

---

**From:** Stacy Schubert  
**Sent:** Monday, August 05, 2013 6:41 PM  
**To:** Nola Cedergreen  
**Cc:** Mike Buller  
**Subject:** FW: Lease draft 2013.08.05  
**Attachments:** ANC LIO Extension DRAFT 2013.08.15 MP.docx

Hi Nola:

I hope you're well.

I hear Mike is keeping you busy with our projects and here is another...Can you review the attached lease? (Mike may provide more direction). We also have a MOU that we expect to receive fairly soon and we'll shoot that over as well.

Hope you're having an excellent summer!  
Stacy

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**From:** Juli Lucky [<mailto:Juli.Lucky@akleg.gov>]  
**Sent:** Monday, August 05, 2013 1:32 PM  
**To:** Pamela Varni; Mike Buller; Doc Crouse; Stacy Schubert  
**Cc:** Rep. Mike Hawker; Mark Pfeffer ([MPfeffer@PfefferDevelopment.com](mailto:MPfeffer@PfefferDevelopment.com))  
**Subject:** Lease draft 2013.08.05

Attached is the lease extension and amendment draft we discussed today – based on LAA Legal's draft #2 with markup by Rep. Hawker and Mr. Pfeffer.

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~  
Juli Lucky  
Office of Rep. Mike Hawker  
716 W. 4th Ave., Ste. 610  
Anchorage, Alaska 99501  
(907) 269-0244; fax: 269-0248

---

**From:** Mike Buller  
**Sent:** Monday, August 05, 2013 10:44 PM  
**To:** Nola Cedergreen  
**Subject:** Fwd: Lease draft 2013.08.05  
**Attachments:** ANC LIO Extension DRAFT 2013.08.15 MP.docx; ATT00001.htm

Please give me a call tomorrow so we can discuss this. Thanks.

Sent from my iPad

Begin forwarded message:

**From:** Stacy Schubert <[sschubert@ahfc.us](mailto:sschubert@ahfc.us)>  
**Date:** August 5, 2013, 6:40:32 PM AKDT  
**To:** Nola Cedergreen <[ncedergr@ahfc.us](mailto:ncedergr@ahfc.us)>  
**Cc:** Mike Buller <[mbuller@ahfc.us](mailto:mbuller@ahfc.us)>  
**Subject:** FW: Lease draft 2013.08.05

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---

**From:** Nola Cedergreen  
**Sent:** Tuesday, August 06, 2013 5:37 AM  
**To:** Mike Buller  
**Subject:** RE: Lease draft 2013.08.05

Hi,

Got it and have completed the first read. Lots of challenges ... will give you a call later this morning. Let me know what time works well for you.

---

**From:** Mike Buller  
**Sent:** Monday, August 05, 2013 10:43 PM  
**To:** Nola Cedergreen  
**Subject:** Fwd: Lease draft 2013.08.05

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Sent from my iPad

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**From:** Nola Cedergreen  
**Sent:** Tuesday, August 06, 2013 5:39 AM  
**To:** Stacy Schubert  
**Cc:** Mike Buller  
**Subject:** RE: Lease draft 2013.08.05

Hi, Stacy.

Good to hear from you.

I've read through this document and will teleconference with Mike this morning for a bit more background.

Things are busy here; lots of family time which is a good thing.

---

**From:** Stacy Schubert  
**Sent:** Monday, August 05, 2013 6:40 PM  
**To:** Nola Cedergreen  
**Cc:** Mike Buller  
**Subject:** FW: Lease draft 2013.08.05

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**From:** Nola Cedergreen  
**Sent:** Tuesday, August 06, 2013 7:08 AM  
**To:** Mike Buller  
**Subject:** FW: Lease draft 2013.08.05  
**Attachments:** ANC LIO Extension DRAFT 2013.08.15 MP.docx; ATT00001.htm

I can't seem to find where the LIO/LAA is exempt from the State procurement code. See below (it may be preferable to prepare a separate document summarizing and justifying the need for a sole-source agreement and then enter into a new/clean lease):

[Alaska Statutes.](#)

[Title 36.](#) Public Contracts

[Chapter 30.](#) State Procurement Code

Section 80. Leases.

previous: [Section 70.](#) Supply Management.

next: [Section 83.](#) Lease Extensions Authorized.

## **AS 36.30.080. Leases.**

**(a)** The department shall lease space for the use of the state or an agency wherever it is necessary and feasible, subject to compliance with the requirements of this chapter. A lease may not provide for a period of occupancy greater than 40 years. An agency requiring office, warehouse, or other space shall lease the space through the department.

**(b)** [Repealed, Sec. 11 ch 75 SLA 1994].

**(c)** If the department, the Board of Regents of the University of Alaska, the legislative council, or the supreme court intends to enter into or renew a lease of real property with an annual rent to the department, University of Alaska, legislative council, or supreme court that is anticipated to exceed \$500,000, or with total lease payments that exceed \$2,500,000 for the full term of the lease, including any renewal options that are defined in the lease, the department, the Board of Regents, the legislative council, or supreme court shall provide notice to the legislature. The notice must include the anticipated annual lease obligation amount and the total lease payments for the full term of the lease. The department, the Board of Regents, the legislative council, and the supreme court may not enter into or renew a lease of real property

**(1)** requiring notice under this subsection unless the proposed lease or renewal of a lease has been approved by the legislature by law; an appropriation for the rent payable during the initial period of the lease or the initial period of lease renewal constitutes approval of the proposed lease or renewal of a lease for purposes of this paragraph;

**(2)** under this subsection if the total of all optional renewal periods provided for in the lease exceeds the original term of the lease exclusive of the total period of all renewal options.

**(d)** When the department is evaluating proposals for a lease of space, the department shall consider, in addition to lease costs, the life cycle costs, function, indoor environment, public convenience, planning, design, appearance, and location of the proposed building.

**(e)** When the department is considering leasing space, the department should consider whether leasing is likely to be the least costly means to provide the space.

**(f)** When the department is acquiring leased space of 3,000 square feet or less, the department may procure the leased space using the procedures for small procurements under AS [36.30.320](#) , providing public notice is given to prospective offerors in the market area.

---

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**Sent:** Monday, August 05, 2013 10:43 PM  
**To:** Nola Cedergreen  
**Subject:** Fwd: Lease draft 2013.08.05



Please give me a call tomorrow so we can discuss this. Thanks.

Sent from my iPad

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---

**From:** Nola Cedergreen  
**Sent:** Tuesday, August 06, 2013 10:49 AM  
**To:** Mike Buller  
**Subject:** RE: Lease draft 2013.08.05

You must be tied up in meetings. How is your schedule after lunch? Say 2:30 pm your time.

Sent from my Verizon Wireless 4G LTE Smartphone

----- Original message -----

**From:** Mike Buller <[mbuller@ahfc.us](mailto:mbuller@ahfc.us)>  
**Date:** 08/05/2013 11:44 PM (GMT-08:00)  
**To:** Nola Cedergreen <[ncedergr@ahfc.us](mailto:ncedergr@ahfc.us)>  
**Subject:** Fwd: Lease draft 2013.08.05

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**From:** Doc Crouse  
**Sent:** Tuesday, August 06, 2013 12:23 PM  
**To:** Nola Cedergreen  
**Subject:** ANC LIO Extension DRAFT 2013 08 15 MP (2)  
**Attachments:** ANC LIO Extension DRAFT 2013 08 15 MP (2).docx

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Please let me know if you have any questions regarding any of my comments or high-lights.

Doc

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**From:** Nola Cedergreen  
**Sent:** Tuesday, August 06, 2013 2:15 PM  
**To:** Doc Crouse  
**Subject:** RE: ANC LIO Extension DRAFT 2013 08 15 MP (2)

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I've been playing telephone tag with Mike. When we have some of the basic issues answered (i.e. is the LIO/LAA subject to the State's procurement regs), we will be able to work with this agreement or a different agreement.

In order to help, I need to know what they are trying to accomplish, which regulations their activities are subject to, and what drivers there may be re: schedule/timeline. Do you know anything more?

Thanks.

Nola

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**Sent:** Tuesday, August 06, 2013 12:22 PM  
**To:** Nola Cedergreen  
**Subject:** ANC LIO Extension DRAFT 2013 08 15 MP (2)

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**From:** Doc Crouse  
**Sent:** Tuesday, August 06, 2013 2:38 PM  
**To:** Nola Cedergreen  
**Subject:** RE: ANC LIO Extension DRAFT 2013 08 15 MP (2)  
**Attachments:** Procurement Code Amendment 12.pdf; 6-5-13 BOV 716 W 4th Ave.pdf; 2013 06 07 FINAL Agenda with motions.pdf

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**From:** Mike Buller  
**Sent:** Tuesday, August 06, 2013 3:10 PM  
**To:** Nola Cedergreen  
**Subject:** Fwd: ANC LIO Extension DRAFT 2013 08 15 MP (2)  
**Attachments:** ANC LIO Extension DRAFT 2013 08 15 MP (2).docx; ATT00001.htm

Doc's review.

Sent from my iPad

Begin forwarded message:

**From:** Doc Crouse <[dcrouse@ahfc.us](mailto:dcrouse@ahfc.us)>  
**Date:** August 6, 2013, 8:44:49 AM AKDT  
**To:** Mike Buller <[mbuller@ahfc.us](mailto:mbuller@ahfc.us)>, Stacy Schubert <[sschubert@ahfc.us](mailto:sschubert@ahfc.us)>  
**Subject:** ANC LIO Extension DRAFT 2013 08 15 MP (2)

First blush review. See comments in "salmon" color and some yellow high-lights.

---

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**To:** Nola Cedergreen  
**Subject:** RE: ANC LIO Extension DRAFT 2013 08 15 MP (2)

Nola,

There was originally to be two separate and distinct steps to the lease process as shown in the Legislative Council motion sheet. The first was to *extend* the existing lease under 083 "as-is" to provide a comfort level for the landlord/developer to proceed with design work and site control. The second step was intended to *amend* the new lease under Legislative Procurement Procedure 040 to include the renovation work and establish a new lease rate based on the cost of the renovation work (compared to new construction), as determined by AHFC. They have tried to combine the two steps into a single lease document, which explains why AHFC is named in this document.

Doc

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**Subject:** RE: ANC LIO Extension DRAFT 2013 08 15 MP (2)

Hi, Doc.

It's not my draft ... I've given it a quick read and sent an e-mail to Mike re: some of the primary problems. There are some issues associated with extending a 10 year contract which will now exceed 30 years; increasing the value of the contract by several hundred percent, etc. And, other issues re: the Lessee taking complete responsibility for a building they do not own or control; and where there may be hidden construction defects or other defects that the building owner should be responsible for.

I've been playing telephone tag with Mike. When we have some of the basic issues answered (i.e. is the LIO/LAA subject to the State's procurement regs), we will be able to work with this agreement or a different agreement.

In order to help, I need to know what they are trying to accomplish, which regulations their activities are subject to, and what drivers there may be re: schedule/timeline. Do you know anything more?

Thanks.

Nola

---

**From:** Doc Crouse  
**Sent:** Tuesday, August 06, 2013 12:22 PM  
**To:** Nola Cedergreen  
**Subject:** ANC LIO Extension DRAFT 2013 08 15 MP (2)

Nola,

Mike forwarded a copy of the draft from you, but it did not have any comments on it? I have attached a copy of my mark-up with questions and comments. It looked to me like the original document was a mess to begin with and I finally gave up on the typo's, spacing, etc.

Please let me know if you have any questions regarding any of my comments or high-lights.

Doc

---

**From:** Doc Crouse  
**Sent:** Tuesday, August 06, 2013 4:51 PM  
**To:** Nola Cedergreen  
**Subject:** LIO Office

Nola,

Most recently, the attorney for Legislative Council has insisted the any new lease must be at least 10% below the cost of new construction, based on an appraisal or BOV. Black, Smith Bethard has told us that neither method is appropriate or even feasible given the parameters for comparison of a proposed renovation and an imaginary new construction project. Legislative Council did conduct an RFI for space in the downtown area and received no responses. Black, Smith Bethard ran an MLS search for the entire Anchorage area and was not able to locate anywhere near the contiguous space requirements for the LIO.



---

DeWayne "Doc" Crouse  
Director, Construction Department

Public Housing Division  
P.O. Box 101020 | Anchorage, Alaska 99510  
Direct: 907-330-8136 | Fax: 907-338-1679 | [www.ahfc.us](http://www.ahfc.us)

---

**From:** Nola Cedergreen  
**Sent:** Wednesday, August 07, 2013 11:02 AM  
**To:** Mike Buller  
**Cc:** Doc Crouse  
**Subject:** FW: ANC LIO Extension DRAFT 2013 08 15 MP (2)  
**Attachments:** ANC LIO Extension DRAFT 2013 08 15 MP (2).docx; ATT00001.htm

Can you get a copy of the lease? It's hard to read this extension as it contains many references to the original lease (and previous extensions).

---

**From:** Mike Buller  
**Sent:** Tuesday, August 06, 2013 3:09 PM  
**To:** Nola Cedergreen  
**Subject:** Fwd: ANC LIO Extension DRAFT 2013 08 15 MP (2)

Doc's review.

Sent from my iPad

Begin forwarded message:

**From:** Doc Crouse <[dcrouse@ahfc.us](mailto:dcrouse@ahfc.us)>  
**Date:** August 6, 2013, 8:44:49 AM AKDT  
**To:** Mike Buller <[mbuller@ahfc.us](mailto:mbuller@ahfc.us)>, Stacy Schubert <[sschubert@ahfc.us](mailto:sschubert@ahfc.us)>  
**Subject:** ANC LIO Extension DRAFT 2013 08 15 MP (2)

First blush review. See comments in "salmon" color and some yellow high-lights.

---

**From:** Doc Crouse  
**Sent:** Wednesday, August 07, 2013 12:25 PM  
**To:** Nola Cedergreen  
**Cc:** Mike Buller  
**Subject:** RE: ANC LIO Extension DRAFT 2013 08 15 MP (2)  
**Attachments:** 2004 ANC LIO Lease.pdf; Amendment 5 (6.1.2013-5.31.2014).pdf

Nola,

Copy of 2004 lease and last amendment #5.

Doc

---

**From:** Nola Cedergreen  
**Sent:** Wednesday, August 07, 2013 11:02 AM  
**To:** Mike Buller  
**Cc:** Doc Crouse  
**Subject:** FW: ANC LIO Extension DRAFT 2013 08 15 MP (2)

Can you get a copy of the lease? It's hard to read this extension as it contains many references to the original lease (and previous extensions).

---

**From:** Mike Buller  
**Sent:** Tuesday, August 06, 2013 3:09 PM  
**To:** Nola Cedergreen  
**Subject:** Fwd: ANC LIO Extension DRAFT 2013 08 15 MP (2)

Doc's review.

Sent from my iPad

Begin forwarded message:

**From:** Doc Crouse <[dcrouse@ahfc.us](mailto:dcrouse@ahfc.us)>  
**Date:** August 6, 2013, 8:44:49 AM AKDT  
**To:** Mike Buller <[mbuller@ahfc.us](mailto:mbuller@ahfc.us)>, Stacy Schubert <[sschubert@ahfc.us](mailto:sschubert@ahfc.us)>  
**Subject:** ANC LIO Extension DRAFT 2013 08 15 MP (2)

First blush review. See comments in "salmon" color and some yellow high-lights.



---

**From:** Doc Crouse  
**Sent:** Wednesday, August 07, 2013 2:05 PM  
**To:** Nola Cedergreen  
**Subject:** FW: AHFC MOU Draft mchv1.docx  
**Attachments:** AHFC MOU Draft mchv1.docx; ATT00001.txt

FYI -

-----Original Message-----

From: Stacy Schubert  
Sent: Wednesday, August 07, 2013 2:05 PM  
To: Mike Buller; Doc Crouse; Michael Strand  
Subject: FW: AHFC MOU Draft mchv1.docx

Please forward to whomever else needs this.

-----Original Message-----

From: Juli Lucky [mailto:jlucky22@gmail.com]  
Sent: Wednesday, August 07, 2013 12:04 PM  
To: Stacy Schubert  
Subject: AHFC MOU Draft mchv1.docx

---

**From:** Nola Cedergreen  
**Sent:** Wednesday, August 07, 2013 5:27 PM  
**To:** Mike Buller; Doc Crouse  
**Subject:** LIO Draft MOU  
**Attachments:** AHFC MOU Draft NC Comments 08072013.docx

My comments ... AHFC is not able to act as the legislature's representative or agent in a real property transaction ... that requires a real estate license. We do not have an ownership interest in the lease, but can assist them with the review of renovation plans, renovation contract documents, renovation progress, etc. ... we cannot enforce the agreement or act as an agent.

---

**From:** Nola Cedergreen  
**Sent:** Wednesday, August 07, 2013 6:30 PM  
**To:** Mike Buller; Doc Crouse  
**Subject:** LIO Lease

***FYI ... I sent the following information to the Assistant AG representing the LIO about a year ago when there were some other issues with the sale of the former Union Oil building.***

## **AS 08.88.161. License Required.**

Unless licensed as a real estate broker, associate real estate broker, or real estate salesperson in this state, a person may not, except as otherwise provided in this chapter,

- (1) sell, exchange, rent, lease, auction, or purchase real estate;
- (2) list real estate for sale, exchange, rent, lease, auction, or purchase;
- (3) collect rent for the use of real estate or collect fees for property management;
- (4) practice, or negotiate for a contract to practice, property management;
- (5) collect fees for community association management;
- (6) practice, or negotiate for a contract to practice, community association management;
- (7) as a business, buy, sell, or deal in
  - (A) options in real estate; or
  - (B) options in improvements to real estate;
- (8) assist in or direct the procuring of prospective buyers and sellers of real estate, communicate with prospective buyers and sellers of real estate, or assist in the negotiation of a transaction that results or is calculated to result in the sale, exchange, rent, lease, auction, or purchase of real estate;
- (9) accept or pay a fee for the performance of any of the activities listed in this section except as otherwise specifically provided in this chapter;
- (10) hold out to the public as being engaged in the business of doing any of the things listed in this section; or
- (11) attempt or offer to do any of the things listed in this section.

---

**From:** Nola Cedergreen  
**Sent:** Thursday, August 08, 2013 8:12 AM  
**To:** Mike Buller; Doc Crouse  
**Subject:** LIO Lease Amendment

I've read through the original lease and the proposed amendment and will be able to provide some line item comments, but there are some significant issues with the proposed lease amendment.

First, the responsibility that has been transferred from the Lessor to Lessee is unprecedented and perhaps legally unenforceable. The Lessee cannot reasonably be responsible for the entire building and its components from the date of occupancy forward, including code compliance issues. There are many conflicting paragraphs within the lease amendment, but it appears that the only thing the Lessor is responsible for is the building shell and roof.

These are older buildings and it is only expected that there will be issues with the plumbing, HVAC, elevators, fire alarm systems, etc. Look at what AHFC is doing right now; what work is required is being accomplished to bring 4300 Boniface up to speed given the age of the building...millions of dollars in maintenance costs. Given the provisions of this lease amendment, there is absolutely no way that anyone could honestly opine that there is a 10% savings over current market rents, or any savings at all. To the contrary, if the lease amendment is agreed and executed, the lease costs and associated maintenance costs/risks will mean the actual lease costs are exponentially higher than market lease rents for the downtown area.

How can the LIO possibly budget for the potential millions of dollars that might be required to take care of extraordinary maintenance costs?

Finally, including AHFC as a named agent/representative in the lease amendment creates the legal questions I have shared with you and it may also create some liability for AHFC should there be problems, disputes, claims, etc. of any kind down the road. We don't want to be drawn into a lawsuit or to incur expenses related to any claims. Plus, AHFC doesn't want to be "blamed" at some point in the future ... to suffer any reputational damage.

I'm sure that Dan only meant to offer AHFC's assistance exactly as we helped out with the convention center, parking garage, Palmer state building, etc. And, it is likely that the person drafting the resolution, lease amendment, and MOU did not understand the law of agency and just added AHFC to those documents. Perhaps we need a teleconference with Dan and Bryan to work through the best way to handle this sensitive issue.

---

**From:** Nola Cedergreen  
**Sent:** Wednesday, August 07, 2013 6:30 PM  
**To:** Mike Buller; Doc Crouse  
**Subject:** LIO Lease

***FYI ... I sent the following information to the Assistant AG representing the LIO about a year ago when there were some other issues with the sale of the former Union Oil building.***

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- (4) practice, or negotiate for a contract to practice, property management;
- (5) collect fees for community association management;
- (6) practice, or negotiate for a contract to practice, community association management;
- (7) as a business, buy, sell, or deal in
- (A) options in real estate; or
- (B) options in improvements to real estate;
- (8) assist in or direct the procuring of prospective buyers and sellers of real estate, communicate with prospective buyers and sellers of real estate, or assist in the negotiation of a transaction that results or is calculated to result in the sale, exchange, rent, lease, auction, or purchase of real estate;
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- (10) hold out to the public as being engaged in the business of doing any of the things listed in this section; or
- (11) attempt or offer to do any of the things listed in this section.

---

**From:** Nola Cedergreen  
**Sent:** Thursday, August 08, 2013 8:42 AM  
**To:** Bryan Butcher; Mike Buller  
**Subject:** FW: LIO Lease Amendment

Bryan and Mike.

Wanted to share this e-mail only with you ...

I'm sure you guys have been talking with Dan about the proposed lease amendment.

There are some sensitive issues we will need to work through; and hopefully, we can resolve them by clarifying AHFC's role by amending the provisions of the MOU, deleting reference to AHFC from the lease amendment, and deleting the specific responsibility of AHFC to determine that the lease amendment as drafted will come in at less than 10% of current market value rents.

The LIO will experience some savings by maintaining their current address and not incurring moving costs (although the lease amendment is not explicit re: moving, relocation, shuffle costs and only states that the Lessor will provide temporary space). If the normal building maintenance costs are returned to the Lessor, the total cost of occupancy will be reduced somewhat. With those changes, it will be more straightforward, but not likely at 10% less than fair market rents.

It may not be what the LIO desires, but given the unsuccessful and repeated efforts the LIO has gone through in trying to find adequate lease space in the past several years, there is adequate justification for the LIO to enter into a sole-source lease agreement which will not require a determination that the proposed lease payments are less than 10% of market rents.

Let me know if you want to set up a teleconference with the AHFC crew before talking with LIO, how much detail you want me to dig in to when completing a line item review of the lease amendment; or, if I should wait until you've had the time to discuss the bigger issues.

I will help out in any way I can.

Nola

---

**From:** Nola Cedergreen  
**Sent:** Thursday, August 08, 2013 8:11 AM  
**To:** Mike Buller; Doc Crouse  
**Subject:** LIO Lease Amendment

I've read through the original lease and the proposed amendment and will be able to provide some line item comments, but there are some significant issues with the proposed lease amendment.

First, the responsibility that has been transferred from the Lessor to Lessee is unprecedented and perhaps legally unenforceable. The Lessee cannot reasonably be responsible for the entire building and its components from the date of occupancy forward, including code compliance issues. There are many conflicting paragraphs within the lease amendment, but it appears that the only thing the Lessor is responsible for is the building shell and roof.

These are older buildings and it is only expected that there will be issues with the plumbing, HVAC, elevators, fire alarm systems, etc. Look at what AHFC is doing right now; what work is required is being accomplished to bring 4300 Boniface up to speed given the age of the building...millions of dollars in maintenance costs. Given the provisions of this lease

amendment, there is absolutely no way that anyone could honestly opine that there is a 10% savings over current market rents, or any savings at all. To the contrary, if the lease amendment is agreed and executed, the lease costs and associated maintenance costs/risks will mean the actual lease costs are exponentially higher than market lease rents for the downtown area.

How can the LIO possibly budget for the potential millions of dollars that might be required to take care of extraordinary maintenance costs?

Finally, including AHFC as a named agent/representative in the lease amendment creates the legal questions I have shared with you and it may also create some liability for AHFC should there be problems, disputes, claims, etc. of any kind down the road. We don't want to be drawn into a lawsuit or to incur expenses related to any claims. Plus, AHFC doesn't want to be "blamed" at some point in the future ... to suffer any reputational damage.

I'm sure that Dan only meant to offer AHFC's assistance exactly as we helped out with the convention center, parking garage, Palmer state building, etc. And, it is likely that the person drafting the resolution, lease amendment, and MOU did not understand the law of agency and just added AHFC to those documents. Perhaps we need a teleconference with Dan and Bryan to work through the best way to handle this sensitive issue.

---

**From:** Nola Cedergreen  
**Sent:** Wednesday, August 07, 2013 6:30 PM  
**To:** Mike Buller; Doc Crouse  
**Subject:** LIO Lease

***FYI ... I sent the following information to the Assistant AG representing the LIO about a year ago when there were some other issues with the sale of the former Union Oil building.***

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- (6) practice, or negotiate for a contract to practice, community association management;
- (7) as a business, buy, sell, or deal in
- (A) options in real estate; or
- (B) options in improvements to real estate;
- (8) assist in or direct the procuring of prospective buyers and sellers of real estate, communicate with prospective buyers and sellers of real estate, or assist in the negotiation of a transaction that results or is calculated to result in the sale, exchange, rent, lease, auction, or purchase of real estate;
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- (10) hold out to the public as being engaged in the business of doing any of the things listed in this section; or
- (11) attempt or offer to do any of the things listed in this section.

---

**From:** Nola Cedergreen  
**Sent:** Friday, August 09, 2013 7:24 AM  
**To:** Mike Buller  
**Subject:** LIO Meetings

Hi,

Good to talk with you.

I will have my comments to you today. Let me know when you can set up the meetings and I will schedule my flights and make other reservations. A week from Monday would be ideal, but I know time is an issue so just let me know what works.

Nola



---

**From:** Nola Cedergreen  
**Sent:** Friday, August 09, 2013 7:32 AM  
**To:** Mike Buller  
**Subject:** FW: Tim Lowe Professional Quals  
**Attachments:** Lowe with Litigation Reference 0512.pdf; Waronzof Quals 2012.pdf

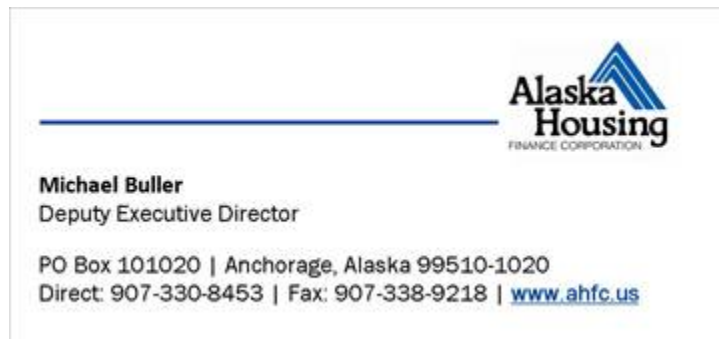
Looks good. He did Anchorage City Hall which was also an unusual form of triple-net, renovation, etc.

He also did the right-of-way for the Alyeska pipeline and a number of mixed use properties; might be good for AGDC and ACAH.

---

**From:** Mike Buller  
**Sent:** Thursday, August 08, 2013 4:41 PM  
**To:** Nola Cedergreen  
**Subject:** FW: Tim Lowe Professional Quals

Alaska boy make good.



---

**From:** Timothy Lowe [mailto:tlowe@waronzof.com]  
**Sent:** Wednesday, August 07, 2013 1:43 PM  
**To:** Mike Buller  
**Subject:** Tim Lowe Professional Quals

Mike:

Per our conversation of today, personal and firm quals.

Thank you,

Tim Lowe

**Timothy Lowe**, MAI, CRE, FRICS

**Waronzof Associates, Inc.**

999 North Sepulveda Boulevard

Suite 440

El Segundo, CA 90245

310.322.7744 T

310.322.7755 F

310.600.2933 M

[tlowe@waronzof.com](mailto:tlowe@waronzof.com)

[www.waronzof.com](http://www.waronzof.com)

---

**From:** Nola Cedergreen  
**Sent:** Friday, August 09, 2013 12:12 PM  
**To:** Mike Buller; Doc Crouse  
**Subject:** Proposed Revisions to LIO MOA  
**Attachments:** AHFC MOU Draft ahfc proposed edits 08092013.docx

Suggested revisions are attached. I will send my suggestions re: the lease amendments later today.

---

**From:** Nola Cedergreen  
**Sent:** Friday, August 09, 2013 6:42 PM  
**To:** Mike Buller; Doc Crouse  
**Subject:** LIO Lease Amendment with Comments  
**Attachments:** ANC LIO Extension DRAFT ahfc revisions 08092013.docx

Ugh!

Here it is for your review. I left everything in the same format - would have included much different language if we had been preparing a lease agreement from scratch.

Doc, I tried to incorporate your comments. Hope I didn't miss too much.

---

**From:** Mike Buller  
**Sent:** Saturday, August 10, 2013 3:18 PM  
**To:** Nola Cedergreen  
**Subject:** Re: LIO Lease Amendment with Comments

Thanks Nola. I'll call you Monday.

Sent from my iPad

On Aug 9, 2013, at 6:43 PM, "Nola Cedergreen" <[ncedergr@ahfc.us](mailto:ncedergr@ahfc.us)> wrote:

Ugh!

Here it is for your review. I left everything in the same format - would have included much different language if we had been preparing a lease agreement from scratch.

Doc, I tried to incorporate your comments. Hope I didn't miss too much.

<ANC LIO Extension DRAFT ahfc revisions 08092013.docx>

---

**From:** Nola Cedergreen  
**Sent:** Monday, August 12, 2013 8:58 PM  
**To:** Mike Buller  
**Subject:** FW: Comments on Extension of Lease Amendment #3  
**Attachments:** Extension of Lease Comments.docx; ATT00001.htm; Research Report - 1 pg comparison.pdf; ATT00002.htm; Chart of Executive Branch Anchorage Leases.pdf; ATT00003.htm

My suggestion is to keep the response simple as opposed to getting into great detail; something like the following:

*"Every real estate transaction is different and is based upon a set of unique factors, including, but not limited to: location, utilities, easements/encroachments, status of title, the presence/absence of hazardous materials, excess land available for parking or development, the primary building structure and condition, other property improvements, available financing terms, and the current real estate market.*

*Even the smallest residential real property transactions, and virtually all commercial transactions, are based upon a current fair market appraisal. Income properties are appraised using the income approach. Once the terms of this proposed transaction are finalized, the annual cost to the State may be determined by an appropriately qualified and disinterested party. Based upon the extent of renovations requested by the State, the prime location of the real property and the number of dedicated parking spaces that will serve the property, the comparable will be new construction in the downtown Anchorage core with an excess land/building ratio or a parking garage adequate to meet the dedicated parking requirements." I would not be surprised to find that value at or near the \$4.00 per sf range.*

Re: the examples provided of other State leases...the information is not relevant for the reasons stated above, and in addition, it is "apples to oranges" ... it includes Class B structures (the proposed lease space is in Class A space), leases in other cities, leases in outlying areas of Anchorage, old leases, etc. The information provided re: other properties that the LIO considered is a reflection of pro-forma estimates only; not actual costs.

The 10% return on investment that Mark P. references is clearly a well-established standard investment goal, but the reality is that the current cap rate that can realistically achieved is much lower and given the status of the stock market, interest rates, etc. many investors are willing to step in at under 10%. That said, very few investors have the capability to finance the transaction the State is seeking.

Mark's reference to the terms of the AHFC lease on 4300 Boniface is incorrect - AHFC's lease was based on a per rentable square foot basis and the rent for the basement storage was at a lower rate (about \$1 per sf).

Again, I recommend steering clear of a point-by-point response and instead provide a more generic response like that suggested above, and then let the expert appraise/evaluate/determine the State's real costs re: the final terms and conditions of the agreement.

---

**From:** Mike Buller  
**Sent:** Monday, August 12, 2013 3:25 PM  
**To:** Nola Cedergreen  
**Subject:** FW: Comments on Extension of Lease Amendment #3

FYI



**Michael Buller**  
Deputy Executive Director

PO Box 101020 | Anchorage, Alaska 99510-1020  
Direct: 907-330-8453 | Fax: 907-338-9218 | [www.ahfc.us](http://www.ahfc.us)

---

**From:** Rep. Mike Hawker [mailto:Rep.Mike.Hawker@akleg.gov]  
**Sent:** Thursday, August 08, 2013 2:34 PM  
**To:** Mike Buller  
**Subject:** Fwd: Comments on Extension of Lease Amendment #3

Varni's comments. Probably more obstructive than helpful, some totally off base. But we will need to deal with them. She is not really on board and would probably rather see this transaction fail than succeed. You know the drill. How many times have you been to this rodeo?

M

Begin forwarded message:

**From:** "Pamela Varni" <[Pamela.Varni@akleg.gov](mailto:Pamela.Varni@akleg.gov)>  
**To:** "Rep. Mike Hawker" <[Rep.Mike.Hawker@akleg.gov](mailto:Rep.Mike.Hawker@akleg.gov)>  
**Cc:** "Juli Lucky" <[Juli.Lucky@akleg.gov](mailto:Juli.Lucky@akleg.gov)>  
**Subject:** **Comments on Extension of Lease Amendment #3**

Dear Mike – as you requested, attached are my comments on the Extension of Lease and Lease Amendment No. 3 with some additional documentation.

You might not want to change anything but I wanted to show you some comparisons and some of my concerns.

Pam

Pam Varni, Executive Director  
Legislative Affairs Agency  
State Capitol, Room 3  
Juneau, AK 99801-1182  
Main line (907) 465-3800  
Direct line (907) 465-6622  
Cell phone (907) 209-1942

---

**From:** Nola Cedergreen  
**Sent:** Monday, August 12, 2013 9:01 PM  
**To:** Mike Buller  
**Subject:** FW: 8\_9\_13 response document draft.docx  
**Attachments:** 8\_9\_13 response document draft.docx; ATT00001.htm

See my comments in my other e-mail. I don't recommend a point-by-point response; it just encourages more discussion/dispute. Let the disinterested expert appraise/analyze the real costs.

---

**From:** Mike Buller  
**Sent:** Monday, August 12, 2013 3:08 PM  
**To:** Nola Cedergreen  
**Subject:** Fwd: 8\_9\_13 response document draft.docx

FYI

Sent from my iPad

Begin forwarded message:

**From:** Mark Pfeffer <[MPfeffer@PfefferDevelopment.com](mailto:MPfeffer@PfefferDevelopment.com)>  
**Date:** August 12, 2013, 12:32:24 PM AKDT  
**To:** Mike Buller <[mbuller@ahfc.us](mailto:mbuller@ahfc.us)>  
**Subject:** 8\_9\_13 response document draft.docx

Mike,

Most of this is self-explanatory. And most of it is my own take on a response.

Since I have just sort of lobbed this out there without a lot of back checking you probably be careful of distributing it too broadly.

If we really need a detailed technical response I can work on it.

Mark



---

**From:** Nola Cedergreen  
**Sent:** Tuesday, August 13, 2013 12:45 PM  
**To:** Mike Buller; Doc Crouse; Greg Rochon  
**Subject:** Draft LIO with AHFC comments in yellow; Draft LIO AHFC Clean Copy  
**Attachments:** ANC LIO Extension DRAFT ahfc revisions 08132013.docx; ANC LIO Extension CLEAN DRAFT2 ahfc revisions 08132013.docx

Ready to send to [REDACTED] and others you might want to review the documents.

The original document is a bit of a mess given all of the cut-and-paste changes, comments, etc. I was not able to do a simple "accept changes" and created the "clean copy" manually. So, any changes we want to make after review, should be made to the "clean copy".

Let me know when you plan to set up meetings with the appropriate parties.

---

**From:** Doc Crouse  
**Sent:** Tuesday, August 13, 2013 2:16 PM  
**To:** Nola Cedergreen  
**Subject:** ANC LIO Extension DRAFT ahfc revisions 08132013 (3)  
**Attachments:** ANC LIO Extension DRAFT ahfc revisions 08132013 (3).docx

Nola,

See changes listed under DC24-27 and DC42. I added Title II language in proposed Section 3 ADA. The other addition I made (DC42) is in Section 5 proposed substitution clarifying when the \$5mil in Tenant Improvements bill is to be paid. The parking space count discrepancy was due to a discussion between the developer and LIO staff without AHFC present. Everything else looks good to go.

Doc

---

**From:** Nola Cedergreen  
**Sent:** Tuesday, August 13, 2013 7:47 PM  
**To:** Doc Crouse  
**Cc:** Mike Buller; Greg Rochon  
**Subject:** RE: ANC LIO Extension DRAFT ahfc revisions 08142013 (latest versions)  
**Attachments:** ANC LIO Extension CLEAN DRAFT2 ahfc revisions 08142013.docx; ANC LIO Extension DRAFT ahfc revisions 08142013.docx

Thanks, Doc.

Everyone:

I renamed both files using the date of 8/14 to help us keep the versions straight. Ready for [REDACTED] and others.

---

**From:** Doc Crouse  
**Sent:** Tuesday, August 13, 2013 2:15 PM  
**To:** Nola Cedergreen  
**Subject:** ANC LIO Extension DRAFT ahfc revisions 08132013 (3)

Nola,

See changes listed under DC24-27 and DC42. I added Title II language in proposed Section 3 ADA. The other addition I made (DC42) is in Section 5 proposed substitution clarifying when the \$5mil in Tenant Improvements bill is to be paid. The parking space count discrepancy was due to a discussion between the developer and LIO staff without AHFC present. Everything else looks good to go.

Doc

---

**From:** Mike Buller  
**Sent:** Wednesday, August 14, 2013 11:59 AM  
**To:** Nola Cedergreen; Doc Crouse; Greg Rochon  
**Subject:** Fwd: Draft LIO with AHFC comments in yellow; Draft LIO AHFC Clean Copy

Rep. Hawker is impressed. Good work everyone.

Sent from my iPad

Begin forwarded message:

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<ANC LIO Extension DRAFT ahfc revisions 08132013.docx>

<ANC LIO Extension CLEAN DRAFT2 ahfc revisions 08132013.docx>

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**To:** Mike Buller  
**Subject:** RE: Draft LIO with AHFC comments in yellow; Draft LIO AHFC Clean Copy

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Sent from my Verizon Wireless 4G LTE Smartphone

----- Original message -----

**From:** Mike Buller <[mbuller@ahfc.us](mailto:mbuller@ahfc.us)>  
**Date:** 08/14/2013 12:58 PM (GMT-08:00)  
**To:** Nola Cedergreen <[ncedergr@ahfc.us](mailto:ncedergr@ahfc.us)>, Doc Crouse <[dcrouse@ahfc.us](mailto:dcrouse@ahfc.us)>, Greg Rochon <[grochon@ahfc.us](mailto:grochon@ahfc.us)>  
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<ANC LIO Extension CLEAN DRAFT2 ahfc revisions 08132013.docx>

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**Sent:** Wednesday, August 14, 2013 8:24 PM  
**To:** Mike Buller  
**Subject:** Re: Draft LIO with AHFC comments in yellow; Draft LIO AHFC Clean Copy

Sounds good. I will sit tight; am guessing it might take him a week or so to get everything set up.

Sent from my Verizon Wireless 4G LTE Smartphone

----- Original message -----

From: Mike Buller <[mbuller@ahfc.us](mailto:mbuller@ahfc.us)>  
Date: 08/14/2013 2:56 PM (GMT-08:00)  
To: Nola Cedergreen <[ncedergr@ahfc.us](mailto:ncedergr@ahfc.us)>  
Subject: Re: Draft LIO with AHFC comments in yellow; Draft LIO AHFC Clean Copy

I'm not sure about the travel yet. Let me talk to Hawker first.

Sent from my iPad

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**To:** Nola Cedergreen; Doc Crouse; Greg Rochon  
**Cc:** Dan Fauske; Bryan Butcher  
**Subject:** Fwd: Draft LIO with AHFC comments in yellow; Draft LIO AHFC Clean Copy  
**Attachments:** image001.jpg; ATT00001.htm; Juli comments on 8-13 lease.docx; ATT00002.htm

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**Subject:** LIO v 08152013  
**Attachments:** ANC LIO Extension AHFC Revisions v 08152013.docx

Here you go ... name changed to v 08152013.

If it works for you, I will eliminate the yellow highlighting.

Re: Julie's comments about a double "and" in paragraph 3 under ADA ... it is an intentional "and" referencing inspections. Re: payments ... as written, it states by wire or as directed by Lessor. Do you want me to change it to simply, "as directed by Lessor"?

When we are ready to distribute, do you want me to include any comments re: Julie's thoughts, or just distribute?

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It looks like they are happy with our approach. My only concern is the fixed 3% annual increase. That seems high to me. Please read Rep. Hawker's and Juli's recommended changes and lets talk.

Sent from my iPad

Begin forwarded message:

**From:** "Rep. Mike Hawker" <[Rep.Mike.Hawker@akleg.gov](mailto:Rep.Mike.Hawker@akleg.gov)>

**Date:** August 14, 2013, 7:19:48 PM AKDT

**To:** Mike Buller <[mbuller@ahfc.us](mailto:mbuller@ahfc.us)>

**Cc:** Juli Lucky <[Juli.Lucky@akleg.gov](mailto:Juli.Lucky@akleg.gov)>

**Subject: RE: Draft LIO with AHFC comments in yellow; Draft LIO AHFC Clean Copy**

Hi Mike,

I really like the form and structure improvements being suggested here, in addition to the substantive additions. I believe this is getting us to a great place to have the respective lawyers go at it. Pfeffer will have comments on the N3 delineations, but I like where we are with the latest draft and think it really gets to the heart of our "modified" N3 concept.

I also agree where there are suggestions to delete unenforceable or redundant language.

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My two nits:

Page 7 of 39 on the mark-up draft. Section 1.1 on monthly lease rates etc.

- sub para d. Monthly Rental Adjustments: the proposed substitution states "The adjustment may not exceed 3% etc....." What is the proposed bases for limiting the adjustment? As I understand Pfeffer's financial structure, the escalating lease clause provides him a 9% (?) return on his equity investment over the life of the lease. He will want to stick with the fixed 3%. If we are proposing something else, we will need to have a serious discussion with him.

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That's about it from my end for now. I suggest incorporating, as you deem appropriate, Juli's comments, and get a blue line document to Pfeffer for his review. If this can be done tomorrow it would be appreciated. As both Juli and I are out of town and not readily available, I think we can move forward without further meeting on our end, if you are comfortable with that approach.

I will be on the slope in an area where I do not know if I have cell coverage, but back tomorrow evening.

Looking forward to hearing from you.

Mike

---

**From:** Mike Buller [[mbuller@ahfc.us](mailto:mbuller@ahfc.us)]

**Sent:** Tuesday, August 13, 2013 2:04 PM

**To:** Rep. Mike Hawker

**Subject:** FW: Draft LIO with AHFC comments in yellow; Draft LIO AHFC Clean Copy

Please let me know when you would like to meeting and discuss the changes. Thanks.

---

**From:** Mike Buller  
**Sent:** Thursday, August 15, 2013 2:06 PM  
**To:** Nola Cedergreen  
**Subject:** Re: LIO v 08152013

It works for me. Let's distribute it and begin the dialogue.

Sent from my iPad

On Aug 15, 2013, at 2:01 PM, "Nola Cedergreen" <[ncedergr@ahfc.us](mailto:ncedergr@ahfc.us)> wrote:

Here you go ... name changed to v 08152013.

If it works for you, I will eliminate the yellow highlighting.

Re: Julie's comments about a double "and" in paragraph 3 under ADA ... it is an intentional "and" referencing inspections. Re: payments ... as written, it states by wire or as directed by Lessor. Do you want me to change it to simply, "as directed by Lessor"?

When we are ready to distribute, do you want me to include any comments re: Julie's thoughts, or just distribute?

---

**From:** Mike Buller  
**Sent:** Thursday, August 15, 2013 1:55 PM  
**To:** Nola Cedergreen  
**Cc:** Doc Crouse; Greg Rochon; Dan Fauske; Bryan Butcher  
**Subject:** Re: Draft LIO with AHFC comments in yellow; Draft LIO AHFC Clean Copy

Make whatever changes you think are appropriate and distribute it to everyone including Pfeffer. Everything is still negotiable. I'm still a little concerned about the annual 3% escalator clause. It seems high to me, although I admit I'm not an expert in these matters. Thanks.

