

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Contribution and Assumption Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RS Real Estate Group, L.P.(and others)		08/31/2006	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Coast Range Investments, LLC		
Street Address:	100 First Street		
Internal Address:	Suite 2210		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78845688	XS	
Serial Number:	78845687	XS RANCH	
CORRESPONDENCE DATA			
Fax Number:	(713)238-7161		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	713-220-4076		
Email:	pat-tmk@andrewskurth.com		
Correspondent Name:	John P. Courtney		
Address Line 1:	600 Travis		
Address Line 2:	Suite 4200		
Address Line 4:	Houston, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	RSI001/166400		
NAME OF SUBMITTER:	John P. Courtney		

CH \$65.00 78845688

Signature:	/courj-sulla/
Date:	06/25/2009
<p>Total Attachments: 13</p> <p>source=RSI Assumption Agmt#page1.tif source=RSI Assumption Agmt#page2.tif source=RSI Assumption Agmt#page3.tif source=RSI Assumption Agmt#page4.tif source=RSI Assumption Agmt#page5.tif source=RSI Assumption Agmt#page6.tif source=RSI Assumption Agmt#page7.tif source=RSI Assumption Agmt#page8.tif source=RSI Assumption Agmt#page9.tif source=RSI Assumption Agmt#page10.tif source=RSI Assumption Agmt#page11.tif source=RSI Assumption Agmt#page12.tif source=RSI Assumption Agmt#page13.tif</p>	

CONTRIBUTION AND ASSUMPTION AGREEMENT

THIS CONTRIBUTION AND ASSUMPTION AGREEMENT, dated as of August 31, 2006, is entered into by and among RS Investment Management Co. LLC, a Delaware limited liability company ("RSIM"), RS Real Estate Group, L.P., a Delaware limited partnership ("Real Estate Group"), Coast Range Investments LLC, a Delaware limited liability company ("Coast Range Investments"), Fund IV Investors General Partner I, LLC, a Delaware limited liability company ("Fund IV Newco"), James Foster ("Foster"), G. Randall Hecht ("Hecht"), Terry Otton ("Otton"), Steven Cohen ("Cohen") and Vincent Saunders ("Saunders") and, together with Hecht, Otton and Cohen, the "Non-Contributing Owners") with reference to the following facts:

A. Real Estate Group is the sole general partner of RS Fund IV Manager, L.P. ("Fund IV Manager") and RS Fund V Manager, L.P. ("Fund V Manager"), each a Delaware limited partnership. Real Estate Group is a member of RSCPF Manager, LLC, a California limited liability company ("RSCPF"), and of RSRF Company, L.L.C., a California limited liability company ("RSRF"). Real Estate Group is the sole member of Fund IV Investors General Partner, LLC ("Fund IV GP") and of Fund IV Newco. Real Estate Group is a limited partner of RSIM Property Management, L.P., a Delaware limited partnership ("RSIM Management").

B. RSIM is a member of RSRF. RSIM is the sole general partner of Real Estate Group.

C. Real Estate Group and RSIM are the only members of Coast Range Investments. RSIM is the sole general partner of Real Estate Group.

D. Pursuant to the terms of that certain Agreement and Plan of Reorganization by and among RSIM, Real Estate Group, Foster, the Non-Contributing Owners, RS Growth Group, LLC, a Delaware limited liability company, RS Investment Management, L.P., a California limited partnership, RS Investment Management Inc., a Delaware corporation, and RS Bayview, Inc., a Delaware corporation (the "Reorganization Agreement"), the parties have entered into this agreement.

E. On the terms and subject to the conditions set forth herein, Real Estate Group desires (1) to contribute to Fund IV Newco, as an initial capital contribution, its entire general partner interest (the "Fund IV Interest") in Fund IV Investors, L.P., a Delaware limited partnership ("Fund IV Investors"), and (2) to contribute to Coast Range Investments, as an initial capital contribution, (a) its entire general partner interest in Fund IV Manager, (b) its entire general partner interest in Fund V Manager, (c) its entire membership interest in RSCPF, (d) its entire membership interest in RSRF, (e) its entire limited partner interest in RSIM Management, (f) that part of its membership interest in Fund IV GP representing the right to receive all asset-based compensation and fifty percent of the carried interests received by Fund IV GP from Fund IV Investors II, L.P., a Delaware limited partnership, and (g) that part of its membership interest in Fund IV Newco representing the right to receive all asset-based compensation and fifty percent of the carried interests received by Fund IV Newco from Fund IV Investors (collectively, the "Real Estate Group Interests").

