, Developer shall identify and inform potential BVHP Area Builders of the opportunity to participate in the Community Builder Program by employing such efforts as Developer believes are reasonably necessary in order to elicit sufficient applicants to ensure that the goals of the Community Builder Program can be fulfilled (the "**Applicant Outreach Process**"). Such efforts may include, but are not limited to:

- (a) Conducting community outreach, which may include, but is not limited to, advertising, direct mail, e-mail and flyers targeted at BVHP Area Builders;
- (b) Providing the Community Builder Application (as defined below) to each BVHP Area Builder who requests an application and posting the Community Builder Application on Developer's and the Agency's website;
- (c) Conducting workshops designed to explain the Community Builder Program and the application process therefor; and
- (d) Staffing the Project office to answer questions about the Community Builder Program and to assist in completing the Community Builder Application.

Section 1.2 Community Builder Application.

(a) Form. The "**Community Builder Application**" shall be the application form prepared by Developer and Approved by the Agency from time to time. The Community Builder Application must provide, to the extent available, the information described below:

(i) *Technical Proficiency.* Documentation of technical qualifications related to the proposed development, including resumes of all members of the applicant and the identification of licenses, certificates and relevant educational training. Documentation of a proven track record as a developer or builder, including demonstrable record as either a developer or builder of a housing or commercial development, including a list of client references.

(ii) *Relevant Experience.* Documentation of direct or related experience, including but not limited to investment, construction, engineering and development experience and a detailed explanation of previous development projects, including location, size, cost, capital and financing sources used, economic performance, project timeline and a description of the role of the applicant or its constituent members in the project. Proven track record of

meeting a project timeline as well as the ability to hire and manage sub-contractors, schedule trades and materials and secure permits.

(iii) *Financial History and Financial Capacity.* Documentation of successful bid and job completion. Documentation of the following financial information: four (4) years of annual credit reports, annual reports, audited financial statements or tax returns of the applicant and its constituent members and real estate portfolios, recent history of obtaining financing commitments, a description of all projects currently underway but not completed, including the financial commitment required of the applicant, identification of equity and debt capital and the relationship between the developer and the financing source.

(iv) *Litigation History.* Detailed information regarding any litigation that involved the applicant or any of its direct or indirect constituent members.

(v) *Formation.* Documentation evidencing that the applicant and its constituent members, if any, have been duly formed, made all filings and are in good standing in the State of California and in the state of their respective incorporation. If the applicant is a (x) joint venture or (y) a BVHP Non-Profit Group with a Development Assistant, then the applicant shall provide evidence demonstrating the existence of a duly executed contractual relationship between the applicable parties.

(b) Process. Developer shall provide applicants with a reasonable period of time in which to submit a Community Builder Application. Developer shall notify applicants of receipt of the submitted Community Builder Application, keep a list of all persons who submit a Community Builder Application and consult with the Agency to supplement such list with additional names of potential Community Builders (each, a “**Community Builder Applicant**”, and collectively, the “**Community Builder Applicants**”).

(c) Updates. Due to the phased nature of the Project, the Community Builders Pool may be formed and Community Builders may be selected therefrom significantly in advance of the Completion of the Infrastructure for a particular Community Builder Lot. In order to ensure that the qualifications stated by Community Builders in their respective Community Builder Applications remain current, the Agency or Developer may from time to time issue a written request to a Community Builder (the “**Update Request**”) for an update to the information provided in the Community Builder Application previously submitted. Responses to Update Requests shall be handled as follows:

(i) Failure to respond in writing within forty five (45) days following receipt of an Update Request will result in the disqualification of such Community Builder from participating in the Community Builder Program. In the event of a disqualification, Developer shall have the sole and absolute discretion to (i) select a new Community Builder from the Community Builders Pool and/or (ii) conduct the Applicant Outreach Process to increase the available number of potential Community Builders in the Community Builders Pool and

thereafter select a new Community Builder from the Community Builders Pool (the “**Disqualification Procedures**”).

(ii) In the event that a Community Builder timely responds to the Update Request, but advises of a change in any of the material information or qualifications included on its application that the Selection Panel believes is materially adverse, then the Selection Panel shall provide to the Community Builder written notice of specific deficiencies in the information provided in response to the Update Request (the “**Cure Notice**”). The Community Builder will have forty five (45) days (the “**Resolution Period**”) to provide information to the Selection Panel sufficient to address the concerns specified in the Cure Notice. If a Cure Notice is sent to a Community Builder that is comprised of a BVHP Non-Profit Group and its Development Assistant, then the BVHP Non-Profit Group shall provide the Selection Panel during the Resolution Period with an updated Community Builder Application, which may propose a replacement Development Assistant (the “**Replacement Development Assistant**”) if necessary to address the deficiencies noted in the Cure Notice. Within fifteen (15) days following the last day of the Resolution Period, the Selection Panel shall by mutual agreement determine whether the information submitted by the Community Builder (or the BVHP Non-Profit Group) adequately cures the deficiencies outlined in the Cure Notice and shall inform such Community Builder (or the BVHP Non-Profit Group) in writing of such determination. If the Selection Panel determines that the information submitted by the Community Builder (or the BVHP Non-Profit Group) does not adequately cure the deficiencies outlined in the Cure Notice, then the Selection Panel may by mutual agreement elect to issue a subsequent Cure Notice or direct Developer to follow the Disqualification Procedures.