Sent from my iPad

On Aug 15, 2013, at 1:12 PM, "Nola Cedergreen" <[ncedergr@ahfc.us](mailto:ncedergr@ahfc.us)> wrote:

Quick summary in response to Julie's comments re: my revisions to the draft documents...

It looks like she reviewed the 8/13 version vs. the 8/14 version. Not a big deal, but the 8/14 version was more specific re: ADA references and the definition of substantial completion (making certain there was no confusion between acceptance and occupancy under the lease vs. monitoring the progress of the renovations.)

Parking - We can enter any number of spaces ... whatever they want. I would not recommend determining the number of parking spaces based upon how the Lessee chooses to stripe the lot. Instead, we should just state that the Lessor will include "x" number of parking spaces; leave the issues re: size of spaces, layout, striping, etc. between the Lessor and MOA.

Exhibits - I have no idea what exhibits the person preparing the draft we received was referring to. All I added was Exhibit A and Exhibit B which are comprised of the renovation agreement, specifications, and drawings. We can make changes and limit the exhibits to A, B, C (with C being the procurement determination). This can easily be worked out.

Spell check - the parking parking and other double entries should have been cleaned up when I finalized the 8/14 version. Will do a double-check.

Page 3 - Do not recommend changing this reference to the "Interim Space" specifically. The Lessee may have to move more than once ... remember how things went when we moved into Boniface. Several departments moved within the building 2 or 3 times before renovations were complete. If we limit this reference to/from the Interim Space, then the Lessor might be faced with some moving costs before it's all over.

Page 3 - Payment method. Easy fix.

Page 4 - Easy to clean up any typos and the exhibit count.

Page 5 - It's the call of the Lessee whether they want to limit the per sf cost of the TIs. A word of caution - the cost of the TIs will be directly related to the Lessee's choice of materials ... might be better to leave it at \$5 million which establishes the budget the Lessee will need to work within.

Page 8 & 9 - Easy fix.

Page 10 Easy fix re: reference to the exhibits.

Section 21 - Yes, it is stating that the Lessee may not place signs without the Lessor's consent. Standard for a commercial lease. In addition to causing cosmetic or structural damage, there is a sign ordinance in Anchorage.

Section 36 Easy fix re: reference to the exhibits.

I can create a clean copy of a version dated 8/15 if you would like. Let me know.

Nola

---

**From:** Mike Buller

**Sent:** Thursday, August 15, 2013 11:41 AM

**To:** Nola Cedergreen; Doc Crouse; Greg Rochon

**Cc:** Dan Fauske; Bryan Butcher

**Subject:** Fwd: Draft LIO with AHFC comments in yellow; Draft LIO AHFC Clean Copy

It looks like they are happy with our approach. My only concern is the fixed 3% annual increase. That seems high to me. Please read Rep. Hawker's and Juli's recommended changes and lets talk.

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Page 7 of 39 on the mark-up draft. Section 1.1 on monthly lease rates etc.

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<ANC LIO Extension AHFC Revisions v 08152013.docx>

---

**From:** Nola Cedergreen  
**Sent:** Thursday, August 15, 2013 2:07 PM  
**To:** Mike Buller  
**Subject:** RE: LIO v 08152013

I agree with you re: the 3% ... will insert a blank in that spot and let the parties negotiate.

---

**From:** Mike Buller  
**Sent:** Thursday, August 15, 2013 2:05 PM  
**To:** Nola Cedergreen  
**Subject:** Re: LIO v 08152013

It works for me. Let's distribute it and begin the dialogue.

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**To:** Rep. Mike Hawker  
**Subject:** FW: Draft LIO with AHFC comments in yellow; Draft LIO AHFC Clean Copy

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<ANC LIO Extension AHFC Revisions v 08152013.docx>

---

**From:** Nola Cedergreen  
**Sent:** Thursday, August 15, 2013 4:55 PM  
**To:** Mike Buller  
**Subject:** RE: LIO Draft Lease

Will do. Thanks.

Sent from my Verizon Wireless 4G LTE Smartphone

----- Original message -----

**From:** Mike Buller <mbuller@ahfc.us>  
**Date:** 08/15/2013 5:07 PM (GMT-08:00)  
**To:** "Mark Pfeffer (MPfeffer@PfefferDevelopment.com)" <MPfeffer@PfefferDevelopment.com>, "Rep. Mike Hawker" <Rep.Mike.Hawker@akleg.gov>, Juli.Lucky@akleg.gov, Nola Cedergreen <ncedergr@ahfc.us>, Doc Crouse <dcrouse@ahfc.us>, Greg Rochon <grochon@ahfc.us>, Mike Buller <mbuller@ahfc.us>  
**Subject:** LIO Draft Lease

Discuss LIO Draft Lease at 10:00am Alaska Time

Teleconference via Web Ex

Mike Buller invites you to an online meeting using WebEx.

Meeting Number: 920 682 048

Meeting Password: 12345

-----  
To join this meeting (Now from mobile devices!)  
-----

1. Go to <https://ahfc.webex.com/ahfc/j.php?J=920682048&PW=NZTY0OGI1ZmM1>
2. If requested, enter your name and email address.
3. If a password is required, enter the meeting password: 12345
4. Click "Join".
5. Follow the instructions that appear on your screen.

-----  
Audio conference information  
-----

Call-in toll-free number (US/Canada): 1-877-668-4493

Call-in toll number (US/Canada): 1-650-479-3208

Toll-free dialing restrictions: [http://www.webex.com/pdf/tollfree\\_restrictions.pdf](http://www.webex.com/pdf/tollfree_restrictions.pdf)

Access code:920 682 048

<http://www.webex.com>

IMPORTANT NOTICE: This WebEx service includes a feature that allows audio and any documents and other materials exchanged or viewed during the session to be recorded. By joining this session, you automatically consent to such recordings. If you do not consent to the recording, discuss your concerns with the meeting host prior to the start of the recording or do not join the session. Please note that any such recordings may be subject to discovery in the event of litigation.

---

**From:** Nola Cedergreen  
**Sent:** Friday, August 16, 2013 9:57 AM  
**To:** Mike Buller  
**Subject:** FW: 8/15 draft LIO lease extension  
**Attachments:** ANC LIO Extension AHFC Revisions v 08152013 [REDACTED].docx

I haven't had a chance to review this yet ... will need a few minutes after our meeting. Got a text that Dad was taken to ER; Fran will cover the phones, etc. for me.

Talk to you soon.

[REDACTED]

[REDACTED]

[REDACTED]

-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]

Sent: Thursday, August 15, 2013 2:17 PM

To: Mike Buller; Doc Crouse; Greg Rochon; [REDACTED]

Cc: Dan Fauske; Bryan Butcher

Subject: 8/15 draft LIO lease extension

Here you go ...

The information transmitted in this email and any attachments is intended only for the personal and confidential use of the intended recipients. This message may be or may contain privileged and confidential communications. If you as the reader are not the intended recipient, you are hereby notified that you have received this communication in error and that any retention, review, use, dissemination, distribution or copying of this communication or the information contained is strictly prohibited. The sender does not accept any responsibility for any loss, disruption or damage to your data or computer system that may occur while using data contained in, or transmitted with, this e-mail. If you have received this communication in error, please notify the sender immediately and delete the original message from your system.



---

**From:** Doc Crouse  
**Sent:** Friday, August 16, 2013 2:40 PM  
**To:** Mike Buller  
**Cc:** Nola Cedergreen; Stacy Schubert  
**Subject:** LIO  
**Attachments:** Public Inquiry Property Detail.htm

Copy of Assessor record for this property. Maps show Lot 3A Block 40 include the current parking area corner of 4<sup>th</sup> & H Street.



DeWayne "Doc" Crouse  
Director, Construction Department

Public Housing Division  
P.O. Box 101020 | Anchorage, Alaska 99510  
Direct: 907-330-8136 | Fax: 907-338-1679 | [www.ahfc.us](http://www.ahfc.us)

---

**From:** Doc Crouse  
**Sent:** Friday, August 16, 2013 2:50 PM  
**To:** Mike Buller  
**Cc:** Nola Cedergreen; Stacy Schubert  
**Subject:** LIO Map  
**Attachments:** Map.pdf

See subject in yellow highlight

---

**From:** Doc Crouse  
**Sent:** Friday, August 16, 2013 3:03 PM  
**To:** Nola Cedergreen  
**Subject:** 712 W. 4th Tax detail  
**Attachments:** Public Inquiry Property Detail.htm; Tax page.htm

Shows legal description for the Anchor Pub Lot.



---

DeWayne "Doc" Crouse  
Director, Construction Department

Public Housing Division  
P.O. Box 101020 | Anchorage, Alaska 99510  
Direct: 907-330-8136 | Fax: 907-338-1679 | [www.ahfc.us](http://www.ahfc.us)

---

**From:** Nola Cedergreen  
**Sent:** Monday, August 19, 2013 8:50 AM  
**To:** Mike Buller  
**Cc:** Dan Fauske; Bryan Butcher  
**Subject:** Talking points for meeting with Ms. Varni  
**Attachments:** LIO Potential NNN Lease Discussion Points.docx

I think the attached white paper addresses most, if not all, of Ms. Varni's concerns without preparing a point-counterpoint argument.

If you agree, it should be shared with Representative Hawker and Mark Pfeffer for their review and comment before we enter into any conversation with Ms. Varni.

---

**From:** Mike Buller  
**Sent:** Monday, August 19, 2013 1:58 PM  
**To:** Rep. Mike Hawker; laa.legal@akleg.gov  
**Cc:** Nola Cedergreen  
**Subject:** LIO Lease Extension  
**Attachments:** ANC LIO Extension AHFC Revisions v 08192013 (nc).docx

Gentlemen here's our latest copy of the draft LIO lease extension. Nola Cedergreen is the primary author. My AG has also reviewed the document. If you have any questions or comments, please give me a call.



---

**Michael Buller**  
Deputy Executive Director

PO Box 101020 | Anchorage, Alaska 99510-1020  
Direct: 907-330-8453 | Fax: 907-338-9218 | [www.ahfc.us](http://www.ahfc.us)

---

**From:** Nola Cedergreen  
**Sent:** Tuesday, August 20, 2013 8:46 AM  
**To:** Mike Buller  
**Subject:** RE: Blue line copy of LIO lease

I am in Seattle waiting for my flight to Redmond. Can send the marked up copy with comments in yellow tonight.

He could also do a "compare" in Word; comparing his document to our latest version...that would be the most accurate since we made a few changes to the document that included the highlighted comments.

Are we going to try to set up a teleconference with Pam Varni later this week?

I expect today to be pretty long and gruelling for me ... Dad is breathing via machine and is sedated. Will know more when I get to Redmond and can talk to a doctor.

Sent from my Verizon Wireless 4G LTE Smartphone

----- Original message -----

**From:** Mike Buller <[mbuller@ahfc.us](mailto:mbuller@ahfc.us)>  
**Date:** 08/19/2013 3:14 PM (GMT-08:00)  
**To:** Nola Cedergreen <[ncedergr@ahfc.us](mailto:ncedergr@ahfc.us)>  
**Subject:** Blue line copy of LIO lease

Doug Gardner would like the blue lined copy of the LIO lease. His email address is [laa.legal@akleg.gov](mailto:laa.legal@akleg.gov). Thanks.



**Michael Buller**  
Deputy Executive Director

PO Box 101020 | Anchorage, Alaska 99510-1020  
Direct: 907-330-8453 | Fax: 907-338-9218 | [www.ahfc.us](http://www.ahfc.us)

---

**From:** Nola Cedergreen  
**Sent:** Tuesday, August 20, 2013 8:19 PM  
**To:** laa.legal@akleg.gov  
**Cc:** Mike Buller  
**Subject:** FW: Blue line copy of LIO lease  
**Attachments:** ANC LIO Extension DRAFT 2013 08 15 MP (2).docx; ANC LIO Extension DRAFT ahfc revisions 08132013.docx; ANC LIO Extension AHFC Revisions v 08192013 (nc).docx; Compare LIO Extension 0809 version and 0819 AHFC version.docx

Hello, Doug.

Attached please find:

1. The first version of the amendment that I received for review - the document is entitled ANC LIO Extension DRAFT 2013 08 15 MP (the actual date on the document is 8/9/2013)
2. The first revisions to the amendment that I prepared for the review of others. Comments are highlighted in yellow. ANC LIO Extension DRAFT ahfc revisions 08132013
3. The final version of the amendment reflecting the changes AHFC is recommending ...this version includes only a few minor edits/updates from the 8/15/13 version.
4. A "compare" of the first version supplied AHFC (08092013) and the final version incorporating AHFC's recommended changes ANC LIO Extension AHFC Revisions v 08192013 (nc)

Hope this helps with your review.

Let me know if I can help in any way.

Nola

---

**From:** Mike Buller  
**Sent:** Monday, August 19, 2013 2:14 PM  
**To:** Nola Cedergreen  
**Subject:** Blue line copy of LIO lease

Doug Gardner would like the blue lined copy of the LIO lease. His email address is [laa.legal@akleg.gov](mailto:laa.legal@akleg.gov). Thanks.



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---

**From:** Juli Lucky <Juli.Lucky@akleg.gov>  
**Sent:** Thursday, August 29, 2013 2:02 PM  
**To:** Rep. Mike Hawker; Pamela Varni; LAA Legal; Mark Pfeffer (MPfeffer@PfefferDevelopment.com); Donald McClintock III (DWM@Anchorlaw.com); Doc Crouse; Mike Buller; Stacy Schubert; Nola Cedergreen; Greg Rochon  
**Subject:** Meeting Recap

Thanks for your time today. Just to ensure we are all on the same page, this is the action item list I compiled. I did my best – please feel free to correct if I got it wrong. Our proposed execution date is Friday, 9/20.

MP to formalize LLC relationship as soon as possible (target date: 9/12?).

Exhibits:

MP will refine Exhibit A to incorporate the “revamped” architect plan with appropriate finishes.

MP will ensure that specific “Delays in performance” language is added to Exhibit B (see notes on Lease Section 36, below).

Mr. McClintock will take the next stab at incorporating changes into the lease document and send a revised document to Nola Cedergreen (ncedergr@ahfc.us) and Doug Gardner (LAA\_Legal@akleg.gov). Following is my inventory of discussion items – the initial of the person who brought up the concern, if applicable, is noted for reference (MP/Mark Pfeffer; DG/Doug Gardner; MH/Mike Hawker; DM/Don McClintock; NC: Nola Cedergreen).

All parties agree that the 10 year lease period will be June 1, 2014 - May 31, 2024.

Sec. 1.1 c (MP) – should be rewritten to define clearly four distinct periods of rent: Date from signed lease to when Legislature moves to relocation site(s); Renovation period under current lease; Renovation period under new lease; Resumed occupancy. MP will calculate amount of base rent, but the figure will not be finalized until appraisal is complete.

Sec. 1.1d – 3% inflator – it was determined that this would remain in the lease as is – T. Lowe will be providing feedback on this issue.

Sec. 1.2 (MP) – Effective Date should be cleaned up to confirm to 1.1c

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716 W. 4th Ave., Ste. 610  
Anchorage, Alaska 99501  
(907) 269-0244; fax: 269-0248

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**Sent:** Thursday, August 29, 2013 2:27 PM  
**To:** 'Juli Lucky'; Rep. Mike Hawker; Pamela Varni; LAA Legal; Mark Pfeffer (MPfeffer@PfefferDevelopment.com); Doc Crouse; Mike Buller; Stacy Schubert; Nola Cedergreen; Greg Rochon  
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**Sent:** Thursday, August 29, 2013 2:02 PM  
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**Sent:** Thursday, August 29, 2013 2:56 PM  
**To:** Donald W. McClintock; Juli Lucky; Pamela Varni; LAA Legal; Mark Pfeffer (MPfeffer@PfefferDevelopment.com); Doc Crouse; Mike Buller; Stacy Schubert; Nola Cedergreen; Greg Rochon  
**Subject:** RE: Meeting Recap

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**From:** Donald W. McClintock <dwm@anchorlaw.com>  
**Sent:** Friday, August 30, 2013 12:10 PM  
**To:** Nola Cedergreen  
**Cc:** 'LAA\_Legal@akleg.gov'; 'Mark Pfeffer'; 'Juli Lucky'; Heidi A. Wyckoff; Bob Acree (bobacree@gmail.com)  
**Subject:** Revised LAA Lease  
**Attachments:** Compare 8-19 to 8-29 drafts (00147690).pdf; ANC LIO Extension AHFC Revisions v 08292013 (A M) (00147389-3).docx; Insert to Exhibit B (00147533).docx

Nola and Doug,

Please see attached the revised Lease; I accepted acceptable changes and took my first stab at the changes discussed at the meeting, plus a few other edits on phrasing. The lease is in word with track changes. Mark has reviewed and he is on board with these changes. I have a comparison document as well that better reflects the changes between the two drafts as well.

I also took my first stab at the delay language for Ex. B.

Doug, I am around next week to discuss this. I have a Board of Governors meeting on Thursday and Friday but I am generally available Tuesday and Wednesday.

All in all I think the meeting allowed for great strides forward.

Everyone have a great weekend.

Don

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**From:** MaryEllen Duffy <MaryEllen.Duffy@akleg.gov>  
**Sent:** Friday, August 30, 2013 3:40 PM  
**To:** 'Donald W. McClintock'; Nola Cedergreen  
**Cc:** Pamela Varni  
**Subject:** Revised LAA Lease

The following messages are from Doug Gardner.

Don,

Thanks for being responsive and providing us with your draft and suggested language. I hope to review your language this weekend and discuss our comments with Nola, so she can, if it is easier, incorporate them in her next draft.

I want to avoid too many versions of the lease, and hope this works for you. Have a nice weekend.

Doug

Nola,

Will this process work for you. Also, if you can, please provide us with a phone number so we can discuss some of our edits in response to Don's proposed language. Thanks. Have a nice weekend.

Doug

Sent by Peggy LaMonica for  
*MaryEllen Duffy*  
*Special Assistant*  
*LAA Legal Services*  
*907-465-6651 direct*  
*907-465-2029 fax*  
[MaryEllen.Duffy@akleg.gov](mailto:MaryEllen.Duffy@akleg.gov)

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**From:** Nola Cedergreen  
**Sent:** Monday, September 02, 2013 1:56 PM  
**To:** Rep. Mike Hawker; Donald W. McClintock; Juli Lucky; Pamela Varni; LAA Legal; Mark Pfeffer (MPfeffer@PfefferDevelopment.com); Doc Crouse; Mike Buller; Stacy Schubert; Greg Rochon  
**Subject:** RE: Meeting Recap

I hope to have another draft to share with everyone by end of day...the "maybe next to last draft"

---

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**Sent:** Thursday, August 29, 2013 2:56 PM  
**To:** Donald W. McClintock; Juli Lucky; Pamela Varni; LAA Legal; Mark Pfeffer (MPfeffer@PfefferDevelopment.com); Doc Crouse; Mike Buller; Stacy Schubert; Nola Cedergreen; Greg Rochon  
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**From:** Pamela Varni <Pamela.Varni@akleg.gov>  
**Sent:** Monday, September 02, 2013 2:29 PM  
**To:** Nola Cedergreen  
**Cc:** LAA Legal  
**Subject:** Re: Meeting Recap

Hi Nola. Doug and I met today and have changes. Doug will send those to you in the morning. Best regards. Pam

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From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Monday, September 02, 2013 01:55 PM  
To: Rep. Mike Hawker; Donald W. McClintock <dwm@anchorlaw.com>; Juli Lucky; Pamela Varni; LAA Legal; Mark Pfeffer (MPfeffer@PfefferDevelopment.com) <MPfeffer@PfefferDevelopment.com>; Doc Crouse <dcrouse@ahfc.us>; Mike Buller <mbuller@ahfc.us>; Stacy Schubert <sshubert@ahfc.us>; Greg Rochon <grochon@ahfc.us>  
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Juli,

Thanks, great recap and far better notes than I took.

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> From: Nola Cedergreen [mailto:ncedergr@ahfc.us]

> Sent: Monday, September 02, 2013 01:55 PM

> To: Rep. Mike Hawker; Donald W. McClintock <dwm@anchorlaw.com>; Juli Lucky; Pamela Varni; LAA Legal; Mark Pfeffer (MPfeffer@PfefferDevelopment.com) <MPfeffer@PfefferDevelopment.com>; Doc Crouse <dcrouse@ahfc.us>; Mike Buller <mbuller@ahfc.us>; Stacy Schubert <sshubert@ahfc.us>; Greg Rochon <grochon@ahfc.us>

> Subject: RE: Meeting Recap

>

> I hope to have another draft to share with everyone by end of day...the "maybe next to last draft"

>

>

> From: Rep. Mike Hawker [Rep.Mike.Hawker@akleg.gov]

> Sent: Thursday, August 29, 2013 2:56 PM

> To: Donald W. McClintock; Juli Lucky; Pamela Varni; LAA Legal; Mark Pfeffer (MPfeffer@PfefferDevelopment.com); Doc Crouse; Mike Buller; Stacy Schubert; Nola Cedergreen; Greg Rochon

> Subject: RE: Meeting Recap

>

> Thank you. Juli is the best jailhouse lawyer in the business.

>

> Mike

>

>

> From: Donald W. McClintock [mailto:dwm@anchorlaw.com]

> Sent: Thursday, August 29, 2013 2:27 PM

> To: Juli Lucky; Rep. Mike Hawker; Pamela Varni; LAA Legal; Mark Pfeffer (MPfeffer@PfefferDevelopment.com); Doc Crouse (DCrouse@ahfc.us); Mike Buller (mbuller@ahfc.us); Stacy Schubert; ncedergr@ahfc.us; grochon@ahfc.us  
> Subject: RE: Meeting Recap  
>  
> Juli,  
>  
> Thanks, great recap and far better notes than I took.  
>  
> Don  
>  
> Donald W. McClintock  
> Ashburn & Mason, P.C.  
> 1227 W. 9th Ave. Ste. 200  
> Anchorage, AK 99501  
> (907) 276-4331 (voice)  
> (907) 277-8235 (fax)  
> www.anchorlaw.com<<http://www.anchorlaw.com/>>  
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>  
> From: Juli Lucky [mailto:Juli.Lucky@akleg.gov]  
> Sent: Thursday, August 29, 2013 2:02 PM  
> To: Rep. Mike Hawker; Pamela Varni; LAA Legal; Mark Pfeffer (MPfeffer@PfefferDevelopment.com<mailto:MPfeffer@PfefferDevelopment.com>); Donald W. McClintock; Doc Crouse (DCrouse@ahfc.us<mailto:DCrouse@ahfc.us>); Mike Buller (mbuller@ahfc.us<mailto:mbuller@ahfc.us>); Stacy Schubert; ncedergr@ahfc.us<mailto:ncedergr@ahfc.us>); grochon@ahfc.us<mailto:grochon@ahfc.us>  
> Subject: Meeting Recap  
>  
> Thanks for your time today. Just to ensure we are all on the same page, this is the action item list I compiled. I did my best – please feel free to correct if I got it wrong. Our proposed execution date is Friday, 9/20.  
>  
> MP to formalize LLC relationship as soon as possible (target date: 9/12?).  
>  
> Exhibits:  
> MP will refine Exhibit A to incorporate the “revamped” architect plan with appropriate finishes.  
>  
> MP will ensure that specific “Delays in performance” language is added to Exhibit B (see notes on Lease Section 36, below).  
>  
> Mr. McClintock will take the next stab at incorporating changes into the lease document and send a revised document to Nola Cedergreen (ncedergr@ahfc.us<mailto:ncedergr@ahfc.us>) and Doug Gardner (LAA\_Legal@akleg.gov<mailto:LAA\_Legal@akleg.gov>). Following is my inventory of discussion items – the initial of the person who brought up the concern, if applicable, is noted for reference (MP/Mark Pfeffer; DG/Doug Gardner; MH/Mike Hawker; DM/Don McClintock; NC: Nola Cedergreen).  
>  
> All parties agree that the 10 year lease period will be June 1, 2014 - May 31, 2024.  
>

- > Sec. 1.1 c (MP) – should be rewritten to define clearly four distinct periods of rent: Date from signed lease to when Legislature moves to relocation site(s); Renovation period under current lease; Renovation period under new lease; Resumed occupancy. MP will calculate amount of base rent, but the figure will not be finalized until appraisal is complete.
- >
- > Sec. 1.1d – 3% inflator – it was determined that this would remain in the lease as is – T. Lowe will be providing feedback on this issue.
- >
- > Sec. 1.2 (MP) – Effective Date should be cleaned up to confirm to 1.1c
- >
- > Sec. 1.2 (DG) – replace “Date has been determined to be at least ten (10) percent less than the market value for similar space in downtown Anchorage, Alaska” with text from statute – pasted below for reference. Also – I think that the title should be 1.2.AS 36.30.083(a) COST SAVINGS. – not AS 36.30.083().
- >
- > (a) Notwithstanding any other provision of this chapter, the department, the Board of Regents of the University of Alaska, the legislative council, or the court system may extend a real property lease that is entered into under this chapter for up to 10 years if a minimum cost savings of at least 10 percent below the market rental value of the real property at the time of the extension would be achieved on the rent due under the lease. The market rental value must be established by a real estate broker's opinion of the rental value or by an appraisal of the rental value.
- >
- > Sec. 3 – Tenant Improvements – – it was determined that this would remain in the lease as is for now – T. Lowe will be providing feedback on this issue and AHFC may come up with a new figure.
- >
- > Sec. 4 (MP) – the section should be reorganized to add in other level of outlining so that “Lessor’s Responsibility and Costs” becomes “a.” and the actual items are numbered; “Lessee’s Responsibility and Costs” becomes “b.” and the actual items are numbered. There was discussion about items I&J on the Lessor’s list (MP) and items I&J on the Lessee’s list (MH), but it was determined that the breakout of responsibilities/costs would not be changed.
- >
- > Sec. 4 [Lessor] e. - Carpet (DG) – ensure that this section is consistent with section 9 of the lease. Sec. 4 (Lessor) e. states “replacing worn carpet every 10 years; sec. 9 states “at least once every ten (10) years or sooner if needed...” While this wasn’t discussed, this may also need to be done with sec. 12 regarding painting.
- >
- > Sec. 19 (DG) – clarify what are subsequent renovations – suggested language “beyond the scope of what is contacted in exhibits A and B.” We may need to look at this in context of current section 19 of the lease to ensure consistency.
- >
- > Sec. 21 (DG) – “The placement of signs at or upon the Premises requires the advance approval of the Lessor.” should be replaced with “The placement of signs at or upon the Premises shall be coordinated with the Lessor.
- >
- > Sec. 33 (DG) – Remedies on default (DG) was concerned that these were watered down from original language suggested by LAA and thinks “but not limited to” should be left in. DG and DM to work on compromise language.
- >
- > Sec. 33 (NC) – “reasonable time” should be more defined. DM and NC to work on appropriate language.
- >
- > Sec. 35 (MP) – Should be clarified that property casualty insurance 2ill be reimbursed by lessee, consistent with section 4 [Lessee] n.
- >
- > Sec. 36 (DG) – What specifically constitutes delays, duties and remedies should be spelled out - as was provided in LAA’s draft. There was discussion that this language was more appropriate for inclusion in an exhibit as this was not really applicable to the entire lease – it was applicable to the proposed renovation. Subsequent exhibits could then be crafted to fit any subsequent renovation(s). This section will stay as is for now, until Exhibit B is produced.
- >

> Sec. 37 (MP) – Holdover language will be changed to specify a particular timeframe with a specific, adequate notice requirement. DM and DG to work on acceptable language.

>

> Sec. 43 (DG) – remove the word “covenant” and clarify that the ED’s duty is to include the amount in the agency’s request as the ED will not have control over the budget process. DM and DG to work on acceptable language.

>

> Sec. 47 – delete in entirety.

>

> ~~

> Juli Lucky

> Office of Rep. Mike Hawker

> 716 W. 4th Ave., Ste. 610

> Anchorage, Alaska 99501

> (907) 269-0244; fax: 269-0248

>

>

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---

**From:** MaryEllen Duffy <MaryEllen.Duffy@akleg.gov>  
**Sent:** Tuesday, September 03, 2013 12:39 PM  
**To:** 'Donald W. McClintock'  
**Cc:** Rep. Mike Hawker; Pamela Varni; Nola Cedergreen; Doc Crouse; Mike Buller  
**Subject:** Section-by-section response to 8/30/13 draft lease  
**Attachments:** response to Aug 30 draft lease.pdf

Please see attached.

*MaryEllen Duffy*  
*Special Assistant*  
*LAA Legal Services*  
*907-465-6651 direct*  
*907-465-2029 fax*  
*MaryEllen.Duffy@akleg.gov*

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---

**From:** Donald W. McClintock <dwm@anchorlaw.com>  
**Sent:** Tuesday, September 03, 2013 1:20 PM  
**To:** 'MaryEllen Duffy'  
**Cc:** Rep. Mike Hawker; Pamela Varni; Nola Cedergreen; Doc Crouse; Mike Buller; Heidi A. Wyckoff  
**Subject:** RE: Section-by-section response to 8/30/13 draft lease

Doug,

Thank-you for the prompt response. Just one quick question while I review the comments with my clients. You made the comment to page 3, 1.1b that the 10 year extension of May 31, 2024 exceeds the authority under AS 36.30.083. Because the current term end date is May 31, 2014, what is the end date that you envision?

Also you have asked for a return of certain language to Draft 3 at p.18 section 36. Due to the multiple versions and originators of the drafts it is not entirely clear to me which rendition of the lease you are referencing. Could you send back a copy of the language you ask to insert or a copy of the lease you have referenced?

Thanks  
Don

**Donald W. McClintock**  
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**Sent:** Tuesday, September 03, 2013 12:39 PM  
**To:** Donald W. McClintock  
**Cc:** Rep. Mike Hawker; Pamela Varni; 'ncedergr@ahfc.us'; 'dcrouse@ahfc.us'; 'Mike Buller'  
**Subject:** Section-by-section response to 8/30/13 draft lease

Please see attached.

*MaryEllen Duffy*  
*Special Assistant*  
*LAA Legal Services*  
*907-465-6651 direct*  
*907-465-2029 fax*  
[MaryEllen.Duffy@akleg.gov](mailto:MaryEllen.Duffy@akleg.gov)



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---

**From:** Nola Cedergreen  
**Sent:** Tuesday, September 03, 2013 1:58 PM  
**To:** Donald W. McClintock; 'MaryEllen Duffy'  
**Cc:** Rep. Mike Hawker; Pamela Varni; Doc Crouse; Mike Buller; Heidi A. Wyckoff  
**Subject:** RE: Section-by-section response to 8/30/13 draft lease

Thanks, Don.

I will sit tight with another draft until these questions are resolved.

---

**From:** Donald W. McClintock [dwm@anchorlaw.com]  
**Sent:** Tuesday, September 03, 2013 1:19 PM  
**To:** 'MaryEllen Duffy'  
**Cc:** Rep. Mike Hawker; Pamela Varni; Nola Cedergreen; Doc Crouse; Mike Buller; Heidi A. Wyckoff  
**Subject:** RE: Section-by-section response to 8/30/13 draft lease

Doug,

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Thanks  
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**Sent:** Tuesday, September 03, 2013 12:39 PM  
**To:** Donald W. McClintock  
**Cc:** Rep. Mike Hawker; Pamela Varni; 'ncedergr@ahfc.us'; 'dcrouse@ahfc.us'; 'Mike Buller'  
**Subject:** Section-by-section response to 8/30/13 draft lease

Please see attached.

*MaryEllen Duffy*  
*Special Assistant*  
*LAA Legal Services*  
*907-465-6651 direct*  
*907-465-2029 fax*  
[MaryEllen.Duffy@akleg.gov](mailto:MaryEllen.Duffy@akleg.gov)

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---

**From:** Nola Cedergreen  
**Sent:** Tuesday, September 03, 2013 4:14 PM  
**To:** Rep.Mike.Hawker@akleg.gov; Pamela.Varni@akleg.gov; laa.legal@akleg.gov  
**Subject:** FW: Section-by-section response to 8/30/13 draft lease  
**Attachments:** response to Aug 30 draft lease.pdf

Everyone:

It is possible that the landlord will accept all of your recommended changes, but if that is not the case, I am sending a few thoughts your direction for consideration.

1. Window coverings. It would be unusual for the window coverings to need replacement every 10 years. Most office buildings are fitted with adjustable 1" metal blinds that last for many years (30 plus in the building that AHFC currently occupies). The metal blinds are easy to clean, are not damaged by water leaks (no worries re: mold), and do not stain or discolor. Given that your initial lease period is for 10 years and further, that you may elect to enter into a lease-purchase of the facility, this may be an easy requirement to give up if necessary.
2. Floor coverings. Same thoughts as with window coverings - an mandated replacement schedule may not be ideal. Vinyl and tile floor coverings will last for many years. It's the same with commercial carpeting, particularly if you specify the use of carpet tiles and nylon fiber. It is not only costly to replace flooring, but it is very disruptive to your business operations (i.e. moving/resetting furniture, computers, copiers, systems components, etc.).
3. Section 33. Your point is well-taken re: the 30 day language, however, "reasonable time" is a bit of a challenge to interpret as well. I will take a shot at describing maintenance that interrupts your ability to use the space (i.e. elevators, HVAC, utilities, broken windows, leaking roof, etc.) as opposed to routine maintenance that may be managed during regular business hours. Then, you can help refine the verbiage ... I'm guessing we will have categories of maintenance. You do want to have a defined timeline where if the landlord is provided notice and doesn't take care of necessary maintenance, you can manage the repair and deduct the costs from your rent payment.
4. Section 36. I thought we had agreed via teleconference that delays in performance related to the renovation work (Exhibits A and B) would be referenced in Exhibit B.
5. Section 49. AHFC is not a party to the lease amendment and should not be referenced in the agreement.

That's it ...

---

**From:** MaryEllen Duffy [MaryEllen.Duffy@akleg.gov]  
**Sent:** Tuesday, September 03, 2013 12:38 PM  
**To:** 'Donald W. McClintock'  
**Cc:** Rep. Mike Hawker; Pamela Varni; Nola Cedergreen; Doc Crouse; Mike Buller  
**Subject:** Section-by-section response to 8/30/13 draft lease

Please see attached.

*MaryEllen Duffy*  
*Special Assistant*  
*LAA Legal Services*  
*907-465-6651 direct*  
*907-465-2029 fax*  
*MaryEllen.Duffy@akleg.gov*

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---

**From:** LAA Legal <LAA.Legal@akleg.gov>  
**Sent:** Tuesday, September 03, 2013 4:44 PM  
**To:** 'Donald W. McClintock'  
**Cc:** Rep. Mike Hawker; Pamela Varni; Nola Cedergreen; Doc Crouse; Mike Buller; Heidi A. Wyckoff  
**Subject:** RE: section 36 language to insert  
**Attachments:** Legis Leg Svs\_Draft 3\_no.13-171med.doc

Don,  
Please find attached the version of section 36 contained in Legislative Legal Services Draft 3, page 14. Please use the language in this section 36.  
Doug

*Sent by:*  
*MaryEllen Duffy*  
*Special Assistant*  
*LAA Legal Services*  
*907-465-6651 direct*  
*907-465-2029 fax*  
*MaryEllen.Duffy@akleg.gov*

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**Sent:** Tuesday, September 03, 2013 1:20 PM  
**To:** MaryEllen Duffy  
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**Subject:** Section-by-section response to 8/30/13 draft lease

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**From:** Nola Cedergreen  
**Sent:** Tuesday, September 03, 2013 7:37 PM  
**To:** Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov; dwm@anchorlaw.com  
**Subject:** LIO Lease Extension and Amendment v. 09/04/2013  
**Attachments:** ANC LIO Extension AHFC Revisions v09042013 (NC).docx; LIO draft compare 829 to 904.docx

Please give this a test drive ...

Mr. McClintock's latest draft was used as the base document which was revised slightly based upon a review of my handwritten notes from our teleconference, the detailed notes provided by Representative Hawker's office, and the September 3rd summary prepared by Doug Gardner.

With the exception of the following reference in Doug's September 3rd document, I believe I have addressed most questions: "P. 11. Sec. 21: ...after 'not the responsibility of Lessor' ... that the clause ... be included." I couldn't find "not the responsibility of Lessor" in Section 21. Please point me in the right direction.

The definition section has been expanded and requires some review to be certain the parties agree. The delay in performance section has hopefully been clarified in a manner that will avoid confusion between the renovation to be accomplished prior to the Lessee's acceptance and occupancy of the Premises and any subsequent alteration/renovation projects that may come along after occupancy. Section 43 requires a careful read. I believe I have quoted AS 36.30.083 (a) correctly but recommend a legal review of my work.

Attached is a track changes comparison between Mr. McClintock's draft and the 9/4/13 version. I believe Doc Crouse and Mark Pfeffer are both working on the content of Exhibit "A" and Exhibit "B".

Thanks for all of your help and feedback.

---

**From:** Donald W. McClintock <dwm@anchorlaw.com>  
**Sent:** Tuesday, September 03, 2013 7:41 PM  
**To:** Nola Cedergreen; Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov  
**Subject:** RE: LIO Lease Extension and Amendment v. 09/04/2013

Thanks.

Don

-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Tuesday, September 03, 2013 7:37 PM  
To: Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov; Donald W. McClintock  
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---

**From:** Rep. Mike Hawker <Rep.Mike.Hawker@akleg.gov>  
**Sent:** Wednesday, September 04, 2013 8:17 AM  
**To:** Nola Cedergreen  
**Subject:** RE: Section-by-section response to 8/30/13 draft lease

Hi Nola,

I concur with you. Gardner is exceeding his competence once again.

Mike

-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Tuesday, September 03, 2013 4:14 PM  
To: Rep. Mike Hawker; Pamela Varni; LAA Legal  
Subject: FW: Section-by-section response to 8/30/13 draft lease

Everyone:

It is possible that the landlord will accept all of your recommended changes, but if that is not the case, I am sending a few thoughts your direction for consideration.

1. Window coverings. It would be unusual for the window coverings to need replacement every 10 years. Most office buildings are fitted with adjustable 1" metal blinds that last for many years (30 plus in the building that AHFC currently occupies). The metal blinds are easy to clean, are not damaged by water leaks (no worries re: mold), and do not stain or discolor. Given that your initial lease period is for 10 years and further, that you may elect to enter into a lease-purchase of the facility, this may be an easy requirement to give up if necessary.
2. Floor coverings. Same thoughts as with window coverings - an mandated replacement schedule may not be ideal. Vinyl and tile floor coverings will last for many years. It's the same with commercial carpeting, particularly if you specify the use of carpet tiles and nylon fiber. It is not only costly to replace flooring, but it is very disruptive to your business operations (i.e. moving/resetting furniture, computers, copiers, systems components, etc.).
3. Section 33. Your point is well-taken re: the 30 day language, however, "reasonable time" is a bit of a challenge to interpret as well. I will take a shot at describing maintenance that interrupts your ability to use the space (i.e. elevators, HVAC, utilities, broken windows, leaking roof, etc.) as opposed to routine maintenance that may be managed during regular business hours. Then, you can help refine the verbiage ... I'm guessing we will have categories of maintenance. You do want to have a defined timeline where if the landlord is provided notice and doesn't take care of necessary maintenance, you can manage the repair and deduct the costs from your rent payment.
4. Section 36. I thought we had agreed via teleconference that delays in performance related to the renovation work (Exhibits A and B) would be referenced in Exhibit B.
5. Section 49. AHFC is not a party to the lease amendment and should not be referenced in the agreement.

That's it ...

---

From: MaryEllen Duffy [MaryEllen.Duffy@akleg.gov]

Sent: Tuesday, September 03, 2013 12:38 PM

To: 'Donald W. McClintock'

Cc: Rep. Mike Hawker; Pamela Varni; Nola Cedergreen; Doc Crouse; Mike Buller

Subject: Section-by-section response to 8/30/13 draft lease

Please see attached.

MaryEllen Duffy  
Special Assistant  
LAA Legal Services  
907-465-6651 direct  
907-465-2029 fax  
MaryEllen.Duffy@akleg.gov

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---

**From:** Mark Pfeffer <MPfeffer@PfefferDevelopment.com>  
**Sent:** Wednesday, September 04, 2013 11:16 AM  
**To:** Nola Cedergreen; Mike Buller; Doc Crouse  
**Cc:** Shea C. Simasko; Bob O'Neill  
**Subject:** Lessor reserves for costs.

Mike/Doc/Nola

Attached is our first pass at a 10 year budget for landlord required reserves for the modified NNN concept.

Specifically the yellow highlighted cells require more input from various subcontractors.

But I want to get this out to you so that you could start to get a sense of where this is headed.

This would also be very relevant to the appraiser.

Question or Comments on format or content?

Please standby for an update to follow

*Mark Pfeffer*

**PFEFFER DEVELOPMENT, LLC**

425 G Street, Suite 210 | Anchorage, Alaska 99501

p 907 646 4644 | f 907.646.4655 |

**Cell Phone**

907 317 5030

---

**From:** Mark Pfeffer <MPfeffer@PfefferDevelopment.com>  
**Sent:** Wednesday, September 04, 2013 12:22 PM  
**To:** Doc Crouse; Mike Buller; Nola Cedergreen  
**Subject:** Exhibit B Insert  
**Attachments:** Insert to Exhibit B (00147533).docx

I believe I sent this previously but it might have slipped thru the cracks.

Doc, does this solve the delay in completion issue adequately?

*Mark Pfeffer*

**PFEFFER DEVELOPMENT, LLC**

425 G Street, Suite 210 | Anchorage, Alaska 99501

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**Cell Phone**

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---

**From:** LAA Legal <LAA.Legal@akleg.gov>  
**Sent:** Wednesday, September 04, 2013 12:47 PM  
**To:** Nola Cedergreen; Rep. Mike Hawker; Pamela Varni; dwm@anchorlaw.com  
**Subject:** RE: LIO Lease Extension and Amendment v. 09/04/2013

Nola,  
Thanks for your drafting work. I understand that you have, in your most recent draft, made some changes and not others. I will leave it to the client to make a decision on how to move forward on your recommendations in your current draft. However, section 1.1(b) and section 36 require, in my view, a conversation by short teleconference.

If Exhibits A and B will be ready soon, I suggest that when the drafts are available we have another teleconference to address them and secs. 1.1(b) and 36. The last call was productive and efficient. I will hold my comments on new drafts until then, if this suggested process is acceptable to Representative Hawker.

Doug Gardner, Director  
LAA Legal Services

Sent by:  
MaryEllen Duffy  
Special Assistant  
LAA Legal Services  
907-465-6651 direct  
907-465-2029 fax  
MaryEllen.Duffy@akleg.gov

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-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Tuesday, September 03, 2013 7:37 PM  
To: Rep. Mike Hawker; LAA Legal; Pamela Varni; dwm@anchorlaw.com  
Subject: LIO Lease Extension and Amendment v. 09/04/2013

Please give this a test drive ...

Mr. McClintock's latest draft was used as the base document which was revised slightly based upon a review of my handwritten notes from our teleconference, the detailed notes provided by Representative Hawker's office, and the September 3rd summary prepared by Doug Gardner.

With the exception of the following reference in Doug's September 3rd document, I believe I have addressed most questions: "P. 11. Sec. 21: ...after 'not the responsibility of Lessor' ... that the clause ... be included." I couldn't find "not the responsibility of Lessor" in Section 21. Please point me in the right direction.

The definition section has been expanded and requires some review to be certain the parties agree. The delay in performance section has hopefully been clarified in a manner that will avoid confusion between the renovation to be accomplished prior to the Lessee's acceptance and occupancy of the Premises and any subsequent alteration/renovation projects that may come along after occupancy. Section 43 requires a careful read. I believe I have quoted AS 36.30.083 (a) correctly but recommend a legal review of my work.

Attached is a track changes comparison between Mr. McClintock's draft and the 9/4/13 version. I believe Doc Crouse and Mark Pfeffer are both working on the content of Exhibit "A" and Exhibit "B".

Thanks for all of your help and feedback.

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---

**From:** Nola Cedergreen  
**Sent:** Wednesday, September 04, 2013 2:44 PM  
**To:** LAA.Legal@akleg.gov; Rep.Mike.Hawker@akleg.gov; Pamela.Varni@akleg.gov; dwm@anchorlaw.com  
**Subject:** RE: LIO Lease Extension and Amendment v. 09/04/2013

Sounds like a plan. I will keep my schedule open.