F. On the terms and subject to the conditions set forth herein, RSIM desires to contribute to Coast Range Investments, as an initial capital contribution, that part of its interest in RSRF representing the right to receive fifty percent of the carried interests received by RSRF from RS Residential Fund, L.P., a California limited partnership (the "RSIM Interests"). The Fund IV Interest, the Real Estate Group Interests and the RSIM Interests are referred to herein collectively as the "Interests."

G. After the foregoing contributions have been made, Real Estate Group desires to distribute to RSIM all of Real Estate Group's interest in Coast Range Investments.

H. Coast Range Investments desires to assume all of the existing and future liabilities, whether known or unknown, of Real Estate Group, RSIM, the Non-Contributing Owners and their affiliates with respect to Fund IV Manager, Fund IV GP, Fund V Manager, RSCPF, RSRF, RSIM Management, Fund IV Newco and Fund IV Investors (collectively, the "Real Estate Companies") or incurred or undertaken in connection with the business activities of RSIM and Real Estate Group relating to the Real Estate Companies (the "Real Estate Business") and to indemnify Real Estate Group, RSIM, the Non-Contributing Owners and their affiliates for such liabilities.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements, representations, warranties, provisions and covenants herein contained, the parties hereto, each intending to be bound hereby, agree as follows:

1. CONTRIBUTION OF INTERESTS

1.1 Contribution by Real Estate Group to Fund IV Newco. Real Estate Group shall transfer, assign, convey and contribute to Fund IV Newco, and Fund IV Newco shall acquire, as an initial capital contribution from Real Estate Group, all of Real Estate Group's right, title and interest in and to the Fund IV Interest.

1.2 Contribution by Real Estate Group to Coast Range Investments. Real Estate Group shall transfer, assign, convey and contribute to Coast Range Investments, and Coast Range Investments shall acquire, as an initial capital contribution from Real Estate Group, all of Real Estate Group's right, title and interest in and to the Real Estate Group Interests.

1.3 Contribution by RSIM to Coast Range Investments. RSIM shall transfer, assign, convey and contribute to Coast Range Investments, and Coast Range Investments shall acquire, as an initial capital contribution from RSIM, all of RSIM's right, title and interest in and to the RSIM Interests.

2. DISTRIBUTION OF COAST RANGE INVESTMENTS INTERESTS

Real Estate Group shall transfer, assign, convey and distribute to RSIM all of Real Estate Group's right, title and interest in and to Coast Range Investments.

3. CONSENT

To the extent required under the agreements of limited partnership or operating agreements of RSIM, Real Estate Group and the Real Estate Companies, each of the Non-Contributing Owners hereby consents to the transactions set forth in sections 1 and 2 of this Agreement.

4. ASSUMPTION, INDEMNITY AND RELEASE

4.1 Assumption. Coast Range Investments shall assume, become responsible for and pay or discharge when due any and all liabilities and obligations (whether arising on, before or after the Closing, known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued and due or to become due) of RSIM, Real Estate Group, the Non-Contributing Owners and any of their respective directors, officers, partners, members, managers, employees or Affiliates incurred on behalf of or for the benefit of the Real Estate Companies or arising out of or in connection with the Real Estate Business, including, without limitation, liability for any payments under the Separation and Mutual Release Agreement between RSIM and Margo M. Pflum, dated January 2, 2004 (collectively, the "Assumed Liabilities").

4.2 Indemnity. Coast Range Investments agrees to indemnify and defend RSIM, Real Estate Group, the Non-Contributing Owners and their respective directors, officers, partners, members, managers, employees or Affiliates and to hold them harmless from and against any and all claims, liabilities, damages and expenses (including, without limitation, the reasonable fees and expenses of attorneys and expert witnesses, the costs of investigation and court costs) in accordance with Section 5 of the Reorganization Agreement.