Section 1.3 Selection.

(a) Selection Panel. A selection panel comprised of two (2) representatives appointed by each of the Agency and Developer (the “**Selection Panel**”) shall by mutual agreement create a pool of potential Community Builders selected from the Community Builder Applicants (the “**Community Builders Pool**”). Representatives appointed to the Selection Panel shall be employees of the party that appointed such representative and shall be experienced in real estate development matters. Representatives may be replaced from time to time by the party that originally appointed such representative by providing notice thereof to the other appointing party.

(b) Selection Criteria for Inclusion in the Community Builders Pool. To be included in the Community Builders Pool, the Selection Panel must find (the “**Qualification Finding**”) that the applicant (1) qualifies as a BVHP Area Builder, (2) has technical proficiency and relevant experience (including at least two (2) years of development or construction experience) to perform duties that are economically significant to the development of a Community Builder Lot (the “**Technical Qualifications**”) and (3) has the capacity to actively and substantially participate in the

day-to-day, financial and policy decision-making responsibilities associated with the acquisition and development of a Community Builder Lot.

(c) Selection of Community Builders. Developer shall have the sole and absolute discretion to select Community Builders from the Community Builders Pool and to assign such Community Builders to Community Builder Lots. Upon such selection and assignment, Developer shall provide written notice thereof to the Community Builders, those in the Community Builders Pool and the Agency and the selected Community Builder shall no longer be considered part of the Community Builders Pool.

2. FORM OF PARTICIPATION BY COMMUNITY BUILDER

Section 2.1 Independent Community Builder. An “**Independent Community Builder**” is a Community Builder which possesses the capacity to (1) acquire its assigned Community Builder Lot in accordance with the terms set forth in the DDA, (2) negotiate a Vertical DDA mutually acceptable to such Community Builder and the Agency and (3) complete the Vertical Improvements for such Community Builder Lot in accordance with the terms of such Vertical DDA. Under such model, the Independent Community Builder would be solely responsible for acquiring and developing the applicable Community Builder Lot in accordance with the terms of this Agreement, the DDA and the Vertical DDA.

Section 2.2 Joint Venture Community Builder. A “**Joint Venture Community Builder**” is a Community Builder which forms a joint venture with Developer, an Affiliate of Developer and/or a Qualified Buyer (such joint venture, the “**Developer/Community Builder Venture**”) pursuant to a joint venture agreement mutually agreed upon by Developer (or an Affiliate of Developer) and the Community Builder (the “**Developer/Community Builder Joint Venture Agreement**”). The Developer/Community Builder Joint Venture Agreement shall require the Community Builder to contribute a material portion of the anticipated costs of acquiring its assigned Community Builder Lot in accordance with the terms set forth in the DDA and the anticipated costs of completing the anticipated Vertical Improvements for such Community Builder Lot and the return thereon shall be commensurate with the portion so contributed by the Community Builder.

Section 2.3 Fee Developer Community Builder. A “**Fee Developer Community Builder**” is a Community Builder which enters into a customary development services agreement (the “**Fee Developer Agreement**”) with the Vertical Developer the applicable Community Builder Lot pursuant to which the Fee Developer Community Builder participates in the day-to-day development of the applicable Community Builder Lot. The Fee Developer Agreement will not require the Community Builder to contribute capital to either (i) acquire the applicable Community Builder Lot or (ii) complete the Vertical Improvements for such Community Builder Lot. In consideration of such participation, the Fee Developer Community Builder will receive compensation (the “**Development Fee**”) of up to three percent (3%) of either: (a) the direct costs associated with the vertical construction of the applicable Community Builder Lot (the “**Cost Model**”) or (b) the gross revenues of the applicable Community Builder Lot (the “**Revenue Model**”). Under (x) the Cost Model, the Development Fee will be paid based on the payment date and amount of qualifying costs and (y) the Revenue Model, the Development Fee will be paid monthly based on the anticipated gross revenues, with a portion of

such Development Fee to be disbursed after and to the extent the development of the Community Builder Lot has resulted in a commercially reasonable rate of return. The Development Fee, the final amount and method of calculation of which will be included in the Fee Developer Agreement, may be adjusted downward, if at all, based on the level of services to be provided by the Community Builder.