Sent from my Verizon Wireless 4G LTE Smartphone

----- Original message -----

**From:** LAA Legal <LAA.Legal@akleg.gov>  
**Date:** 09/04/2013 1:47 PM (GMT-08:00)  
**To:** Nola Cedergreen <ncedergr@ahfc.us>,"Rep. Mike Hawker" <Rep.Mike.Hawker@akleg.gov>,Pamela Varni <Pamela.Varni@akleg.gov>,dwm@anchorlaw.com  
**Subject:** RE: LIO Lease Extension and Amendment v. 09/04/2013

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Doug Gardner, Director  
LAA Legal Services

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Special Assistant  
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907-465-6651 direct  
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MaryEllen.Duffy@akleg.gov

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**Sent:** Tuesday, September 03, 2013 7:37 PM  
**To:** Rep. Mike Hawker; LAA Legal; Pamela Varni; dwm@anchorlaw.com

Subject: LIO Lease Extension and Amendment v. 09/04/2013

Please give this a test drive ...

Mr. McClintock's latest draft was used as the base document which was revised slightly based upon a review of my handwritten notes from our teleconference, the detailed notes provided by Representative Hawker's office, and the September 3rd summary prepared by Doug Gardner.

With the exception of the following reference in Doug's September 3rd document, I believe I have addressed most questions: "P. 11. Sec. 21: ...after 'not the responsibility of Lessor' ... that the clause ... be included." I couldn't find "not the responsibility of Lessor" in Section 21. Please point me in the right direction.

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Thanks for all of your help and feedback.

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---

**From:** Nola Cedergreen  
**Sent:** Wednesday, September 04, 2013 2:47 PM  
**To:** MPfeffer@PfefferDevelopment.com; Mike Buller; Doc Crouse  
**Subject:** RE: Two new deal points on the lease amendment

Will do. The most obvious example is when AHFC signed the same documents as Lessee when Tatitlek purchased 4300 Boniface from the Teamsters.

Sent from my Verizon Wireless 4G LTE Smartphone

----- Original message -----

**From:** Mark Pfeffer <MPfeffer@PfefferDevelopment.com>  
**Date:** 09/04/2013 12:29 PM (GMT-08:00)  
**To:** Mike Buller <mbuller@ahfc.us>, Nola Cedergreen <ncedergr@ahfc.us>, Doc Crouse <dcrouse@ahfc.us>  
**Subject:** Two new deal points on the lease amendment

Mike, (Nola,Doc)

I meant to talk to you about this earlier today but forgot.

We would like to get a provision added into the amendment regarding tenants obligation to consent to providing Subordination and Non Disturbance Agreement and an Estoppel Agreement to our lenders upon their request.

Don McClintock has obtained these documents relative to other state leases and I would expect that AHFC as a lender understands the purpose of these documents relative to a financing. But I also suspect that Leg. Legal is going to be unfamiliar with the concept and wary of providing such provisions.

These are pretty benign documents from the tenants perspective. Basically, in the case of an estoppel, acknowledgment that at the time of the financing the lease is in effect. And in the case of the SNDA that the lenders interests are in first position relative to the tenants leasehold interests BUT without diminishing any of the tenants interest under the lease as long as the tenant is not in default.

I think we are going to need assistance introducing these provisions to the lease and Leg. Legal and am hoping that you can do so.

I will get exact language that we are looking for and forward under separate email.

Thank You for considering this request.

*Mark Pfeffer*

**PFEFFER DEVELOPMENT, LLC**

425 G Street, Suite 210 | Anchorage, Alaska 99501

p 907 646 4644 | f 907.646.4655 |

**Cell Phone**  
907 317 5030

---

**From:** Doc Crouse  
**Sent:** Wednesday, September 04, 2013 2:50 PM  
**To:** Mike Buller  
**Cc:** Juli Lucky; Pamela Varni; mpfeffer@pfefferdevelopment.com; Stacy Schubert; Nola Cedergreen; LAA.legal@akleg.gov  
**Subject:** Proposed LIO Redevelopment Exhibit A & B review  
**Attachments:** RecommendationsMemo1.pdf

Attached are AHFC recommendations for Exhibits A & B to the lease extension.



DeWayne "Doc" Crouse  
Director, Construction Department

Public Housing Division  
P.O. Box 101020 | Anchorage, Alaska 99510  
Direct: 907-330-8136 | Fax: 907-338-1679 | [www.ahfc.us](http://www.ahfc.us)

---

**From:** Nola Cedergreen  
**Sent:** Wednesday, September 04, 2013 3:23 PM  
**To:** Mark Pfeffer; Mike Buller; Doc Crouse  
**Cc:** Shea C. Simasko; Bob O'Neill  
**Subject:** RE: Lessor reserves for costs.

Whoops. No attachment.

---

**From:** Mark Pfeffer [MPfeffer@PfefferDevelopment.com]  
**Sent:** Wednesday, September 04, 2013 11:16 AM  
**To:** Nola Cedergreen; Mike Buller; Doc Crouse  
**Cc:** Shea C. Simasko; Bob O'Neill  
**Subject:** Lessor reserves for costs.

Mike/Doc/Nola

Attached is our first pass at a 10 year budget for landlord required reserves for the modified NNN concept.

Specifically the yellow highlighted cells require more input from various subcontractors.

But I want to get this out to you so that you could start to get a sense of where this is headed.

This would also be very relevant to the appraiser.

Question or Comments on format or content?

Please standby for an update to follow

*Mark Pfeffer*

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---

**From:** Nola Cedergreen  
**Sent:** Wednesday, September 04, 2013 3:25 PM  
**To:** Mark Pfeffer; Doc Crouse; Mike Buller  
**Subject:** RE: Exhibit B Insert

Looks good as it relates to the provisions of the lease agreement. Doc needs to weigh in with respect to the renovation process.

---

**From:** Mark Pfeffer [MPfeffer@PfefferDevelopment.com]  
**Sent:** Wednesday, September 04, 2013 12:22 PM  
**To:** Doc Crouse; Mike Buller; Nola Cedergreen  
**Subject:** Exhibit B Insert

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Doc, does this solve the delay in completion issue adequately?

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**From:** Mark Pfeffer <MPfeffer@PfefferDevelopment.com>  
**Sent:** Wednesday, September 04, 2013 3:26 PM  
**To:** Nola Cedergreen; Mike Buller; Doc Crouse  
**Cc:** Shea C. Simasko; Bob O'Neill  
**Subject:** RE: Lessor reserves for costs.  
**Attachments:** Copy of LIO reserve draft (2).pdf

Thanks Nola

Here you go.

Mark Pfeffer

PFEFFER DEVELOPMENT, LLC  
425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644 | f 907.646.4655 |

Cell Phone  
907 317 5030

-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Wednesday, September 04, 2013 3:23 PM  
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---

**From:** Nola Cedergreen  
**Sent:** Wednesday, September 04, 2013 3:28 PM  
**To:** Mark Pfeffer  
**Subject:** RE: Lessor reserves for costs.

Mark:

Are there any additional costs related to the parking garage or have you factored that in to the overall reserves? Extra mechanical, elevators, roof, lighting fixtures, etc.

---

From: Mark Pfeffer [MPfeffer@PfefferDevelopment.com]  
Sent: Wednesday, September 04, 2013 3:25 PM  
To: Nola Cedergreen; Mike Buller; Doc Crouse  
Cc: Shea C. Simasko; Bob O'Neill  
Subject: RE: Lessor reserves for costs.

Thanks Nola

Here you go.

Mark Pfeffer

PFEFFER DEVELOPMENT, LLC  
425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644 | f 907.646.4655 |

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**From:** Mark Pfeffer <MPfeffer@PfefferDevelopment.com>  
**Sent:** Wednesday, September 04, 2013 3:37 PM  
**To:** Nola Cedergreen  
**Subject:** RE: Lessor reserves for costs.

Good catch. I think everything is covered except roof (which is actually a structural slab that would need periodic maintenance) in addition we probably need to plug something in for maintenance of the new security roll down door.

I will add these as we head toward a final.

Lastly it's been brought to my attention that the industry common practice for these types of reserves is to "amortize" the holding costs. For example if something was going to cost \$100,000 in year ten the monthly amortized payment of principal and interest would be the reserve amount. The interest rate would be at prime which is pretty low.

So instead of taking  $\$100,000 / 120 = \$833.33$ .

It would be \$965.60 (assuming a 3% rate)

More to follow as we flush this out.

Mark Pfeffer

PFEFFER DEVELOPMENT, LLC  
425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644 | f 907.646.4655 |

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---

**From:** Nola Cedergreen  
**Sent:** Wednesday, September 04, 2013 4:27 PM  
**To:** Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov  
**Subject:** LIO Lease - Documents related to lender financing

Everyone:

Just an advance "heads-up".

As Lessee, it will likely be necessary for you to sign certain documents that are directly related to the provisions of the Lessor's financing agreement. It is also possible that the Lessor's lender will require that a provision be added to the lease itself providing that the Lessee will provide information to the lender when requested and will certify as to the agreement between the Lessor and Lessee from time to time. This is a standard process with respect to commercial property transactions that involve the financing of an office building.

In addition to its security interest in the real property and improvements, the Lessor's lender will also have a security interest in the lease itself and the related rent payments. If the Lessor should default or encounter other problems, the lender may require that you make rent payments directly to the lender.

All financing agreements vary in form, but it is likely that you will be asked to sign at least a couple of documents that are either called a Subordination and Non Disturbance Agreement and an Estoppel Agreement or something similar.

The subordination, non-disturbance, and attornment agreement will ordinarily address the priority of the rights of the Lessee and the lender; it will assure that the Lessee's rights to the premises are preserved even if the Lessor defaults and/or is foreclosed upon; and it will also provide that the Lessee will continue to meet its obligations under the lease if either the lender or a new owner takes over the property. In effect, this agreement assures both the lender and Lessee that the provisions of the lease will survive assignment, transfer, or foreclosure.

The estoppel agreement will require that all Lessees (in your case you are the single Lessee) certify as to the verbal and written promises between the Lessee and Lessor. The lender will rely upon this representation in order to obtain a clear understanding of the obligations of the parties, to determine what to expect with respect to financial performance of the property, and to help avoid any claims, misunderstandings, or disputes about promises or representations that may have been made between the Lessee and Lessor. An estoppel agreement usually includes, at a minimum: the date the lease was executed, extended, and/or amended; the current monthly rent; the rent due date; the amount of any security deposits paid by the Lessee; a description of the Lessee's/Lessor's responsibility for maintenance, utilities, taxes, and other operating expenses; and an inventory of personal property included as part of the lease. The Lessee must certify that there is nothing that would prevent the Lessee from meeting its obligations under the lease (i.e. no bankruptcy, litigation, merger, etc.). If there are any verbal promises or agreements between the parties, that information should be documented as well.

Neither of these documents should cause you to be overly concerned although you will want to read both carefully to make certain they are accurate and complete. AHFC signed similar agreements as Lessee when the Teamster's sold the 4300 Boniface building in Anchorage to Tatitlek Native Corporation.

Again, all financing agreements are different, but we should be prepared to work with whatever the Lessor's lender might require.

Nola

---

**From:** Nola Cedergreen  
**Sent:** Wednesday, September 04, 2013 4:28 PM  
**To:** mpfeffer@pfefferdevelopment.com; Mike Buller  
**Subject:** FW: LIO Lease - Documents related to lender financing

---

**From:** Nola Cedergreen  
**Sent:** Wednesday, September 04, 2013 4:27 PM  
**To:** Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov  
**Subject:** LIO Lease - Documents related to lender financing

Everyone:

Just an advance "heads-up".

As Lessee, it will likely be necessary for you to sign certain documents that are directly related to the provisions of the Lessor's financing agreement. It is also possible that the Lessor's lender will require that a provision be added to the lease itself providing that the Lessee will provide information to the lender when requested and will certify as to the agreement between the Lessor and Lessee from time to time. This is a standard process with respect to commercial property transactions that involve the financing of an office building.

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---

**From:** Mark Pfeffer <MPfeffer@PfefferDevelopment.com>  
**Sent:** Wednesday, September 04, 2013 4:36 PM  
**To:** Nola Cedergreen; Mike Buller  
**Subject:** RE: LIO Lease - Documents related to lender financing  
**Attachments:** Subordination clause (00148294).docx

Great summary Nola. Baby steps. Thank You.

I have asked Don to do the most Plain Jane SNDA and estoppel he could gin up. See the attached.

Thanks again

Mark Pfeffer

PFEFFER DEVELOPMENT, LLC  
425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644 | f 907.646.4655 |

Cell Phone  
907 317 5030

-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Wednesday, September 04, 2013 4:28 PM  
To: Mark Pfeffer; Mike Buller  
Subject: FW: LIO Lease - Documents related to lender financing

---

From: Nola Cedergreen  
Sent: Wednesday, September 04, 2013 4:27 PM  
To: Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov  
Subject: LIO Lease - Documents related to lender financing

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---

**From:** Rep. Mike Hawker <Rep.Mike.Hawker@akleg.gov>  
**Sent:** Wednesday, September 04, 2013 4:53 PM  
**To:** Nola Cedergreen  
**Cc:** LAA Legal; Pamela Varni; Juli Lucky  
**Subject:** Re: LIO Lease - Documents related to lender financing

I am quite familiar with such provisions and requirements and am in complete concurrence with your information and conclusions.

Mike

On Sep 4, 2013, at 4:27 PM, "Nola Cedergreen" <ncedergr@ahfc.us> wrote:

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>

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>

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>

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>

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>

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---

**From:** Rep. Mike Hawker <Rep.Mike.Hawker@akleg.gov>  
**Sent:** Wednesday, September 04, 2013 5:07 PM  
**To:** Nola Cedergreen; Mike Buller  
**Subject:** Fwd: LIO Lease - Documents related to lender financing

Thinking about the estoppel doctrine, should we add a provision to the written lease about it being the entire agreement between the parties? Nola's comment got me thinking again.

Mike

Begin forwarded message:

**From:** Nola Cedergreen <[ncedergr@ahfc.us](mailto:ncedergr@ahfc.us)>  
**Date:** September 4, 2013, 4:27:25 PM AKDT  
**To:** "[Rep.Mike.Hawker@akleg.gov](mailto:Rep.Mike.Hawker@akleg.gov)" <[Rep.Mike.Hawker@akleg.gov](mailto:Rep.Mike.Hawker@akleg.gov)>, "[laa.legal@akleg.gov](mailto:laa.legal@akleg.gov)" <[laa.legal@akleg.gov](mailto:laa.legal@akleg.gov)>, "[Pamela.Varni@akleg.gov](mailto:Pamela.Varni@akleg.gov)" <[Pamela.Varni@akleg.gov](mailto:Pamela.Varni@akleg.gov)>  
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---

**From:** Mike Buller  
**Sent:** Thursday, September 05, 2013 8:33 AM  
**To:** Rep. Mike Hawker  
**Cc:** Nola Cedergreen  
**Subject:** Re: LIO Lease - Documents related to lender financing

I have seen clauses in other contracts that state this is the only agreement and no other agreement, written or verbal, exist. Nola what do you think. Is such a statement necessary?

Sent from my iPad

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**From:** Nola Cedergreen <[ncedergr@ahfc.us](mailto:ncedergr@ahfc.us)>  
**Date:** September 4, 2013, 4:27:25 PM AKDT  
**To:** "[Rep.Mike.Hawker@akleg.gov](mailto:Rep.Mike.Hawker@akleg.gov)" <[Rep.Mike.Hawker@akleg.gov](mailto:Rep.Mike.Hawker@akleg.gov)>, "[laa.legal@akleg.gov](mailto:laa.legal@akleg.gov)" <[laa.legal@akleg.gov](mailto:laa.legal@akleg.gov)>, "[Pamela.Varni@akleg.gov](mailto:Pamela.Varni@akleg.gov)" <[Pamela.Varni@akleg.gov](mailto:Pamela.Varni@akleg.gov)>  
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**From:** Nola Cedergreen  
**Sent:** Thursday, September 05, 2013 10:21 AM  
**To:** Mike Buller; Rep.Mike.Hawker@akleg.gov  
**Subject:** Re: LIO Lease - Documents related to lender financing

It will not hurt, but the lender will still need an estoppel agreement or other assurance from time to time to make sure there are no subsequent promises, trade offs for rent, etc.

Sent from my Verizon Wireless 4G LTE Smartphone

----- Original message -----

**From:** Mike Buller <mbuller@ahfc.us>  
**Date:** 09/05/2013 9:33 AM (GMT-08:00)  
**To:** "Rep. Mike Hawker" <Rep.Mike.Hawker@akleg.gov>  
**Cc:** Nola Cedergreen <ncedergr@ahfc.us>  
**Subject:** Re: LIO Lease - Documents related to lender financing

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**From:** Donald W. McClintock <dwm@anchorlaw.com>  
**Sent:** Thursday, September 05, 2013 6:32 PM  
**To:** Nola Cedergreen  
**Cc:** Mark Pfeffer; Heidi A. Wyckoff  
**Subject:** RE: LIO Lease Extension and Amendment v. 09/04/2013  
**Attachments:** ANC LIO Extension A M Revisions v09052013 (00148547).docx; Subordination clause (00148294).docx

Nola,

I made minor edits to your draft in track changes; 1.2 is supposed to address the issue Doug is raising about the valuation date. Let me know your thoughts. The other change is to section 49.

As you know I would also like to add the SNDA and estoppel clauses to this lease and appreciate your running it by LAA.

What are your thoughts about his section 36?

Thanks for your efforts.

Don

Donald W. McClintock  
Ashburn & Mason, P.C.  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
(907) 276-4331 (voice)  
(907) 277-8235 (fax)  
[www.anchorlaw.com](http://www.anchorlaw.com)

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-----Original Message-----

From: Nola Cedergreen [mailto:[ncedergr@ahfc.us](mailto:ncedergr@ahfc.us)]  
Sent: Tuesday, September 03, 2013 7:37 PM  
To: Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov; Donald W. McClintock  
Subject: LIO Lease Extension and Amendment v. 09/04/2013

Please give this a test drive ...

Mr. McClintock's latest draft was used as the base document which was revised slightly based upon a review of my handwritten notes from our teleconference, the detailed notes provided by Representative Hawker's office, and the September 3rd summary prepared by Doug Gardner.

With the exception of the following reference in Doug's September 3rd document, I believe I have addressed most questions: "P. 11. Sec. 21: ...after 'not the responsibility of Lessor' ... that the clause ... be included." I couldn't find "not the responsibility of Lessor" in Section 21. Please point me in the right direction.

The definition section has been expanded and requires some review to be certain the parties agree. The delay in performance section has hopefully been clarified in a manner that will avoid confusion between the renovation to be accomplished prior to the Lessee's acceptance and occupancy of the Premises and any subsequent alteration/renovation projects that may come along after occupancy. Section 43 requires a careful read. I believe I have quoted AS 36.30.083 (a) correctly but recommend a legal review of my work.

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Thanks for all of your help and feedback.

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---

**From:** Rep. Mike Hawker <Rep.Mike.Hawker@akleg.gov>  
**Sent:** Thursday, September 05, 2013 7:09 PM  
**To:** Nola Cedergreen  
**Cc:** Mike Buller  
**Subject:** Re: LIO Lease - Documents related to lender financing

Agree.

Mike

On Sep 5, 2013, at 10:21 AM, "Nola Cedergreen" <ncedergr@ahfc.us> wrote:

> It will not hurt, but the lender will still need an estoppel agreement or other assurance from time to time to make sure there are no subsequent promises, trade offs for rent, etc.

>

>

> Sent from my Verizon Wireless 4G LTE Smartphone

>

>

>

> ----- Original message -----

> From: Mike Buller <mbuller@ahfc.us>

> Date: 09/05/2013 9:33 AM (GMT-08:00)

> To: "Rep. Mike Hawker" <Rep.Mike.Hawker@akleg.gov>

> Cc: Nola Cedergreen <ncedergr@ahfc.us>

> Subject: Re: LIO Lease - Documents related to lender financing

>

>

> I have seen clauses in other contracts that state this is the only agreement and no other agreement, written or verbal, exist. Nola what do you think. Is such a statement necessary?

>

> Sent from my iPad

>

> On Sep 4, 2013, at 5:07 PM, "Rep. Mike Hawker"

<Rep.Mike.Hawker@akleg.gov<mailto:Rep.Mike.Hawker@akleg.gov>> wrote:

>

> Thinking about the estoppel doctrine, should we add a provision to the written lease about it being the entire agreement between the parties? Nola's comment got me thinking again.

>

> Mike

>

>

> Begin forwarded message:

>

> From: Nola Cedergreen <ncedergr@ahfc.us<mailto:ncedergr@ahfc.us>>

> Date: September 4, 2013, 4:27:25 PM AKDT

> To: "Rep.Mike.Hawker@akleg.gov<mailto:Rep.Mike.Hawker@akleg.gov>"

<Rep.Mike.Hawker@akleg.gov<mailto:Rep.Mike.Hawker@akleg.gov>>,

"laa.legal@akleg.gov<mailto:laa.legal@akleg.gov>" <laa.legal@akleg.gov<mailto:laa.legal@akleg.gov>>,

"Pamela.Varni@akleg.gov<mailto:Pamela.Varni@akleg.gov>"

<Pamela.Varni@akleg.gov<mailto:Pamela.Varni@akleg.gov>>

> Subject: LIO Lease - Documents related to lender financing

>

> Everyone:

>

> Just an advance "heads-up".

>

> As Lessee, it will likely be necessary for you to sign certain documents that are directly related to the provisions of the Lessor's financing agreement. It is also possible that the Lessor's lender will require that a provision be added to the lease itself providing that the Lessee will provide information to the lender when requested and will certify as to the agreement between the Lessor and Lessee from time to time. This is a standard process with respect to commercial property transactions that involve the financing of an office building.

>

> In addition to it's security interest in the real property and improvements, the Lessor's lender will also have a security interest in the lease itself and the related rent payments. If the Lessor should default or encounter other problems, the lender may require that you make rent payments directly to the lender.

>

> All financing agreements vary in form, but it is likely that you will be asked to sign at least a couple of documents that are either called a Subordination and Non Disturbance Agreement and an Estoppel Agreement or something similar.

>

> The subordination, non-disturbance, and attornment agreement will ordinarily address the priority of the rights of the Lessee and the lender; it will assure that the Lessee's rights to the premises are preserved even if the Lessor defaults and/or is foreclosed upon; and it will also provide that the Lessee will continue to meet its obligations under the lease if either the lender or a new owner takes over the property. In effect, this agreement assures both the lender and Lessee that the provisions of the lease will survive assignment, transfer, or foreclosure.

>

> The estoppel agreement will require that all Lessees (in your case you are the single Lessee) certify as to the verbal and written promises between the Lessee and Lessor. The lender will rely upon this representation in order to obtain a clear understanding of the obligations of the parties, to determine what to expect with respect to financial performance of the property, and to help avoid any claims, misunderstandings, or disputes about promises or representations that may have been made between the Lessee and Lessor. An estoppel agreement usually includes, at a minimum: the date the lease was executed, extended, and/or amended; the current monthly rent; the rent due date; the amount of any security deposits paid by the Lessee; a description of the Lessee's/Lessor's responsibility for maintenance, utilities, taxes, and other operating expenses; and an inventory of personal property included as part of the lease. The Lessee must certify that there is nothing that would prevent the Lessee from meeting its obligations under the lease (i.e. no bankruptcy, litigation, merger, etc.). If there are any verbal promises or agreements between the parties, that information should be documented as well.

>

> Neither of these documents should cause you to be overly concerned although you will want to read both carefully to make certain they are accurate and complete. AHFC signed similar agreements as Lessee when the Teamster's sold the 4300 Boniface building in Anchorage to Tatitlek Native Corporation.

>

> Again, all financing agreements are different, but we should be prepared to work with whatever the Lessor's lender might require.

>

> Nola

>

>

>

>



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---

**From:** Nola Cedergreen  
**Sent:** Thursday, September 05, 2013 7:50 PM  
**To:** Donald W. McClintock  
**Cc:** Mark Pfeffer; Heidi A. Wyckoff  
**Subject:** RE: LIO Lease Extension and Amendment v. 09/04/2013

Looks good, thanks. I like the SNDA ... very simple and straightforward compared to others I have read.

My concern with the version of Section 36 that Doug wants to reinsert is that it is old boilerplate that is not well-suited to the pending renovation work to be accomplished per Exhibit A or Exhibit B, that the reference to a deadline for delivery of the premises is not consistent with the current draft of the lease amendment and extension, and it is not well-suited to other renovation/alterations that the Lessee might request (for example, an addition to the parking garage). I thought we had worked this out during our teleconference and accordingly, I made the changes I had understood to be acceptable. It is possible that this is not Doug's preference, but instead, is a process that Pam is familiar and comfortable with (i.e. reference to the procurement staff). Since this is not a typical TI build-out, I doubt it is something that Pam's staff will have the experience to supervise as contract administrator - likely the reason Doc Crouse has been asked to assist. Perhaps a private conversation between you and Doug might work it out ... I'm good with whatever you two agree on.

So ... I am in favor of marking the draft with the current date and your initials and sending both the draft lease and SNDA to Doug, Representative Hawker, and Pam. Do you have an idea when Exhibit A and Exhibit B will be finalized?

---

From: Donald W. McClintock [dwm@anchorlaw.com]  
Sent: Thursday, September 05, 2013 6:32 PM  
To: Nola Cedergreen  
Cc: Mark Pfeffer; Heidi A. Wyckoff  
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As you know I would also like to add the SNDA and estoppel clauses to this lease and appreciate your running it by LAA.

What are your thoughts about his section 36?

Thanks for your efforts.

Don

Donald W. McClintock  
Ashburn & Mason, P.C.  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
(907) 276-4331 (voice)  
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www.anchorlaw.com

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-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]

Sent: Tuesday, September 03, 2013 7:37 PM

To: Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov; Donald W. McClintock

Subject: LIO Lease Extension and Amendment v. 09/04/2013

Please give this a test drive ...

Mr. McClintock's latest draft was used as the base document which was revised slightly based upon a review of my handwritten notes from our teleconference, the detailed notes provided by Representative Hawker's office, and the September 3rd summary prepared by Doug Gardner.

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---

**From:** Donald W. McClintock <dwm@anchorlaw.com>  
**Sent:** Friday, September 06, 2013 8:44 AM  
**To:** Nola Cedergreen  
**Cc:** Mark Pfeffer; Heidi A. Wyckoff  
**Subject:** RE: LIO Lease Extension and Amendment v. 09/04/2013

Nola,

I do not disagree with your analysis of the default clauses; ironically I think it is weaker for the Landlord than your version in the last draft; mainly this is not an issue that I have strong feelings about. Both will work although I agree his version is less rigorous than your draft. Anyhow, thanks for forwarding this on and we will see what happens.

Mark will have to update you on the Exhibits.

Don

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---

**From:** Mark Pfeffer <MPfeffer@PfefferDevelopment.com>  
**Sent:** Friday, September 06, 2013 9:03 AM  
**To:** Donald W. McClintock; Nola Cedergreen  
**Cc:** Heidi A. Wyckoff  
**Subject:** RE: LIO Lease Extension and Amendment v. 09/04/2013

Don I need to talk to you about the paragraph 36 details. Sounds like we have two options here but I'm not quite tracking the issues.

Nola, as far as I know my team discussed details of the exhibit "tune ups" with Doc yesterday and they are working on the additions that he wanted. I believe they will be out today and I think that will wrap up exhibits. I'll check on this and give you an update.

Mark Pfeffer

PFEFFER DEVELOPMENT, LLC  
425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644 | f 907.646.4655 |

Cell Phone  
907 317 5030

-----Original Message-----

From: Donald W. McClintock [mailto:dwm@anchorlaw.com]  
Sent: Friday, September 06, 2013 8:44 AM  
To: 'Nola Cedergreen'  
Cc: Mark Pfeffer; Heidi A. Wyckoff  
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Sent: Tuesday, September 03, 2013 7:37 PM

To: Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov; Donald W. McClintock

Subject: LIO Lease Extension and Amendment v. 09/04/2013

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---

**From:** Mike Buller  
**Sent:** Friday, September 06, 2013 11:04 AM  
**To:** Nola Cedergreen  
**Subject:** Please give me a call at the office. Thanks

Sent from my iPad

---

**From:** Nola Cedergreen  
**Sent:** Friday, September 06, 2013 11:29 AM  
**To:** Mike Buller  
**Subject:** FW: LIO Lease Extension and Amendment v. 09/04/2013

This is the last e-mail I received from Doug Gardner. I am going to distribute the latest draft (9/4 with minor changes by Mr. McClintock) this afternoon.

---

From: LAA Legal [LAA.Legal@akleg.gov]  
Sent: Wednesday, September 04, 2013 12:47 PM  
To: Nola Cedergreen; Rep. Mike Hawker; Pamela Varni; dwm@anchorlaw.com  
Subject: RE: LIO Lease Extension and Amendment v. 09/04/2013

Nola,  
Thanks for your drafting work. I understand that you have, in your most recent draft, made some changes and not others. I will leave it to the client to make a decision on how to move forward on your recommendations in your current draft. However, section 1.1(b) and section 36 require, in my view, a conversation by short teleconference.

If Exhibits A and B will be ready soon, I suggest that when the drafts are available we have another teleconference to address them and secs. 1.1(b) and 36. The last call was productive and efficient. I will hold my comments on new drafts until then, if this suggested process is acceptable to Representative Hawker.

Doug Gardner, Director  
LAA Legal Services

Sent by:  
MaryEllen Duffy  
Special Assistant  
LAA Legal Services  
907-465-6651 direct  
907-465-2029 fax  
MaryEllen.Duffy@akleg.gov

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Subject: LIO Lease Extension and Amendment v. 09/04/2013

Please give this a test drive ...

Mr. McClintock's latest draft was used as the base document which was revised slightly based upon a review of my handwritten notes from our teleconference, the detailed notes provided by Representative Hawker's office, and the September 3rd summary prepared by Doug Gardner.

With the exception of the following reference in Doug's September 3rd document, I believe I have addressed most questions: "P. 11. Sec. 21: ...after 'not the responsibility of Lessor' ... that the clause ... be included." I couldn't find "not the responsibility of Lessor" in Section 21. Please point me in the right direction.

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Attached is a track changes comparison between Mr. McClintock's draft and the 9/4/13 version. I believe Doc Crouse and Mark Pfeffer are both working on the content of Exhibit "A" and Exhibit "B".

Thanks for all of your help and feedback.

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---

**From:** Nola Cedergreen  
**Sent:** Friday, September 06, 2013 11:30 AM  
**To:** Mike Buller  
**Subject:** FW: LIO Lease Extension and Amendment v. 09/04/2013

---

From: Donald W. McClintock [dwm@anchorlaw.com]  
Sent: Friday, September 06, 2013 8:44 AM  
To: Nola Cedergreen  
Cc: Mark Pfeffer; Heidi A. Wyckoff  
Subject: RE: LIO Lease Extension and Amendment v. 09/04/2013

Nola,

I do not disagree with your analysis of the default clauses; ironically I think it is weaker for the Landlord than your version in the last draft; mainly this is not an issue that I have strong feelings about. Both will work although I agree his version is less rigorous than your draft. Anyhow, thanks for forwarding this on and we will see what happens.

Mark will have to update you on the Exhibits.

Don

Donald W. McClintock  
Ashburn & Mason, P.C.  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
(907) 276-4331 (voice)  
(907) 277-8235 (fax)  
www.anchorlaw.com

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-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Thursday, September 05, 2013 7:50 PM  
To: Donald W. McClintock  
Cc: Mark Pfeffer; Heidi A. Wyckoff  
Subject: RE: LIO Lease Extension and Amendment v. 09/04/2013

Looks good, thanks. I like the SNDA ... very simple and straightforward compared to others I have read.

My concern with the version of Section 36 that Doug wants to reinsert is that it is old boilerplate that is not well-suited to the pending renovation work to be accomplished per Exhibit A or Exhibit B, that the reference to a deadline for

delivery of the premises is not consistent with the current draft of the lease amendment and extension, and it is not well-suited to other renovation/alterations that the Lessee might request (for example, an addition to the parking garage). I thought we had worked this out during our teleconference and accordingly, I made the changes I had understood to be acceptable. It is possible that this is not Doug's preference, but instead, is a process that Pam is familiar and comfortable with (i.e. reference to the procurement staff). Since this is not a typical TI build-out, I doubt it is something that Pam's staff will have the experience to supervise as contract administrator - likely the reason Doc Crouse has been asked to assist. Perhaps a private conversation between you and Doug might work it out ... I'm good with whatever you two agree on.

So ... I am in favor of marking the draft with the current date and your initials and sending both the draft lease and SNDA to Doug, Representative Hawker, and Pam. Do you have an idea when Exhibit A and Exhibit B will be finalized?

---

From: Donald W. McClintock [dwm@anchorlaw.com]  
Sent: Thursday, September 05, 2013 6:32 PM  
To: Nola Cedergreen  
Cc: Mark Pfeffer; Heidi A. Wyckoff  
Subject: RE: LIO Lease Extension and Amendment v. 09/04/2013

Nola,

I made minor edits to your draft in track changes; 1.2 is supposed to address the issue Doug is raising about the valuation date. Let me know your thoughts. The other change is to section 49.

As you know I would also like to add the SNDA and estoppel clauses to this lease and appreciate your running it by LAA.

What are your thoughts about his section 36?

Thanks for your efforts.

Don

Donald W. McClintock  
Ashburn & Mason, P.C.  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
(907) 276-4331 (voice)  
(907) 277-8235 (fax)  
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-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Tuesday, September 03, 2013 7:37 PM  
To: Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov; Donald W. McClintock  
Subject: LIO Lease Extension and Amendment v. 09/04/2013

Please give this a test drive ...

Mr. McClintock's latest draft was used as the base document which was revised slightly based upon a review of my handwritten notes from our teleconference, the detailed notes provided by Representative Hawker's office, and the September 3rd summary prepared by Doug Gardner.

With the exception of the following reference in Doug's September 3rd document, I believe I have addressed most questions: "P. 11. Sec. 21: ...after 'not the responsibility of Lessor' ... that the clause ... be included." I couldn't find "not the responsibility of Lessor" in Section 21. Please point me in the right direction.

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Thanks for all of your help and feedback.

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---

**From:** Mike Buller  
**Sent:** Friday, September 06, 2013 11:42 AM  
**To:** Nola Cedergreen  
**Subject:** Fwd: LIO Lease Extension and Amendment v. 09/04/2013

Please give Rep. Hawker an update on the lease negotiation. Thanks.

Sent from my iPad

Begin forwarded message:

**From:** "Rep. Mike Hawker" <[Rep.Mike.Hawker@akleg.gov](mailto:Rep.Mike.Hawker@akleg.gov)>  
**Date:** September 6, 2013, 9:54:14 AM AKDT  
**To:** "'Donald W. McClintock' ([dwm@anchorlaw.com](mailto:dwm@anchorlaw.com))" <[dwm@anchorlaw.com](mailto:dwm@anchorlaw.com)>, "[mpfeffer@pfefferDevelopment.com](mailto:mpfeffer@pfefferDevelopment.com)" <[mpfeffer@pfefferDevelopment.com](mailto:mpfeffer@pfefferDevelopment.com)>, Mike Buller <[mbuller@ahfc.us](mailto:mbuller@ahfc.us)>  
**Subject:** FW: LIO Lease Extension and Amendment v. 09/04/2013

How are we doing with Gardner? This note made me worry a bit. Do we need to plan another sit down?

Mike

-----Original Message-----

From: Nola Cedergreen [[mailto:ncedergr@ahfc.us](mailto:mailto:ncedergr@ahfc.us)]  
Sent: Wednesday, September 04, 2013 2:44 PM  
To: LAA Legal; Rep. Mike Hawker; Pamela Varni; [dwm@anchorlaw.com](mailto:dwm@anchorlaw.com)  
Subject: RE: LIO Lease Extension and Amendment v. 09/04/2013

Sounds like a plan. I will keep my schedule open.

Sent from my Verizon Wireless 4G LTE Smartphone

----- Original message -----

From: LAA Legal <[LAA.Legal@akleg.gov](mailto:LAA.Legal@akleg.gov)>  
Date: 09/04/2013 1:47 PM (GMT-08:00)  
To: Nola Cedergreen <[ncedergr@ahfc.us](mailto:ncedergr@ahfc.us)>, "Rep. Mike Hawker" <[Rep.Mike.Hawker@akleg.gov](mailto:Rep.Mike.Hawker@akleg.gov)>, Pamela Varni <[Pamela.Varni@akleg.gov](mailto:Pamela.Varni@akleg.gov)>, [dwm@anchorlaw.com](mailto:dwm@anchorlaw.com)  
Subject: RE: LIO Lease Extension and Amendment v. 09/04/2013

Nola,



Thanks for your drafting work. I understand that you have, in your most recent draft, made some changes and not others. I will leave it to the client to make a decision on how to move forward on your recommendations in your current draft. However, section 1.1(b) and section 36 require, in my view, a conversation by short teleconference.

If Exhibits A and B will be ready soon, I suggest that when the drafts are available we have another teleconference to address them and secs. 1.1(b) and 36. The last call was productive and efficient. I will hold my comments on new drafts until then, if this suggested process is acceptable to Representative Hawker.

Doug Gardner, Director  
LAA Legal Services

Sent by:  
MaryEllen Duffy  
Special Assistant  
LAA Legal Services  
907-465-6651 direct  
907-465-2029 fax  
[MaryEllen.Duffy@akleg.gov](mailto:MaryEllen.Duffy@akleg.gov)

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Sent: Tuesday, September 03, 2013 7:37 PM  
To: Rep. Mike Hawker; LAA Legal; Pamela Varni; [dwm@anchorlaw.com](mailto:dwm@anchorlaw.com)  
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Please give this a test drive ...

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With the exception of the following reference in Doug's September 3rd document, I believe I have addressed most questions: "P. 11. Sec. 21: ...after 'not the responsibility of Lessor' ... that the clause ... be included." I couldn't find "not the responsibility of Lessor" in Section 21. Please point me in the right direction.

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Thanks for all of your help and feedback.

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---

**From:** Nola Cedergreen  
**Sent:** Friday, September 06, 2013 11:50 AM  
**To:** dwm@anchorlaw.com  
**Subject:** Latest draft - LIO extension, final SNDA

Hi,

Would you please change the version on the lease amendment (in the header) to reflect 9/6/2013 and your initials and forward it to me along with your final SNDA? Then, I will combine these two documents with Exhibit A and Exhibit B (which I understand Doc Crouse and Mark have almost finalized) to send on to Doug, Representative Hawker, and Pamela as a single package.

I believe Doug wants to line up one more teleconference as soon as he has a complete package in hand. It appears that the minimum topics of discussion will be Section 36 and Section 1.1.b.

I just spoke with Mike Buller and he told me we may have some numbers from the third-party appraiser as soon as Monday. It is my understanding that the financial analysis will be based upon the date of occupancy forward which will reflect the appropriate cash flow projections (as opposed to the date the extension is signed).

Nola

---

**From:** Donald W. McClintock <dwm@anchorlaw.com>  
**Sent:** Friday, September 06, 2013 11:52 AM  
**To:** Nola Cedergreen; Heidi A. Wyckoff  
**Subject:** RE: Latest draft - LIO extension, final SNDA

Heidi, can you do this? 10708.050. Look for the version I sent to Nola on Thursday (or Nola, please send to Heidi for version confirmation)

-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Friday, September 06, 2013 11:50 AM  
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Nola

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---

**From:** Heidi A. Wyckoff <haw@anchorlaw.com>  
**Sent:** Friday, September 06, 2013 12:12 PM  
**To:** Donald W. McClintock; Nola Cedergreen  
**Subject:** RE: Latest draft - LIO extension, final SNDA

I can do this, Nola if you prefer, please send me the version you need changed.

Heidi Wyckoff  
Ashburn & Mason, P.C.  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
(907) 276-4331 (voice)  
(907) 277-8235 (fax)  
www.anchorlaw.com

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To: Nola Cedergreen; Heidi A. Wyckoff  
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Sent: Friday, September 06, 2013 11:50 AM  
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Nola

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---

**From:** Mike Buller  
**Sent:** Friday, September 06, 2013 12:21 PM  
**To:** Rep. Mike Hawker  
**Cc:** Nola Cedergreen; Mark Pfeffer  
**Subject:** Re: LIO Lease Extension and Amendment v. 09/04/2013

I think we'er making good progress and I've asked Nola to give you an update. There's still a disagreement on the beginning date of the lease extension. I've talked to Mark and the confusion seems to be based on Doug's belief that Tim's appraised value of the LIO is the value of the building on the date the lease modification is signed. This is not the case. The appraised value of the LIO is the date the lessee takes occupancy after the renovation is completed. I've asked Tim to send me an email explaining this and once I have it I'll call Doug and work this out. I don't think it'll be a problem but I'll let you know if it is. I do think we should have one more teleconference with everyone once the lease and all exhibits are complete.

Sent from my iPad

On Sep 6, 2013, at 9:54 AM, "Rep. Mike Hawker" <Rep.Mike.Hawker@akleg.gov> wrote:

> How are we doing with Gardner? This note made me worry a bit. Do we need to plan another sit down?

>

> Mike

>

>

>

> -----Original Message-----

> From: Nola Cedergreen [mailto:ncedergr@ahfc.us]

> Sent: Wednesday, September 04, 2013 2:44 PM

> To: LAA Legal; Rep. Mike Hawker; Pamela Varni; dwm@anchorlaw.com

> Subject: RE: LIO Lease Extension and Amendment v. 09/04/2013

>

> Sounds like a plan. I will keep my schedule open.

>

>

> Sent from my Verizon Wireless 4G LTE Smartphone

>

>

>

> ----- Original message -----

> From: LAA Legal <LAA.Legal@akleg.gov>

> Date: 09/04/2013 1:47 PM (GMT-08:00)

> To: Nola Cedergreen <ncedergr@ahfc.us>,"Rep. Mike Hawker" <Rep.Mike.Hawker@akleg.gov>,Pamela Varni

<Pamela.Varni@akleg.gov>,dwm@anchorlaw.com

> Subject: RE: LIO Lease Extension and Amendment v. 09/04/2013

>

>

> Nola,

> Thanks for your drafting work. I understand that you have, in your most recent draft, made some changes and not others. I will leave it to the client to make a decision on how to move forward on your recommendations in your current draft. However, section 1.1(b) and section 36 require, in my view, a conversation by short teleconference.

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> If Exhibits A and B will be ready soon, I suggest that when the drafts are available we have another teleconference to address them and secs. 1.1(b) and 36. The last call was productive and efficient. I will hold my comments on new drafts until then, if this suggested process is acceptable to Representative Hawker.  
> Doug Gardner, Director  
> LAA Legal Services  
>  
> Sent by:  
> MaryEllen Duffy  
> Special Assistant  
> LAA Legal Services  
> 907-465-6651 direct  
> 907-465-2029 fax  
> MaryEllen.Duffy@akleg.gov  
>  
>  
>  
>  
> Warning: This message and any attachments to it are confidential. If you have received this message in error, please notify the sender by electronic mail and delete the message. If you are not the intended recipient of this message, you are hereby notified that disclosing, disseminating, or copying this message or any attachments to it is prohibited. Thank you.  
>  
>  
>  
> -----Original Message-----  
> From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
> Sent: Tuesday, September 03, 2013 7:37 PM  
> To: Rep. Mike Hawker; LAA Legal; Pamela Varni; dwm@anchorlaw.com  
> Subject: LIO Lease Extension and Amendment v. 09/04/2013  
>  
> Please give this a test drive ...  
>  
> Mr. McClintock's latest draft was used as the base document which was revised slightly based upon a review of my handwritten notes from our teleconference, the detailed notes provided by Representative Hawker's office, and the September 3rd summary prepared by Doug Gardner.  
>  
> With the exception of the following reference in Doug's September 3rd document, I believe I have addressed most questions: "P. 11. Sec. 21: ...after 'not the responsibility of Lessor' ... that the clause ... be included." I couldn't find "not the responsibility of Lessor" in Section 21. Please point me in the right direction.  
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> Thanks for all of your help and feedback.  
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**From:** Nola Cedergreen  
**Sent:** Friday, September 06, 2013 1:17 PM  
**To:** Rep.Mike.Hawker@akleg.gov  
**Cc:** Mike Buller  
**Subject:** FW: LIO Lease Extension and Amendment v. 09/04/2013

Hi,

We have made some progress.