4.3 General Release. Coast Range Investments and Foster (each a "Releasing Party") hereby fully release forever and discharge RSIM, Real Estate Group, the Non-Contributing Owners and their respective directors, officers, partners, members, managers, employees and Affiliates (each a "Released Party") from all rights, claims and actions, known or unknown, of any kind whatsoever, which such Releasing Party now has against any Released Party, arising out of or relating to events arising prior to or on the Closing Date, except (a) for compensation (including accrued vacation) owed to Foster as an employee of RSIM or Real Estate Group for current periods expressly described and specifically excepted from such release on Schedule 4.3; and (b) for the obligations of RSIM and Real Estate Group arising after the Closing under this Agreement or any other document or instrument entered into pursuant to the Reorganization Agreement; and (c) for indemnification obligations of RSIM LLC, First Source Newco and Second Source Newco under Section 5 of the Reorganization Agreement. Specifically, but not by way of limitation, each Releasing Party waives any right of indemnification, contribution or other recourse against each Released Party which such Releasing Party now has or may hereafter have against such Released Party other than with respect to covenants made in this Agreement or the Reorganization Agreement by such Released Party.

Each Releasing Party hereby waives and relinquishes all rights and benefits afforded by Section 1542 of the California Civil Code, which states as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Each Releasing Party understands and acknowledges the significance and consequence of this waiver of Section 1542 and nevertheless elects to, and does, release those claims described in this Section 4.3, known or unknown, that such Releasing Party may have now or in the future arising out of or relating to any event arising prior to the date of this Agreement.

5. CLOSING TIME AND PLACE

Subject to the terms and conditions of this Agreement, the closing of each of the transactions contemplated herein (the "Closing") shall take place, and the effectiveness of each of the contributions, assumptions and distributions provided for in this Agreement shall be deemed to occur, on the time and date and at the location set forth in the Reorganization Agreement (the "Closing Date"). At the Closing, the parties shall deliver to each other the documents, instruments and other items described in Section 9 of this Agreement.

6. NO REPRESENTATIONS OR WARRANTIES

NONE OF RSIM, REAL ESTATE GROUP OR THE NON-CONTRIBUTING OWNERS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE INTERESTS, THE REAL ESTATE COMPANIES OR THE REAL ESTATE BUSINESS. COAST RANGE INVESTMENTS AGREES THAT IT IS ACQUIRING THE INTERESTS ON AN "AS IS" BASIS. RSIM, REAL ESTATE GROUP AND THE NON-CONTRIBUTING OWNERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY THAT THE INTERESTS ARE VALIDLY ISSUED OR THAT THE REAL ESTATE BUSINESS OR REAL ESTATE COMPANIES HAVE COMPLIED WITH APPLICABLE LAW. NO PERSON, WHETHER EMPLOYEE, AGENT OR REPRESENTATIVE OF RSIM, REAL ESTATE GROUP OR THE NON-CONTRIBUTING OWNERS, IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS AND THE DISCLAIMERS SET FORTH HEREIN.

7. CONDITIONS PRECEDENT TO OBLIGATION OF RSIM, REAL ESTATE GROUP AND NON-CONTRIBUTING OWNERS TO CLOSE

The obligations of RSIM, Real Estate Group and the Non-Contributing Owners under this Agreement are subject to the satisfaction, at or before Closing, of all of the following conditions precedent, unless waived in writing by RSIM, Real Estate Group and the Non-Contributing Owners:

7.1 Covenants. Coast Range Investments and Foster shall have performed, satisfied and complied with all covenants and agreements required by this Agreement and the Reorganization Agreement to be performed, satisfied or complied with by them before the Closing.

7.2 No Litigation. None of the transactions contemplated hereby shall have been enjoined by any court or by any federal or state governmental branch, agency, commission or regulatory authority and no suit or other proceeding challenging the transactions contemplated hereby shall have been threatened or instituted and no investigative inquiry or other demand shall have been made by any federal or state governmental branch, agency, commission or regulatory authority.

7.3 Other Deliveries. Coast Range Investments and Foster shall have delivered the items which they are required to deliver under Section 9 of this Agreement.