Don McClintock recently made some minor changes to the 9/4/2013 version of the draft lease extension and also prepared a draft SNDA. Doc Crouse and Mark Pfeffer have almost finalized Exhibit A and Exhibit B. When everything is available as a complete package, I will send copies to all parties. Then, we will schedule a teleconference to go through whatever issues may be remaining.

I believe any/all questions re: Section 36 will be easily resolved; but I am not certain what Doug's concern is with Section 1.1.b. which is the end date of the last lease extension. As I understand it Mr. Gardner believes the 10 year extension should begin the date the lease extension is signed; Mr. Pfeffer believes it should begin on the date the renovated premises are first occupied/upon LIO acceptance of the premises.

Renewal of Lease No. 5 clearly spells out a lease termination date of May 31, 2014; and accordingly, it is my understanding that the extension we are working with picks up on June 1, 2014.

The Extension of Lease and Lease Amendment No. 3 that we are currently working with clearly states: *"Lessor and Lessee further agree that only those sections specifically addressed in this Extension of Lease and Lease Amendment shall be considered amended. All other sections of the original Lease shall not be effected."* I would read this as leaving the expiration date of the current lease unchanged at May 31, 2014. The Extension of Lease and Lease Amendment No. 3 goes on to specify: *"Under AS 36.30.083(a), notwithstanding any other provision of AS 36.30.083, the legislative council may extend a real property lease that is entered into under AS 36.30 for up to 10 years..."* If the current lease term expires on May 31, 2014 and the Extension of Lease and Lease Amendment No. 3 effectively extends the lease for up to 10 years, it seems to follow that the revised expiration date would be May 31, 2024. In addition, the documented cost savings required under AS 36.30 must be calculated "at the time of the extension" which I would argue would be at the time the current lease expires and the extension agreed per the Extension of Lease and Lease Amendment No. 3 actually begins ... on June 1, 2014.

That's my two cents ...

---

**From:** Mike Buller  
**Sent:** Friday, September 06, 2013 11:42 AM  
**To:** Nola Cedergreen  
**Subject:** Fwd: LIO Lease Extension and Amendment v. 09/04/2013

Please give Rep. Hawker an update on the lease negotiation. Thanks.

Sent from my iPad

Begin forwarded message:

**From:** "Rep. Mike Hawker" <[Rep.Mike.Hawker@akleg.gov](mailto:Rep.Mike.Hawker@akleg.gov)>  
**Date:** September 6, 2013, 9:54:14 AM AKDT  
**To:** "'Donald W. McClintock' ([dwm@anchorlaw.com](mailto:dwm@anchorlaw.com))" <[dwm@anchorlaw.com](mailto:dwm@anchorlaw.com)> ,

"[mpfeffer@pfefferDevelopment.com](mailto:mpfeffer@pfefferDevelopment.com)" <[mpfeffer@pfefferDevelopment.com](mailto:mpfeffer@pfefferDevelopment.com)>, Mike Buller  
<[mbuller@ahfc.us](mailto:mbuller@ahfc.us)>

**Subject: FW: LIO Lease Extension and Amendment v. 09/04/2013**

How are we doing with Gardner? This note made me worry a bit. Do we need to plan another sit down?

Mike

-----Original Message-----

From: Nola Cedergreen [<mailto:ncedergr@ahfc.us>]

Sent: Wednesday, September 04, 2013 2:44 PM

To: LAA Legal; Rep. Mike Hawker; Pamela Varni; [dwm@anchorlaw.com](mailto:dwm@anchorlaw.com)

Subject: RE: LIO Lease Extension and Amendment v. 09/04/2013

Sounds like a plan. I will keep my schedule open.

Sent from my Verizon Wireless 4G LTE Smartphone

----- Original message -----

From: LAA Legal <[LAA.Legal@akleg.gov](mailto:LAA.Legal@akleg.gov)>

Date: 09/04/2013 1:47 PM (GMT-08:00)

To: Nola Cedergreen <[ncedergr@ahfc.us](mailto:ncedergr@ahfc.us)>, "Rep. Mike Hawker" <[Rep.Mike.Hawker@akleg.gov](mailto:Rep.Mike.Hawker@akleg.gov)>, Pamela Varni <[Pamela.Varni@akleg.gov](mailto:Pamela.Varni@akleg.gov)>, [dwm@anchorlaw.com](mailto:dwm@anchorlaw.com)

Subject: RE: LIO Lease Extension and Amendment v. 09/04/2013

Nola,

Thanks for your drafting work. I understand that you have, in your most recent draft, made some changes and not others. I will leave it to the client to make a decision on how to move forward on your recommendations in your current draft. However, section 1.1(b) and section 36 require, in my view, a conversation by short teleconference.

If Exhibits A and B will be ready soon, I suggest that when the drafts are available we have another teleconference to address them and secs. 1.1(b) and 36. The last call was productive and efficient. I will hold my comments on new drafts until then, if this suggested process is acceptable to Representative Hawker.

Doug Gardner, Director

LAA Legal Services

Sent by:

MaryEllen Duffy

Special Assistant

LAA Legal Services

907-465-6651 direct

907-465-2029 fax

[MaryEllen.Duffy@akleg.gov](mailto:MaryEllen.Duffy@akleg.gov)

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or any attachments to it is prohibited. Thank you.

-----Original Message-----

From: Nola Cedergreen [<mailto:ncedergr@ahfc.us>]

Sent: Tuesday, September 03, 2013 7:37 PM

To: Rep. Mike Hawker; LAA Legal; Pamela Varni; [dwm@anchorlaw.com](mailto:dwm@anchorlaw.com)

Subject: LIO Lease Extension and Amendment v. 09/04/2013

Please give this a test drive ...

Mr. McClintock's latest draft was used as the base document which was revised slightly based upon a review of my handwritten notes from our teleconference, the detailed notes provided by Representative Hawker's office, and the September 3rd summary prepared by Doug Gardner.

With the exception of the following reference in Doug's September 3rd document, I believe I have addressed most questions: "P. 11. Sec. 21: ...after 'not the responsibility of Lessor' ... that the clause ... be included." I couldn't find "not the responsibility of Lessor" in Section 21. Please point me in the right direction.

The definition section has been expanded and requires some review to be certain the parties agree. The delay in performance section has hopefully been clarified in a manner that will avoid confusion between the renovation to be accomplished prior to the Lessee's acceptance and occupancy of the Premises and any subsequent alteration/renovation projects that may come along after occupancy. Section 43 requires a careful read. I believe I have quoted AS 36.30.083 (a) correctly but recommend a legal review of my work.

Attached is a track changes comparison between Mr. McClintock's draft and the 9/4/13 version. I believe Doc Crouse and Mark Pfeiffer are both working on the content of Exhibit "A" and Exhibit "B".

Thanks for all of your help and feedback.

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---

**From:** Mark Pfeffer <MPfeffer@PfefferDevelopment.com>  
**Sent:** Friday, September 06, 2013 1:14 PM  
**To:** Mike Buller; Rep. Mike Hawker  
**Cc:** Nola Cedergreen  
**Subject:** RE: LIO Lease Extension and Amendment v. 09/04/2013  
**Attachments:** Insert to Exhibit B (00147533).docx

Mike B,

Just wanted to confirm our conversation earlier re: paragraph 36. We'll live with Gardner's language IF WE HAVE TO but Nola is correct that the LAA "Supply Officer" is not going to be well suited to deal with any of these issues if they occur.

BUT SINCE AHFC (Doc) is the Tenant Representative and the Procurement Officer is Rep. Hawker we can live with it.

Nola, in addition to your proposed section 36 did Doug see the proposed "delay and Performance" language that we proposed to be added to exhibit B. If he didn't see that for some reason maybe forwarding that to him would change his position. I'm attaching it here in case it otherwise slipped thru the cracks.

Let us know where this lands and we'll go with it.

Mark Pfeffer

PFEFFER DEVELOPMENT, LLC  
425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644 | f 907.646.4655 |

Cell Phone  
907 317 5030

-----Original Message-----

From: Mike Buller [mailto:mbuller@ahfc.us]  
Sent: Friday, September 06, 2013 12:21 PM  
To: Rep. Mike Hawker  
Cc: Nola Cedergreen; Mark Pfeffer  
Subject: Re: LIO Lease Extension and Amendment v. 09/04/2013

I think we'er making good progress and I've asked Nola to give you an update. There's still a disagreement on the beginning date of the lease extension. I've talked to Mark and the confusion seems to be based on Doug's belief that Tim's appraised value of the LIO is the value of the building on the date the lease modification is signed. This is not the case. The appraised value of the LIO is the date the lessee takes occupancy after the renovation is completed. I've asked Tim to send me an email explaining this and once I have it I'll call Doug and work this out. I don't think it'll be a problem but I'll let you know if it is. I do think we should have one more teleconference with everyone once the lease and all exhibits are complete.

Sent from my iPad

On Sep 6, 2013, at 9:54 AM, "Rep. Mike Hawker" <Rep.Mike.Hawker@akleg.gov> wrote:

> How are we doing with Gardner? This note made me worry a bit. Do we need to plan another sit down?

>  
> Mike  
>  
>  
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> -----Original Message-----  
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> Subject: RE: LIO Lease Extension and Amendment v. 09/04/2013  
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> Sent from my Verizon Wireless 4G LTE Smartphone  
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> Date: 09/04/2013 1:47 PM (GMT-08:00)  
> To: Nola Cedergreen <ncedergr@ahfc.us>,"Rep. Mike Hawker" <Rep.Mike.Hawker@akleg.gov>,Pamela Varni <Pamela.Varni@akleg.gov>,dwm@anchorlaw.com  
> Subject: RE: LIO Lease Extension and Amendment v. 09/04/2013  
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> Doug Gardner, Director  
> LAA Legal Services  
>  
> Sent by:  
> MaryEllen Duffy  
> Special Assistant  
> LAA Legal Services  
> 907-465-6651 direct  
> 907-465-2029 fax  
> MaryEllen.Duffy@akleg.gov  
>  
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> Please give this a test drive ...  
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> Thanks for all of your help and feedback.  
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---

**From:** Nola Cedergreen  
**Sent:** Friday, September 06, 2013 1:23 PM  
**To:** Heidi A. Wyckoff  
**Subject:** RE: Latest draft - LIO extension, final SNDA

Sorry, but I didn't save it to my hard drive before responding to Mr. McClintock's e-mail. He sent it to me sometime around 7 - 7:30 pm on Thursday.

---

From: Heidi A. Wyckoff [haw@anchorlaw.com]  
Sent: Friday, September 06, 2013 12:11 PM  
To: Donald W. McClintock; Nola Cedergreen  
Subject: RE: Latest draft - LIO extension, final SNDA

I can do this, Nola if you prefer, please send me the version you need changed.

Heidi Wyckoff  
Ashburn & Mason, P.C.  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
(907) 276-4331 (voice)  
(907) 277-8235 (fax)  
www.anchorlaw.com

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-----Original Message-----

From: Donald W. McClintock  
Sent: Friday, September 06, 2013 11:52 AM  
To: Nola Cedergreen; Heidi A. Wyckoff  
Subject: RE: Latest draft - LIO extension, final SNDA

Heidi, can you do this? 10708.050. Look for the version I sent to Nola on Thursday (or Nola, please send to Heidi for version confirmation)

-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Friday, September 06, 2013 11:50 AM  
To: Donald W. McClintock  
Subject: Latest draft - LIO extension, final SNDA

Hi,

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I believe Doug wants to line up one more teleconference as soon as he has a complete package in hand. It appears that the minimum topics of discussion will be Section 36 and Section 1.1.b.

I just spoke with Mike Buller and he told me we may have some numbers from the third-party appraiser as soon as Monday. It is my understanding that the financial analysis will be based upon the date of occupancy forward which will reflect the appropriate cash flow projections (as opposed to the date the extension is signed).

Nola

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---

**From:** Nola Cedergreen  
**Sent:** Friday, September 06, 2013 1:27 PM  
**To:** mpfeffer@pfefferdevelopment.com  
**Subject:** FW: Latest draft - LIO extension, final SNDA

Mark:

Did you keep a copy of the e-mail with Mr. McClintock's draft? Poor communication on my part ... I had assumed he was going to change the date and send it back so I didn't save the draft to my hard drive ... lesson learned.

I want to get everything together to send to Doug, Rep. Hawker, and Pam V. at the same time - Exhibit A, Exhibit B, Attachment to Exhibit B, and the draft lease extension and amendment. Then, we can have one last teleconference and hopefully, finish it up.

---

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To: Heidi A. Wyckoff  
Subject: RE: Latest draft - LIO extension, final SNDA

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Heidi Wyckoff  
Ashburn & Mason, P.C.  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
(907) 276-4331 (voice)  
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Nola

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**From:** Heidi A. Wyckoff <haw@anchorlaw.com>  
**Sent:** Friday, September 06, 2013 1:28 PM  
**To:** Nola Cedergreen  
**Cc:** Donald W. McClintock  
**Subject:** RE: Latest draft - LIO extension, final SNDA  
**Attachments:** ANC LIO Extension A M Revisions v09052013 (00148547).docx; Subordination clause (00148294).docx

Nola: Please see the attached document and SNDA. We are asking to have it inserted into the lease but no opinion where it is appropriate.

Heidi Wyckoff  
Ashburn & Mason, P.C.  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
(907) 276-4331 (voice)  
(907) 277-8235 (fax)  
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---

**From:** Nola Cedergreen  
**Sent:** Friday, September 06, 2013 2:02 PM  
**To:** Mark Pfeffer  
**Subject:** RE: LIO Lease Extension and Amendment v. 09/04/2013

Yes ... thanks.

Now I have everything I need for the package except Exhibit A and Exhibit B.

---

From: Mark Pfeffer [MPfeffer@PfefferDevelopment.com]  
Sent: Friday, September 06, 2013 1:55 PM  
To: Nola Cedergreen  
Subject: FW: LIO Lease Extension and Amendment v. 09/04/2013

Is this what you are looking for?

Mark Pfeffer

PFEFFER DEVELOPMENT, LLC  
425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644 | f 907.646.4655 |

Cell Phone  
907 317 5030

-----Original Message-----

From: Donald W. McClintock [mailto:dwm@anchorlaw.com]  
Sent: Thursday, September 05, 2013 6:32 PM  
To: 'Nola Cedergreen'  
Cc: Mark Pfeffer; Heidi A. Wyckoff  
Subject: RE: LIO Lease Extension and Amendment v. 09/04/2013

Nola,

I made minor edits to your draft in track changes; 1.2 is supposed to address the issue Doug is raising about the valuation date. Let me know your thoughts. The other change is to section 49.

As you know I would also like to add the SNDA and estoppel clauses to this lease and appreciate your running it by LAA.

What are your thoughts about his section 36?

Thanks for your efforts.

Don

Donald W. McClintock  
Ashburn & Mason, P.C.  
1227 W. 9th Ave. Ste. 200



Anchorage, AK 99501  
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With the exception of the following reference in Doug's September 3rd document, I believe I have addressed most questions: "P. 11. Sec. 21: ...after 'not the responsibility of Lessor' ... that the clause ... be included." I couldn't find "not the responsibility of Lessor" in Section 21. Please point me in the right direction.

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Attached is a track changes comparison between Mr. McClintock's draft and the 9/4/13 version. I believe Doc Crouse and Mark Pfeffer are both working on the content of Exhibit "A" and Exhibit "B".

Thanks for all of your help and feedback.

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---

**From:** Mark Pfeffer <MPfeffer@PfefferDevelopment.com>  
**Sent:** Friday, September 06, 2013 2:15 PM  
**To:** Nola Cedergreen  
**Subject:** RE: LIO Lease Extension and Amendment v. 09/04/2013

Checking on A and B. standby

Mark Pfeffer

PFEFFER DEVELOPMENT, LLC  
425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644 | f 907.646.4655 |

Cell Phone  
907 317 5030

-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Friday, September 06, 2013 2:02 PM  
To: Mark Pfeffer  
Subject: RE: LIO Lease Extension and Amendment v. 09/04/2013

Yes ... thanks.

Now I have everything I need for the package except Exhibit A and Exhibit B.

---

From: Mark Pfeffer [MPfeffer@PfefferDevelopment.com]  
Sent: Friday, September 06, 2013 1:55 PM  
To: Nola Cedergreen  
Subject: FW: LIO Lease Extension and Amendment v. 09/04/2013

Is this what you are looking for?

Mark Pfeffer

PFEFFER DEVELOPMENT, LLC  
425 G Street, Suite 210 | Anchorage, Alaska 99501  
p 907 646 4644 | f 907.646.4655 |

Cell Phone  
907 317 5030

-----Original Message-----

From: Donald W. McClintock [mailto:dwm@anchorlaw.com]  
Sent: Thursday, September 05, 2013 6:32 PM  
To: 'Nola Cedergreen'  
Cc: Mark Pfeffer; Heidi A. Wyckoff

Subject: RE: LIO Lease Extension and Amendment v. 09/04/2013

Nola,

I made minor edits to your draft in track changes; 1.2 is supposed to address the issue Doug is raising about the valuation date. Let me know your thoughts. The other change is to section 49.

As you know I would also like to add the SNDA and estoppel clauses to this lease and appreciate your running it by LAA.

What are your thoughts about his section 36?

Thanks for your efforts.

Don

Donald W. McClintock  
Ashburn & Mason, P.C.  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
(907) 276-4331 (voice)  
(907) 277-8235 (fax)  
www.anchorlaw.com

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-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Tuesday, September 03, 2013 7:37 PM  
To: Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov; Donald W. McClintock  
Subject: LIO Lease Extension and Amendment v. 09/04/2013

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---

**From:** Nola Cedergreen  
**Sent:** Friday, September 06, 2013 3:55 PM  
**To:** MPfeffer@PfefferDevelopment.com  
**Subject:** RE: Exhibits

Thanks. If I can get everything distributed by tomorrow, maybe we can telecon early next week.

Sent from my Verizon Wireless 4G LTE Smartphone

----- Original message -----

**From:** Mark Pfeffer <MPfeffer@PfefferDevelopment.com>  
**Date:** 09/06/2013 4:35 PM (GMT-08:00)  
**To:** Nola Cedergreen <ncedergr@ahfc.us>, Bob O'Neill <BOneill@PfefferDevelopment.com>  
**Subject:** Exhibits

Nola, I have to leave for another appointment for the day but will still be tracking emails and calls.

Bob O'Neill is tracking Doc's requested changes to the exhibits and will be sending them shortly

*Mark Pfeffer*

**PFEFFER DEVELOPMENT, LLC**

425 G Street, Suite 210 | Anchorage, Alaska 99501

p 907 646 4644 | f 907.646.4655 |

**Cell Phone**

907 317 5030

---

**From:** Andrew J. Weiss <AWeiss@KPBArchitects.com>  
**Sent:** Friday, September 06, 2013 5:19 PM  
**To:** Nola Cedergreen  
**Cc:** Bob O'Neill; Mark Pfeffer; Doc Crouse  
**Subject:** LIO Exhibit A Documents  
**Attachments:** EXHIBIT A LIO Approval plans.pdf

Nola,  
Please see the attached LIO Exhibit A Documents. Please let me know if you have any questions or comments.  
Thank you.  
Andy

**Andrew J. Weiss**

**kpb architects**

architecture planning interior design design-build

425 G Street, Suite 800 | Anchorage, Alaska 99501  
v 907.274.7443 | f 907.274.7407 | [www.kpbarchitects.com](http://www.kpbarchitects.com)

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**Sent:** Friday, September 06, 2013 5:23 PM  
**To:** Andrew J. Weiss  
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**Subject:** Re: LIO Exhibit A Documents

Nola,

That covers "A".

Do we use the insert language I send earlier for B?

Sent from my iPhone

On Sep 6, 2013, at 5:19 PM, "Andrew J. Weiss" <[AWeiss@KPBArchitects.com](mailto:AWeiss@KPBArchitects.com)> wrote:

Nola,

Please see the attached LIO Exhibit A Documents. Please let me know if you have any questions or comments.

Thank you.

Andy

**Andrew J. Weiss**

**kpb architects**

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<EXHIBIT A LIO Approval plans.pdf>

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**From:** Nola Cedergreen  
**Sent:** Saturday, September 07, 2013 1:24 PM  
**To:** Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov  
**Cc:** mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon  
**Subject:** September 6 Draft Documents  
**Attachments:** EXHIBIT A LIO Approval plans 09062013.pdf; Compare LIO Extension 0904 to 0906.docx; ANC LIO Extension Version 09062013 AM and NC.docx; ANC LIO Extension A M Revisions v09052013 (00148547).docx; LIO Lease 09062013 Attach to Exh B.docx

Everyone:

We have a good deal of information for your review and comment. Items 1, 2, 3, 4, and 6 are attached to this e-mail; Items 5, 7, and 8 are not yet finalized.

1. "*ANC LIO Extension AM Revisions v09052013*" Mr. McClintock's edits to the 9/4 draft.
2. "*ANC LIO Extension Version 0906213 AM and NC*" incorporating Mr. McClintock's edits; the subordination and attornment language recommended by the Lessor, and other minor housekeeping. This version includes yellow highlights in sections that require additional information.
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I understand that we may have some preliminary information from the appraiser as early as the first part of next week.

Thanks for your help.

Nola

---

**From:** Mark Pfeffer <MPfeffer@PfefferDevelopment.com>  
**Sent:** Saturday, September 07, 2013 4:23 PM  
**To:** Nola Cedergreen  
**Subject:** RE: LIO Exhibit A Documents

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So.....We'll do a separate schedule for the interim space detail. I think we still make it part of Exhibit B, Page 2 or B-1. That work for you?

Mark Pfeffer

PFEFFER DEVELOPMENT, LLC  
425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644 | f 907.646.4655 |

Cell Phone  
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-----Original Message-----

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---

**From:** Nola Cedergreen  
**Sent:** Saturday, September 07, 2013 5:22 PM  
**To:** Rep.Mike.Hawker@akleg.gov  
**Subject:** Re: September 6 Draft Documents

You are very welcome. We should be closing in on it ... it is going to be a very nice facility based on the info provided in Exhibit A.

Sent from my Verizon Wireless 4G LTE Smartphone

----- Original message -----

**From:** "Rep. Mike Hawker" <Rep.Mike.Hawker@akleg.gov>  
**Date:** 09/07/2013 3:15 PM (GMT-08:00)  
**To:** Nola Cedergreen <ncedergr@ahfc.us>  
**Cc:** Pfeffer Mark <MPfeffer@PfefferDevelopment.com>, Mike Buller <mbuller@ahfc.us>, Juli Lucky <Juli.Lucky@akleg.gov>  
**Subject:** Re: September 6 Draft Documents

Thank you Nola! Your work and dedication on this one has been priceless to me.

Mike

On Sep 7, 2013, at 1:24 PM, "Nola Cedergreen" <ncedergr@ahfc.us> wrote:

> Everyone:

>

> We have a good deal of information for your review and comment. Items 1, 2, 3, 4, and 6 are attached to this e-mail; Items 5, 7, and 8 are not yet finalized.

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> <EXHIBIT A LIO Approval plans 09062013.pdf>

> <Compare LIO Extension 0904 to 0906.docx>

> <ANC LIO Extension Version 09062013 AM and NC.docx>

> <ANC LIO Extension A M Revisions v09052013 (00148547).docx>

> <LIO Lease 09062013 Attach to Exh B.docx>

---

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**Sent:** Saturday, September 07, 2013 5:24 PM  
**To:** MPfeffer@PfefferDevelopment.com  
**Subject:** RE: LIO Exhibit A Documents

Sounds good. That should eliminate some of Doug Gardner's concerns re lack of details.

Sent from my Verizon Wireless 4G LTE Smartphone

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425 G Street, Suite 210 | Anchorage, Alaska 99501  
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Cc: Nola Cedergreen <ncedergr@ahfc.us>, Bob O'Neill <BOneill@PfefferDevelopment.com>, Doc Crouse <dcrouse@ahfc.us>

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---

**From:** Pamela Varni <Pamela.Varni@akleg.gov>  
**Sent:** Sunday, September 08, 2013 5:10 PM  
**To:** Nola Cedergreen; Rep. Mike Hawker; LAA Legal  
**Cc:** mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon  
**Subject:** RE: September 6 Draft Documents  
**Attachments:** img-908163343-0001.pdf

Hi Nola and all - Thank you Nola and others for all the documents and all your work. I have reviewed everything and attached are a few minor formatting changes, fax number, etc. for the latest version of the lease. My changes or questions are in orange. I will let Doug Gardner send in his comments tomorrow.

Thank you.

Pam

Pam Varni, Executive Director  
Legislative Affairs Agency  
State Capitol, Room 3  
Juneau, AK 99801-1182  
Main line (907) 465-3800  
Direct line (907) 465-6622  
Cell phone (907) 209-1942

-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Saturday, September 07, 2013 1:24 PM  
To: Rep. Mike Hawker; LAA Legal; Pamela Varni  
Cc: mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon  
Subject: September 6 Draft Documents

Everyone:

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**From:** Nola Cedergreen  
**Sent:** Sunday, September 08, 2013 7:26 PM  
**To:** Pamela Varni; Rep. Mike Hawker; LAA Legal  
**Cc:** mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon  
**Subject:** RE: September 6 Draft Documents  
**Attachments:** ANC LIO Extension Version 09062013 AM NC and PV edits.docx

Thanks for the thorough read, Pam. I cannot tell you how many times this document has gone through spell-check ... you are a much better proof-reader than Microsoft!

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Sent: Sunday, September 08, 2013 5:09 PM  
To: Nola Cedergreen; Rep. Mike Hawker; LAA Legal  
Cc: mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon  
Subject: RE: September 6 Draft Documents

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Thank you.

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Pam Varni, Executive Director  
Legislative Affairs Agency  
State Capitol, Room 3  
Juneau, AK 99801-1182  
Main line (907) 465-3800  
Direct line (907) 465-6622  
Cell phone (907) 209-1942

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**Sent:** Monday, September 09, 2013 9:18 AM  
**To:** Nola Cedergreen; Doc Crouse  
**Cc:** Mark Pfeffer  
**Subject:** LIO Temp Space Schedule - Exhibit B  
**Attachments:** img-909082647-0001.pdf

Doc and Nola,

Attached please find a schedule for the temporary spaces for LIO. After discussion with Juli and Mike Hawker, I have also included some as yet determined office space for legislators that must be available by approximately April 2. We had a good go last week on programming existing spaces available in 733 W. 4th building across the street from existing LIO and some space on 7th floor of 425 G Street (Legislative Ethics Office would go to 425 G Street, 7th floor). I also included IT time to relocate facilities currently located in existing LIO office as well as final clean-out of existing FF&E in existing building.

Let me know if you have any questions.

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**Sent:** Monday, September 09, 2013 10:17 AM  
**To:** Nola Cedergreen  
**Subject:** RE: LIO Temp Space Schedule - Exhibit B  
**Attachments:** LIO Schedule 8\_27\_13.pdf; Insert to Exhibit B (00147533).docx

Nola,

The temporary space schedule should be ready to share. The latest development schedule that I have is attached, and the proposed verbiage from Don McClintock regarding completion and occupancy. There is no other additional material that is intended for this section.

Doc

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**To:** Nola Cedergreen; Pamela Varni; LAA Legal  
**Cc:** mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon; Juli Lucky  
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**Timothy Lowe, MAI, CRE, FRICS**  
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Everyone ... I've renamed the document Bob provided this morning as LIO Exhibit B 09092103 and have attached a copy reflecting that name.

It is my understanding that this document, when combined with the previous attachment to Exhibit B that I sent your way, comprises Exhibit B in its entirety.

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Nola

---

From: Rep. Mike Hawker [Rep.Mike.Hawker@akleg.gov]  
Sent: Monday, September 09, 2013 10:45 AM  
To: Nola Cedergreen; Pamela Varni; LAA Legal  
Cc: mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon; Juli Lucky  
Subject: RE: September 6 Draft Documents

All,

Following are my comments on the 9/6/2013 DWM;NC;PV lease draft:

Note, that I have not yet reviewed the fifty plus pages of Exhibit A, and Exhibit B is not yet final. I will relying extensively on AHFC counsel to approve Exhibits A and B.



The lessee has documents to complete as well, notably:

Exhibits C and D - Mr. Lowe will provide the basis for Exhibit D. There was an earlier draft of Exhibit C that needs to be dusted off and completed this week.

I want to prepare a notice of intent to sign lease documents, and have it delivered in advance to the Presiding Officers and Rules Chairs. While this may not be mandatory, I want to give formal notice as a matter of good practice and courtesy.

Completely on the lessee side of the table: LAA should begin drafting an RFP, or whatever, for property management services, based on the modified triple net division in the draft lease extension. I'd like to get this underway quite early, but I do not intend to release the request until after we have completed lease extension negotiations and signing.

To the draft lease extension document:

1. Yes, there are a couple blanks to fill in, such as the first year lease amount. This is expected as we continue to tighten this up and nail down the final provisions.
2. Whereas - Pfeffer to provide legal description for parking "garage." Do we want to call this a "parking garage" through out the lease, or is it a "parking facility?" Garage works for me, as long as it does not imply something that it is not.
3. P2 Sec 1.1a - "Parking Garage" terminology?
4. P2 Sec 1.1a - Regardless of terminology for the parking garage, and in order to be consistent with the remainder of this sub paragraph, should we not include the separate physical address (720 W 4th) and its legal description in the description of leased premises?
5. P3 Sec 1.1b - The discussion of the lease term is getting ridiculous and silly. May 31, 2024 is the common sense date for extending a lease that terminates May 31, 2014. We go with May 31, 2014.
6. P3 Sec 1.1c - The sub paragraphs all still need to be paragraphically formatted with appropriate indentations.
7. P4 Sec 1.1d - escalator clause. To be finalized in conference with Tim Lowe. I personally am quite interested in a calculation that gives us a fixed monthly rate for ten years, or at least fixed payments that are adjusted as few times as possible over the life of the lease.
8. P4 Sec 1.2 - I do not have a statute book at my home office where I am doing this review, so I may be uninformed here. The first paragraph sates a "Executive Director's Cost Saving Calculation and Report to Auditor \_\_\_\_\_ AS 36.30.083(b)." Do we need to reference the Auditor at all? If we do, can we not simply call it ..."to the Legislative Auditor?"
9. P4 Sec 1.2 - It should be easy to fill in Mr. Lowe's firm name.

Timothy Lowe, MAI, CRE, FRICS  
Waranzof Associates, Inc.  
999 North Sepulveda Boulevard  
Suite 440  
El Segundo, CA 90245

10. P5 Sec 3 - Tennant improvement provision in third paragraph. Subject to concurrence with Pam Varni, may I propose a pay-as-you-go approach something like the following? 'The lessee shall pay up to \$7,500,000 for tennant improvements as invoiced, with documentation, by the lessor and approved by the project director. Payment shall be made within thirty days of receipt of a documented invoice. The cost of tennant improvements in excess of \$7,500,000 shall be included in lessor's renovation costs and amortized over the term of the lease.'

11. P7 Sec 4 through out the remainder of the document - Everywhere the exhibits are referenced, both Exhibit A and B are referenced. Is this appropriate? All of these dual references are being applied to technical specifications of the renovation project. Exhibit A is the project plan, but Exhibit B is really only the schedule and timing of meeting the project plan. I can go with leaving both referenced if AHFC and Mr. Pfeffer agree.

12. P16 Sec 36 - I go with the approach proposed by AHFC. Let's just get this one done and finished with.

13. P18 Sec 47 - May 31, 2024

14. P20 Sec 50 - Regarding the Exhibit "D" paragraphy see item 8 above. Same discussion applies to referencing the Legislative Auditor.

Thank you,

Mike

---

From: Nola Cedergreen [ncedergr@ahfc.us]

Sent: Sunday, September 08, 2013 7:26 PM

To: Pamela Varni; Rep. Mike Hawker; LAA Legal

Cc: mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon

Subject: RE: September 6 Draft Documents

Thanks for the thorough read, Pam. I cannot tell you how many times this document has gone through spell-check ... you are a much better proof-reader than Microsoft!

I've attached a new version that includes all of Pam's edits with the exception of the one "whereas preamble" that references 64,000 sf ... let me know if you believe that should be a generic reference as written or a specific reference to the exact square footage available in the building offered by the Lessor.

---

From: Pamela Varni [Pamela.Varni@akleg.gov]

Sent: Sunday, September 08, 2013 5:09 PM

To: Nola Cedergreen; Rep. Mike Hawker; LAA Legal

Cc: mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon

Subject: RE: September 6 Draft Documents

Hi Nola and all - Thank you Nola and others for all the documents and all your work. I have reviewed everything and attached are a few minor formatting changes, fax number, etc. for the latest version of the lease. My changes or questions are in orange. I will let Doug Gardner send in his comments tomorrow.

Thank you.

Pam

Pam Varni, Executive Director

Legislative Affairs Agency

State Capitol, Room 3

Juneau, AK 99801-1182

Main line (907) 465-3800

Direct line (907) 465-6622

Cell phone (907) 209-1942

-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]

Sent: Saturday, September 07, 2013 1:24 PM

To: Rep. Mike Hawker; LAA Legal; Pamela Varni

Cc: mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon

Subject: September 6 Draft Documents

Everyone:

We have a good deal of information for your review and comment. Items 1, 2, 3, 4, and 6 are attached to this e-mail; Items 5, 7, and 8 are not yet finalized.

1. "ANC LIO Extension AM Revisions v09052013" Mr. McClintock's edits to the 9/4 draft.
2. "ANC LIO Extension Version 0906213 AM and NC" incorporating Mr. McClintock's edits; the subordination and attornment language recommended by the Lessor, and other minor housekeeping. This version includes yellow highlights in sections that require additional information.
3. "Compare LIO Extension 0904 to 0906" Comparison of the 9/6 draft and 9/4 draft.
4. Exhibit "A" - "LIO Approval Plans" (plans, drawings, technical specifications).
5. (Not included). Exhibit "B" - Terms and conditions of Renovation project process, deliverables, and schedule.
6. "LIO Lease 09062013 Attach to Exh B" Attachment to Exhibit "B" - Delay provisions (this can either be incorporated into the body of Exhibit "B" or referenced as an attachment).
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8. (Not included). Exhibit "D" - to be provided by Mr. Gardner - Executive Director's Cost Saving Calculation and Report to Auditor.

Please let me know if you agree that all Exhibits have been correctly referenced/named/described (see Section 50). Section 36 may be rewritten in its entirety depending upon agreement between legal counsel for the parties; Section 1.1.b. requires discussion as well.

I understand that we may have some preliminary information from the appraiser as early as the first part of next week. Thanks for your help.

Nola

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**From:** Pamela Varni <Pamela.Varni@akleg.gov>  
**Sent:** Monday, September 09, 2013 4:47 PM  
**To:** Nola Cedergreen; Rep. Mike Hawker; LAA Legal  
**Cc:** mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon  
**Subject:** RE: September 6 Draft Documents  
**Attachments:** img-909160820-0001.pdf

Thank you Nola for the latest draft. When I sent the scan yesterday a couple of things did not register orange on the scan. I apologize for that. They are minor and please wait for the next update to fix. There was a "her" instead of "him" in our boiler plate on the notary page for Rep. Hawker. I asked Tina to fix that so it won't appear on our other leases from our boiler plate lease document. Please see attached scan with the three minor changes.

Best regards.

Pam

-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Sunday, September 08, 2013 7:26 PM  
To: Pamela Varni; Rep. Mike Hawker; LAA Legal  
Cc: mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon  
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Thanks for your help.

Nola

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---

**From:** Stacy Schubert  
**Sent:** Tuesday, September 10, 2013 9:46 AM  
**To:** Mike Buller; Bryan Butcher; Doc Crouse; Nola Cedergreen  
**Subject:** Fwd: Anchorage LIO

Are you available for an extended meeting today? (See below).

Sent from my iPhone

Begin forwarded message:

**From:** Juli Lucky <[Juli.Lucky@akleg.gov](mailto:Juli.Lucky@akleg.gov)>  
**Date:** September 10, 2013, 9:37:10 AM AKDT  
**To:** Stacy Schubert <[sschubert@ahfc.us](mailto:sschubert@ahfc.us)>  
**Subject:** RE: Anchorage LIO

Stacy,

Rep. Hawker would like to have a meeting about the last outstanding issues on the lease. Would your folks (Mr. Buller, Mr. Crouse, Ms. Cedergreen and you) be available to meet from 2:30 – 3:30 today? Rep. Hawker thinks that the meeting wouldn't take too long, so I think an hour would be sufficient.

I'm going to kpb at 10:30 today, but feel free to text or call me 351-5108. Thanks!

~

Juli Lucky  
Office of Rep. Mike Hawker  
716 W. 4th Ave., Ste. 610  
Anchorage, Alaska 99501  
(907) 269-0244; fax: 269-0248

-----Original Appointment-----

**From:** Juli Lucky **On Behalf Of** Stacy Schubert  
**Sent:** Monday, September 09, 2013 10:27 AM  
**To:** Rep. Mike Hawker  
**Subject:** FW: Anchorage LIO  
**When:** Tuesday, September 10, 2013 1:30 PM-2:30 PM (UTC-09:00) Alaska.  
**Where:** Rep. Hawker's office

-----Original Appointment-----

**From:** Stacy Schubert [<mailto:sschubert@ahfc.us>]  
**Sent:** Monday, September 09, 2013 10:26 AM  
**To:** Stacy Schubert; Mike Buller; Doc Crouse; Bryan Butcher; Juli Lucky  
**Subject:** Anchorage LIO



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---

**From:** Nola Cedergreen  
**Sent:** Tuesday, September 10, 2013 11:20 AM  
**To:** Stacy Schubert  
**Subject:** RE: Anchorage LIO

Sure.

Sent from my Verizon Wireless 4G LTE Smartphone

----- Original message -----

**From:** Stacy Schubert <[sschubert@ahfc.us](mailto:sschubert@ahfc.us)>  
**Date:** 09/10/2013 10:46 AM (GMT-08:00)  
**To:** Mike Buller <[mbuller@ahfc.us](mailto:mbuller@ahfc.us)>, Bryan Butcher <[bbutcher@ahfc.us](mailto:bbutcher@ahfc.us)>, Doc Crouse <[dcrouse@ahfc.us](mailto:dcrouse@ahfc.us)>, Nola Cedergreen <[ncedergr@ahfc.us](mailto:ncedergr@ahfc.us)>  
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**To:** Rep. Mike Hawker

**Subject:** FW: Anchorage LIO

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**From:** Nola Cedergreen  
**Sent:** Tuesday, September 10, 2013 12:33 PM  
**To:** Stacy Schubert  
**Subject:** Latest Drafts LIO  
**Attachments:** LIO Exhibit B Schedule 09092013.pdf; Exhibit B LIO Schedule 8\_27\_13 (1).pdf; ANC LIO Extension Version 09062013 AM NC and PV edits.docx; EXHIBIT A LIO Approval plans 09062013.pdf; Compare LIO Extension 0904 to 0906.docx; LIO Lease 09062013 Attach to Exh B.docx

This is a set of the most recent info ... what we will work from during the teleconference today. Exhibit B 0909 is the correct reference: a copy of Exhibit B 8/27 (which for some reason I cannot delete from this e-mail).

---

**From:** Nola Cedergreen  
**Sent:** Tuesday, September 10, 2013 12:49 PM  
**To:** Rep.Mike.Hawker@akleg.gov  
**Subject:** Draft Verbiage LIO

Hi,

I am incorporating your comments into the version of the lease agreement that will follow today's teleconference.

Does the following accurately represent your intent re: Page 5 Section 3?

*"The Lessee shall pay up to \$7,500,000 in progress payments to Lessor, toward the cost of that portion of the renovation work that represents the tenant improvements to the Premises. All invoices submitted to Lessee by Lessor must be accompanied by appropriate documentation and in addition, must be approved by the Project Director prior to payment. The balance of the tenant improvement costs, if any, shall be added to the Lessor's renovation costs and amortized over the term of the Lease."*

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Sorry I haven't been copying you with the daily changes; but had assumed your primary interest would be at the time we scheduled a teleconference.

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**From:** Nola Cedergreen  
**Sent:** Tuesday, September 10, 2013 1:00 PM  
**To:** Stacy Schubert  
**Subject:** RE: Latest Drafts LIO

Thanks. Trying to protect my Mom and work through some family issues that seem to have cropped up following my father's passing.

Sent from my Verizon Wireless 4G LTE Smartphone

----- Original message -----

**From:** Stacy Schubert <sshubert@ahfc.us>  
**Date:** 09/10/2013 1:57 PM (GMT-08:00)  
**To:** Nola Cedergreen <ncedergr@ahfc.us>  
**Subject:** RE: Latest Drafts LIO

No need to apologize.  
Hope all is going well for you.

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**Sent:** Tuesday, September 10, 2013 1:01 PM  
**To:** Nola Cedergreen  
**Subject:** RE: Latest Drafts LIO

I can't even imagine. I stand back in awe again -- you make everything appear so effortless. If there's anything I can do to help things here, just LMK.

---

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**Sent:** Tuesday, September 10, 2013 1:03 PM  
**To:** Nola Cedergreen  
**Subject:** RE: Draft Verbiage LIO

Yes. That is pretty much my layman's lay of the land. However, I don't know if "progress payments" is the correct terminology? We could drop "in progress payments" from that sentence and get more directly to the desired syntax. We will see what the others say.

There was also **one other item** that I neglected to include in my earlier memo.

P3 Sec 1.1c 2 - I do not see why we need the last of that line "after \_\_\_\_ days written notice by lessor." Is not this already extremely well understood and, in fact, part and parcel of the timelines in Exhibit B? Do we really need a written notice provision here, is all I am asking?

Mike

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"The Lessee shall pay up to \$7,500,000 in progress payments to Lessor, toward the cost of that portion of the renovation work that represents the tenant improvements to the Premises. All invoices submitted to Lessee by Lessor must be accompanied by appropriate documentation and in addition, must be approved by the Project Director prior to payment. The balance of the tenant improvement costs, if any, shall be added to the Lessor's renovation costs and amortized over the term of the Lease."

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---

**From:** Nola Cedergreen  
**Sent:** Tuesday, September 10, 2013 1:05 PM  
**To:** Pamela Varni; Rep. Mike Hawker; LAA Legal  
**Cc:** mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon  
**Subject:** RE: September 6 Draft Documents

Got em!

Thanks, Pam.

---

From: Pamela Varni [Pamela.Varni@akleg.gov]  
Sent: Monday, September 09, 2013 4:47 PM  
To: Nola Cedergreen; Rep. Mike Hawker; LAA Legal  
Cc: mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon  
Subject: RE: September 6 Draft Documents

Thank you Nola for the latest draft. When I sent the scan yesterday a couple of things did not register orange on the scan. I apologize for that. They are minor and please wait for the next update to fix. There was a "her" instead of "him" in our boiler plate on the notary page for Rep. Hawker. I asked Tina to fix that so it won't appear on our other leases from our boiler plate lease document. Please see attached scan with the three minor changes.

Best regards.

Pam

-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Sunday, September 08, 2013 7:26 PM  
To: Pamela Varni; Rep. Mike Hawker; LAA Legal  
Cc: mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon  
Subject: RE: September 6 Draft Documents

Thanks for the thorough read, Pam. I cannot tell you how many times this document has gone through spell-check ... you are a much better proof-reader than Microsoft!

I've attached a new version that includes all of Pam's edits with the exception of the one "whereas preamble" that references 64,000 sf ... let me know if you believe that should be a generic reference as written or a specific reference to the exact square footage available in the building offered by the Lessor.

---

From: Pamela Varni [Pamela.Varni@akleg.gov]  
Sent: Sunday, September 08, 2013 5:09 PM  
To: Nola Cedergreen; Rep. Mike Hawker; LAA Legal  
Cc: mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon  
Subject: RE: September 6 Draft Documents

Hi Nola and all - Thank you Nola and others for all the documents and all your work. I have reviewed everything and attached are a few minor formatting changes, fax number, etc. for the latest version of the lease. My changes or questions are in orange. I will let Doug Gardner send in his comments tomorrow.

Thank you.

Pam

Pam Varni, Executive Director  
Legislative Affairs Agency  
State Capitol, Room 3  
Juneau, AK 99801-1182  
Main line (907) 465-3800  
Direct line (907) 465-6622  
Cell phone (907) 209-1942

-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]

Sent: Saturday, September 07, 2013 1:24 PM

To: Rep. Mike Hawker; LAA Legal; Pamela Varni

Cc: mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon

Subject: September 6 Draft Documents

Everyone:

We have a good deal of information for your review and comment. Items 1, 2, 3, 4, and 6 are attached to this e-mail; Items 5, 7, and 8 are not yet finalized.

1. "ANC LIO Extension AM Revisions v09052013" Mr. McClintock's edits to the 9/4 draft.
2. "ANC LIO Extension Version 0906213 AM and NC" incorporating Mr. McClintock's edits; the subordination and attornment language recommended by the Lessor, and other minor housekeeping. This version includes yellow highlights in sections that require additional information.
3. "Compare LIO Extension 0904 to 0906" Comparison of the 9/6 draft and 9/4 draft.
4. Exhibit "A" - "LIO Approval Plans" (plans, drawings, technical specifications).
5. (Not included). Exhibit "B" - Terms and conditions of Renovation project process, deliverables, and schedule.
6. "LIO Lease 09062013 Attach to Exh B" Attachment to Exhibit "B" - Delay provisions (this can either be incorporated into the body of Exhibit "B" or referenced as an attachment).
7. (Not included). Exhibit "C" - to be provided by Mr. Gardner - Written determination by the Legislative Affairs Agency regarding the procurement process leading to Lease Extension and Amendment No. 3.
8. (Not included). Exhibit "D" - to be provided by Mr. Gardner - Executive Director's Cost Saving Calculation and Report to Auditor.

Please let me know if you agree that all Exhibits have been correctly referenced/named/described (see Section 50). Section 36 may be rewritten in its entirety depending upon agreement between legal counsel for the parties; Section 1.1.b. requires discussion as well.

I understand that we may have some preliminary information from the appraiser as early as the first part of next week. Thanks for your help.

Nola

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---

**From:** Nola Cedergreen  
**Sent:** Tuesday, September 10, 2013 1:16 PM  
**To:** Rep. Mike Hawker  
**Subject:** RE: Draft Verbiage LIO

Sure ... progress payments is common with AHFC's construction projects, but this is a different situation ... maybe it should read "partial payments". I will change it to whatever the crew prefers.

Section 1.1.c.2. - although I'm sure you will have no problems working with the Lessor, the benefit to this verbiage is to give your crew time to manage the necessary preparation for the move, coordination with the movers, packing up, identifying "which boxes and which pieces of furniture go where in the new space", etc. That usually takes a few days.

So ... if you have a schedule (Exhibit B) that says you will move by "x", with the verbiage in place the Lessor will give you a little advance notice that the interim space will be ready on that specific date, or in the alternative, ask that you agree to an adjustment in the schedule.

The beauty of the agreement as written is that you are not working with liquidated damages or other punitive measures; the document encourages collaboration and cooperation toward a common goal. I will change this to whatever works best.

Talk with you soon.

---

**From:** Rep. Mike Hawker [Rep.Mike.Hawker@akleg.gov]  
**Sent:** Tuesday, September 10, 2013 1:03 PM  
**To:** Nola Cedergreen  
**Subject:** RE: Draft Verbiage LIO

Yes. That is pretty much my layman's lay of the land. However, I don't know if "progress payments" is the correct terminology? We could drop "in progress payments" from that sentence and get more directly to the desired syntax. We will see what the others say.

There was also one other item that I neglected to include in my earlier memo.

P3 Sec 1.1c 2 - I do not see why we need the last of that line "after \_\_\_\_ days written notice by lessor." Is not this already extremely well understood and, in fact, part and parcel of the timelines in Exhibit B? Do we really need a written notice provision here, is all I am asking?

Mike

-----Original Message-----

**From:** Nola Cedergreen [mailto:ncedergr@ahfc.us]  
**Sent:** Tuesday, September 10, 2013 12:49 PM  
**To:** Rep. Mike Hawker  
**Subject:** Draft Verbiage LIO

Hi,

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---

**From:** Rep. Mike Hawker <Rep.Mike.Hawker@akleg.gov>  
**Sent:** Tuesday, September 10, 2013 1:17 PM  
**To:** Nola Cedergreen  
**Subject:** RE: Draft Verbiage LIO

Thank you. See you on line later this afternoon.

Mike

-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Tuesday, September 10, 2013 1:16 PM  
To: Rep. Mike Hawker  
Subject: RE: Draft Verbiage LIO

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Talk with you soon.

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Sent: Tuesday, September 10, 2013 1:03 PM  
To: Nola Cedergreen  
Subject: RE: Draft Verbiage LIO

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There was also one other item that I neglected to include in my earlier memo.

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Mike

-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]

Sent: Tuesday, September 10, 2013 12:49 PM

To: Rep. Mike Hawker

Subject: Draft Verbiage LIO

Hi,

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---

**From:** Stacy Schubert  
**Sent:** Tuesday, September 10, 2013 1:39 PM  
**To:** Nola Cedergreen  
**Subject:** Re: Accepted: Anchorage LIO

Sorry for the confusion - the first part of the meeting is with Tim on his numbers. Second part (at 2:30) includes you with biz terms.

Sent from my iPhone

On Sep 10, 2013, at 1:17 PM, "Nola Cedergreen" <ncedergr@ahfc.us> wrote:

> What number should I call in to?  
> <Anchorage LIO>

---

**From:** Juli Lucky <Juli.Lucky@akleg.gov>  
**Sent:** Tuesday, September 10, 2013 2:12 PM  
**To:** Nola Cedergreen  
**Subject:** telconference at 2:30

Nola,

You will need to call in to our bridge at 2:30pm. The number is (855) 463-5009. Call my office if you have any difficulties.

~

Juli Lucky  
Office of Rep. Mike Hawker  
716 W. 4th Ave., Ste. 610  
Anchorage, Alaska 99501  
(907) 269-0244; fax: 269-0248

---

**From:** Nola Cedergreen  
**Sent:** Tuesday, September 10, 2013 4:11 PM  
**To:** Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov  
**Cc:** dwm@anchorlaw.com; mpfeffer@pfefferdevelopment.com; Mike Buller  
**Attachments:** ANC LIO Extension Version 09102013 post teleconf.docx

Here is a version for Mr. McClintock to work from.

Representative Hawker/Pam: please see rough draft language for Section 3 ... does it accurately reflect your intent?

---

**From:** Nola Cedergreen  
**Sent:** Tuesday, September 10, 2013 4:18 PM  
**To:** dwm@anchorlaw.com; laa.legal@akleg.gov  
**Subject:** September 11 Schedule  
**Attachments:** ANC LIO Extension Version 09102013 post teleconf.docx

Hi,

I have an insurance renewal teleconference (annual insurance renewal for AHFC and AGDC) from 1:30 pm until 3:00 pm tomorrow. Other than that my schedule is open.

---

**From:** Nola Cedergreen  
**Sent:** Tuesday, September 10, 2013 4:11 PM  
**To:** Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov  
**Cc:** dwm@anchorlaw.com; mpfeffer@pfefferdevelopment.com; Mike Buller  
**Subject:**

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Representative Hawker/Pam: please see rough draft language for Section 3 ... does it accurately reflect your intent?

---

**From:** Donald W. McClintock <dwm@anchorlaw.com>  
**Sent:** Tuesday, September 10, 2013 7:48 PM  
**To:** Nola Cedergreen; Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov  
**Cc:** mpfeffer@pfefferdevelopment.com; Mike Buller; Heidi A. Wyckoff  
**Subject:** RE: Lease revisions.  
**Attachments:** ANC LIO Extension Version 09102013 post teleconf (00149979-2).docx

Nola and Doug,

Here are my tracked changes annotations to the lease on Nola's post teleconference version. I am available to talk tomorrow any time up to 4:15 when I have a court system conference.

Doug, I tweaked the para. 36 language for consistency; please review it carefully.

These changes have not been reviewed by Mark so I reserve the right to make additional changes per his review.

I look forward to getting this wrapped up tomorrow and appreciate your attention.

Don

Donald W. McClintock  
Ashburn & Mason, P.C.  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
(907) 276-4331 (voice)  
(907) 277-8235 (fax)  
www.anchorlaw.com

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**Sent:** Tuesday, September 10, 2013 4:11 PM  
**To:** Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov  
**Cc:** Donald W. McClintock; mpfeffer@pfefferdevelopment.com; Mike Buller  
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---

**From:** Nola Cedergreen  
**Sent:** Wednesday, September 11, 2013 5:25 AM  
**To:** Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov  
**Cc:** mpfeffer@pfefferdevelopment.com; Mike Buller  
**Subject:** FW: Lease revisions.  
**Attachments:** ANC LIO Extension Version 09102013 post teleconf (00149979-2).docx

Looks great. Good revisions/clarification.

---

From: Donald W. McClintock [dwm@anchorlaw.com]  
Sent: Tuesday, September 10, 2013 7:48 PM  
To: Nola Cedergreen; Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov  
Cc: mpfeffer@pfefferdevelopment.com; Mike Buller; Heidi A. Wyckoff  
Subject: RE: Lease revisions.

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To: Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov  
Cc: Donald W. McClintock; mpfeffer@pfefferdevelopment.com; Mike Buller

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---

**From:** Rep. Mike Hawker <Rep.Mike.Hawker@akleg.gov>  
**Sent:** Wednesday, September 11, 2013 6:01 AM  
**To:** Nola Cedergreen  
**Cc:** mpfeffer@pfefferdevelopment.com; Mike Buller  
**Subject:** Re: Lease revisions.

Thanks all for the extra hours. I apologize for the obstructionist on my side of the table.

I will also review this first thing this morning.

Mike, let me know where and when you want to meet with Mark on numbers.

Mike

On Sep 11, 2013, at 5:27 AM, "Nola Cedergreen" <ncedergr@ahfc.us> wrote:

> Looks great. Good revisions/clarification.

>

> \_\_\_\_\_

> From: Donald W. McClintock [dwm@anchorlaw.com]

> Sent: Tuesday, September 10, 2013 7:48 PM

> To: Nola Cedergreen; Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov

> Cc: mpfeffer@pfefferdevelopment.com; Mike Buller; Heidi A. Wyckoff

> Subject: RE: Lease revisions.

>

> Nola and Doug,

>

> Here are my tracked changes annotations to the lease on Nola's post teleconference version. I am available to talk tomorrow any time up to 4:15 when I have a court system conference.

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> Doug, I tweaked the para. 36 language for consistency; please review it carefully.

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> These changes have not been reviewed by Mark so I reserve the right to make additional changes per his review.

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> I look forward to getting this wrapped up tomorrow and appreciate your attention.

>

> Don

>

> Donald W. McClintock

> Ashburn & Mason, P.C.

> 1227 W. 9th Ave. Ste. 200

> Anchorage, AK 99501

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> Sent: Tuesday, September 10, 2013 4:11 PM

> To: Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov

> Cc: Donald W. McClintock; mpfeffer@pfefferdevelopment.com; Mike Buller

> Subject:

>

> Here is a version for Mr. McClintock to work from.

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> <ANC LIO Extension Version 09102013 post teleconf (00149979-2).docx>

---

**From:** Pamela Varni <Pamela.Varni@akleg.gov>  
**Sent:** Wednesday, September 11, 2013 9:09 AM  
**To:** Nola Cedergreen; Rep. Mike Hawker; LAA Legal  
**Cc:** mpfeffer@pfefferdevelopment.com; Mike Buller  
**Subject:** RE: Lease revisions.  
**Attachments:** img-911085021-0001.pdf

Hi everyone. I have changes to page 5 and 22 only. I only scanned those two pages which are attached. Everything else looks good to me. Pam

-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Wednesday, September 11, 2013 5:25 AM  
To: Rep. Mike Hawker; LAA Legal; Pamela Varni  
Cc: mpfeffer@pfefferdevelopment.com; Mike Buller  
Subject: FW: Lease revisions.

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-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Tuesday, September 10, 2013 4:11 PM  
To: Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov  
Cc: Donald W. McClintock; mpfeffer@pfefferdevelopment.com; Mike Buller  
Subject:

Here is a version for Mr. McClintock to work from.

Representative Hawker/Pam: please see rough draft language for Section 3 ... does it accurately reflect your intent?

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---

**From:** Donald W. McClintock <dwm@anchorlaw.com>  
**Sent:** Wednesday, September 11, 2013 9:33 AM  
**To:** Nola Cedergreen; laa.legal@akleg.gov  
**Cc:** Mark Pfeffer; 'Bob O'Neill'  
**Subject:** RE: Lease revisions.  
**Attachments:** Ex. B (00149993).pdf

Nola and Doug,

Apropos of my draft, here is a schedule that would serve as Exhibit B with all project deadlines and not just the relocation deadlines, which I had renamed B-1. Bob O'Neill says these are sufficiently integrated and on the relocation, given its greater detail, it would govern for relocation. Take a look and if we concur on its function, then we should circulate to the larger group as well.

Doug, let us know when it is convenient to talk today given Nola's constraints.

Don

Donald W. McClintock  
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1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
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Thanks, Don.

Sent from my Verizon Wireless 4G LTE Smartphone

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From: "Donald W. McClintock" <dwm@anchorlaw.com>  
Date: 09/10/2013 8:48 PM (GMT-08:00)



To: Nola Cedergreen <ncedergr@ahfc.us>,Rep.Mike.Hawker@akleg.gov,laa.legal@akleg.gov,Pamela.Varni@akleg.gov  
Cc: mpfeffer@pfefferdevelopment.com, Mike Buller <mbuller@ahfc.us>,"Heidi A. Wyckoff" <haw@anchorlaw.com>  
Subject: RE: Lease revisions.

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Doug, I tweaked the para. 36 language for consistency; please review it carefully.

These changes have not been reviewed by Mark so I reserve the right to make additional changes per his review.

I look forward to getting this wrapped up tomorrow and appreciate your attention.

Don

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**From:** Rep. Mike Hawker <Rep.Mike.Hawker@akleg.gov>  
**Sent:** Wednesday, September 11, 2013 10:04 AM  
**To:** Nola Cedergreen; Donald W. McClintock  
**Cc:** mpfeffer@pfefferdevelopment.com; Mike Buller; Juli Lucky; LAA Legal; Pamela Varni  
**Subject:** RE: Lease revisions.

Hi Nola and Don,

Looking good. I have a few nits to offer.

P3 S1.1b - Should "begins" be "begin?" Better yet "are effective" to be consistent with calling it the "effective date."

P3-4 S1.1c,d, and e - still require formatting conformance

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Referencing Pam's Comments that she provided on a separate document

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P22 S50 - I also concur with these recommendations. As we insert the word 'per' between Audit Committee and the statutory reference, we should also do the same at P4 S1.2 and if there is anywhere else it occurs.

Yes, we are still working to resolve S1.1d on the rental adjustments - per our discussion yesterday this will be a topic taken up by the principals.

I am reviewing and completing Exhibit C - Procurement Findings

Good work all,

Mike

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From: Nola Cedergreen [ncedergr@ahfc.us]  
Sent: Wednesday, September 11, 2013 5:25 AM  
To: Rep. Mike Hawker; LAA Legal; Pamela Varni  
Cc: mpfeffer@pfefferdevelopment.com; Mike Buller  
Subject: FW: Lease revisions.

Looks great. Good revisions/clarification.

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To: Nola Cedergreen; Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov  
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I look forward to getting this wrapped up tomorrow and appreciate your attention.

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**From:** Pamela Varni <Pamela.Varni@akleg.gov>  
**Sent:** Wednesday, September 11, 2013 10:07 AM  
**To:** Rep. Mike Hawker; Nola Cedergreen; Donald W. McClintock  
**Cc:** mpfeffer@pfefferdevelopment.com; Mike Buller; Juli Lucky; LAA Legal  
**Subject:** RE: Lease revisions.

**Follow Up Flag:** Follow Up  
**Due By:** Wednesday, September 11, 2013 10:23 AM  
**Flag Status:** Flagged

I also noticed on page 5, second to the last paragraph, last line "duing" should be "during"

Pam

---

**From:** Rep. Mike Hawker  
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---

**From:** Doc Crouse  
**Sent:** Wednesday, September 11, 2013 10:31 AM  
**To:** Nola Cedergreen  
**Subject:** FW: LIO Building - Latest Version of Analysis  
**Attachments:** Fourth Pass 091013.xlsx

FYI – Spreadsheets for discussion

---

**From:** Timothy Lowe [mailto:[tlowe@waronzof.com](mailto:tlowe@waronzof.com)]  
**Sent:** Wednesday, September 11, 2013 12:04 AM  
**To:** Mike Buller  
**Cc:** Doc Crouse  
**Subject:** LIO Building - Latest Version of Analysis

Mike/Doc:

See the attached model; this reflects much of what we talked about today on the phone, including the addition of annual service obligations of the landlord (estimated here at about \$86k/year) and updating the market costs a bit (garage and an adjustment to the building cost for the structural frame cost), as well as calculating a level annual equivalent rent (at market and at 90% of market) for the ten year duration of the lease.

I'm going to be out of touch in meetings in the morning, but available in the afternoon, should you want to discuss this version.

Thank you,

Tim Lowe

Timothy Lowe  
Waronzof Associates, Inc.  
999 North Sepulveda Boulevard  
Suite 440  
El Segundo, CA 90245  
V 310-322-7744  
F 310-322-7755  
C 310-600-2933  
[tlowe@waronzof.com](mailto:tlowe@waronzof.com)  
[www.waronzof.com](http://www.waronzof.com)

---

**From:** Donald W. McClintock <dwm@anchorlaw.com>  
**Sent:** Wednesday, September 11, 2013 11:19 AM  
**To:** Nola Cedergreen; 'laa.legal@akleg.gov'  
**Cc:** 'Mark Pfeffer'; Heidi A. Wyckoff  
**Subject:** RE: Lease revisions.

Nola, I just spoke to Doug and he is available for a call at 12 today. I can initiate a 2 party call if Nola gives me her number; Doug says he is available at 907-465-6653.

Doug has a question into Tim Lowe, via Buller, and if that gets confirmed then we should be able to address the entire lease. Otherwise, we can get most of the lease covered with that one caveat.

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**Cc:** laa.legal@akleg.gov  
**Subject:** RE: Lease revisions.  
**Attachments:** ANC LIO Extension Version 09112013 A&M, Rep H, PV.docx

OK ... my cell # is 509-703-2218

Talk to you soon. I've made the minor changes that Representative Hawker and Pam asked for and have attached version 9112013 for you. This is a difficult document to work with as it has been through so many versions ... some of the formatting has a tendency to "blow up".

Let me know if my conversation with you is not on point ... I tripped and took a pretty hard fall about 1/2 hour ago (scrambled my brains a bit).

---

From: Donald W. McClintock [dwm@anchorlaw.com]  
Sent: Wednesday, September 11, 2013 11:18 AM  
To: Nola Cedergreen; 'laa.legal@akleg.gov'  
Cc: 'Mark Pfeffer'; Heidi A. Wyckoff  
Subject: RE: Lease revisions.

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Apropos of my draft, here is a schedule that would serve as Exhibit B with all project deadlines and not just the relocation deadlines, which I had renamed B-1. Bob O'Neill says these are sufficiently integrated and on the relocation, given its greater detail, it would govern for relocation. Take a look and if we concur on its function, then we should circulate to the larger group as well.

Doug, let us know when it is convenient to talk today given Nola's constraints.

Don

Donald W. McClintock  
Ashburn & Mason, P.C.  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
(907) 276-4331 (voice)  
(907) 277-8235 (fax)  
www.anchorlaw.com

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-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Tuesday, September 10, 2013 8:11 PM  
To: Donald W. McClintock  
Subject: RE: Lease revisions.

Thanks, Don.

Sent from my Verizon Wireless 4G LTE Smartphone

----- Original message -----

From: "Donald W. McClintock" <dwm@anchorlaw.com>  
Date: 09/10/2013 8:48 PM (GMT-08:00)  
To: Nola Cedergreen <ncedergr@ahfc.us>, Rep.Mike.Hawker@akleg.gov, laa.legal@akleg.gov, Pamela.Varni@akleg.gov  
Cc: mpfeffer@pfefferdevelopment.com, Mike Buller <mbuller@ahfc.us>, "Heidi A. Wyckoff" <haw@anchorlaw.com>  
Subject: RE: Lease revisions.

Nola and Doug,

Here are my tracked changes annotations to the lease on Nola's post teleconference version. I am available to talk tomorrow any time up to 4:15 when I have a court system conference.

Doug, I tweaked the para. 36 language for consistency; please review it carefully.

These changes have not been reviewed by Mark so I reserve the right to make additional changes per his review.

I look forward to getting this wrapped up tomorrow and appreciate your attention.

Don

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-----Original Message-----

From: Nola Cedergreen [mailto:[ncedergr@ahfc.us](mailto:ncedergr@ahfc.us)]  
Sent: Tuesday, September 10, 2013 4:11 PM  
To: Rep.Mike.Hawker@akleg.gov; [laa.legal@akleg.gov](mailto:laa.legal@akleg.gov); Pamela.Varni@akleg.gov  
Cc: Donald W. McClintock; [mpfeffer@pfefferdevelopment.com](mailto:mpfeffer@pfefferdevelopment.com); Mike Buller  
Subject:

Here is a version for Mr. McClintock to work from.

Representative Hawker/Pam: please see rough draft language for Section 3 ... does it accurately reflect your intent?

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---

**From:** Nola Cedergreen  
**Sent:** Wednesday, September 11, 2013 11:40 AM  
**To:** Donald W. McClintock  
**Subject:** RE: Lease revisions.

Thanks. I'm good for the call.

Tripped on my way from the printer back to my pc ... not paying enough attention to my feet.

---

From: Donald W. McClintock [dwm@anchorlaw.com]  
Sent: Wednesday, September 11, 2013 11:37 AM  
To: Nola Cedergreen  
Cc: laa.legal@akleg.gov  
Subject: RE: Lease revisions.

Nola,

Sorry to hear that. I hope you are ok. Let us know if you need the call postponed.

I will link you and Doug in and thanks for the updated version. I think after our call, we should do a clean version and worry less about showing changes. I can always run a comparison for back checking.

Don

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-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Wednesday, September 11, 2013 11:31 AM  
To: Donald W. McClintock  
Cc: laa.legal@akleg.gov  
Subject: RE: Lease revisions.

OK ... my cell # is 509-703-2218

Talk to you soon. I've made the minor changes that Representative Hawker and Pam asked for and have attached version 9112013 for you. This is a difficult document to work with as it has been through so many versions ... some of the formatting has a tendency to "blow up".

Let me know if my conversation with you is not on point ... I tripped and took a pretty hard fall about 1/2 hour ago (scrambled my brains a bit).

---

From: Donald W. McClintock [dwm@anchorlaw.com]  
Sent: Wednesday, September 11, 2013 11:18 AM  
To: Nola Cedergreen; 'laa.legal@akleg.gov'  
Cc: 'Mark Pfeffer'; Heidi A. Wyckoff  
Subject: RE: Lease revisions.

Nola, I just spoke to Doug and he is available for a call at 12 today. I can initiate a 2 party call if Nola gives me her number; Doug says he is available at 907-465-6653.

Doug has a question into Tim Lowe, via Buller, and if that gets confirmed then we should be able to address the entire lease. Otherwise, we can get most of the lease covered with that one caveat.

Don

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-----Original Message-----

From: Donald W. McClintock  
Sent: Wednesday, September 11, 2013 9:33 AM  
To: 'Nola Cedergreen'; laa.legal@akleg.gov  
Cc: Mark Pfeffer; 'Bob O'Neill'  
Subject: RE: Lease revisions.

Nola and Doug,

Apropos of my draft, here is a schedule that would serve as Exhibit B with all project deadlines and not just the relocation deadlines, which I had renamed B-1. Bob O'Neill says these are sufficiently integrated and on the relocation, given its greater detail, it would govern for relocation. Take a look and if we concur on its function, then we should circulate to the larger group as well.

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Date: 09/10/2013 8:48 PM (GMT-08:00)  
To: Nola Cedergreen <ncedergr@ahfc.us>, Rep.Mike.Hawker@akleg.gov, laa.legal@akleg.gov, Pamela.Varni@akleg.gov  
Cc: mpfeffer@pfefferdevelopment.com, Mike Buller <mbuller@ahfc.us>, "Heidi A. Wyckoff" <haw@anchorlaw.com>  
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Cc: Donald W. McClintock; [mpfeffer@pfefferdevelopment.com](mailto:mpfeffer@pfefferdevelopment.com); Mike Buller  
Subject:

Here is a version for Mr. McClintock to work from.

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---

**From:** Nola Cedergreen  
**Sent:** Wednesday, September 11, 2013 12:43 PM  
**To:** dwm@anchorlaw.com; laa.legal@akleg.gov  
**Subject:** Version for your review only ...  
**Attachments:** ANC LIO Extension Version 09112013 A&M LAA.docx

This is a version that incorporates all of the changes that Pam and Representative Hawker had requested earlier today as well as the minor revisions made during our teleconference.

Good news ... not much yellow/unfinished business. I will hold this version until I hear more from Doug.

Thanks.

---

**From:** Shea C. Simasko <SSimasko@PfefferDevelopment.com>  
**Sent:** Wednesday, September 11, 2013 1:11 PM  
**To:** Mark Pfeffer; Nola Cedergreen; Mike Buller; Doc Crouse  
**Cc:** Bob O'Neill  
**Subject:** RE: Lessor reserves for costs.  
**Attachments:** LIO reserve draft.9.10.2013.pdf; LIO HVAC PM.pdf; LIO Future Repaint Budget.doc

Please find the updated LIO reserve budget and back up bids for HVAC PM and repainting.

Other costs were given from bid contractors over phone with reference to the 7/3 drawings and 7/17 bid submittal.

Shea Simasko  
Property Manager

-----Original Message-----

From: Mark Pfeffer  
Sent: Wednesday, September 04, 2013 3:26 PM  
To: Nola Cedergreen; Mike Buller; Doc Crouse  
Cc: Shea C. Simasko; Bob O'Neill  
Subject: RE: Lessor reserves for costs.

Thanks Nola

Here you go.

Mark Pfeffer

PFEFFER DEVELOPMENT, LLC  
425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644 | f 907.646.4655 |

Cell Phone  
907 317 5030

-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Wednesday, September 04, 2013 3:23 PM  
To: Mark Pfeffer; Mike Buller; Doc Crouse  
Cc: Shea C. Simasko; Bob O'Neill  
Subject: RE: Lessor reserves for costs.

Whoops. No attachment.

---

From: Mark Pfeffer [MPfeffer@PfefferDevelopment.com]  
Sent: Wednesday, September 04, 2013 11:16 AM  
To: Nola Cedergreen; Mike Buller; Doc Crouse

Cc: Shea C. Simasko; Bob O'Neill  
Subject: Lessor reserves for costs.

Mike/Doc/Nola

Attached is our first pass at a 10 year budget for landlord required reserves for the modified NNN concept.

Specifically the yellow highlighted cells require more input from various subcontractors.

But I want to get this out to you so that you could start to get a sense of where this is headed.

This would also be very relevant to the appraiser.

Question or Comments on format or content?

Please standby for an update to follow

Mark Pfeffer

PFEFFER DEVELOPMENT, LLC  
425 G Street, Suite 210 | Anchorage, Alaska 99501  
p 907 646 4644 | f 907.646.4655 |

Cell Phone  
907 317 5030

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---

**From:** Nola Cedergreen  
**Sent:** Wednesday, September 11, 2013 1:29 PM  
**To:** Rep.Mike.Hawker@akleg.gov; Pamela.Varni@akleg.gov; laa.legal@akleg.gov  
**Cc:** dwm@anchorlaw.com; mpfeffer@pfefferdevelopment.com; Mike Buller; Doc Crouse  
**Subject:** Updated Exhibit B  
**Attachments:** Exhibit B 09112013.pdf

I have updated the lease agreement to reflect the information/edits forwarded by Representative Hawker and Pam this morning and will be sending another draft (hopefully the final draft) your way as soon as we have resolved some issues that Mr. McClintock and Mr. Gardner are working with.

Thank-you for your continued review/careful reads of the draft documents. Re: the formatting ... each time we pass a draft version back and forth the formatting "blows up" a bit ... different folks work with the document using different versions of Word. When we get to the "real final" I will change the document to a .pdf for signature.

---

**From:** Nola Cedergreen  
**Sent:** Wednesday, September 11, 2013 1:43 PM  
**To:** dwm@anchorlaw.com  
**Subject:** Almost clean copy ...  
**Attachments:** ANC LIO Extension Version 09112013 A&M LAA.docx

Here you go.

---

**From:** Nola Cedergreen  
**Sent:** Wednesday, September 11, 2013 1:31 PM  
**To:** dwm@anchorlaw.com  
**Subject:** RE: Version for your review only ...

Sure.

Sent from my Verizon Wireless 4G LTE Smartphone

----- Original message -----

**From:** "Donald W. McClintock" <dwm@anchorlaw.com>  
**Date:** 09/11/2013 2:25 PM (GMT-08:00)  
**To:** Nola Cedergreen <ncedergr@ahfc.us>, laa.legal@akleg.gov  
**Subject:** RE: Version for your review only ...

Nola,

In 1b, there is a double "of the" Can you fix that take out all of the yellow except 1(d) and send back? I will then do a compare.

Thanks  
Don

Donald W. McClintock  
Ashburn & Mason, P.C.  
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**From:** Nola Cedergreen [<mailto:ncedergr@ahfc.us>]  
**Sent:** Wednesday, September 11, 2013 12:43 PM

To: Donald W. McClintock; laa.legal@akleg.gov  
Subject: Version for your review only ...

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Good news ... not much yellow/unfinished business. I will hold this version until I hear more from Doug.

Thanks.

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**From:** Donald W. McClintock <dwm@anchorlaw.com>  
**Sent:** Wednesday, September 11, 2013 1:58 PM  
**To:** Nola Cedergreen  
**Cc:** laa.legal@akleg.gov; Heidi A. Wyckoff  
**Subject:** RE: Almost clean copy ...  
**Attachments:** compare Draft reviewed on 9-10 teleconference to 9-11 version (00150153).docx; ANC LIO Extension Version 09112013 A M LAA (00150152).docx

Nola,

In the event you hear from Doug that the clauses we reserved this morning are ok, you can circulate your clean draft along with this comparison which shows cumulative changes since the group review of the draft yesterday.

I think we can also say it is in final form except only the lease rate and the 1(d) escalation issue.

Thanks for your fast and hard work. We are getting there!

Don

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To: Donald W. McClintock  
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Here you go.

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Sent: Wednesday, September 11, 2013 1:31 PM  
To: dwm@anchorlaw.com  
Subject: RE: Version for your review only ...

Sure.

Sent from my Verizon Wireless 4G LTE Smartphone

----- Original message -----

From: "Donald W. McClintock" <dwm@anchorlaw.com>  
Date: 09/11/2013 2:25 PM (GMT-08:00)  
To: Nola Cedergreen <ncedergr@ahfc.us>, laa.legal@akleg.gov  
Subject: RE: Version for your review only ...

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To: Donald W. McClintock; [laa.legal@akleg.gov](mailto:laa.legal@akleg.gov)  
Subject: Version for your review only ...

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Thanks.

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---

**From:** LAA Legal <LAA.Legal@akleg.gov>  
**Sent:** Wednesday, September 11, 2013 3:22 PM  
**To:** 'Donald W. McClintock'; Nola Cedergreen  
**Subject:** Proposed insertions  
**Attachments:** 13-088plm.pdf

Don and Nola,

Here are my proposed changes regarding the effective dates of the extension/amendments, and also proposed language for Sec. 3 (see attached 2-page .pdf document). I am still awaiting a response from Mr. Lowe, so I may need to make additional suggested changes. Please hold the next draft until then.

Doug Gardner  
Legal Services Director  
LAA

*Sent by:*  
*MaryEllen Duffy*  
*Special Assistant*  
*LAA Legal Services*  
*907-465-6651 direct*  
*907-465-2029 fax*  
*MaryEllen.Duffy@akleg.gov*

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---

**From:** Nola Cedergreen  
**Sent:** Wednesday, September 11, 2013 4:07 PM  
**To:** [dwm@anchorlaw.com](mailto:dwm@anchorlaw.com)  
**Subject:** Fwd: Proposed insertions  
**Attachments:** 13-088plm.pdf

Are you good with the proposed changes?

Sent from my Verizon Wireless 4G LTE Smartphone

----- Original message -----

**From:** LAA Legal <[LAA.Legal@akleg.gov](mailto:LAA.Legal@akleg.gov)>  
**Date:** 09/11/2013 4:21 PM (GMT-08:00)  
**To:** "Donald W. McClintock" <[dwm@anchorlaw.com](mailto:dwm@anchorlaw.com)>, Nola Cedergreen <[ncedergr@ahfc.us](mailto:ncedergr@ahfc.us)>  
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Doug Gardner  
Legal Services Director  
LAA

*Sent by:*  
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*Special Assistant*  
*LAA Legal Services*  
*907-465-6651 direct*  
*907-465-2029 fax*  
*[MaryEllen.Duffy@akleg.gov](mailto:MaryEllen.Duffy@akleg.gov)*

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---

**From:** Donald W. McClintock <dwm@anchorlaw.com>  
**Sent:** Wednesday, September 11, 2013 4:10 PM  
**To:** Nola Cedergreen  
**Subject:** RE: Proposed insertions

No problem with page 2. Still noodling the second paragraph in page 1 and why it is so important to be worded just so. Unfortunately, I have to run to my meeting. So I would not add it to the draft yet. The good news is I think he has staked his ground so we may be there.

Don

Donald W. McClintock  
Ashburn & Mason, P.C.  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
(907) 276-4331 (voice)  
(907) 277-8235 (fax)  
www.anchorlaw.com

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-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Wednesday, September 11, 2013 4:07 PM  
To: Donald W. McClintock  
Subject: Fwd: Proposed insertions

Are you good with the proposed changes?

Sent from my Verizon Wireless 4G LTE Smartphone

----- Original message -----

From: LAA Legal <LAA.Legal@akleg.gov>  
Date: 09/11/2013 4:21 PM (GMT-08:00)  
To: "'Donald W. McClintock'" <dwm@anchorlaw.com>, Nola Cedergreen <ncedergr@ahfc.us>  
Subject: Proposed insertions

Don and Nola,

Here are my proposed changes regarding the effective dates of the extension/amendments, and also proposed language for Sec. 3 (see attached 2-page .pdf document). I am still awaiting a response from Mr. Lowe, so I may need to make additional suggested changes. Please hold the next draft until then.

Doug Gardner  
Legal Services Director  
LAA

Sent by:  
MaryEllen Duffy  
Special Assistant  
LAA Legal Services  
907-465-6651 direct  
907-465-2029 fax  
MaryEllen.Duffy@akleg.gov

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**From:** Donald W. McClintock <dwm@anchorlaw.com>  
**Sent:** Wednesday, September 11, 2013 7:21 PM  
**To:** Nola Cedergreen  
**Subject:** RE: Proposed insertions

Nola,

You might ask Mike Buller where Tim Lowe is on Doug's questions. I think I want to get confirmation that Doug is good before confirming.

Don

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---

**From:** Nola Cedergreen  
**Sent:** Wednesday, September 11, 2013 8:14 PM  
**To:** Donald W. McClintock  
**Subject:** RE: Proposed insertions

Good advice. Will do.

---

From: Donald W. McClintock [dwm@anchorlaw.com]  
Sent: Wednesday, September 11, 2013 7:20 PM  
To: Nola Cedergreen  
Subject: RE: Proposed insertions

Nola,

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---

**From:** Nola Cedergreen  
**Sent:** Wednesday, September 11, 2013 8:18 PM  
**To:** Mike Buller  
**Cc:** Rep.Mike.Hawker@akleg.gov  
**Subject:** Information for Doug Gardner

Hi,

I teleconferenced with Doug Gardner and Don McClintock this afternoon and Doug indicated that he is waiting on some information from the expert who is preparing the financial analysis of the proposed transaction. I'm guessing it may be related to the May 31, 2024 lease expiration date.

We can wrap up the lease as soon as Doug gets his question(s) answered. Do you know if Tim has been able to respond to Doug's questions?

Nola

---

**From:** Rep. Mike Hawker <Rep.Mike.Hawker@akleg.gov>  
**Sent:** Wednesday, September 11, 2013 8:23 PM  
**To:** Nola Cedergreen  
**Cc:** Mike Buller  
**Subject:** Re: Information for Doug Gardner

I'm pretty sure this has been worked out, as stupid as it is. Doug will get what he wants very soon. Mike

On Sep 11, 2013, at 8:18 PM, "Nola Cedergreen" <ncedergr@ahfc.us> wrote:

> Hi,  
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> I teleconferenced with Doug Gardner and Don McClintock this afternoon and Doug indicated that he is waiting on some information from the expert who is preparing the financial analysis of the proposed transaction. I'm guessing it may be related to the May 31, 2024 lease expiration date.  
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---

**From:** Rep. Mike Hawker <Rep.Mike.Hawker@akleg.gov>  
**Sent:** Thursday, September 12, 2013 6:06 AM  
**To:** Nola Cedergreen; Mike Buller; Juli Lucky; Pamela Varni  
**Subject:** Fwd: revised Exhibit C  
**Attachments:** 13-087plm.doc; ATT00001.htm

I am comfortable with this, but would like you to look it over.

Any suggestions?

Mike

Begin forwarded message:

**From:** LAA Legal <[LAA.Legal@akleg.gov](mailto:LAA.Legal@akleg.gov)>  
**Date:** September 11, 2013, 2:51:15 PM AKDT  
**To:** "Rep. Mike Hawker" <[Rep.Mike.Hawker@akleg.gov](mailto:Rep.Mike.Hawker@akleg.gov)>  
**Subject:** revised Exhibit C

Representative Hawker,  
Attached is a revised version of Exhibit C. Our revisions make clear that modifications to the lease are being made to both add 712 West Fourth Avenue, and changes necessary to accommodate renovations of the premises. Please make changes as you see fit. My suggestion is that this document remain an attorney-client work-product until you sign it. Let me know if you need more.

Doug Gardner  
Legal Services Director  
Legislative Affairs Agency

*Sent by:*  
*MaryEllen Duffy*  
*Special Assistant*  
*LAA Legal Services*  
*907-465-6651 direct*  
*907-465-2029 fax*  
[MaryEllen.Duffy@akleg.gov](mailto:MaryEllen.Duffy@akleg.gov)

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---

**From:** Rep. Mike Hawker <Rep.Mike.Hawker@akleg.gov>  
**Sent:** Thursday, September 12, 2013 7:16 AM  
**To:** Nola Cedergreen; Mike Buller; Juli Lucky; Pamela Varni  
**Cc:** LAA Legal  
**Attachments:** ExhibitC.mch.doc

After giving it more thought, I suggest the additional language in this revised draft Exhibit C to provide a bit more clarification on background, strengthen our procurement position, and document notification to the legislature. The edits are in a couple of layers, but I left them so all could see.

Mike

---

**From:** Nola Cedergreen  
**Sent:** Thursday, September 12, 2013 8:04 AM  
**To:** Rep. Mike Hawker  
**Subject:** Exhibit C  
**Attachments:** ExhibitC.mch 09122013 comments NC.doc

Just a couple of minor points for your consideration ... in red.

---

**From:** Rep. Mike Hawker [Rep.Mike.Hawker@akleg.gov]  
**Sent:** Thursday, September 12, 2013 7:16 AM  
**To:** Nola Cedergreen; Mike Buller; Juli Lucky; Pamela Varni  
**Cc:** LAA Legal  
**Subject:**

After giving it more thought, I suggest the additional language in this revised draft Exhibit C to provide a bit more clarification on background, strengthen our procurement position, and document notification to the legislature. The edits are in a couple of layers, but I left them so all could see.

Mike

---

**From:** Rep. Mike Hawker <Rep.Mike.Hawker@akleg.gov>  
**Sent:** Thursday, September 12, 2013 8:31 AM  
**To:** Nola Cedergreen  
**Subject:** RE: Exhibit C

Good calls. I will incorporate

Mike

-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Thursday, September 12, 2013 8:04 AM  
To: Rep. Mike Hawker  
Subject: Exhibit C

Just a couple of minor points for your consideration ... in red.

---

From: Rep. Mike Hawker [Rep.Mike.Hawker@akleg.gov]  
Sent: Thursday, September 12, 2013 7:16 AM  
To: Nola Cedergreen; Mike Buller; Juli Lucky; Pamela Varni  
Cc: LAA Legal  
Subject:

After giving it more thought, I suggest the additional language in this revised draft Exhibit C to provide a bit more clarification on background, strengthen our procurement position, and document notification to the legislature. The edits are in a couple of layers, but I left them so all could see.

Mike

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---

**From:** Rep. Mike Hawker <Rep.Mike.Hawker@akleg.gov>  
**Sent:** Thursday, September 12, 2013 8:47 AM  
**To:** Nola Cedergreen; Mike Buller; Juli Lucky; Pamela Varni; LAA Legal  
**Subject:** Further edits by Nola and a second addition by hawker  
**Attachments:** ExhibitC mch 09122013 comments NC mch2.doc

This is growing and getting better each time. More descriptive of issues and process.

---

**From:** Donald W. McClintock <dwm@anchorlaw.com>  
**Sent:** Thursday, September 12, 2013 10:48 AM  
**To:** 'LAA Legal'; Nola Cedergreen  
**Subject:** RE: Proposed insertions  
**Attachments:** 13-088plm.pdf

Doug,

Have you heard back from Lowe yet? I am curious if this is the final form of your edits.

Don

**Donald W. McClintock**  
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1227 W. 9th Ave. Ste. 200  
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**From:** LAA Legal [mailto:LAA.Legal@akleg.gov]  
**Sent:** Wednesday, September 11, 2013 3:22 PM  
**To:** Donald W. McClintock; 'Nola Cedergreen'  
**Subject:** Proposed insertions

Don and Nola,

Here are my proposed changes regarding the effective dates of the extension/amendments, and also proposed language for Sec. 3 (see attached 2-page .pdf document). I am still awaiting a response from Mr. Lowe, so I may need to make additional suggested changes. Please hold the next draft until then.

Doug Gardner  
Legal Services Director  
LAA

*Sent by:*  
*MaryEllen Duffy*  
*Special Assistant*  
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*907-465-6651 direct*  
*907-465-2029 fax*  
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---

**From:** Nola Cedergreen  
**Sent:** Thursday, September 12, 2013 11:55 AM  
**To:** dwm@anchorlaw.com  
**Subject:** FW: Information for Doug Gardner

This is what I know ...

No response from Mike Buller yet.

---

From: Rep. Mike Hawker [Rep.Mike.Hawker@akleg.gov]  
Sent: Wednesday, September 11, 2013 8:22 PM  
To: Nola Cedergreen  
Cc: Mike Buller  
Subject: Re: Information for Doug Gardner

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**From:** LAA Legal <LAA.Legal@akleg.gov>  
**Sent:** Thursday, September 12, 2013 12:00 PM  
**To:** 'Donald W. McClintock'; Nola Cedergreen; Rep. Mike Hawker; Mike Buller; Pamela Varni  
**Subject:** RE: Proposed insertions

After reviewing Mr. Lowe's e-mails of Sept. 9<sup>th</sup> and Sept. 11<sup>th</sup>, I am satisfied that a lease extension date of June 1, 2013, is consistent with the requirements of AS 36.30.083 and the commercial realities of lease extension transactions summarized in Mr. Lowe's e-mail.

I remove my objection regarding this issue, which I voiced during the teleconference on June 10, 2013. Nola, Don, and I still need to complete edits on page 2 and on page 6, sec. 3, which should be completed today.

Doug Gardner, Director  
LAA Legal Services

*Sent by:*  
*MaryEllen Duffy*  
*Special Assistant*  
*LAA Legal Services*  
*907-465-6651 direct*  
*907-465-2029 fax*  
[MaryEllen.Duffy@akleg.gov](mailto:MaryEllen.Duffy@akleg.gov)

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**From:** Donald W. McClintock [<mailto:dwm@anchorlaw.com>]  
**Sent:** Thursday, September 12, 2013 10:48 AM  
**To:** LAA Legal; 'Nola Cedergreen'  
**Subject:** RE: Proposed insertions

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**From:** LAA Legal [<mailto:LAA.Legal@akleg.gov>]

**Sent:** Wednesday, September 11, 2013 3:22 PM

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**Subject:** Proposed insertions

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Legal Services Director

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---

**From:** Nola Cedergreen  
**Sent:** Thursday, September 12, 2013 12:11 PM  
**To:** dwm@anchorlaw.com; laa.legal@akleg.gov  
**Subject:** FW: Proposed insertions

Please let me know if you are both in agreement with the proposed edits. If so, I will make the changes and re-name the document before distribution.