7.4 Governmental Approvals; Third Party Consents to Transfer. All consents of any government authorities or agencies necessary to approve the transactions contemplated by this Agreement, if any ("Required Governmental Consents") shall have been received, and each other party whose consent is required to the transactions contemplated by this Agreement shall have consented to such transactions.

8. CONDITIONS PRECEDENT TO OBLIGATION OF COAST RANGE INVESTMENTS AND FOSTER TO CLOSE

The obligations of Coast Range Investments and Foster under this Agreement are subject to the satisfaction, at or before Closing, of all of the following conditions precedent, unless waived in writing by Coast Range Investments and Foster:

8.1 Covenants. RSIM and Real Estate Group shall have performed, satisfied and complied with all covenants and agreements required by this Agreement and the Reorganization Agreement to be performed, satisfied or complied with by them before the Closing.

8.2 No Litigation. None of the transactions contemplated hereby shall have been enjoined by any court or by any federal or state governmental branch, agency, commission or regulatory authority and no suit or other proceeding challenging the transactions contemplated hereby shall have been threatened or instituted and no investigative inquiry or other demand shall have been made by any federal or state governmental branch, agency, commission or regulatory authority.

8.3 Other Deliveries. RSIM and Real Estate Group shall have delivered the items which they are required to deliver under Section 9 of this Agreement.

8.4 Governmental Approvals; Third Party Consents to Transfer. All Required Governmental Consents shall have been received, and each other party whose consent is required to the transactions contemplated by this Agreement shall have consented to such transactions.

9. CLOSING DELIVERIES

At the Closing, the respective parties shall make the deliveries indicated below:

9.1 Coast Range Investments and Foster Deliveries.

(a) Coast Range Investments and Foster shall execute and deliver such other instruments and items as RSIM or Real Estate Group shall reasonably request relating to transactions contemplated by this Agreement.

(b) Each of Coast Range Investments and Foster shall deliver to RSIM and Real Estate Group all items that it or he is required to deliver to RSIM and Real Estate Group under the Reorganization Agreement.

9.2 RSIM and Real Estate Group Deliveries.

(a) RSIM and Real Estate Group shall execute and deliver such other instruments and items as Coast Range Investments shall reasonably request relating to transactions contemplated by this Agreement.

(b) Each of RSIM and Real Estate Group shall deliver to Coast Range Investments all items that it is required to deliver to Coast Range Investments under the Reorganization Agreement.

10. ADDITIONAL COVENANTS

10.1 Further Assurances and Additional Conveyances. Following the Closing, RSIM, Real Estate Group and Coast Range Investments shall each deliver or cause to be delivered at such times and places as shall be reasonably requested such additional instruments as RSIM, Real Estate Group or Coast Range Investments may reasonably request for the purpose of carrying out this Agreement.

10.2 No Disparagement. From and after the date hereof, (i) neither Foster nor Coast Range Investments shall, in any way or to any person or entity or governmental or regulatory body or agency, denigrate or derogate RSIM, Real Estate Group, any of the Non-Contributing Owners or any of their respective officers, directors, partners, members, managers, employees, affiliates, products, services or procedures, and (ii) neither RSIM, Real Estate Group, any of the Non-Contributing Owners, or any of their respective officers, directors, partners, members, managers, employees, or affiliates, shall, in any way or to any person or entity or governmental or regulatory body or group, denigrate Foster or Coast Range Investments, whether or not such denigrating or derogatory statements shall be true and whether or not such statements are based on acts or omissions which are learned after the date hereof or on acts or omissions which occur after the date hereof, or otherwise, unless required by law. A statement shall be deemed denigrating or derogatory to any person or entity if it adversely affects the regard or esteem in which such person or entity is held by others. Without limiting the generality of the foregoing, neither Coast Range Investments nor Foster shall, directly or indirectly in any way in respect of RSIM, Real Estate Group, any of the Non-Contributing Owners or any of their respective officers, directors, partners, members, managers, employees, Affiliates, products,

services or procedures, communicate with, or take any action which is adverse to the position of any such person with any person, entity or governmental or regulatory body or agency who or which has dealings or prospective dealings with any such person or jurisdiction or prospective jurisdiction over any such person.