Thanks.

---

**From:** LAA Legal [LAA.Legal@akleg.gov]  
**Sent:** Thursday, September 12, 2013 12:00 PM  
**To:** 'Donald W. McClintock'; Nola Cedergreen; Rep. Mike Hawker; Mike Buller; Pamela Varni  
**Subject:** RE: Proposed insertions

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LAA Legal Services

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**Subject:** Proposed insertions

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Legal Services Director

LAA

*Sent by:*

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[MaryEllen.Duffy@akleg.gov](mailto:MaryEllen.Duffy@akleg.gov)

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**From:** Donald W. McClintock <dwm@anchorlaw.com>  
**Sent:** Thursday, September 12, 2013 12:15 PM  
**To:** 'LAA Legal'; Nola Cedergreen; Rep. Mike Hawker; Mike Buller; Pamela Varni  
**Cc:** 'Mark Pfeffer'; Heidi A. Wyckoff  
**Subject:** RE: Proposed insertions  
**Attachments:** 13-088plm.pdf

Doug and Nola,

Excellent. The changes Doug proposed as attached are fine; Nola if you want to run this as a penultimate final, that would be appreciated. No need to run in tracked changes or yellow line; I can run a comparison for anyone who wants to see the cumulative changes. A clean version should help avoid the formatting issues that have arisen in the past.

The only remaining inserts I believe are price ( 2 places) and the escalation paragraph 1(d).

Don

**Donald W. McClintock**  
**Ashburn & Mason, P.C.**  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
(907) 276-4331 (voice)  
(907) 277-8235 (fax)  
[www.anchorlaw.com](http://www.anchorlaw.com)

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---

**From:** LAA Legal [mailto:LAA.Legal@akleg.gov]  
**Sent:** Thursday, September 12, 2013 12:00 PM  
**To:** Donald W. McClintock; 'Nola Cedergreen'; Rep. Mike Hawker; mbuller@ahfc.us; Pamela Varni  
**Subject:** RE: Proposed insertions

After reviewing Mr. Lowe's e-mails of Sept. 9<sup>th</sup> and Sept. 11<sup>th</sup>, I am satisfied that a lease extension date of June 1, 2013, is consistent with the requirements of AS 36.30.083 and the commercial realities of lease extension transactions summarized in Mr. Lowe's e-mail.

I remove my objection regarding this issue, which I voiced during the teleconference on June 10, 2013. Nola, Don, and I still need to complete edits on page 2 and on page 6, sec. 3, which should be completed today.

Doug Gardner, Director  
LAA Legal Services

*Sent by:*  
*MaryEllen Duffy*  
*Special Assistant*  
*LAA Legal Services*

907-465-6651 direct  
907-465-2029 fax  
[MaryEllen.Duffy@akleg.gov](mailto:MaryEllen.Duffy@akleg.gov)

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---

**From:** Donald W. McClintock [<mailto:dwm@anchorlaw.com>]  
**Sent:** Thursday, September 12, 2013 10:48 AM  
**To:** LAA Legal; 'Nola Cedergreen'  
**Subject:** RE: Proposed insertions

Doug,

Have you heard back from Lowe yet? I am curious if this is the final form of your edits.

Don

**Donald W. McClintock**

**Ashburn & Mason, P.C.**

1227 W. 9th Ave. Ste. 200

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**From:** LAA Legal [<mailto:LAA.Legal@akleg.gov>]  
**Sent:** Wednesday, September 11, 2013 3:22 PM  
**To:** Donald W. McClintock; 'Nola Cedergreen'  
**Subject:** Proposed insertions

Don and Nola,

Here are my proposed changes regarding the effective dates of the extension/amendments, and also proposed language for Sec. 3 (see attached 2-page .pdf document). I am still awaiting a response from Mr. Lowe, so I may need to make additional suggested changes. Please hold the next draft until then.

Doug Gardner

Legal Services Director

LAA

*Sent by:*

*MaryEllen Duffy*

*Special Assistant*

*LAA Legal Services*

*907-465-6651 direct*

*907-465-2029 fax*

[MaryEllen.Duffy@akleg.gov](mailto:MaryEllen.Duffy@akleg.gov)

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---

**From:** Rep. Mike Hawker <Rep.Mike.Hawker@akleg.gov>  
**Sent:** Thursday, September 12, 2013 12:28 PM  
**To:** Donald W. McClintock; LAA Legal; Nola Cedergreen; Mike Buller; Pamela Varni  
**Cc:** 'Mark Pfeffer'; Heidi A. Wyckoff  
**Subject:** RE: Proposed insertions

Looking good to me..... Thanks all for your patience.

---

**From:** Donald W. McClintock [mailto:dwm@anchorlaw.com]  
**Sent:** Thursday, September 12, 2013 12:15 PM  
**To:** LAA Legal; 'Nola Cedergreen'; Rep. Mike Hawker; mbuller@ahfc.us; Pamela Varni  
**Cc:** 'Mark Pfeffer'; Heidi A. Wyckoff  
**Subject:** RE: Proposed insertions

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**From:** LAA Legal [<mailto:LAA.Legal@akleg.gov>]

**Sent:** Thursday, September 12, 2013 12:00 PM

**To:** Donald W. McClintock; 'Nola Cedergreen'; Rep. Mike Hawker; [mbuller@ahfc.us](mailto:mbuller@ahfc.us); Pamela Varni

**Subject:** RE: Proposed insertions

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Doug Gardner, Director

LAA Legal Services

*Sent by:*

*MaryEllen Duffy*

*Special Assistant*

*LAA Legal Services*

*907-465-6651 direct*

*907-465-2029 fax*

[MaryEllen.Duffy@akleg.gov](mailto:MaryEllen.Duffy@akleg.gov)

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**From:** Donald W. McClintock [<mailto:dwm@anchorlaw.com>]  
**Sent:** Thursday, September 12, 2013 10:48 AM  
**To:** LAA Legal; 'Nola Cedergreen'  
**Subject:** RE: Proposed insertions

Doug,

Have you heard back from Lowe yet? I am curious if this is the final form of your edits.

Don

**Donald W. McClintock**

**Ashburn & Mason, P.C.**

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**From:** LAA Legal [<mailto:LAA.Legal@akleg.gov>]  
**Sent:** Wednesday, September 11, 2013 3:22 PM  
**To:** Donald W. McClintock; 'Nola Cedergreen'  
**Subject:** Proposed insertions

Don and Nola,

Here are my proposed changes regarding the effective dates of the extension/amendments, and also proposed language for Sec. 3 (see attached 2-page .pdf document). I am still awaiting a response from Mr. Lowe, so I may need to make additional suggested changes. Please hold the next draft until then.

Doug Gardner

Legal Services Director

LAA

*Sent by:*

*MaryEllen Duffy*

*Special Assistant*

*LAA Legal Services*

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[MaryEllen.Duffy@akleg.gov](mailto:MaryEllen.Duffy@akleg.gov)

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message, you are hereby notified that disclosing, disseminating, or copying this message or any attachments to it is prohibited. Thank you.

---

**From:** LAA Legal <LAA.Legal@akleg.gov>  
**Sent:** Thursday, September 12, 2013 12:28 PM  
**To:** Nola Cedergreen; dwm@anchorlaw.com; Mike Buller; Pamela Varni; Rep. Mike Hawker  
**Subject:** RE: Proposed insertions

We noticed that the lease extension date should be June 1, 2014 (not 2013). Please make that correction.  
Thank you,  
Doug Gardner

Sent by:  
MaryEllen Duffy  
Special Assistant  
LAA Legal Services  
907-465-6651 direct  
907-465-2029 fax  
MaryEllen.Duffy@akleg.gov

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-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Thursday, September 12, 2013 12:11 PM  
To: dwm@anchorlaw.com; LAA Legal  
Subject: FW: Proposed insertions

Please let me know if you are both in agreement with the proposed edits. If so, I will make the changes and re-name the document before distribution.

Thanks.

---

From: LAA Legal [LAA.Legal@akleg.gov]  
Sent: Thursday, September 12, 2013 12:00 PM  
To: 'Donald W. McClintock'; Nola Cedergreen; Rep. Mike Hawker; Mike Buller; Pamela Varni  
Subject: RE: Proposed insertions

After reviewing Mr. Lowe's e-mails of Sept. 9th and Sept. 11th, I am satisfied that a lease extension date of June 1, 2013, is consistent with the requirements of AS 36.30.083 and the commercial realities of lease extension transactions summarized in Mr. Lowe's e-mail.

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Doug Gardner, Director  
LAA Legal Services

Sent by:  
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Special Assistant  
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907-465-6651 direct  
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From: Donald W. McClintock [mailto:dwm@anchorlaw.com]  
Sent: Thursday, September 12, 2013 10:48 AM  
To: LAA Legal; 'Nola Cedergreen'  
Subject: RE: Proposed insertions

Doug,

Have you heard back from Lowe yet? I am curious if this is the final form of your edits.

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Legal Services Director

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---

**From:** Nola Cedergreen  
**Sent:** Thursday, September 12, 2013 12:51 PM  
**To:** dwm@anchorlaw.com; laa.legal@akleg.gov  
**Subject:** September 12 version LIO Lease  
**Attachments:** ANC LIO Lease Version 09122013 Final Form A&M LAA.docx

Please .... one last quick check by you two before I send this to the masses.

Thanks.

---

**From:** Donald W. McClintock <dwm@anchorlaw.com>  
**Sent:** Thursday, September 12, 2013 1:28 PM  
**To:** Nola Cedergreen  
**Subject:** RE: September 12 version LIO Lease

Will do. Keep getting interrupted. Small nits so far.

Donald W. McClintock  
Ashburn & Mason, P.C.  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
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-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Thursday, September 12, 2013 12:51 PM  
To: Donald W. McClintock; laa.legal@akleg.gov  
Subject: September 12 version LIO Lease

Please .... one last quick check by you two before I send this to the masses.

Thanks.

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---

**From:** Donald W. McClintock <dwm@anchorlaw.com>  
**Sent:** Thursday, September 12, 2013 1:51 PM  
**To:** Nola Cedergreen; laa.legal@akleg.gov  
**Cc:** Heidi A. Wyckoff  
**Subject:** RE: September 12 version LIO Lease  
**Attachments:** ANC LIO Lease Version 09122013 Final Form A M LAA (00150449-2).docx

Nola,

Some extremely small edits as to style in tracked changes form. Otherwise it looks good. Let me know if you want me to run a comparison and to what version.

One stylistic issue I did not change: where "A" is at the end of the sentence, we have periods outside the quotes. I think convention is to put it inside the quotes. But I do not really care and we are consistent. I am happy to let you be the final arbiter of that weighty matter of *Strunk and White*.

Thanks  
Don

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From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Thursday, September 12, 2013 12:51 PM  
To: Donald W. McClintock; laa.legal@akleg.gov  
Subject: September 12 version LIO Lease

Please .... one last quick check by you two before I send this to the masses.

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---

**From:** Nola Cedergreen  
**Sent:** Thursday, September 12, 2013 2:34 PM  
**To:** Rep.Mike.Hawker@akleg.gov; Pamela.Varni@akleg.gov; laa.legal@akleg.gov  
**Cc:** dwm@anchorlaw.com; mpfeffer@pfefferdevelopment.com; Mike Buller; Doc Crouse; Greg Rochon  
**Subject:** Almost final LIO lease ...  
**Attachments:** ANC LIO Lease Version 09122013 Final Form A&M LAA.docx

Here you go ... the body of the lease amendment and extension is nearly final and only lacks a bit of financial information.

We are down to 21 pages in length; the "widows and orphans" and pagination will be cleaned up when the last information is ready to finalize (I've been trying to clean up the formatting and organize the sections with each draft and have decided to stop that no-value-added exercise).

Thanks to everyone who worked together to edit and improve this document.

Nola

---

**From:** Nola Cedergreen  
**Sent:** Thursday, September 12, 2013 2:36 PM  
**To:** Donald W. McClintock  
**Subject:** RE: September 12 version LIO Lease

You are right ... the period belongs inside the quotes. But, I'm ready to get this thing off and running as-is with the hope that we won't see too many more changes. This has been a marathon...

---

**From:** Donald W. McClintock [dwm@anchorlaw.com]  
**Sent:** Thursday, September 12, 2013 1:50 PM  
**To:** Nola Cedergreen; laa.legal@akleg.gov  
**Cc:** Heidi A. Wyckoff  
**Subject:** RE: September 12 version LIO Lease

Nola,

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Thanks  
Don

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**Sent:** Thursday, September 12, 2013 12:51 PM  
**To:** Donald W. McClintock; laa.legal@akleg.gov  
**Subject:** September 12 version LIO Lease

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---

**From:** Nola Cedergreen  
**Sent:** Thursday, September 12, 2013 4:08 PM  
**To:** LAA Legal; Rep. Mike Hawker; Pamela Varni  
**Cc:** dwm@anchorlaw.com; mpfeffer@pfefferdevelopment.com; Mike Buller; Doc Crouse; Greg Rochon  
**Subject:** RE: Almost final LIO lease ...

Got it. After these changes I will mark the lease portion as final w/the exception of the financial information and will delete all of my previous versions of the document.

---

From: LAA Legal [LAA.Legal@akleg.gov]  
Sent: Thursday, September 12, 2013 3:56 PM  
To: Nola Cedergreen; Rep. Mike Hawker; Pamela Varni  
Cc: dwm@anchorlaw.com; mpfeffer@pfefferdevelopment.com; Mike Buller; Doc Crouse; Greg Rochon  
Subject: RE: Almost final LIO lease ...

Nola,  
I have the following final comments:

p. 1; The language indented that describes the premises as set out in the current lease does not reference "and exclusive use of all parking within the adjacent parking facility."

What the lease currently provides following State of Alaska, is "and eighty-six (86) reserved off-street parking places."

p. 1; Please insert the following in Whereas #2, following "chairman":  
to negotiate all the terms and conditions necessary to extend Lease 2004-024411-0 pursuant to AS 36.30.083(a),  
and,

p. 5, sec. 3, third paragraph; Should read: "Invoices, unless disapproved, shall be . . . "

p. 5, sec. 3; "acquisition" is misspelled.

p. 16, sec. 39; There is a missing quotation mark after the ellipses.

p. 19, sec. 51; replace "This" at the beginning of the section with "The Lease,"  
Correct punctuation and other language accordingly.

Nola - please delete the document identifier 13-065.plm on the last page, as it is no longer relevant.

Thank you,  
Doug Gardner  
LAA Legal Services

Sent by:  
MaryEllen Duffy  
Special Assistant  
LAA Legal Services  
907-465-6651 direct



907-465-2029 fax  
MaryEllen.Duffy@akleg.gov

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Sent: Thursday, September 12, 2013 2:34 PM  
To: Rep. Mike Hawker; Pamela Varni; LAA Legal  
Cc: dwm@anchorlaw.com; mpfeffer@pfefferdevelopment.com; Mike Buller; Doc Crouse; Greg Rochon  
Subject: Almost final LIO lease ...

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Thanks to everyone who worked together to edit and improve this document.

Nola

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---

**From:** Rep. Mike Hawker <Rep.Mike.Hawker@akleg.gov>  
**Sent:** Thursday, September 12, 2013 4:12 PM  
**To:** Pamela Varni; LAA Legal; Juli Lucky  
**Cc:** Mike Buller; Nola Cedergreen  
**Subject:** ExhibitC finalmch.rd.doc - the real final  
**Attachments:** ExhibitC finalmch.rd.doc

I propose that the attached document be the final Exhibit C finding (once changes are accepted). It incorporates everyone's comments – substantive and syntactic. Let me know what you think.

Mike

---

**From:** Nola Cedergreen  
**Sent:** Thursday, September 12, 2013 4:33 PM  
**To:** laa.legal@akleg.gov; Rep.Mike.Hawker@akleg.gov; Pamela.Varni@akleg.gov  
**Cc:** dwm@anchorlaw.com; mpfeffer@pfefferdevelopment.com; Mike Buller; Doc Crouse; Greg Rochon  
**Subject:** Final LIO Lease pending financial info ...  
**Attachments:** FINAL LIO Lease Version 09122013 needs financial info.docx

Yep, I put the "final" tag on it. Here you go.

---

From: Nola Cedergreen  
Sent: Thursday, September 12, 2013 4:07 PM  
To: LAA Legal; Rep. Mike Hawker; Pamela Varni  
Cc: dwm@anchorlaw.com; mpfeffer@pfefferdevelopment.com; Mike Buller; Doc Crouse; Greg Rochon  
Subject: RE: Almost final LIO lease ...

Got it. After these changes I will mark the lease portion as final w/the exception of the financial information and will delete all of my previous versions of the document.

---

From: LAA Legal [LAA.Legal@akleg.gov]  
Sent: Thursday, September 12, 2013 3:56 PM  
To: Nola Cedergreen; Rep. Mike Hawker; Pamela Varni  
Cc: dwm@anchorlaw.com; mpfeffer@pfefferdevelopment.com; Mike Buller; Doc Crouse; Greg Rochon  
Subject: RE: Almost final LIO lease ...

Nola,  
I have the following final comments:

p. 1; The language indented that describes the premises as set out in the current lease does not reference "and exclusive use of all parking within the adjacent parking facility."

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and,

p. 5, sec. 3, third paragraph; Should read: "Invoices, unless disapproved, shall be . . . "

p. 5, sec. 3; "acquisition" is misspelled.

p. 16, sec. 39; There is a missing quotation mark after the ellipses.

p. 19, sec. 51; replace "This" at the beginning of the section with "The Lease,"  
Correct punctuation and other language accordingly.

Nola - please delete the document identifier 13-065.plm on the last page, as it is no longer relevant.

Thank you,  
Doug Gardner  
LAA Legal Services

Sent by:  
MaryEllen Duffy  
Special Assistant  
LAA Legal Services  
907-465-6651 direct  
907-465-2029 fax  
MaryEllen.Duffy@akleg.gov

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-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Thursday, September 12, 2013 2:34 PM  
To: Rep. Mike Hawker; Pamela Varni; LAA Legal  
Cc: dwm@anchorlaw.com; mpfeffer@pfefferdevelopment.com; Mike Buller; Doc Crouse; Greg Rochon  
Subject: Almost final LIO lease ...

Here you go ... the body of the lease amendment and extension is nearly final and only lacks a bit of financial information.

We are down to 21 pages in length; the "widows and orphans" and pagination will be cleaned up when the last information is ready to finalize (I've been trying to clean up the formatting and organize the sections with each draft and have decided to stop that no-value-added exercise).

Thanks to everyone who worked together to edit and improve this document.

Nola

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---

**From:** Nola Cedergreen  
**Sent:** Thursday, September 12, 2013 4:39 PM  
**To:** Rep. Mike Hawker  
**Subject:** RE: ExhibitC finalmch.rd.doc - the real final

Looks good to me.

---

**From:** Rep. Mike Hawker [Rep.Mike.Hawker@akleg.gov]  
**Sent:** Thursday, September 12, 2013 4:11 PM  
**To:** Pamela Varni; LAA Legal; Juli Lucky  
**Cc:** Mike Buller; Nola Cedergreen  
**Subject:** ExhibitC finalmch.rd.doc - the real final

I propose that the attached document be the final Exhibit C finding (once changes are accepted). It incorporates everyone's comments – substantive and syntactic. Let me know what you think.

Mike

---

**From:** Donald W. McClintock <dwm@anchorlaw.com>  
**Sent:** Thursday, September 12, 2013 6:34 PM  
**To:** Nola Cedergreen; laa.legal@akleg.gov; Rep.Mike.Hawker@akleg.gov; Pamela.Varni@akleg.gov  
**Cc:** mpfeffer@pfefferdevelopment.com; Mike Buller; Doc Crouse; Greg Rochon; Heidi A. Wyckoff  
**Subject:** RE: Final LIO Lease pending financial info ...  
**Attachments:** FINAL LIO Lease Version 09122013 needs financial info.docx

Thanks Nola; I am happy to cede editorial control to you for the clean-up stylistic nits; the substance of the lease looks good to the lessor. We appreciate your diligent attention to this.

We are getting close to a signature version!

Don

Donald W. McClintock  
Ashburn & Mason, P.C.  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
(907) 276-4331 (voice)  
(907) 277-8235 (fax)  
www.anchorlaw.com

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From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Thursday, September 12, 2013 4:33 PM  
To: laa.legal@akleg.gov; Rep.Mike.Hawker@akleg.gov; Pamela.Varni@akleg.gov  
Cc: Donald W. McClintock; mpfeffer@pfefferdevelopment.com; Mike Buller; Doc Crouse; Greg Rochon  
Subject: Final LIO Lease pending financial info ...

Yep, I put the "final" tag on it. Here you go.

---

From: Nola Cedergreen  
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To: LAA Legal; Rep. Mike Hawker; Pamela Varni  
Cc: dwm@anchorlaw.com; mpfeffer@pfefferdevelopment.com; Mike Buller; Doc Crouse; Greg Rochon  
Subject: RE: Almost final LIO lease ...

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Sent: Thursday, September 12, 2013 3:56 PM

To: Nola Cedergreen; Rep. Mike Hawker; Pamela Varni

Cc: dwm@anchorlaw.com; mpfeffer@pfefferdevelopment.com; Mike Buller; Doc Crouse; Greg Rochon

Subject: RE: Almost final LIO lease ...

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Correct punctuation and other language accordingly.

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Thank you,

Doug Gardner

LAA Legal Services

Sent by:

MaryEllen Duffy

Special Assistant

LAA Legal Services

907-465-6651 direct

907-465-2029 fax

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To: Rep. Mike Hawker; Pamela Varni; LAA Legal  
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---

**From:** Nola Cedergreen  
**Sent:** Friday, September 13, 2013 9:22 AM  
**To:** Rep. Mike Hawker  
**Subject:** RE: I believe this is the nit picked final document for Exhibit C  
**Attachments:** ExhibitC finalmch.rd.clean.doc

Pam is a great proofreader. I fixed a link in your footnote #2.

Sign away! Then, the signed copy can be turned into a .pdf and attached to the Lease.

We're making progress...thanks for your help.

---

**From:** Rep. Mike Hawker [Rep.Mike.Hawker@akleg.gov]  
**Sent:** Friday, September 13, 2013 9:02 AM  
**To:** Nola Cedergreen  
**Cc:** LAA Legal; Pamela Varni; Juli Lucky; Mike Buller; mpfeffer@pfefferDevelopment.com  
**Subject:** I believe this is the nit picked final document for Exhibit C

I've fixed a couple formatting and other nits Pam and I noted when accepting all the changes in the markup document. Please all take one final read, if you wish. I think we are there with this piece of the puzzle.

Thanks,

Mike

---

**From:** Donald W. McClintock <dwm@anchorlaw.com>  
**Sent:** Friday, September 13, 2013 9:44 AM  
**To:** Nola Cedergreen  
**Subject:** RE: Final LIO Lease pending financial info ...

The pleasure has been mutual. I hesitate to give it to someone else given the cascade of comments we get with each draft. But I am happy to give it one final look over before signature.

Don

Donald W. McClintock  
Ashburn & Mason, P.C.  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
(907) 276-4331 (voice)  
(907) 277-8235 (fax)  
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-----Original Message-----

**From:** Nola Cedergreen [mailto:ncedergr@ahfc.us]  
**Sent:** Friday, September 13, 2013 9:28 AM  
**To:** Donald W. McClintock  
**Subject:** RE: Final LIO Lease pending financial info ...

Hey, there is no pride in authorship with this document. After we get the financial info I will do my best to clean it up but I'm not an expert with resolving hidden formatting in Word. So ... when it's ready to finalize for signature you are welcome to pass it on to someone in your office who is a "real" word-processing expert just to make sure it's clean.

It's been good working with you.

---

**From:** Donald W. McClintock [dwm@anchorlaw.com]  
**Sent:** Thursday, September 12, 2013 6:33 PM  
**To:** Nola Cedergreen; laa.legal@akleg.gov; Rep.Mike.Hawker@akleg.gov; Pamela.Varni@akleg.gov  
**Cc:** mpfeffer@pfefferdevelopment.com; Mike Buller; Doc Crouse; Greg Rochon; Heidi A. Wyckoff  
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Cc: Donald W. McClintock; mpfeffer@pfefferdevelopment.com; Mike Buller; Doc Crouse; Greg Rochon  
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Yep, I put the "final" tag on it. Here you go.

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Sent: Thursday, September 12, 2013 3:56 PM  
To: Nola Cedergreen; Rep. Mike Hawker; Pamela Varni  
Cc: dwm@anchorlaw.com; mpfeffer@pfefferdevelopment.com; Mike Buller; Doc Crouse; Greg Rochon  
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LAA Legal Services

Sent by:  
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Sent: Thursday, September 12, 2013 2:34 PM  
To: Rep. Mike Hawker; Pamela Varni; LAA Legal  
Cc: dwm@anchorlaw.com; mpfeffer@pfefferdevelopment.com; Mike Buller; Doc Crouse; Greg Rochon  
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---

**From:** Rep. Mike Hawker <Rep.Mike.Hawker@akleg.gov>  
**Sent:** Monday, September 16, 2013 9:22 AM  
**To:** Nola Cedergreen  
**Cc:** Juli Lucky; Mike Buller  
**Subject:** Final Exhibit C - PDF of signed copy  
**Attachments:** Exhibit C Final.pdf

Juli will have the original document.

Mike

---

**From:** Mark Pfeffer <MPfeffer@PfefferDevelopment.com>  
**Sent:** Tuesday, September 17, 2013 5:04 PM  
**To:** Timothy Lowe; Mike Buller; Doc Crouse  
**Cc:** Nola Cedergreen  
**Subject:** Clean version of final budget adn lease calculation.

Gentlemen,

Attached are clean final versions of budget and lease calculation.

The new lease rate of \$247,756 assumes

- NNN,
- an escalator and
- that the Tenant pays \$7,500,000 (vs. \$7,685,000.)

I trust that Tim will do the same math that generated the “Level Rent” rate burdened with “Lessor obligations” and that would be the number inserted into the lease. The \$7,500,000 in the lease can remain the same.

**ALSO NOTE** paragraph 1.1 d) will need some wordsmithing to remove the escalation language if we go with the flat rate. I assume Nola will cover this.

All of the above work for everyone? Besides the LLC documents is there a ball in my court?

Thanks Everyone

*Mark Pfeffer*

**PFEFFER DEVELOPMENT, LLC**

425 G Street, Suite 210 | Anchorage, Alaska 99501

p 907 646 4644 | f 907.646.4655 |

**Cell Phone**

907 317 5030

---

**From:** Nola Cedergreen  
**Sent:** Wednesday, September 18, 2013 9:42 AM  
**To:** Mike Buller; mpfeffer@pfefferdevelopment.com  
**Subject:** LIO Lease Rate

Mike and I talked this morning and he indicated we would have the final numbers to insert into the Lease later today. It is my understanding that LIO prefers a flat annual lease payment as opposed to the escalator.

I still need the number for the title page ... the Lease amount for the first year.

This is what I believe a draft of Section 1.1.c.3. and Section 1.1.d. should look like ... let me know if you agree and I will send it on to the lawyers for consensus.

3. Upon final acceptance and occupancy of the renovated Premises, then the Base Monthly Rental will increase to \$247,756 per month.

d. Base Monthly Rental Adjustments

The Base Monthly Rental set forth in 1(c)(3) above shall be adjusted on July 1 of each year; beginning on July 1, 2016. The adjustment shall be 2% over the amount of the Base Monthly Rental rate paid on June 1 of the applicable year.

Lease Year	Base Monthly Rental
Date of occupancy thru 6/30/2016	\$247,756
7/1/2016 – 6/30/2017	\$252,711
7/1/2017 – 6/30/2018	\$257,765
7/1/2018 – 6/30/2019	\$262,920
7/1/2019 – 6/30/2020	\$268,179
7/1/2020 – 6/30/2021	\$273,543
7/1/2021 – 6/30/2022	\$279,013
7/1/2022 – 6/30/2023	\$284,594
7/1/2023 – 5/31/2024	\$290,286

---

**From:** Mark Pfeffer [MPfeffer@PfefferDevelopment.com]  
**Sent:** Tuesday, September 17, 2013 5:04 PM  
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p 907 646 4644 | f 907.646.4655 |

**Cell Phone**

907 317 5030

---

**From:** Nola Cedergreen  
**Sent:** Wednesday, September 18, 2013 11:12 AM  
**To:** Mike Buller; Mark Pfeffer  
**Subject:** RE: LIO Lease Rate

OK

---

From: Mike Buller  
Sent: Wednesday, September 18, 2013 10:46 AM  
To: Mark Pfeffer  
Cc: Nola Cedergreen  
Subject: Re: LIO Lease Rate

I agree. Nola I'll send you the new rate as soon as Tim sends it to me.

Sent from my iPad

On Sep 18, 2013, at 10:42 AM, "Mark Pfeffer" <MPfeffer@PfefferDevelopment.com> wrote:

> Nola  
>  
> On 1.1 c) 3 I think the language is correct but the monthly rental  
> rate amount is going to be provided by Tim Lowe. It will be a flat  
> rate but he is calculating it based on a 2% escalator factor. The  
> number will be a number that is greater than the \$247,756  
>  
> On paragraph 1.1 d). since the new monthly rate will be flat I think we can eliminate this paragraph altogether or type  
in something along the lines of "the monthly rental rate in paragraph 1.1 c) 3 shall remain flat for the full term of this  
lease extension"  
>  
> Make sense?  
>  
> Mike do you concur?  
>  
> Mark Pfeffer  
>  
> PFEFFER DEVELOPMENT, LLC  
> 425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644 |  
> f 907.646.4655 |  
>  
> Cell Phone  
> 907 317 5030  
>  
>  
> -----Original Message-----  
> From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
> Sent: Wednesday, September 18, 2013 9:42 AM  
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> Subject: LIO Lease Rate

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>

> Lease Year

>

> Base Monthly Rental

>

> Date of occupancy thru 6/30/2016

>

> \$247,756

>

> 7/1/2016 - 6/30/2017

>

> \$252,711

>

> 7/1/2017 - 6/30/2018

>

> \$257,765

>

> 7/1/2018 - 6/30/2019

>

> \$262,920

>

> 7/1/2019 - 6/30/2020

>

> \$268,179

>

> 7/1/2020 - 6/30/2021

>

> \$273,543

>

> 7/1/2021 - 6/30/2022

>

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> ALSO NOTE paragraph 1.1 d) will need some wordsmithing to remove the escalation language if we go with the flat rate. I assume Nola will cover this.  
>  
> All of the above work for everyone? Besides the LLC documents is there a ball in my court?  
>  
> Thanks Everyone  
>  
> Mark Pfeffer  
>  
> PFEFFER DEVELOPMENT, LLC  
> 425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644 |  
> f 907.646.4655 |  
>  
> Cell Phone  
> 907 317 5030  
>  
>

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---

**From:** Nola Cedergreen  
**Sent:** Wednesday, September 18, 2013 11:48 AM  
**To:** Mark Pfeffer; Mike Buller  
**Subject:** RE: LIO Lease Rate

Will this work? You don't want any confusion about the monthly rate if the Lessee should request additional renovations, more parking, or other changes that might have an impact on the monthly rate.

"d. Base Monthly Rental Adjustments

Unless otherwise amended in a writing signed by both parties, the Base Monthly Rental set forth in 1(c)(3) above shall remain the same through May 31, 2024."

---

From: Mark Pfeffer [MPfeffer@PfefferDevelopment.com]  
Sent: Wednesday, September 18, 2013 10:42 AM  
To: Nola Cedergreen; Mike Buller  
Subject: RE: LIO Lease Rate

Nola

On 1.1 c) 3 I think the language is correct but the monthly rental rate amount is going to be provided by Tim Lowe. It will be a flat rate but he is calculating it based on a 2% escalator factor. The number will be a number that is greater than the \$247,756

On paragraph 1.1 d). since the new monthly rate will be flat I think we can eliminate this paragraph altogether or type in something along the lines of "the monthly rental rate in paragraph 1.1 c) 3 shall remain flat for the full term of this lease extension"

Make sense?

Mike do you concur?

Mark Pfeffer

PFEFFER DEVELOPMENT, LLC  
425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644 | f 907.646.4655 |

Cell Phone  
907 317 5030

-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Wednesday, September 18, 2013 9:42 AM  
To: Mike Buller; Mark Pfeffer  
Subject: LIO Lease Rate

Mike and I talked this morning and he indicated we would have the final numbers to insert into the Lease later today. It is my understanding that LIO prefers a flat annual lease payment as opposed to the escalator.

I still need the number for the title page ... the Lease amount for the first year.

This is what I believe a draft of Section 1.1.c.3. and Section 1.1.d. should look like ... let me know if you agree and I will send it on to the lawyers for consensus.

3. Upon final acceptance and occupancy of the renovated Premises, then the Base Monthly Rental will increase to \$247,756 per month.

d. Base Monthly Rental Adjustments

The Base Monthly Rental set forth in 1(c)(3) above shall be adjusted on July 1 of each year; beginning on July 1, 2016. The adjustment shall be 2% over the amount of the Base Monthly Rental rate paid on June 1 of the applicable year.

Lease Year

Base Monthly Rental

Date of occupancy thru 6/30/2016

\$247,756

7/1/2016 - 6/30/2017

\$252,711

7/1/2017 - 6/30/2018

\$257,765

7/1/2018 - 6/30/2019

\$262,920

7/1/2019 - 6/30/2020

\$268,179

7/1/2020 - 6/30/2021

\$273,543

7/1/2021 - 6/30/2022

\$279,013

7/1/2022 - 6/30/2023

\$284,594

7/1/2023 - 5/31/2024

\$290,286

---

From: Mark Pfeffer [MPfeffer@PfefferDevelopment.com]  
Sent: Tuesday, September 17, 2013 5:04 PM  
To: Timothy Lowe; Mike Buller; Doc Crouse  
Cc: Nola Cedergreen  
Subject: Clean version of final budget and lease calculation.

Gentlemen,

Attached are clean final versions of budget and lease calculation.

The new lease rate of \$247,756 assumes

- . NNN,
- . an escalator and
- . that the Tenant pays \$7,500,000 (vs. \$7,685,000.)

I trust that Tim will do the same math that generated the "Level Rent" rate burdened with "Lessor obligations" and that would be the number inserted into the lease. The \$7,500,000 in the lease can remain the same.

ALSO NOTE paragraph 1.1 d) will need some wordsmithing to remove the escalation language if we go with the flat rate. I assume Nola will cover this.

All of the above work for everyone? Besides the LLC documents is there a ball in my court?

Thanks Everyone

Mark Pfeffer

PFEFFER DEVELOPMENT, LLC  
425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644 | f 907.646.4655 |

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---

**From:** Mike Buller  
**Sent:** Wednesday, September 18, 2013 11:50 AM  
**To:** Nola Cedergreen  
**Cc:** Mark Pfeffer  
**Subject:** Re: LIO Lease Rate

Works for me. Just received the rents from Tim. Will forward them to both of you.

Sent from my iPad

On Sep 18, 2013, at 11:47 AM, "Nola Cedergreen" <ncedergr@ahfc.us> wrote:

> Will this work? You don't want any confusion about the monthly rate if the Lessee should request additional renovations, more parking, or other changes that might have an impact on the monthly rate.

>

> "d. Base Monthly Rental Adjustments

>

> Unless otherwise amended in a writing signed by both parties, the Base Monthly Rental set forth in 1(c)(3) above shall remain the same through May 31, 2024."

>

>

>

> From: Mark Pfeffer [MPfeffer@PfefferDevelopment.com]

> Sent: Wednesday, September 18, 2013 10:42 AM

> To: Nola Cedergreen; Mike Buller

> Subject: RE: LIO Lease Rate

>

> Nola

>

> On 1.1 c) 3 I think the language is correct but the monthly rental

> rate amount is going to be provided by Tim Lowe. It will be a flat

> rate but he is calculating it based on a 2% escalator factor. The

> number will be a number that is greater than the \$247,756

>

> On paragraph 1.1 d). since the new monthly rate will be flat I think we can eliminate this paragraph altogether or type in something along the lines of "the monthly rental rate in paragraph 1.1 c) 3 shall remain flat for the full term of this lease extension"

>

> Make sense?

>

> Mike do you concur?

>

> Mark Pfeffer

>

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>

> -----Original Message-----

> From: Nola Cedergreen [mailto:ncedergr@ahfc.us]

> Sent: Wednesday, September 18, 2013 9:42 AM

> To: Mike Buller; Mark Pfeffer

> Subject: LIO Lease Rate

>

> Mike and I talked this morning and he indicated we would have the final numbers to insert into the Lease later today. It is my understanding that LIO prefers a flat annual lease payment as opposed to the escalator.

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> I still need the number for the title page ... the Lease amount for the first year.

>

> This is what I believe a draft of Section 1.1.c.3. and Section 1.1.d. should look like ... let me know if you agree and I will send it on to the lawyers for consensus.

>

>

>

>

> 3. Upon final acceptance and occupancy of the renovated Premises, then the Base Monthly Rental will increase to \$247,756 per month.

>

> d. Base Monthly Rental Adjustments

>

> The Base Monthly Rental set forth in 1(c)(3) above shall be adjusted on July 1 of each year; beginning on July 1, 2016. The adjustment shall be 2% over the amount of the Base Monthly Rental rate paid on June 1 of the applicable year.

>

> Lease Year

>

> Base Monthly Rental

>

> Date of occupancy thru 6/30/2016

>

> \$247,756

>

> 7/1/2016 - 6/30/2017

>

> \$252,711

>

> 7/1/2017 - 6/30/2018

>

> \$257,765

>

> 7/1/2018 - 6/30/2019

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> \$273,543

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> 7/1/2021 - 6/30/2022

>

> \$279,013

>

> 7/1/2022 - 6/30/2023

>

> \$284,594

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> 7/1/2023 - 5/31/2024

>

> \$290,286

>

>

>

>

> \_\_\_\_\_  
> From: Mark Pfeffer [MPfeffer@PfefferDevelopment.com]

> Sent: Tuesday, September 17, 2013 5:04 PM

> To: Timothy Lowe; Mike Buller; Doc Crouse

> Cc: Nola Cedergreen

> Subject: Clean version of final budget and lease calculation.

>

> Gentlemen,

>

> Attached are clean final versions of budget and lease calculation.

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> The new lease rate of \$247,756 assumes

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> . NNN,

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>

> All of the above work for everyone? Besides the LLC documents is there a ball in my court?

>

> Thanks Everyone

>

> Mark Pfeffer

>

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---

**From:** Mark Pfeffer <MPfeffer@PfefferDevelopment.com>  
**Sent:** Wednesday, September 18, 2013 11:51 AM  
**To:** Mike Buller; Nola Cedergreen  
**Subject:** RE: LIO Lease Rate

Works for me too.

Mark Pfeffer

PFEFFER DEVELOPMENT, LLC  
425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644 | f 907.646.4655 |

Cell Phone  
907 317 5030

-----Original Message-----

From: Mike Buller [mailto:mbuller@ahfc.us]  
Sent: Wednesday, September 18, 2013 11:50 AM  
To: Nola Cedergreen  
Cc: Mark Pfeffer  
Subject: Re: LIO Lease Rate

Works for me. Just received the rents from Tim. Will forward them to both of you.

Sent from my iPad

On Sep 18, 2013, at 11:47 AM, "Nola Cedergreen" <ncedergr@ahfc.us> wrote:

> Will this work? You don't want any confusion about the monthly rate if the Lessee should request additional renovations, more parking, or other changes that might have an impact on the monthly rate.

>

> "d. Base Monthly Rental Adjustments

>

> Unless otherwise amended in a writing signed by both parties, the Base Monthly Rental set forth in 1(c)(3) above shall remain the same through May 31, 2024."

>

>

>

> \_\_\_\_\_  
> From: Mark Pfeffer [MPfeffer@PfefferDevelopment.com]

> Sent: Wednesday, September 18, 2013 10:42 AM

> To: Nola Cedergreen; Mike Buller

> Subject: RE: LIO Lease Rate

>

> Nola

>

> On 1.1 c) 3 I think the language is correct but the monthly rental rate amount is going to be provided by Tim Lowe. It will be a flat rate but he is calculating it based on a 2% escalator factor. The number will be a number that is greater than the \$247,756

>  
> On paragraph 1.1 d). since the new monthly rate will be flat I think we can eliminate this paragraph altogether or type in something along the lines of "the monthly rental rate in paragraph 1.1 c) 3 shall remain flat for the full term of this lease extension"  
>  
> Make sense?  
>  
> Mike do you concur?  
>  
> Mark Pfeffer  
>  
> PFEFFER DEVELOPMENT, LLC  
> 425 G Street, Suite 210 | Anchorage, Alaska 99501  
> p 907 646 4644 | f 907.646.4655 |  
>  
> Cell Phone  
> 907 317 5030  
>  
>  
> -----Original Message-----  
> From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
> Sent: Wednesday, September 18, 2013 9:42 AM  
> To: Mike Buller; Mark Pfeffer  
> Subject: LIO Lease Rate  
>  
> Mike and I talked this morning and he indicated we would have the final numbers to insert into the Lease later today. It is my understanding that LIO prefers a flat annual lease payment as opposed to the escalator.  
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> I still need the number for the title page ... the Lease amount for the first year.  
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>  
> Lease Year  
>  
> Base Monthly Rental  
>  
> Date of occupancy thru 6/30/2016  
>  
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>

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>

> \$284,594

>

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>

> \$290,286

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>

> \_\_\_\_\_  
> From: Mark Pfeiffer [MPfeiffer@PfeifferDevelopment.com]

> Sent: Tuesday, September 17, 2013 5:04 PM

> To: Timothy Lowe; Mike Buller; Doc Crouse

> Cc: Nola Cedergreen

> Subject: Clean version of final budget and lease calculation.

>

> Gentlemen,

>

> Attached are clean final versions of budget and lease calculation.

>

> The new lease rate of \$247,756 assumes

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> . that the Tenant pays \$7,500,000 (vs. \$7,685,000.)  
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>  
> ALSO NOTE paragraph 1.1 d) will need some wordsmithing to remove the escalation language if we go with the flat rate. I assume Nola will cover this.  
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> All of the above work for everyone? Besides the LLC documents is there a ball in my court?  
>  
> Thanks Everyone  
>  
> Mark Pfeffer  
>  
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---

**From:** Mike Buller  
**Sent:** Wednesday, September 18, 2013 11:58 AM  
**To:** Nola Cedergreen  
**Cc:** Mark Pfeffer; Rep. Mike Hawker  
**Subject:** Fwd: Waronzof Comparison of Final Cost/Offer with Prior  
**Attachments:** 091813 Comparison V2.pdf; ATT00001.htm

Here are the updated flat rental rates. Nola call me if you have any questions.

Sent from my iPad

Begin forwarded message:

**From:** Timothy Lowe <[tlowe@waronzof.com](mailto:tlowe@waronzof.com)>  
**Date:** September 18, 2013, 11:43:39 AM AKDT  
**To:** Mike Buller <[mbuller@ahfc.us](mailto:mbuller@ahfc.us)>  
**Cc:** Doc Crouse <[dcrouse@ahfc.us](mailto:dcrouse@ahfc.us)>, "Rep. Mike Hawker" <[Rep.Mike.Hawker@akleg.gov](mailto:Rep.Mike.Hawker@akleg.gov)>  
**Subject: Re: Waronzof Comparison of Final Cost/Offer with Prior**

Mike:

Here is the updated analysis that 1) reports both market rent and contract rent on a level annual basis, and 2) shows the threshold amounts for both an escalating and level annual lease payment.