10.3 Specific Performance. The parties agree that any breach or threatened breach of Section 10.2 would cause irreparable injury to the disparaged party and that money damages would not provide an adequate remedy. Accordingly, in addition to any other rights or remedies, RSIM, Real Estate Group and the Non-Contributing Owners, Foster and Coast Range Investments shall be entitled to have Section 10.2 specifically enforced by any court of competent jurisdiction, and to injunctive relief to enforce Section 10.2 and to restrain Coast Range Investments or Foster or RSIM, Real Estate Group and the Non-Contributing Owners from any violation thereof.

11. GENERAL

11.1 Assignment. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective the successors or assigns. No party shall assign or otherwise transfer this Agreement without the prior written consent of the other parties.

11.2 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

11.3 Notices. All notices, requests, demands, consents and other communications hereunder must be in writing and shall be deemed to have been duly given when delivered personally, when transmitted by facsimile transmission, one business day after being deposited with Federal Express or other nationally recognized overnight delivery service, or three business days after being mailed by first class mail, charges or postage prepaid, to each party at the following address, or any other address that any party may designate by notice to the others:

If to RSIM or Real Estate Group: RS Investment Management Co. LLC
388 Market Street, Suite 1700
San Francisco, CA 94111
Attn: Benjamin L. Douglas, General Counsel
Facsimile: (415) 591-2869

with a copy to: Goodwin Procter LLP
Exchange Place
53 State Street
Boston, MA 02109
Attn: Richard E. Floor
Facsimile: (617) 523-1231

If to Coast Range
Investments or Foster:

388 Market Street, Suite 1700
San Francisco, CA 94111
Attn: Benjamin L. Douglas, General Counsel
Facsimile: (415) 591-2869

11.4 Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of California, without regard to its conflict of law provisions.

11.5 Attorneys' Fees. If any dispute between or among any of the parties should result in arbitration or litigation, the prevailing party or parties in such dispute shall be entitled to recover from the other party or parties all reasonable fees, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred by the prevailing party or parties in connection therewith, all of which shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any award, judgment or order entered in such action shall specifically provide for the recovery of attorneys' fees and costs incurred in enforcing such award or judgment and an award of prejudgment interest from the date of the breach at the maximum rate allowed by law. For the purposes of this Section 11.5, (a) attorneys' fees shall include, without limitation, fees incurred in post-award or post-judgment motions, contempt proceedings, garnishment, levy, and debtor and third party examinations, discovery, and bankruptcy litigation, and (b) prevailing party shall mean the party that is determined in the proceeding to have prevailed or who prevails by dismissal, demurrer, default or otherwise.

11.6 Arbitration. The parties waive their right to seek remedies in court, including any right to a jury trial. The parties agree that any dispute between or among any of the parties or any of their Affiliates arising out of, relating to or in connection with this Agreement, shall be resolved exclusively through binding arbitration conducted under the auspices of JAMS pursuant to its Arbitration Rules and Procedures. The arbitration hearing shall be held in San Francisco, California. Disputes shall not be resolved in any other forum or venue. The arbitration shall be conducted by a retired judge who is experienced in resolving disputes regarding the real estate business. The parties agree that the arbitrator shall apply the substantive law of the state of California to all state law claims, that discovery shall not be permitted except as required by JAMS' Arbitration Rules and Procedures, and that the arbitrator may not award punitive or exemplary damages, unless (but only to the extent that) such damages are required by law to be an available remedy for the specific claim(s) asserted. In accordance with JAMS' Arbitration Rules and Procedures, the arbitrator's award shall consist of a written statement as to the disposition of each claim and the relief, if any, awarded on each claim. The award shall not include or be accompanied by any findings of fact, conclusions of law or other written explanation of the reasons for the award. The parties understand that the right to appeal or to seek modification of any ruling or award by the arbitrator is severely limited under state and federal law. Any award rendered by the arbitrator shall be final and binding, and judgment may be entered thereon in any court of competent jurisdiction in the county and state of the principal office of RSIM at the time the award is rendered or as otherwise provided by law.