Tim Lowe

On Sep 18, 2013, at 11:47 AM, Mike Buller wrote:

> Thanks.  
>  
> Sent from my iPad  
>  
> On Sep 18, 2013, at 10:46 AM, "Timothy Lowe" <[tlowe@waronzof.com](mailto:tlowe@waronzof.com)<<mailto:tlowe@waronzof.com>>> wrote:  
>  
> Received both emails; confirming the level payment amounts now; I will amend schedule to reflect comments in both emails and will resend.  
>  
> Tim  
>  
>  
> On Sep 18, 2013, at 11:43 AM, Mike Buller wrote:  
>  
> Looks good Tim. My only suggestion I have is to also list the 90% threshold amount with the contract and fair market rents to eliminate any potential confusion. Thanks.  
>  
> Sent from my iPad  
>  
> On Sep 18, 2013, at 10:34 AM, "Timothy Lowe"  
> <[tlowe@waronzof.com](mailto:tlowe@waronzof.com)<<mailto:tlowe@waronzof.com>><<mailto:tlowe@waronzof.com>>> wrote:  
>

> Mike:  
>  
> Thinking this would help, I've put together a simple comparison of the last version of my model I sent you and Doc with my latest and final version. This is based on the cost numbers Pfeffer Development sent out last night. You'll see changes in the hard costs resulting from 1) decreased State cost share on TI's, 2) an increase in the relocation cost allowance, 3) addition of the outdoor area, 4) addition of CATV wiring throughout the building, and 5) changes in percentage-based soft costs and developer profit.  
>  
> The addition of the outdoor area also causes an increase in landlord obligations, and I have used a 2% of capital cost annual allowance for landlord obligation, and I am assuming the landlord is obligated under the lease for the same level of maintenance and replacement for the outdoor area as it is for the rest of the building  
> Please also note that I've tweaked the financial assumptions on financing to better reflect the assumed higher equity investment of a "market investor", (40% equity versus 25% equity as contemplated by Pfeffer Development). This lowers the rent factor slightly, because the amount of debt over and above an AIDA loan is smaller, and the amortization schedule I'm using is longer. The rent factor remains squarely in the 7% to 7.5% range that I've been monitoring, now at the lower end at 7.135%.  
>  
> As a result, overall project costs are up about 2.47%, but the rent factor declines about 2.6%; service obligations are up about 6%. Net change in market rent estimate is 0.057% - essentially a wash. Pfeffer Development's final proposal of \$247,756 per month, plus Waronzof's estimate of service obligations puts contract rent at 86.48% of market rent.  
>  
> I am continuing to work on the report.  
>  
> Tim Lowe  
>  
>  
>  
>  
> Timothy Lowe  
> Waronzof Associates, Inc.  
> 999 North Sepulveda Boulevard  
> Suite 440  
> El Segundo, CA 90245  
> V 310-322-7744  
> F 310-322-7755  
> C 310-600-2933  
> [tlowe@waronzof.com](mailto:tlowe@waronzof.com)<<mailto:tlowe@waronzof.com>><<mailto:tlowe@waronzof.com>>  
> [www.waronzof.com](http://www.waronzof.com)<<http://www.waronzof.com>><<http://www.waronzof.com>>  
>  
>  
> <091813 Comparison.pdf>  
>  
> The information transmitted in this email and any attachments is intended only for the personal and confidential use of the intended recipients. This message may be or may contain privileged and confidential communications. If you as the reader are not the intended recipient, you are hereby notified that you have received this communication in error and that any retention, review, use, dissemination, distribution or copying of this communication or the information contained is strictly prohibited. The sender does not accept any responsibility for any loss, disruption or damage to your data or computer system that may occur while using data contained in, or transmitted with, this e-mail. If you have received this communication in error, please notify the sender immediately and delete the original message from your system.  
>  
> Timothy Lowe  
> Waronzof Associates, Inc.  
> 999 North Sepulveda Boulevard  
> Suite 440  
> El Segundo, CA 90245  
> V 310-322-7744  
> F 310-322-7755  
> C 310-600-2933  
> [tlowe@waronzof.com](mailto:tlowe@waronzof.com)<<mailto:tlowe@waronzof.com>>

> [www.waronzof.com](http://www.waronzof.com)<<http://www.waronzof.com>>

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Timothy Lowe  
Waronzof Associates, Inc.  
999 North Sepulveda Boulevard  
Suite 440  
El Segundo, CA 90245  
V 310-322-7744  
F 310-322-7755  
C 310-600-2933  
[tlowe@waronzof.com](mailto:tlowe@waronzof.com)  
[www.waronzof.com](http://www.waronzof.com)

---

**From:** Doc Crouse  
**Sent:** Wednesday, September 18, 2013 11:59 AM  
**To:** Nola Cedergreen  
**Subject:** FW: Waronzof Comparison of Final Cost/Offer with Prior  
**Attachments:** 091813 Comparison V2.pdf

[See attachment](#)

---

**From:** Timothy Lowe [mailto:[tlowe@waronzof.com](mailto:tlowe@waronzof.com)]  
**Sent:** Wednesday, September 18, 2013 11:44 AM  
**To:** Mike Buller  
**Cc:** Doc Crouse; Rep. Mike Hawker  
**Subject:** Re: Waronzof Comparison of Final Cost/Offer with Prior

Mike:

Here is the updated analysis that 1) reports both market rent and contract rent on a level annual basis, and 2) shows the threshold amounts for both an escalating and level annual lease payment.

Tim Lowe

On Sep 18, 2013, at 11:47 AM, Mike Buller wrote:

> Thanks.

>

> Sent from my iPad

>

> On Sep 18, 2013, at 10:46 AM, "Timothy Lowe" <[tlowe@waronzof.com](mailto:tlowe@waronzof.com)<<mailto:tlowe@waronzof.com>>> wrote:

>

> Received both emails; confirming the level payment amounts now; I will amend schedule to reflect comments in both emails and will resend.

>

> Tim

>

>

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> Mike:

>

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>

> The addition of the outdoor area also causes an increase in landlord obligations, and I have used a 2% of capital cost annual allowance for landlord obligation, and I am assuming the landlord is obligated under the lease for the same level of maintenance and replacement for the outdoor area as it is for the rest of the building

> Please also note that I've tweaked the financial assumptions on financing to better reflect the assumed higher equity investment of a "market investor", (40% equity versus 25% equity as contemplated by Pfeffer Development). This lowers the rent factor slightly, because the amount of debt over and above an AIDA loan is smaller, and the amortization schedule I'm using is longer. The rent factor remains squarely in the 7% to 7.5% range that I've been monitoring, now at the lower end at 7.135%.

>

> As a result, overall project costs are up about 2.47%, but the rent factor declines about 2.6%; service obligations are up about 6%. Net change in market rent estimate is 0.057% - essentially a wash. Pfeffer Development's final proposal of \$247,756 per month, plus Waronzof's estimate of service obligations puts contract rent at 86.48% of market rent.

>

> I am continuing to work on the report.

>

> Tim Lowe

>

>

>

>

> Timothy Lowe

> Waronzof Associates, Inc.

> 999 North Sepulveda Boulevard

> Suite 440

> El Segundo, CA 90245

> V 310-322-7744

> F 310-322-7755

> C 310-600-2933

> [tlowe@waronzof.com](mailto:tlowe@waronzof.com)<<mailto:tlowe@waronzof.com>><<mailto:tlowe@waronzof.com>>

> [www.waronzof.com](http://www.waronzof.com)<<http://www.waronzof.com>><<http://www.waronzof.com>>

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> <091813 Comparison.pdf>

>

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**From:** Nola Cedergreen  
**Sent:** Wednesday, September 18, 2013 12:20 PM  
**To:** Mark Pfeffer; Mike Buller  
**Subject:** RE: LIO Lease Rate Final #s

Here you go ... If the following is good with you, I am ready to send the document on to the respective legal advisors for a final consult.

"3. Upon final acceptance and occupancy of the renovated Premises, then the Base Monthly Rental will increase to \$281,638 per month.

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From: Mark Pfeffer [MPfeffer@PfefferDevelopment.com]  
Sent: Wednesday, September 18, 2013 11:50 AM  
To: Mike Buller; Nola Cedergreen  
Subject: RE: LIO Lease Rate

Works for me too.

Mark Pfeffer

PFEFFER DEVELOPMENT, LLC  
425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644 | f 907.646.4655 |

Cell Phone  
907 317 5030

-----Original Message-----

From: Mike Buller [mailto:mbuller@ahfc.us]  
Sent: Wednesday, September 18, 2013 11:50 AM  
To: Nola Cedergreen  
Cc: Mark Pfeffer  
Subject: Re: LIO Lease Rate

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Sent from my iPad

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> \_\_\_\_\_  
> From: Mark Pfeffer [MPfeffer@PfefferDevelopment.com]

> Sent: Wednesday, September 18, 2013 10:42 AM

> To: Nola Cedergreen; Mike Buller

> Subject: RE: LIO Lease Rate

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> rate amount is going to be provided by Tim Lowe. It will be a flat  
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> Make sense?

>

> Mike do you concur?

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> Mark Pfeffer

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> Sent: Tuesday, September 17, 2013 5:04 PM  
> To: Timothy Lowe; Mike Buller; Doc Crouse  
> Cc: Nola Cedergreen  
> Subject: Clean version of final budget adn lease calculation.  
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> Gentlemen,  
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> Attached are clean final versions of budget and lease calculation.  
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---

**From:** Mike Buller  
**Sent:** Wednesday, September 18, 2013 12:26 PM  
**To:** Nola Cedergreen  
**Subject:** RE: LIO Lease Rate Final #s

Once again Nola it works for me.

-----Original Message-----

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Sent: Wednesday, September 18, 2013 12:20 PM  
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Sent: Wednesday, September 18, 2013 11:50 AM  
To: Mike Buller; Nola Cedergreen  
Subject: RE: LIO Lease Rate

Works for me too.

Mark Pfeffer

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> Cc: Nola Cedergreen

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**Sent:** Wednesday, September 18, 2013 12:32 PM  
**To:** Nola Cedergreen; Mike Buller  
**Subject:** RE: LIO Lease Rate Final #s

I'm good with the language proposed.

I'm good with the level lease rate at \$281,638

I agree with you Nola about deleting the reference to annual rent on the cover page.....if you can get Doug and Pam there. They seem to be pretty stubborn on this sort of stuff.

Good to go for sending to the attorney's from my perspective. Please copy me when you send.

Thank You

Mark Pfeffer

PFEFFER DEVELOPMENT, LLC  
425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644 | f 907.646.4655 |

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---

**From:** Nola Cedergreen  
**Sent:** Wednesday, September 18, 2013 1:08 PM  
**To:** laa.legal@akleg.gov; dwm@anchorlaw.com  
**Cc:** Mike Buller; mpfeffer@pfefferdevelopment.com  
**Subject:** Final LIO Lease  
**Attachments:** FINAL LIO Lease Version 09182013.docx

Here you go ... the final version references a flat base rental rate (see Section 1.1.c.3. and Section 1.1.d.) and it also includes a signature block for Mr. Acree.

One small housekeeping item. I would suggest that we delete "LEASE AMOUNT FOR FIRST YEAR:\$..." from the first page as it may conflict with Section 1.1.c. which describes the different rents in detail. Since we do not know exactly when the Lessee will be moved into/out of interim space, it is difficult to accurately describe what has been labeled as the "first year" lease amount (i.e. works great for a standard lease, but not so well in this instance).

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---

**From:** Donald W. McClintock <dwm@anchorlaw.com>  
**Sent:** Wednesday, September 18, 2013 1:28 PM  
**To:** Nola Cedergreen; laa.legal@akleg.gov  
**Cc:** Mike Buller; mpfeffer@pfefferdevelopment.com; Heidi A. Wyckoff  
**Subject:** RE: Final LIO Lease  
**Attachments:** FINAL LIO Lease Version 09182013.docx

Nola,

Thanks. Doug had asked that both members of the LLC sign (Acree as well as Mark) and I can supply those signature blocks to you. I will let Mark look over the numbers and give you my "nits" when I get the ok to send over the new signor blocks.

Thanks as always for your work.

Don

Donald W. McClintock  
Ashburn & Mason, P.C.  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
(907) 276-4331 (voice)  
(907) 277-8235 (fax)  
www.anchorlaw.com

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Sent: Wednesday, September 18, 2013 1:08 PM  
To: laa.legal@akleg.gov; Donald W. McClintock  
Cc: Mike Buller; mpfeffer@pfefferdevelopment.com  
Subject: Final LIO Lease

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---

**From:** Donald W. McClintock <dwm@anchorlaw.com>  
**Sent:** Wednesday, September 18, 2013 2:54 PM  
**To:** Nola Cedergreen; laa.legal@akleg.gov  
**Cc:** Mike Buller; mpfeffer@pfefferdevelopment.com; Heidi A. Wyckoff  
**Subject:** RE: Final LIO Lease  
**Attachments:** FINAL LIO Lease Version 09182013 (00151692-2).docx

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Thanks

Don

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---

**From:** Mark Pfeffer <MPfeffer@PfefferDevelopment.com>  
**Sent:** Wednesday, September 18, 2013 3:03 PM  
**To:** Donald W. McClintock; Nola Cedergreen; laa.legal@akleg.gov  
**Cc:** Mike Buller; Heidi A. Wyckoff  
**Subject:** RE: Final LIO Lease

TI number was adjusted to \$7,500,000

Mark Pfeffer

PFEFFER DEVELOPMENT, LLC  
425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644 | f 907.646.4655 |

Cell Phone  
907 317 5030

-----Original Message-----

From: Donald W. McClintock [mailto:dwm@anchorlaw.com]  
Sent: Wednesday, September 18, 2013 2:54 PM  
To: 'Nola Cedergreen'; laa.legal@akleg.gov  
Cc: Mike Buller; Mark Pfeffer; Heidi A. Wyckoff  
Subject: RE: Final LIO Lease

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Sent: Wednesday, September 18, 2013 1:08 PM  
To: laa.legal@akleg.gov; Donald W. McClintock  
Cc: Mike Buller; mpfeffer@pfefferdevelopment.com  
Subject: Final LIO Lease

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---

**From:** Donald W. McClintock <dwm@anchorlaw.com>  
**Sent:** Wednesday, September 18, 2013 3:21 PM  
**To:** 'Mark Pfeffer'; Nola Cedergreen; laa.legal@akleg.gov  
**Cc:** Mike Buller; Heidi A. Wyckoff  
**Subject:** RE: Final LIO Lease

Ok, hard to keep up!

Donald W. McClintock  
Ashburn & Mason, P.C.  
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Sent: Wednesday, September 18, 2013 3:03 PM  
To: Donald W. McClintock; 'Nola Cedergreen'; laa.legal@akleg.gov  
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Subject: RE: Final LIO Lease

TI number was adjusted to \$7,500,000

Mark Pfeffer

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425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644 | f 907.646.4655 |

Cell Phone  
907 317 5030

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From: Donald W. McClintock [mailto:dwm@anchorlaw.com]  
Sent: Wednesday, September 18, 2013 2:54 PM  
To: 'Nola Cedergreen'; laa.legal@akleg.gov  
Cc: Mike Buller; Mark Pfeffer; Heidi A. Wyckoff  
Subject: RE: Final LIO Lease

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Sent: Wednesday, September 18, 2013 1:08 PM  
To: laa.legal@akleg.gov; Donald W. McClintock  
Cc: Mike Buller; mpfeffer@pfefferdevelopment.com  
Subject: Final LIO Lease

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---

**From:** Mike Buller  
**Sent:** Wednesday, September 18, 2013 3:22 PM  
**To:** Pamela Varni; Doug Gardner; Mark Pfeffer; Nola Cedergreen; Juli Lucky  
**Subject:** Fwd: Revised Interim Letter  
**Attachments:** Interim Letter of Conclusion (Revised).pdf; ATT00001.htm

Pam here's Tim's official Letter of Conclusion based on his appraisal. I think it contains all of the information you'll need for your rent certification. If it doesn't let me know and we'll provide any additional information you may require.

Sent from my iPad

Begin forwarded message:

**From:** Timothy Lowe <[tlowe@waronzof.com](mailto:tlowe@waronzof.com)>  
**Date:** September 18, 2013, 2:52:36 PM AKDT  
**To:** Mike Buller <[mbuller@ahfc.us](mailto:mbuller@ahfc.us)>  
**Cc:** Doc Crouse <[dcrouse@ahfc.us](mailto:dcrouse@ahfc.us)>, "Rep. Mike Hawker" <[Rep.Mike.Hawker@akleg.gov](mailto:Rep.Mike.Hawker@akleg.gov)>  
**Subject: Revised Interim Letter**

Mike:

Reflecting the edits to clearly state that the statutory test is met. Please review and call with questions or comments.

Tim Lowe

Timothy Lowe  
Waronzof Associates, Inc.  
999 North Sepulveda Boulevard  
Suite 440  
El Segundo, CA 90245  
V 310-322-7744  
F 310-322-7755  
C 310-600-2933  
[tlowe@waronzof.com](mailto:tlowe@waronzof.com)  
[www.waronzof.com](http://www.waronzof.com)

---

**From:** Mark Pfeffer <MPfeffer@PfefferDevelopment.com>  
**Sent:** Wednesday, September 18, 2013 3:39 PM  
**To:** Nola Cedergreen  
**Subject:** PDF Version ??

Hi Nola,

I assume that you are close to producing a PDF signature ready version, yes? If so could I get a copy as soon as possible please. I need to provide the draft to my lender. thanks

*Mark Pfeffer*

**PFEFFER DEVELOPMENT, LLC**

425 G Street, Suite 210 | Anchorage, Alaska 99501

p 907 646 4644 | f 907.646.4655 |

**Cell Phone**

907 317 5030

---

**From:** Donald W. McClintock <dwm@anchorlaw.com>  
**Sent:** Wednesday, September 18, 2013 3:40 PM  
**To:** Nola Cedergreen; 'laa.legal@akleg.gov'  
**Cc:** Mike Buller; 'mpfeffer@pfefferdevelopment.com'; Heidi A. Wyckoff  
**Subject:** RE: Final LIO Lease

Nola,

I forgot to include the tax id number for the Lessor, which should be added where indicated:

46-3682212

Don

Donald W. McClintock  
Ashburn & Mason, P.C.  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
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Cc: Mike Buller; mpfeffer@pfefferdevelopment.com; Heidi A. Wyckoff  
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---

**From:** LAA Legal <LAA.Legal@akleg.gov>  
**Sent:** Wednesday, September 18, 2013 3:41 PM  
**To:** Pamela Varni; Rep. Mike Hawker; Nola Cedergreen; Mike Buller; 'Donald W. McClintock'; 'Mark Pfeffer'  
**Subject:** final lease

The following message is from Doug Gardner:

- (1) I don't object to Nola's suggestion of removing the "Lease amount for First Year \$ \_\_\_\_\_" from page 1 of the lease.
- (2) The T.I. number in sec. 3 of the lease is \$7,500,000 unless I see something in writing from the Chairman to the contrary. I note Mr. Pfeffer has confirmed the \$7,500,000 T.I. number for sec. 3.

Doug Gardner  
LAA Legal Services

*Sent by:*  
*MaryEllen Duffy*  
*Special Assistant*  
*LAA Legal Services*  
*907-465-6651 direct*  
*907-465-2029 fax*  
*MaryEllen.Duffy@akleg.gov*

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---

**From:** Rep. Mike Hawker <Rep.Mike.Hawker@akleg.gov>  
**Sent:** Wednesday, September 18, 2013 3:42 PM  
**To:** LAA Legal  
**Cc:** Pamela Varni; Nola Cedergreen; Mike Buller; Donald W. McClintock; Mark Pfeffer  
**Subject:** Re: final lease

I agree with the exact number - we moved from the approximate to the accurate.

On Sep 18, 2013, at 5:40 PM, "LAA Legal" <[LAA.Legal@akleg.gov](mailto:LAA.Legal@akleg.gov)> wrote:

The following message is from Doug Gardner:

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Doug Gardner  
LAA Legal Services

*Sent by:*  
*MaryEllen Duffy*  
*Special Assistant*  
*LAA Legal Services*  
*907-465-6651 direct*  
*907-465-2029 fax*  
[MaryEllen.Duffy@akleg.gov](mailto:MaryEllen.Duffy@akleg.gov)

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**Sent:** Wednesday, September 18, 2013 3:43 PM  
**To:** Rep. Mike Hawker; LAA Legal  
**Cc:** Pamela Varni; Mike Buller; Donald W. McClintock; Mark Pfeffer  
**Subject:** RE: final lease

Thanks, Doug.

With this e-mail I will convert the document to a .pdf and distribute it for signature.

---

**From:** Rep. Mike Hawker [Rep.Mike.Hawker@akleg.gov]  
**Sent:** Wednesday, September 18, 2013 3:42 PM  
**To:** LAA Legal  
**Cc:** Pamela Varni; Nola Cedergreen; Mike Buller; Donald W. McClintock; Mark Pfeffer  
**Subject:** Re: final lease

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- (2) The T.I. number in sec. 3 of the lease is \$7,500,000 unless I see something in writing from the Chairman to the contrary. I note Mr. Pfeffer has confirmed the \$7,500,000 T.I. number for sec. 3.

Doug Gardner  
LAA Legal Services

*Sent by:*  
*MaryEllen Duffy*  
*Special Assistant*  
*LAA Legal Services*  
*907-465-6651 direct*  
*907-465-2029 fax*  
[MaryEllen.Duffy@akleg.gov](mailto:MaryEllen.Duffy@akleg.gov)

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---

**From:** Donald W. McClintock <dwm@anchorlaw.com>  
**Sent:** Wednesday, September 18, 2013 3:50 PM  
**To:** Nola Cedergreen; Rep. Mike Hawker; LAA Legal  
**Cc:** Pamela Varni; Mike Buller; Mark Pfeffer  
**Subject:** RE: final lease

Thanks Nola, By the way, when I fixed the signature lines, note that I did not revise the notary blocks. My apologies.

Looks like a go! Thanks all for the quick reviews.

Don

Donald W. McClintock  
Ashburn & Mason, P.C.  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
(907) 276-4331 (voice)  
(907) 277-8235 (fax)  
www.anchorlaw.com

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-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Wednesday, September 18, 2013 3:43 PM  
To: Rep. Mike Hawker; LAA Legal  
Cc: Pamela Varni; Mike Buller; Donald W. McClintock; Mark Pfeffer  
Subject: RE: final lease

Thanks, Doug.

With this e-mail I will convert the document to a .pdf and distribute it for signature.

---

From: Rep. Mike Hawker [Rep.Mike.Hawker@akleg.gov]  
Sent: Wednesday, September 18, 2013 3:42 PM  
To: LAA Legal  
Cc: Pamela Varni; Nola Cedergreen; Mike Buller; Donald W. McClintock; Mark Pfeffer  
Subject: Re: final lease

I agree with the exact number - we moved from the approximate to the accurate.

On Sep 18, 2013, at 5:40 PM, "LAA Legal" <LAA.Legal@akleg.gov<mailto:LAA.Legal@akleg.gov>> wrote:



The following message is from Doug Gardner:

- (1) I don't object to Nola's suggestion of removing the "Lease amount for First Year \$ \_\_\_\_\_" from page 1 of the lease.
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LAA Legal Services

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---

**From:** Nola Cedergreen  
**Sent:** Wednesday, September 18, 2013 3:55 PM  
**To:** Donald W. McClintock  
**Subject:** RE: final lease

I think I got the notary boxes before you worked on the signature lines ... will double-check.

---

From: Donald W. McClintock [dwm@anchorlaw.com]  
Sent: Wednesday, September 18, 2013 3:50 PM  
To: Nola Cedergreen; Rep. Mike Hawker; LAA Legal  
Cc: Pamela Varni; Mike Buller; Mark Pfeffer  
Subject: RE: final lease

Thanks Nola, By the way, when I fixed the signature lines, note that I did not revise the notary blocks. My apologies.

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Don

Donald W. McClintock  
Ashburn & Mason, P.C.  
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-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Wednesday, September 18, 2013 3:43 PM  
To: Rep. Mike Hawker; LAA Legal  
Cc: Pamela Varni; Mike Buller; Donald W. McClintock; Mark Pfeffer  
Subject: RE: final lease

Thanks, Doug.

With this e-mail I will convert the document to a .pdf and distribute it for signature.

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From: Rep. Mike Hawker [Rep.Mike.Hawker@akleg.gov]  
Sent: Wednesday, September 18, 2013 3:42 PM

To: LAA Legal  
Cc: Pamela Varni; Nola Cedergreen; Mike Buller; Donald W. McClintock; Mark Pfeffer  
Subject: Re: final lease

I agree with the exact number - we moved from the approximate to the accurate.

On Sep 18, 2013, at 5:40 PM, "LAA Legal" <LAA.Legal@akleg.gov<mailto:LAA.Legal@akleg.gov>> wrote:

The following message is from Doug Gardner:

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(2) The T.I. number in sec. 3 of the lease is \$7,500,000 unless I see something in writing from the Chairman to the contrary. I note Mr. Pfeffer has confirmed the \$7,500,000 T.I. number for sec. 3.

Doug Gardner  
LAA Legal Services

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MaryEllen Duffy  
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---

**From:** LAA Legal <LAA.Legal@akleg.gov>  
**Sent:** Wednesday, September 18, 2013 3:57 PM  
**To:** Nola Cedergreen; Rep. Mike Hawker  
**Cc:** Pamela Varni; Mike Buller; Donald W. McClintock; Mark Pfeffer  
**Subject:** RE: final lease

**Importance:** High

Nola,  
(1) LAA would like until tomorrow morning to give the document one final review.  
(2) My signature block and Pam's cannot be alone on a blank page at the end, so please address this with formatting.  
Thank you,  
Doug Gardner

Sent by:  
MaryEllen Duffy  
Special Assistant  
LAA Legal Services  
907-465-6651 direct  
907-465-2029 fax  
MaryEllen.Duffy@akleg.gov

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-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Wednesday, September 18, 2013 3:43 PM  
To: Rep. Mike Hawker; LAA Legal  
Cc: Pamela Varni; Mike Buller; Donald W. McClintock; Mark Pfeffer  
Subject: RE: final lease

Thanks, Doug.

With this e-mail I will convert the document to a .pdf and distribute it for signature.

---

From: Rep. Mike Hawker [Rep.Mike.Hawker@akleg.gov]  
Sent: Wednesday, September 18, 2013 3:42 PM  
To: LAA Legal  
Cc: Pamela Varni; Nola Cedergreen; Mike Buller; Donald W. McClintock; Mark Pfeffer  
Subject: Re: final lease

I agree with the exact number - we moved from the approximate to the accurate.

On Sep 18, 2013, at 5:40 PM, "LAA Legal" <LAA.Legal@akleg.gov<mailto:LAA.Legal@akleg.gov>> wrote:

The following message is from Doug Gardner:

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Doug Gardner  
LAA Legal Services

Sent by:  
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---

**From:** Nola Cedergreen  
**Sent:** Wednesday, September 18, 2013 3:58 PM  
**To:** Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov  
**Cc:** mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon; Stacy Schubert  
**Subject:** Final Lease - Ready for Signatures  
**Attachments:** FINAL LIO LEASEpdf.pdf

Thank-you everyone ...

Exhibit C is final and signed off.  
Exhibit D is in the process of being finalized.

Are Exhibits A & B final?

---

**From:** Nola Cedergreen  
**Sent:** Wednesday, September 18, 2013 4:02 PM  
**To:** LAA Legal; Rep. Mike Hawker  
**Cc:** Pamela Varni; Mike Buller; Donald W. McClintock; Mark Pfeffer  
**Subject:** RE: final lease

Please disregard my previous e-mail message.

---

From: LAA Legal [LAA.Legal@akleg.gov]  
Sent: Wednesday, September 18, 2013 3:56 PM  
To: Nola Cedergreen; Rep. Mike Hawker  
Cc: Pamela Varni; Mike Buller; Donald W. McClintock; Mark Pfeffer  
Subject: RE: final lease

Nola,  
(1) LAA would like until tomorrow morning to give the document one final review.  
(2) My signature block and Pam's cannot be alone on a blank page at the end, so please address this with formatting.  
Thank you,  
Doug Gardner

Sent by:  
MaryEllen Duffy  
Special Assistant  
LAA Legal Services  
907-465-6651 direct  
907-465-2029 fax  
MaryEllen.Duffy@akleg.gov

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-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Wednesday, September 18, 2013 3:43 PM  
To: Rep. Mike Hawker; LAA Legal  
Cc: Pamela Varni; Mike Buller; Donald W. McClintock; Mark Pfeffer  
Subject: RE: final lease

Thanks, Doug.

With this e-mail I will convert the document to a .pdf and distribute it for signature.

---

From: Rep. Mike Hawker [Rep.Mike.Hawker@akleg.gov]  
Sent: Wednesday, September 18, 2013 3:42 PM  
To: LAA Legal  
Cc: Pamela Varni; Nola Cedergreen; Mike Buller; Donald W. McClintock; Mark Pfeffer  
Subject: Re: final lease

I agree with the exact number - we moved from the approximate to the accurate.

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Doug Gardner  
LAA Legal Services

Sent by:  
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---

**From:** Nola Cedergreen  
**Sent:** Wednesday, September 18, 2013 4:04 PM  
**To:** laa.legal@akleg.gov  
**Subject:** FW: final lease

**Importance:** High

Hi, Doug.

I cannot see where your signature block and Pam's signature block is on a blank page ... please let me know if there is an issue with the .pdf version I sent your way a few minutes ago.

---

From: LAA Legal [LAA.Legal@akleg.gov]  
Sent: Wednesday, September 18, 2013 3:56 PM  
To: Nola Cedergreen; Rep. Mike Hawker  
Cc: Pamela Varni; Mike Buller; Donald W. McClintock; Mark Pfeffer  
Subject: RE: final lease

Nola,  
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Thank you,  
Doug Gardner

Sent by:  
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907-465-6651 direct  
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-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Wednesday, September 18, 2013 3:43 PM  
To: Rep. Mike Hawker; LAA Legal  
Cc: Pamela Varni; Mike Buller; Donald W. McClintock; Mark Pfeffer  
Subject: RE: final lease

Thanks, Doug.

With this e-mail I will convert the document to a .pdf and distribute it for signature.

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From: Rep. Mike Hawker [Rep.Mike.Hawker@akleg.gov]  
Sent: Wednesday, September 18, 2013 3:42 PM  
To: LAA Legal  
Cc: Pamela Varni; Nola Cedergreen; Mike Buller; Donald W. McClintock; Mark Pfeffer  
Subject: Re: final lease

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LAA Legal Services

Sent by:  
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---

**From:** Mark Pfeffer <MPfeffer@PfefferDevelopment.com>  
**Sent:** Wednesday, September 18, 2013 4:06 PM  
**To:** Nola Cedergreen; Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov;  
Pamela.Varni@akleg.gov  
**Cc:** dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon; Stacy Schubert  
**Subject:** RE: Final Lease - Ready for Signatures

Standby for A & B

Mark Pfeffer

PFEFFER DEVELOPMENT, LLC  
425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644 | f 907.646.4655 |

Cell Phone  
907 317 5030

-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Wednesday, September 18, 2013 3:58 PM  
To: Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov  
Cc: Mark Pfeffer; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon; Stacy Schubert  
Subject: Final Lease - Ready for Signatures

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Exhibit C is final and signed off.  
Exhibit D is in the process of being finalized.

Are Exhibits A & B final?

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---

**From:** Mike Buller  
**Sent:** Wednesday, September 18, 2013 4:25 PM  
**To:** Nola Cedergreen  
**Cc:** Rep. Mike Hawker; LAA Legal; Pamela Varni; Donald W. McClintock; Mark Pfeffer  
**Subject:** Re: final lease

A question about the lease signing. Do you recommend that we circulate one document for signature or have individual signers send Nola individual signed signature pages?

Sent from my iPad

On Sep 18, 2013, at 3:43 PM, "Nola Cedergreen" <[ncedergr@ahfc.us](mailto:ncedergr@ahfc.us)> wrote:

Thanks, Doug.

With this e-mail I will convert the document to a .pdf and distribute it for signature.

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**From:** Rep. Mike Hawker [[Rep.Mike.Hawker@akleg.gov](mailto:Rep.Mike.Hawker@akleg.gov)]  
**Sent:** Wednesday, September 18, 2013 3:42 PM  
**To:** LAA Legal  
**Cc:** Pamela Varni; Nola Cedergreen; Mike Buller; Donald W. McClintock; Mark Pfeffer  
**Subject:** Re: final lease

I agree with the exact number - we moved from the approximate to the accurate.

On Sep 18, 2013, at 5:40 PM, "LAA Legal" <[LAA.Legal@akleg.gov](mailto:LAA.Legal@akleg.gov)> wrote:

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Doug Gardner  
LAA Legal Services

*Sent by:*  
*MaryEllen Duffy*  
*Special Assistant*  
*LAA Legal Services*  
*907-465-6651 direct*  
*907-465-2029 fax*  
[MaryEllen.Duffy@akleg.gov](mailto:MaryEllen.Duffy@akleg.gov)

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---

**From:** Mark Pfeffer <MPfeffer@PfefferDevelopment.com>  
**Sent:** Wednesday, September 18, 2013 4:29 PM  
**To:** Mike Buller; Nola Cedergreen  
**Subject:** RE: final lease

I'll wait and see what the LAA folks say but it seems to me that we have to sign in counterparts given where everyone is physically at. We could circulate a conformed copy later.

What do you think?

(McClintock is out of pocket for the next 40 minutes)

Mark Pfeffer

PFEFFER DEVELOPMENT, LLC  
425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644 | f 907.646.4655 |

Cell Phone  
907 317 5030

-----Original Message-----

From: Mike Buller [mailto:mbuller@ahfc.us]  
Sent: Wednesday, September 18, 2013 4:25 PM  
To: Nola Cedergreen  
Cc: Rep. Mike Hawker; LAA Legal; Pamela Varni; Donald W. McClintock; Mark Pfeffer  
Subject: Re: final lease

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Sent from my iPad

On Sep 18, 2013, at 3:43 PM, "Nola Cedergreen" <ncedergr@ahfc.us<mailto:ncedergr@ahfc.us>> wrote:

Thanks, Doug.

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From: Rep. Mike Hawker [Rep.Mike.Hawker@akleg.gov<mailto:Rep.Mike.Hawker@akleg.gov>]  
Sent: Wednesday, September 18, 2013 3:42 PM  
To: LAA Legal  
Cc: Pamela Varni; Nola Cedergreen; Mike Buller; Donald W. McClintock; Mark Pfeffer  
Subject: Re: final lease

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On Sep 18, 2013, at 5:40 PM, "LAA Legal" <LAA.Legal@akleg.gov<mailto:LAA.Legal@akleg.gov>> wrote:

The following message is from Doug Gardner:

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Doug Gardner  
LAA Legal Services

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---

**From:** Rep. Mike Hawker <Rep.Mike.Hawker@akleg.gov>  
**Sent:** Wednesday, September 18, 2013 4:32 PM  
**To:** Mike Buller  
**Cc:** Nola Cedergreen; LAA Legal; Pamela Varni; Donald W. McClintock; Mark Pfeffer  
**Subject:** Re: final lease

I'm good either way, and as are you, am quite versed in multiple page signings when folks are hither and yon. It just makes things work so much easier.

However, I got that message I passed on from LAA stipulating a sequence. It does not make any sense to me - we are agreed there is no signing until every one is happy as they are going to get and nothing happens without all the names on their respective line, but I'm just the ignorant legislator.

Mike

On Sep 18, 2013, at 6:25 PM, "Mike Buller" <mbuller@ahfc.us> wrote:

> A question about the lease signing. Do you recommend that we circulate one document for signature or have individual signers send Nola individual signed signature pages?

>  
> Sent from my iPad

> On Sep 18, 2013, at 3:43 PM, "Nola Cedergreen" <ncedergr@ahfc.us<mailto:ncedergr@ahfc.us>> wrote:

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> Thanks, Doug.

> With this e-mail I will convert the document to a .pdf and distribute it for signature.

> \_\_\_\_\_  
> From: Rep. Mike Hawker [Rep.Mike.Hawker@akleg.gov<mailto:Rep.Mike.Hawker@akleg.gov>]

> Sent: Wednesday, September 18, 2013 3:42 PM

> To: LAA Legal

> Cc: Pamela Varni; Nola Cedergreen; Mike Buller; Donald W. McClintock; Mark Pfeffer

> Subject: Re: final lease

> I agree with the exact number - we moved from the approximate to the accurate.

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>  
>  
> Doug Gardner  
> LAA Legal Services  
>  
> Sent by:  
> MaryEllen Duffy  
> Special Assistant  
> LAA Legal Services  
> 907-465-6651 direct  
> 907-465-2029 fax  
> MaryEllen.Duffy@akleg.gov<mailto:MaryEllen.Duffy@akleg.gov>

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**From:** Mike Buller  
**Sent:** Wednesday, September 18, 2013 4:33 PM  
**To:** Rep. Mike Hawker  
**Cc:** Nola Cedergreen; LAA Legal; Pamela Varni; Donald W. McClintock; Mark Pfeffer  
**Subject:** RE: final lease

I agree.

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From: Rep. Mike Hawker [mailto:Rep.Mike.Hawker@akleg.gov]  
Sent: Wednesday, September 18, 2013 4:32 PM  
To: Mike Buller  
Cc: Nola Cedergreen; LAA Legal; Pamela Varni; Donald W. McClintock; Mark Pfeffer  
Subject: Re: final lease

I'm good either way, and as are you, am quite versed in multiple page signings when folks are hither and yon. It just makes things work so much easier.

However, I got that message I passed on from LAA stipulating a sequence. It does not make any sense to me - we are agreed there is no signing until every one is happy as they are going to get and nothing happens without all the names on their respective line, but I'm just the ignorant legislator.

Mike

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>

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> LAA Legal Services

>

> Sent by:

> MaryEllen Duffy

> Special Assistant

> LAA Legal Services

> 907-465-6651 direct

> 907-465-2029 fax

> MaryEllen.Duffy@akleg.gov<mailto:MaryEllen.Duffy@akleg.gov>

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---

**From:** Mark Pfeffer <MPfeffer@PfefferDevelopment.com>  
**Sent:** Wednesday, September 18, 2013 4:48 PM  
**To:** Nola Cedergreen; dwm@anchorlaw.com  
**Subject:** FW: Exhibits....help!  
**Attachments:** EXHIBIT A LIO Approval plansFinal.pdf; Insert to Exhibit B (00147533).docx; LIO Schedule 8\_27\_13.pdf

Nola/Don

This Exhibit A from Doc should match the one you have and it should be good.

My recollection for Exhibit B was twofold;

1. We eliminated the "insert" Because Doug Gardner wanted paragraph 36(?) back the way he had it. And
2. We were going to combine the interim move schedule and the overall project schedule into one exhibit B document.

Do you agree?

Don, how do you remember it?

*Mark Pfeffer*

**PFEFFER DEVELOPMENT, LLC**

425 G Street, Suite 210 | Anchorage, Alaska 99501  
p 907 646 4644 | f 907.646.4655 |

**Cell Phone**  
907 317 5030

---

**From:** Doc Crouse [mailto:dcrouse@ahfc.us]  
**Sent:** Wednesday, September 18, 2013 4:27 PM  
**To:** Mark Pfeffer  
**Subject:** RE: Exhibits....help!

Mark,

We all have the last Exhibit A update that Andy sent to Nola. We also have the final schedule and Nola gave her blessing to the verbiage that Mr. McClintock put together for the completion/occupancy incentive. I have not seen those documents combined into a single file folder, but that should be easy enough to do.

Doc

---

**From:** Mark Pfeffer [<mailto:MPfeffer@PfefferDevelopment.com>]  
**Sent:** Wednesday, September 18, 2013 4:19 PM  
**To:** Doc Crouse  
**Subject:** Exhibits....help!

Doc, I'm having a hard time laying my hands on the final exhibits. I think you have them do you? If so can you get out to all? thanks

*Mark Pfeffer*

**PFEFFER DEVELOPMENT, LLC**

425 G Street, Suite 210 | Anchorage, Alaska 99501

p 907 646 4644 | f 907.646.4655 |

**Cell Phone**

907 317 5030

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**From:** Pamela Varni <Pamela.Varni@akleg.gov>  
**Sent:** Wednesday, September 18, 2013 4:49 PM  
**To:** Mike Buller; Nola Cedergreen  
**Cc:** Rep. Mike Hawker; LAA Legal; 'dwm@anchorlaw.com';  
'MPfeffer@PfefferDevelopment.com'  
**Subject:** Re: final lease

My two cents are since I believe we have a deadline date and people are scattered that people sign and date and scan the whole document to Nola and then I would like an original copy sent later to reflect original signatures and same dates. I hope that is possible. Pam

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Sent: Wednesday, September 18, 2013 04:24 PM  
To: Nola Cedergreen <ncedergr@ahfc.us>  
Cc: Rep. Mike Hawker; LAA Legal; Pamela Varni; Donald W. McClintock <dwm@anchorlaw.com>; Mark Pfeffer <MPfeffer@PfefferDevelopment.com>  
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**From:** Mark Pfeffer <MPfeffer@PfefferDevelopment.com>  
**Sent:** Wednesday, September 18, 2013 4:50 PM  
**To:** Pamela Varni; Mike Buller; Nola Cedergreen  
**Cc:** Rep. Mike Hawker; LAA Legal; 'dwm@anchorlaw.com'  
**Subject:** RE: final lease

I agree. We can create a conformed copy after the fact.

Mark Pfeffer

PFEFFER DEVELOPMENT, LLC  
425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644 | f 907.646.4655 |

Cell Phone  
907 317 5030

-----Original Message-----

From: Pamela Varni [mailto:Pamela.Varni@akleg.gov]  
Sent: Wednesday, September 18, 2013 4:49 PM  
To: 'mbuller@ahfc.us'; 'ncedergr@ahfc.us'  
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> From: Pamela Varni [mailto:Pamela.Varni@akleg.gov]

> Sent: Wednesday, September 18, 2013 4:49 PM

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**Sent:** Wednesday, September 18, 2013 5:30 PM  
**To:** Rep. Mike Hawker; Mark Pfeffer  
**Cc:** Pamela Varni; Mike Buller; LAA Legal; dwm@anchorlaw.com  
**Subject:** RE: final lease

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>> Sent: Wednesday, September 18, 2013 4:49 PM

>> To: 'mbuller@ahfc.us'; 'ncedergr@ahfc.us'

>> Cc: Rep. Mike Hawker; LAA Legal; 'dwm@anchorlaw.com'; Mark Pfeffer

>> Subject: Re: final lease

>>

>> My two cents are since I believe we have a deadline date and people  
>> are scattered that people sign and date and scan the whole document  
>> to Nola and then I would like an original copy sent later to reflect  
>> original signatures and same dates. I hope that is possible. Pam

>>

>> ----- Original Message -----

>> From: Mike Buller [mailto:mbuller@ahfc.us]  
>> Sent: Wednesday, September 18, 2013 04:24 PM  
>> To: Nola Cedergreen <ncedergr@ahfc.us>  
>> Cc: Rep. Mike Hawker; LAA Legal; Pamela Varni; Donald W. McClintock  
>> <dwm@anchorlaw.com>; Mark Pfeffer <MPfeffer@PfefferDevelopment.com>  
>> Subject: Re: final lease

>>  
>> A question about the lease signing. Do you recommend that we circulate one document for signature or have individual signers send Nola individual signed signature pages?

>>  
>> Sent from my iPad  
>>  
>> On Sep 18, 2013, at 3:43 PM, "Nola Cedergreen" <ncedergr@ahfc.us<mailto:ncedergr@ahfc.us>> wrote:

>>  
>> Thanks, Doug.  
>>  
>> With this e-mail I will convert the document to a .pdf and distribute it for signature.

>>  
>> \_\_\_\_\_  
>> From: Rep. Mike Hawker  
>> [Rep.Mike.Hawker@akleg.gov<mailto:Rep.Mike.Hawker@akleg.gov>]  
>> Sent: Wednesday, September 18, 2013 3:42 PM  
>> To: LAA Legal  
>> Cc: Pamela Varni; Nola Cedergreen; Mike Buller; Donald W. McClintock;  
>> Mark Pfeffer  
>> Subject: Re: final lease

>>  
>> I agree with the exact number - we moved from the approximate to the accurate.  
>>  
>> On Sep 18, 2013, at 5:40 PM, "LAA Legal" <LAA.Legal@akleg.gov<mailto:LAA.Legal@akleg.gov>> wrote:

>>  
>> The following message is from Doug Gardner:  
>>  
>>  
>>

>> (1) I don't object to Nola's suggestion of removing the "Lease amount for First Year \$ \_\_\_\_\_" from page 1 of the lease.

>>  
>>  
>> (2) The T.I. number in sec. 3 of the lease is \$7,500,000 unless I see something in writing from the Chairman to the contrary. I note Mr. Pfeffer has confirmed the \$7,500,000 T.I. number for sec. 3.