11.7 Captions. The captions in this Agreement are for convenience only and shall not be considered a part hereof or affect the construction or interpretation of any provisions of this Agreement.

11.8 Number and Gender of Words. Whenever the singular number is used herein, the same shall include the plural where appropriate, and shall apply to all of such number, and to each of them, jointly and severally, and words of any gender shall include each other gender where appropriate.

11.9 Entire Agreement. This Agreement, the Reorganization Agreement and the other documents delivered pursuant hereto constitute the entire agreement and understanding among the parties hereto and supersede all prior negotiations, correspondence, understandings and agreements between or among the parties regarding the subject matter hereof. This Agreement may be modified or amended only by a written instrument executed or approved by all of the parties hereto.

11.10 Waiver. No waiver by any party hereto at any time of any breach of, or compliance with, any condition or provision of this Agreement to be performed by any other party hereto may be deemed a waiver of similar or dissimilar provisions or conditions at the same time or at any prior or subsequent time.

11.11 Severability. Each provision of this Agreement shall be viewed as separate and divisible and, if any provision of this Agreement shall be held to be invalid or otherwise unenforceable, as a whole or in part, the remainder of the provisions, or enforceable parts thereof, shall continue to be in full force and effect.

11.12 Construction. For purposes of this Agreement, the term "Affiliate" means, with respect to any person, any person that directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with such person, and in the case of a corporation includes directors and officers.

IN WITNESS WHEREOF, this Contribution and Assumption Agreement has been duly executed by or on behalf of the parties hereto as of the date first above written.

RS Investment Management Co. LLC

RS Real Estate Group, L.P.

By: 
Terry R. Otton, CEO

By: RS Investment Management Co. LLC,
its General Partner

By: 
Terry R. Otton, CEO

Coast Range Investments LLC

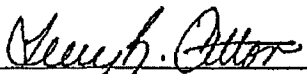
Fund IV Investors General Partner I, LLC

By: _____
James P. Foster, Manager

By: _____
James P. Foster, Manager

James Foster

G. Randall Hecht


Terry Otton

Steven Cohen

W. Vincent Saunders

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RS Investment Management Co. LLC

RS Real Estate Group, L.P.

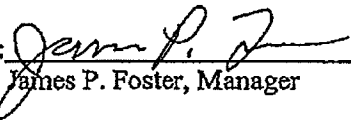
By: _____
Terry R. Otton, CEO

By: RS Investment Management Co. LLC,
its General Partner

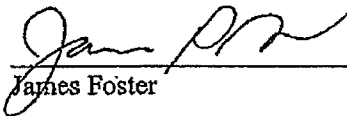
By: _____
Terry R. Otton, CEO

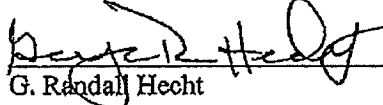
Coast Range Investments LLC

Fund IV Investors General Partner I, LLC

By:  _____
James P. Foster, Manager

By:  _____
James P. Foster, Manager

 _____
James Foster

 _____
G. Randall Hecht

Terry Otton

Steven Cohen

W. Vincent Saunders

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RS Investment Management Co. LLC

By: _____
Terry R. Otton, CEO

Coast Range Investments LLC

By: _____
James P. Foster, Manager

James Foster

Terry Otton

W. Vincent Saunders

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RS Real Estate Group, L.P.

By: RS Investment Management Co. LLC,
its General Partner

By: _____
Terry R. Otton, CEO

Fund IV Investors General Partner I, LLC

By: _____
James P. Foster, Manager

G. Randall Hecht


Steven Cohen

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RS Investment Management Co. LLC

RS Real Estate Group, L.P.

By: RS Investment Management Co. LLC,
its General Partner

By: _____
Terry R. Otton, CEO

By: _____
Terry R. Otton, CEO

Const Range Investments LLC

Fund IV Investors General Partner I, LLC

By: _____
James P. Foster, Manager

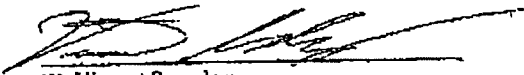
By: _____
James P. Foster, Manager

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G. Randall Hecht

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Steven Cohen



W. Vincent Saunders

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