>>  
>>  
>> Doug Gardner  
>> LAA Legal Services  
>>  
>> Sent by:  
>> MaryEllen Duffy  
>> Special Assistant  
>> LAA Legal Services  
>> 907-465-6651 direct  
>> 907-465-2029 fax

>> MaryEllen.Duffy@akleg.gov<mailto:MaryEllen.Duffy@akleg.gov>

>>

>>

>>

>>

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>>

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---

**From:** Nola Cedergreen  
**Sent:** Wednesday, September 18, 2013 5:33 PM  
**To:** Mark Pfeffer; dwm@anchorlaw.com  
**Subject:** RE: Exhibits....help!

Don't want to confuse things but it is my recollection that Doug didn't ask for the "insert to Exhibit B" to be deleted in its entirety. It doesn't substantially conflict with Section 36 and in fact, it does contain some provisions that are not found in Section 36 that would serve to avoid potential disputes ... you might want to compare the two and keep part of the insert in conjunction with your schedule.

---

**From:** Mark Pfeffer [MPfeffer@PfefferDevelopment.com]  
**Sent:** Wednesday, September 18, 2013 4:47 PM  
**To:** Nola Cedergreen; dwm@anchorlaw.com  
**Subject:** FW: Exhibits....help!

Nola/Don

This Exhibit A from Doc should match the one you have and it should be good.

My recollection for Exhibit B was twofold;

1. We eliminated the "insert" Because Doug Gardner wanted paragraph 36(?) back the way he had it. And
2. We were going to combine the interim move schedule and the overall project schedule into one exhibit B document.

Do you agree?

Don, how do you remember it?

*Mark Pfeffer*

**PFEFFER DEVELOPMENT, LLC**

425 G Street, Suite 210 | Anchorage, Alaska 99501  
p 907 646 4644 | f 907.646.4655 |

**Cell Phone**  
907 317 5030

---

**From:** Doc Crouse [mailto:dcrouse@ahfc.us]  
**Sent:** Wednesday, September 18, 2013 4:27 PM  
**To:** Mark Pfeffer  
**Subject:** RE: Exhibits....help!

Mark,

We all have the last Exhibit A update that Andy sent to Nola. We also have the final schedule and Nola gave her blessing to the verbiage that Mr. McClintock put together for the completion/occupancy incentive. I have not seen those documents combined into a single file folder, but that should be easy enough to do.

Doc

---

**From:** Mark Pfeffer [<mailto:MPfeffer@PfefferDevelopment.com>]

**Sent:** Wednesday, September 18, 2013 4:19 PM

**To:** Doc Crouse

**Subject:** Exhibits....help!

Doc, I'm having a hard time laying my hands on the final exhibits. I think you have them do you? If so can you get out to all? thanks

*Mark Pfeffer*

**PFEFFER DEVELOPMENT, LLC**

425 G Street, Suite 210 | Anchorage, Alaska 99501

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**Cell Phone**

907 317 5030

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---

**From:** Donald W. McClintock <dwm@anchorlaw.com>  
**Sent:** Wednesday, September 18, 2013 5:35 PM  
**To:** 'Mark Pfeffer'; Nola Cedergreen  
**Cc:** 'Bob O'Neill'  
**Subject:** RE: Exhibits....help!

Mark,

Bob can get you B-1 it is the interim schedule. B is the full schedule. You can delete the attachment.

**Donald W. McClintock**  
**Ashburn & Mason, P.C.**  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
(907) 276-4331 (voice)  
(907) 277-8235 (fax)  
[www.anchorlaw.com](http://www.anchorlaw.com)

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---

**From:** Mark Pfeffer [mailto:MPfeffer@PfefferDevelopment.com]  
**Sent:** Wednesday, September 18, 2013 4:48 PM  
**To:** ncedergr@ahfc.us; Donald W. McClintock  
**Subject:** FW: Exhibits....help!

Nola/Don

This Exhibit A from Doc should match the one you have and it should be good.

My recollection for Exhibit B was twofold;

1. We eliminated the "insert" Because Doug Gardner wanted paragraph 36(?) back the way he had it. And
2. We were going to combine the interim move schedule and the overall project schedule into one exhibit B document.

Do you agree?

Don, how do you remember it?

*Mark Pfeffer*

**PFEFFER DEVELOPMENT, LLC**

425 G Street, Suite 210 | Anchorage, Alaska 99501

p 907 646 4644 | f 907.646.4655 |

**Cell Phone**  
907 317 5030

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**From:** Doc Crouse [<mailto:dcrouse@ahfc.us>]  
**Sent:** Wednesday, September 18, 2013 4:27 PM  
**To:** Mark Pfeffer  
**Subject:** RE: Exhibits....help!

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**Sent:** Wednesday, September 18, 2013 4:19 PM  
**To:** Doc Crouse  
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*Mark Pfeffer*

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---

**From:** Nola Cedergreen  
**Sent:** Wednesday, September 18, 2013 5:37 PM  
**To:** Rep. Mike Hawker  
**Cc:** Mark Pfeffer; Pamela Varni; Mike Buller; LAA Legal; dwm@anchorlaw.com  
**Subject:** RE: final lease

Yahoo!

Who is in Anchorage? We can use the AHFC courier to route the document for all Anchorage signatures.

Is everyone else in Juneau?

---

From: Rep. Mike Hawker [Rep.Mike.Hawker@akleg.gov]  
Sent: Wednesday, September 18, 2013 5:32 PM  
To: Nola Cedergreen  
Cc: Mark Pfeffer; Pamela Varni; Mike Buller; LAA Legal; dwm@anchorlaw.com  
Subject: Re: final lease

All agreed! Let's make it happen. Mike

On Sep 18, 2013, at 7:31 PM, "Nola Cedergreen" <ncedergr@ahfc.us> wrote:

> It is not unusual to sign in counterparts and attach the applicable original signature pages to the document of record.

>

>

---

> From: Rep. Mike Hawker [Rep.Mike.Hawker@akleg.gov]  
> Sent: Wednesday, September 18, 2013 4:50 PM  
> To: Mark Pfeffer  
> Cc: Pamela Varni; Mike Buller; Nola Cedergreen; LAA Legal;  
> dwm@anchorlaw.com  
> Subject: Re: final lease

>

> That is perfectly acceptable and quite ordinary. M

>

> On Sep 18, 2013, at 6:49 PM, "Mark Pfeffer" <MPfeffer@PfefferDevelopment.com> wrote:

>

>> I agree. We can create a conformed copy after the fact.

>>

>> Mark Pfeffer

>>

>> PFEFFER DEVELOPMENT, LLC

>> 425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644 |

>> f 907.646.4655 |

>>

>> Cell Phone

>> 907 317 5030

>>

>>



>> -----Original Message-----

>> From: Pamela Varni [mailto:Pamela.Varni@akleg.gov]

>> Sent: Wednesday, September 18, 2013 4:49 PM

>> To: 'mbuller@ahfc.us'; 'ncedergr@ahfc.us'

>> Cc: Rep. Mike Hawker; LAA Legal; 'dwm@anchorlaw.com'; Mark Pfeffer

>> Subject: Re: final lease

>>

>> My two cents are since I believe we have a deadline date and people  
>> are scattered that people sign and date and scan the whole document  
>> to Nola and then I would like an original copy sent later to reflect  
>> original signatures and same dates. I hope that is possible. Pam

>>

>> ----- Original Message -----

>> From: Mike Buller [mailto:mbuller@ahfc.us]

>> Sent: Wednesday, September 18, 2013 04:24 PM

>> To: Nola Cedergreen <ncedergr@ahfc.us>

>> Cc: Rep. Mike Hawker; LAA Legal; Pamela Varni; Donald W. McClintock

>> <dwm@anchorlaw.com>; Mark Pfeffer <MPfeffer@PfefferDevelopment.com>

>> Subject: Re: final lease

>>

>> A question about the lease signing. Do you recommend that we circulate one document for signature or have  
individual signers send Nola individual signed signature pages?

>>

>> Sent from my iPad

>>

>> On Sep 18, 2013, at 3:43 PM, "Nola Cedergreen" <ncedergr@ahfc.us<mailto:ncedergr@ahfc.us>> wrote:

>>

>> Thanks, Doug.

>>

>> With this e-mail I will convert the document to a .pdf and distribute it for signature.

>>

>> \_\_\_\_\_

>> From: Rep. Mike Hawker

>> [Rep.Mike.Hawker@akleg.gov<mailto:Rep.Mike.Hawker@akleg.gov>]

>> Sent: Wednesday, September 18, 2013 3:42 PM

>> To: LAA Legal

>> Cc: Pamela Varni; Nola Cedergreen; Mike Buller; Donald W. McClintock;

>> Mark Pfeffer

>> Subject: Re: final lease

>>

>> I agree with the exact number - we moved from the approximate to the accurate.

>>

>> On Sep 18, 2013, at 5:40 PM, "LAA Legal" <LAA.Legal@akleg.gov<mailto:LAA.Legal@akleg.gov>> wrote:

>>

>> The following message is from Doug Gardner:

>>

>>

>>

>> (1) I don't object to Nola's suggestion of removing the "Lease amount for First Year \$ \_\_\_\_\_" from page 1 of the  
lease.

>>

>>

>> (2) The T.I. number in sec. 3 of the lease is \$7,500,000 unless I see something in writing from the Chairman to the contrary. I note Mr. Pfeffer has confirmed the \$7,500,000 T.I. number for sec. 3.

>>

>>

>> Doug Gardner

>> LAA Legal Services

>>

>> Sent by:

>> MaryEllen Duffy

>> Special Assistant

>> LAA Legal Services

>> 907-465-6651 direct

>> 907-465-2029 fax

>> MaryEllen.Duffy@akleg.gov<mailto:MaryEllen.Duffy@akleg.gov>

>>

>>

>>

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---

**From:** Rep. Mike Hawker <Rep.Mike.Hawker@akleg.gov>  
**Sent:** Wednesday, September 18, 2013 5:41 PM  
**To:** Nola Cedergreen  
**Cc:** Mark Pfeffer; Pamela Varni; Mike Buller; LAA Legal; dwm@anchorlaw.com  
**Subject:** Re: final lease

I am in Grand Teton National Park. I need my page and notary block emailed. Mike

On Sep 18, 2013, at 7:38 PM, "Nola Cedergreen" <ncedergr@ahfc.us> wrote:

> Yahoo!

>

> Who is in Anchorage? We can use the AHFC courier to route the document for all Anchorage signatures.

>

> Is everyone else in Juneau?

>

> \_\_\_\_\_

> From: Rep. Mike Hawker [Rep.Mike.Hawker@akleg.gov]

> Sent: Wednesday, September 18, 2013 5:32 PM

> To: Nola Cedergreen

> Cc: Mark Pfeffer; Pamela Varni; Mike Buller; LAA Legal;

> dwm@anchorlaw.com

> Subject: Re: final lease

>

> All agreed! Let's make it happen. Mike

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> On Sep 18, 2013, at 7:31 PM, "Nola Cedergreen" <ncedergr@ahfc.us> wrote:

>

>> It is not unusual to sign in counterparts and attach the applicable original signature pages to the document of record.

>>

>> \_\_\_\_\_

>> From: Rep. Mike Hawker [Rep.Mike.Hawker@akleg.gov]

>> Sent: Wednesday, September 18, 2013 4:50 PM

>> To: Mark Pfeffer

>> Cc: Pamela Varni; Mike Buller; Nola Cedergreen; LAA Legal;

>> dwm@anchorlaw.com

>> Subject: Re: final lease

>>

>> That is perfectly acceptable and quite ordinary. M

>>

>> On Sep 18, 2013, at 6:49 PM, "Mark Pfeffer" <MPfeffer@PfefferDevelopment.com> wrote:

>>

>>> I agree. We can create a conformed copy after the fact.

>>>

>>> Mark Pfeffer

>>>

>>> PFEFFER DEVELOPMENT, LLC

>>> 425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644 |

>>> f 907.646.4655 |

>>>  
>>> Cell Phone  
>>> 907 317 5030  
>>>  
>>>  
>>> -----Original Message-----  
>>> From: Pamela Varni [mailto:Pamela.Varni@akleg.gov]  
>>> Sent: Wednesday, September 18, 2013 4:49 PM  
>>> To: 'mbuller@ahfc.us'; 'ncedergr@ahfc.us'  
>>> Cc: Rep. Mike Hawker; LAA Legal; 'dwm@anchorlaw.com'; Mark Pfeffer  
>>> Subject: Re: final lease  
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>>> From: Mike Buller [mailto:mbuller@ahfc.us]  
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>>> Cc: Rep. Mike Hawker; LAA Legal; Pamela Varni; Donald W. McClintock  
>>> <dwm@anchorlaw.com>; Mark Pfeffer <MPfeffer@PfefferDevelopment.com>  
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>>> A question about the lease signing. Do you recommend that we circulate one document for signature or have  
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>>> McClintock; Mark Pfeffer  
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>>>  
>>>  
>>> Doug Gardner  
>>> LAA Legal Services  
>>>  
>>> Sent by:  
>>> MaryEllen Duffy  
>>> Special Assistant  
>>> LAA Legal Services  
>>> 907-465-6651 direct  
>>> 907-465-2029 fax  
>>> MaryEllen.Duffy@akleg.gov<mailto:MaryEllen.Duffy@akleg.gov>

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**From:** Mark Pfeffer <MPfeffer@PfefferDevelopment.com>  
**Sent:** Wednesday, September 18, 2013 5:42 PM  
**To:** Nola Cedergreen  
**Subject:** Re: final lease

I'm in ANC. Acree is in San Fran

Sent from my iPhone

On Sep 18, 2013, at 5:38 PM, "Nola Cedergreen" <ncedergr@ahfc.us> wrote:

> Yahoo!

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> dwm@anchorlaw.com

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>> From: Rep. Mike Hawker [Rep.Mike.Hawker@akleg.gov]

>> Sent: Wednesday, September 18, 2013 4:50 PM

>> To: Mark Pfeffer

>> Cc: Pamela Varni; Mike Buller; Nola Cedergreen; LAA Legal;

>> dwm@anchorlaw.com

>> Subject: Re: final lease

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>> That is perfectly acceptable and quite ordinary. M

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>>> Mark Pfeffer

>>>

>>> PFEFFER DEVELOPMENT, LLC

>>> 425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644 |

>>> f 907.646.4655 |

>>>

>>> Cell Phone

>>> 907 317 5030

>>>

>>>

>>> -----Original Message-----

>>> From: Pamela Varni [mailto:Pamela.Varni@akleg.gov]

>>> Sent: Wednesday, September 18, 2013 4:49 PM

>>> To: 'mbuller@ahfc.us'; 'ncedergr@ahfc.us'

>>> Cc: Rep. Mike Hawker; LAA Legal; 'dwm@anchorlaw.com'; Mark Pfeffer

>>> Subject: Re: final lease

>>>

>>> My two cents are since I believe we have a deadline date and people  
>>> are scattered that people sign and date and scan the whole document  
>>> to Nola and then I would like an original copy sent later to reflect  
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>>> Sent: Wednesday, September 18, 2013 04:24 PM

>>> To: Nola Cedergreen <ncedergr@ahfc.us>

>>> Cc: Rep. Mike Hawker; LAA Legal; Pamela Varni; Donald W. McClintock

>>> <dwm@anchorlaw.com>; Mark Pfeffer <MPfeffer@PfefferDevelopment.com>

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>>> With this e-mail I will convert the document to a .pdf and distribute it for signature.

>>>

>>> \_\_\_\_\_

>>> From: Rep. Mike Hawker

>>> [Rep.Mike.Hawker@akleg.gov<mailto:Rep.Mike.Hawker@akleg.gov>]

>>> Sent: Wednesday, September 18, 2013 3:42 PM

>>> To: LAA Legal

>>> Cc: Pamela Varni; Nola Cedergreen; Mike Buller; Donald W.

>>> McClintock; Mark Pfeffer

>>> Subject: Re: final lease

>>>

>>> I agree with the exact number - we moved from the approximate to the accurate.

>>>

>>> On Sep 18, 2013, at 5:40 PM, "LAA Legal" <LAA.Legal@akleg.gov<mailto:LAA.Legal@akleg.gov>> wrote:

>>>

>>> The following message is from Doug Gardner:

>>>



>>>  
>>>  
>>> (1) I don't object to Nola's suggestion of removing the "Lease amount for First Year \$ \_\_\_\_\_" from page 1 of the lease.  
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>>>  
>>> (2) The T.I. number in sec. 3 of the lease is \$7,500,000 unless I see something in writing from the Chairman to the contrary. I note Mr. Pfeffer has confirmed the \$7,500,000 T.I. number for sec. 3.  
>>>  
>>>  
>>> Doug Gardner  
>>> LAA Legal Services  
>>>  
>>> Sent by:  
>>> MaryEllen Duffy  
>>> Special Assistant  
>>> LAA Legal Services  
>>> 907-465-6651 direct  
>>> 907-465-2029 fax  
>>> MaryEllen.Duffy@akleg.gov<mailto:MaryEllen.Duffy@akleg.gov>  
>>>  
>>>  
>>>  
>>>  
>>> Warning: This message and any attachments to it are confidential. If you have received this message in error, please notify the sender by electronic mail and delete the message. If you are not the intended recipient of this message, you are hereby notified that disclosing, disseminating, or copying this message or any attachments to it is prohibited. Thank you.  
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---

**From:** Mark Pfeffer <MPfeffer@PfefferDevelopment.com>  
**Sent:** Wednesday, September 18, 2013 5:52 PM  
**To:** Nola Cedergreen  
**Cc:** dwm@anchorlaw.com  
**Subject:** Re: Exhibits....help!

I'm okay either way. Don tell me what we need to do and ill create B tomorrow.

Sent from my iPhone

On Sep 18, 2013, at 5:36 PM, "Nola Cedergreen" <ncedergr@ahfc.us> wrote:

> Don't want to confuse things but it is my recollection that Doug didn't ask for the "insert to Exhibit B" to be deleted in its entirety. It doesn't substantially conflict with Section 36 and in fact, it does contain some provisions that are not found in Section 36 that would serve to avoid potential disputes ... you might want to compare the two and keep part of the insert in conjunction with your schedule.

>

>

>

>

> \_\_\_\_\_  
> From: Mark Pfeffer [MPfeffer@PfefferDevelopment.com]

> Sent: Wednesday, September 18, 2013 4:47 PM

> To: Nola Cedergreen; dwm@anchorlaw.com

> Subject: FW: Exhibits....help!

>

> Nola/Don

>

> This Exhibit A from Doc should match the one you have and it should be good.

>

> My recollection for Exhibit B was twofold;

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>

> 1. We eliminated the "insert" Because Doug Gardner wanted paragraph 36(?) back the way he had it. And

>

> 2. We were going to combine the interim move schedule and the overall project schedule into one exhibit B document.

>

> Do you agree?

>

> Don, how do you remember it?

>

> Mark Pfeffer

>

> PFEFFER DEVELOPMENT, LLC

> 425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644 |

> f 907.646.4655 |

>

> Cell Phone

> 907 317 5030

>  
> From: Doc Crouse [mailto:dcrouse@ahfc.us]  
> Sent: Wednesday, September 18, 2013 4:27 PM  
> To: Mark Pfeffer  
> Subject: RE: Exhibits....help!

>  
> Mark,  
>  
> We all have the last Exhibit A update that Andy sent to Nola. We also have the final schedule and Nola gave her blessing to the verbiage that Mr. McClintock put together for the completion/occupancy incentive. I have not seen those documents combined into a single file folder, but that should be easy enough to do.

>  
> Doc  
>  
>  
>  
> From: Mark Pfeffer [mailto:MPfeffer@PfefferDevelopment.com]  
> Sent: Wednesday, September 18, 2013 4:19 PM  
> To: Doc Crouse  
> Subject: Exhibits....help!

>  
> Doc, I'm having a hard time laying my hands on the final exhibits. I  
> think you have them do you? If so can you get out to all? thanks

>  
> Mark Pfeffer  
>  
> PFEFFER DEVELOPMENT, LLC  
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---

**From:** Pamela Varni <Pamela.Varni@akleg.gov>  
**Sent:** Wednesday, September 18, 2013 5:53 PM  
**To:** Nola Cedergreen  
**Cc:** Rep. Mike Hawker; Mark Pfeffer; Pamela Varni; Mike Buller; LAA Legal;  
dwm@anchorlaw.com  
**Subject:** Re: final lease

If we are talking about original signatures Doug Gardner and I are in Juneau. You will be getting a scanned or faxed signed and notarized lease from me along with Exhibit D tomorrow from Kansas City. I will be checking with Nola to make sure I am the last to sign in case it takes longer than tomorrow. My signature date is the effective date and I need to be the last to sign. Pam

Sent from my iPhone

On Sep 18, 2013, at 8:38 PM, "Nola Cedergreen" <ncedergr@ahfc.us> wrote:

> Yahoo!  
>  
> Who is in Anchorage? We can use the AHFC courier to route the document for all Anchorage signatures.  
>  
> Is everyone else in Juneau?

>  
> \_\_\_\_\_  
> From: Rep. Mike Hawker [Rep.Mike.Hawker@akleg.gov]  
> Sent: Wednesday, September 18, 2013 5:32 PM  
> To: Nola Cedergreen  
> Cc: Mark Pfeffer; Pamela Varni; Mike Buller; LAA Legal;  
> dwm@anchorlaw.com  
> Subject: Re: final lease

>  
> All agreed! Let's make it happen. Mike  
>  
> On Sep 18, 2013, at 7:31 PM, "Nola Cedergreen" <ncedergr@ahfc.us> wrote:

>> It is not unusual to sign in counterparts and attach the applicable original signature pages to the document of record.

>> \_\_\_\_\_  
>> From: Rep. Mike Hawker [Rep.Mike.Hawker@akleg.gov]  
>> Sent: Wednesday, September 18, 2013 4:50 PM  
>> To: Mark Pfeffer  
>> Cc: Pamela Varni; Mike Buller; Nola Cedergreen; LAA Legal;  
>> dwm@anchorlaw.com  
>> Subject: Re: final lease

>>  
>> That is perfectly acceptable and quite ordinary. M  
>>  
>> On Sep 18, 2013, at 6:49 PM, "Mark Pfeffer" <MPfeffer@PfefferDevelopment.com> wrote:

>>  
>>> I agree. We can create a conformed copy after the fact.

>>>

>>> Mark Pfeffer

>>>

>>> PFEFFER DEVELOPMENT, LLC

>>> 425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644 |

>>> f 907.646.4655 |

>>>

>>> Cell Phone

>>> 907 317 5030

>>>

>>>

>>> -----Original Message-----

>>> From: Pamela Varni [mailto:Pamela.Varni@akleg.gov]

>>> Sent: Wednesday, September 18, 2013 4:49 PM

>>> To: 'mbuller@ahfc.us'; 'ncedergr@ahfc.us'

>>> Cc: Rep. Mike Hawker; LAA Legal; 'dwm@anchorlaw.com'; Mark Pfeffer

>>> Subject: Re: final lease

>>>

>>> My two cents are since I believe we have a deadline date and people

>>> are scattered that people sign and date and scan the whole document

>>> to Nola and then I would like an original copy sent later to reflect

>>> original signatures and same dates. I hope that is possible. Pam

>>>

>>> ----- Original Message -----

>>> From: Mike Buller [mailto:mbuller@ahfc.us]

>>> Sent: Wednesday, September 18, 2013 04:24 PM

>>> To: Nola Cedergreen <ncedergr@ahfc.us>

>>> Cc: Rep. Mike Hawker; LAA Legal; Pamela Varni; Donald W. McClintock

>>> <dwm@anchorlaw.com>; Mark Pfeffer <MPfeffer@PfefferDevelopment.com>

>>> Subject: Re: final lease

>>>

>>> A question about the lease signing. Do you recommend that we circulate one document for signature or have individual signers send Nola individual signed signature pages?

>>>

>>> Sent from my iPad

>>>

>>> On Sep 18, 2013, at 3:43 PM, "Nola Cedergreen" <ncedergr@ahfc.us<mailto:ncedergr@ahfc.us>> wrote:

>>>

>>> Thanks, Doug.

>>>

>>> With this e-mail I will convert the document to a .pdf and distribute it for signature.

>>>

>>>

---

>>> From: Rep. Mike Hawker

>>> [Rep.Mike.Hawker@akleg.gov<mailto:Rep.Mike.Hawker@akleg.gov>]

>>> Sent: Wednesday, September 18, 2013 3:42 PM

>>> To: LAA Legal

>>> Cc: Pamela Varni; Nola Cedergreen; Mike Buller; Donald W.

>>> McClintock; Mark Pfeffer

>>> Subject: Re: final lease

>>>

>>> I agree with the exact number - we moved from the approximate to the accurate.

>>>

>>> On Sep 18, 2013, at 5:40 PM, "LAA Legal" <LAA.Legal@akleg.gov<mailto:LAA.Legal@akleg.gov>> wrote:

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>>> The following message is from Doug Gardner:

>>>

>>>

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>>> (1) I don't object to Nola's suggestion of removing the "Lease amount for First Year \$ \_\_\_\_\_" from page 1 of the lease.

>>>

>>>

>>> (2) The T.I. number in sec. 3 of the lease is \$7,500,000 unless I see something in writing from the Chairman to the contrary. I note Mr. Pfeffer has confirmed the \$7,500,000 T.I. number for sec. 3.

>>>

>>>

>>> Doug Gardner

>>> LAA Legal Services

>>>

>>> Sent by:

>>> MaryEllen Duffy

>>> Special Assistant

>>> LAA Legal Services

>>> 907-465-6651 direct

>>> 907-465-2029 fax

>>> MaryEllen.Duffy@akleg.gov<mailto:MaryEllen.Duffy@akleg.gov>

>>>

>>>

>>>

>>>

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---

**From:** Donald W. McClintock <dwm@anchorlaw.com>  
**Sent:** Wednesday, September 18, 2013 5:57 PM  
**To:** 'Mpfeffer@pfefferdevelopment.com'; Nola Cedergreen  
**Subject:** Re: Exhibits....help!

I appreciate Nola's point, but I would rather not go into it with Doug. I would keep B and B1 just the schedules.

----- Original Message -----

From: Mark Pfeffer [mailto:MPfeffer@PfefferDevelopment.com]  
Sent: Wednesday, September 18, 2013 05:51 PM  
To: Nola Cedergreen <ncedergr@ahfc.us>  
Cc: Donald W. McClintock  
Subject: Re: Exhibits....help!

I'm okay either way. Don tell me what we need to do and ill create B tomorrow.

Sent from my iPhone

On Sep 18, 2013, at 5:36 PM, "Nola Cedergreen" <ncedergr@ahfc.us> wrote:

> Don't want to confuse things but it is my recollection that Doug didn't ask for the "insert to Exhibit B" to be deleted in its entirety. It doesn't substantially conflict with Section 36 and in fact, it does contain some provisions that are not found in Section 36 that would serve to avoid potential disputes ... you might want to compare the two and keep part of the insert in conjunction with your schedule.

>  
>  
>  
>

> \_\_\_\_\_  
> From: Mark Pfeffer [MPfeffer@PfefferDevelopment.com]  
> Sent: Wednesday, September 18, 2013 4:47 PM  
> To: Nola Cedergreen; dwm@anchorlaw.com  
> Subject: FW: Exhibits....help!

>

> Nola/Don

>

> This Exhibit A from Doc should match the one you have and it should be good.

>

> My recollection for Exhibit B was twofold;

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>

> 1. We eliminated the "insert" Because Doug Gardner wanted paragraph 36(?) back the way he had it. And

>

> 2. We were going to combine the interim move schedule and the overall project schedule into one exhibit B document.

>

> Do you agree?

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> Don, how do you remember it?

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> Mark Pfeffer  
>  
> PFEFFER DEVELOPMENT, LLC  
> 425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644 |  
> f 907.646.4655 |  
>  
> Cell Phone  
> 907 317 5030  
>  
> From: Doc Crouse [mailto:dcrouse@ahfc.us]  
> Sent: Wednesday, September 18, 2013 4:27 PM  
> To: Mark Pfeffer  
> Subject: RE: Exhibits....help!  
>  
> Mark,  
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> We all have the last Exhibit A update that Andy sent to Nola. We also have the final schedule and Nola gave her blessing to the verbiage that Mr. McClintock put together for the completion/occupancy incentive. I have not seen those documents combined into a single file folder, but that should be easy enough to do.  
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---

**From:** Nola Cedergreen  
**Sent:** Wednesday, September 18, 2013 5:58 PM  
**To:** Mark Pfeffer  
**Subject:** RE: final lease

Do you have an e-mail address for him?

---

From: Mark Pfeffer [MPfeffer@PfefferDevelopment.com]  
Sent: Wednesday, September 18, 2013 5:42 PM  
To: Nola Cedergreen  
Subject: Re: final lease

I'm in ANC. Acree is in San Fran

Sent from my iPhone

On Sep 18, 2013, at 5:38 PM, "Nola Cedergreen" <ncedergr@ahfc.us> wrote:

> Yahoo!

>

> Who is in Anchorage? We can use the AHFC courier to route the document for all Anchorage signatures.

>

> Is everyone else in Juneau?

>

>

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> Sent: Wednesday, September 18, 2013 5:32 PM

> To: Nola Cedergreen

> Cc: Mark Pfeffer; Pamela Varni; Mike Buller; LAA Legal;

> dwm@anchorlaw.com

> Subject: Re: final lease

>

> All agreed! Let's make it happen. Mike

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>> dwm@anchorlaw.com

>> Subject: Re: final lease

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>>> I agree. We can create a conformed copy after the fact.

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>>> Mark Pfeffer

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>>> PFEFFER DEVELOPMENT, LLC

>>> 425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644 |

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>>> Cell Phone

>>> 907 317 5030

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>>> -----Original Message-----

>>> From: Pamela Varni [mailto:Pamela.Varni@akleg.gov]

>>> Sent: Wednesday, September 18, 2013 4:49 PM

>>> To: 'mbuller@ahfc.us'; 'ncedergr@ahfc.us'

>>> Cc: Rep. Mike Hawker; LAA Legal; 'dwm@anchorlaw.com'; Mark Pfeffer

>>> Subject: Re: final lease

>>>

>>> My two cents are since I believe we have a deadline date and people

>>> are scattered that people sign and date and scan the whole document

>>> to Nola and then I would like an original copy sent later to reflect

>>> original signatures and same dates. I hope that is possible. Pam

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>>> ----- Original Message -----

>>> From: Mike Buller [mailto:mbuller@ahfc.us]

>>> Sent: Wednesday, September 18, 2013 04:24 PM

>>> To: Nola Cedergreen <ncedergr@ahfc.us>

>>> Cc: Rep. Mike Hawker; LAA Legal; Pamela Varni; Donald W. McClintock

>>> <dwm@anchorlaw.com>; Mark Pfeffer <MPfeffer@PfefferDevelopment.com>

>>> Subject: Re: final lease

>>>

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>>> Sent from my iPad

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>>> Sent: Wednesday, September 18, 2013 3:42 PM

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>>> Cc: Pamela Varni; Nola Cedergreen; Mike Buller; Donald W.

>>> McClintock; Mark Pfeffer

>>> Subject: Re: final lease

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>>> I agree with the exact number - we moved from the approximate to the accurate.

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>>> The following message is from Doug Gardner:

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>>> (1) I don't object to Nola's suggestion of removing the "Lease amount for First Year \$ \_\_\_\_\_" from page 1 of the lease.

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>>> (2) The T.I. number in sec. 3 of the lease is \$7,500,000 unless I see something in writing from the Chairman to the contrary. I note Mr. Pfeffer has confirmed the \$7,500,000 T.I. number for sec. 3.

>>>

>>>

>>> Doug Gardner

>>> LAA Legal Services

>>>

>>> Sent by:

>>> MaryEllen Duffy

>>> Special Assistant

>>> LAA Legal Services

>>> 907-465-6651 direct

>>> 907-465-2029 fax

>>> MaryEllen.Duffy@akleg.gov<mailto:MaryEllen.Duffy@akleg.gov>

>>>

>>>

>>>

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>>>

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---

**From:** Nola Cedergreen  
**Sent:** Wednesday, September 18, 2013 5:59 PM  
**To:** Donald W. McClintock; 'Mpfeffer@pfefferdevelopment.com'  
**Subject:** RE: Exhibits....help!

Sage advice ...

---

From: Donald W. McClintock [dwm@anchorlaw.com]  
Sent: Wednesday, September 18, 2013 5:57 PM  
To: 'Mpfeffer@pfefferdevelopment.com'; Nola Cedergreen  
Subject: Re: Exhibits....help!

I appreciate Nola's point, but I would rather not go into it with Doug. I would keep B and B1 just the schedules.

----- Original Message -----

From: Mark Pfeffer [mailto:MPfeffer@PfefferDevelopment.com]  
Sent: Wednesday, September 18, 2013 05:51 PM  
To: Nola Cedergreen <ncedergr@ahfc.us>  
Cc: Donald W. McClintock  
Subject: Re: Exhibits....help!

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Sent from my iPhone

On Sep 18, 2013, at 5:36 PM, "Nola Cedergreen" <ncedergr@ahfc.us> wrote:

> Don't want to confuse things but it is my recollection that Doug didn't ask for the "insert to Exhibit B" to be deleted in its entirety. It doesn't substantially conflict with Section 36 and in fact, it does contain some provisions that are not found in Section 36 that would serve to avoid potential disputes ... you might want to compare the two and keep part of the insert in conjunction with your schedule.

>

>

>

>

---

> From: Mark Pfeffer [MPfeffer@PfefferDevelopment.com]  
> Sent: Wednesday, September 18, 2013 4:47 PM  
> To: Nola Cedergreen; dwm@anchorlaw.com  
> Subject: FW: Exhibits....help!

>

> Nola/Don

>

> This Exhibit A from Doc should match the one you have and it should be good.

>

> My recollection for Exhibit B was twofold;

>

>

> 1. We eliminated the "insert" Because Doug Gardner wanted paragraph 36(?) back the way he had it. And



>  
> 2. We were going to combine the interim move schedule and the overall project schedule into one exhibit B document.  
>  
> Do you agree?  
>  
> Don, how do you remember it?  
>  
> Mark Pfeffer  
>  
> PFEFFER DEVELOPMENT, LLC  
> 425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644 |  
> f 907.646.4655 |  
>  
> Cell Phone  
> 907 317 5030  
>  
> From: Doc Crouse [mailto:dcrouse@ahfc.us]  
> Sent: Wednesday, September 18, 2013 4:27 PM  
> To: Mark Pfeffer  
> Subject: RE: Exhibits....help!  
>  
> Mark,  
>  
> We all have the last Exhibit A update that Andy sent to Nola. We also have the final schedule and Nola gave her blessing to the verbiage that Mr. McClintock put together for the completion/occupancy incentive. I have not seen those documents combined into a single file folder, but that should be easy enough to do.  
>  
> Doc  
>  
>  
>  
> From: Mark Pfeffer [mailto:MPfeffer@PfefferDevelopment.com]  
> Sent: Wednesday, September 18, 2013 4:19 PM  
> To: Doc Crouse  
> Subject: Exhibits....help!  
>  
> Doc, I'm having a hard time laying my hands on the final exhibits. I  
> think you have them do you? If so can you get out to all? thanks  
>  
> Mark Pfeffer  
>  
> PFEFFER DEVELOPMENT, LLC  
> 425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644 |  
> f 907.646.4655 |  
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>  
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---

**From:** Mark Pfeffer <MPfeffer@PfefferDevelopment.com>  
**Sent:** Wednesday, September 18, 2013 6:01 PM  
**To:** Nola Cedergreen  
**Cc:** Donald W. McClintock  
**Subject:** Re: Exhibits....help!

And there you have it!

Will create to exhibit fusty thing tomorrow.

Sent from my iPhone

On Sep 18, 2013, at 5:59 PM, "Nola Cedergreen" <ncedergr@ahfc.us> wrote:

> Sage advice ...

>

> \_\_\_\_\_

> From: Donald W. McClintock [dwm@anchorlaw.com]

> Sent: Wednesday, September 18, 2013 5:57 PM

> To: 'Mpfeffer@pfefferdevelopment.com'; Nola Cedergreen

> Subject: Re: Exhibits....help!

>

> I appreciate Nola's point, but I would rather not go into it with Doug. I would keep B and B1 just the schedules.

>

> ----- Original Message -----

> From: Mark Pfeffer [mailto:MPfeffer@PfefferDevelopment.com]

> Sent: Wednesday, September 18, 2013 05:51 PM

> To: Nola Cedergreen <ncedergr@ahfc.us>

> Cc: Donald W. McClintock

> Subject: Re: Exhibits....help!

>

> I'm okay either way. Don tell me what we need to do and ill create B tomorrow.

>

> Sent from my iPhone

>

> On Sep 18, 2013, at 5:36 PM, "Nola Cedergreen" <ncedergr@ahfc.us> wrote:

>

>> Don't want to confuse things but it is my recollection that Doug didn't ask for the "insert to Exhibit B" to be deleted in its entirety. It doesn't substantially conflict with Section 36 and in fact, it does contain some provisions that are not found in Section 36 that would serve to avoid potential disputes ... you might want to compare the two and keep part of the insert in conjunction with your schedule.

>>

>>

>>

>> \_\_\_\_\_

>> From: Mark Pfeffer [MPfeffer@PfefferDevelopment.com]

>> Sent: Wednesday, September 18, 2013 4:47 PM

>> To: Nola Cedergreen; dwm@anchorlaw.com

>> Subject: FW: Exhibits....help!

>>  
>> Nola/Don  
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>> This Exhibit A from Doc should match the one you have and it should be good.  
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>> My recollection for Exhibit B was twofold;  
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>> 1. We eliminated the "insert" Because Doug Gardner wanted paragraph 36(?) back the way he had it. And  
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>> Mark Pfeffer  
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>> PFEFFER DEVELOPMENT, LLC  
>> 425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644 |  
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>> From: Doc Crouse [mailto:dcrouse@ahfc.us]  
>> Sent: Wednesday, September 18, 2013 4:27 PM  
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>> From: Mark Pfeffer [mailto:MPfeffer@PfefferDevelopment.com]  
>> Sent: Wednesday, September 18, 2013 4:19 PM  
>> To: Doc Crouse  
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>> Doc, I'm having a hard time laying my hands on the final exhibits. I  
>> think you have them do you? If so can you get out to all? thanks  
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>> Mark Pfeffer  
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>> f 907.646.4655 |

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>> Cell Phone

>> 907 317 5030

>>

>>

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---

**From:** Mark Pfeffer <MPfeffer@PfefferDevelopment.com>  
**Sent:** Wednesday, September 18, 2013 6:02 PM  
**To:** Nola Cedergreen  
**Cc:** Bob Acree  
**Subject:** Re: final lease

Yes. In the cc line.

Sent from my iPhone

On Sep 18, 2013, at 5:58 PM, "Nola Cedergreen" <ncedergr@ahfc.us> wrote:

> Do you have an e-mail address for him?

>

> \_\_\_\_\_

> From: Mark Pfeffer [MPfeffer@PfefferDevelopment.com]

> Sent: Wednesday, September 18, 2013 5:42 PM

> To: Nola Cedergreen

> Subject: Re: final lease

>

> I'm in ANC. Acree is in San Fran

>

> Sent from my iPhone

>

> On Sep 18, 2013, at 5:38 PM, "Nola Cedergreen" <ncedergr@ahfc.us> wrote:

>

>> Yahoo!

>>

>> Who is in Anchorage? We can use the AHFC courier to route the document for all Anchorage signatures.

>>

>> Is everyone else in Juneau?

>>

>> \_\_\_\_\_

>> From: Rep. Mike Hawker [Rep.Mike.Hawker@akleg.gov]

>> Sent: Wednesday, September 18, 2013 5:32 PM

>> To: Nola Cedergreen

>> Cc: Mark Pfeffer; Pamela Varni; Mike Buller; LAA Legal;

>> dwm@anchorlaw.com

>> Subject: Re: final lease

>>

>> All agreed! Let's make it happen. Mike

>>

>> On Sep 18, 2013, at 7:31 PM, "Nola Cedergreen" <ncedergr@ahfc.us> wrote:

>>

>>> It is not unusual to sign in counterparts and attach the applicable original signature pages to the document of record.

>>>

>>> \_\_\_\_\_

>>> From: Rep. Mike Hawker [Rep.Mike.Hawker@akleg.gov]

>>> Sent: Wednesday, September 18, 2013 4:50 PM

>>> To: Mark Pfeffer

>>> Cc: Pamela Varni; Mike Buller; Nola Cedergreen; LAA Legal;

>>> [dwm@anchorlaw.com](mailto:dwm@anchorlaw.com)

>>> Subject: Re: final lease

>>>

>>> That is perfectly acceptable and quite ordinary. M

>>>

>>> On Sep 18, 2013, at 6:49 PM, "Mark Pfeffer" <[MPfeffer@PfefferDevelopment.com](mailto:MPfeffer@PfefferDevelopment.com)> wrote:

>>>

>>>> I agree. We can create a conformed copy after the fact.

>>>>

>>>> Mark Pfeffer

>>>>

>>>> PFEFFER DEVELOPMENT, LLC

>>>> 425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644

>>>> | f 907.646.4655 |

>>>>

>>>> Cell Phone

>>>> 907 317 5030

>>>>

>>>>

>>>> -----Original Message-----

>>>> From: Pamela Varni [<mailto:Pamela.Varni@akleg.gov>]

>>>> Sent: Wednesday, September 18, 2013 4:49 PM

>>>> To: 'mbuller@ahfc.us'; 'ncedergr@ahfc.us'

>>>> Cc: Rep. Mike Hawker; LAA Legal; 'dwm@anchorlaw.com'; Mark Pfeffer

>>>> Subject: Re: final lease

>>>>

>>>> My two cents are since I believe we have a deadline date and people  
>>>> are scattered that people sign and date and scan the whole document  
>>>> to Nola and then I would like an original copy sent later to  
>>>> reflect original signatures and same dates. I hope that is  
>>>> possible. Pam

>>>>

>>>> ----- Original Message -----

>>>> From: Mike Buller [<mailto:mbuller@ahfc.us>]

>>>> Sent: Wednesday, September 18, 2013 04:24 PM

>>>> To: Nola Cedergreen <[ncedergr@ahfc.us](mailto:ncedergr@ahfc.us)>

>>>> Cc: Rep. Mike Hawker; LAA Legal; Pamela Varni; Donald W. McClintock

>>>> <[dwm@anchorlaw.com](mailto:dwm@anchorlaw.com)>; Mark Pfeffer <[MPfeffer@PfefferDevelopment.com](mailto:MPfeffer@PfefferDevelopment.com)>

>>>> Subject: Re: final lease

>>>>

>>>> A question about the lease signing. Do you recommend that we circulate one document for signature or have  
individual signers send Nola individual signed signature pages?

>>>>

>>>> Sent from my iPad

>>>>

>>>> On Sep 18, 2013, at 3:43 PM, "Nola Cedergreen" <[ncedergr@ahfc.us](mailto:ncedergr@ahfc.us)<<mailto:ncedergr@ahfc.us>>> wrote:

>>>>

>>>> Thanks, Doug.

>>>>

>>>> With this e-mail I will convert the document to a .pdf and distribute it for signature.

>>>>

>>>> \_\_\_\_\_

>>>> From: Rep. Mike Hawker

>>>> [Rep.Mike.Hawker@akleg.gov<mailto:Rep.Mike.Hawker@akleg.gov>]

>>>> Sent: Wednesday, September 18, 2013 3:42 PM

>>>> To: LAA Legal

>>>> Cc: Pamela Varni; Nola Cedergreen; Mike Buller; Donald W.

>>>> McClintock; Mark Pfeffer

>>>> Subject: Re: final lease

>>>>

>>>> I agree with the exact number - we moved from the approximate to the accurate.

>>>>

>>>> On Sep 18, 2013, at 5:40 PM, "LAA Legal" <LAA.Legal@akleg.gov<mailto:LAA.Legal@akleg.gov>> wrote:

>>>>

>>>> The following message is from Doug Gardner:

>>>>

>>>>

>>>>

>>>> (1) I don't object to Nola's suggestion of removing the "Lease amount for First Year \$ \_\_\_\_\_" from page 1 of the lease.

>>>>

>>>>

>>>> (2) The T.I. number in sec. 3 of the lease is \$7,500,000 unless I see something in writing from the Chairman to the contrary. I note Mr. Pfeffer has confirmed the \$7,500,000 T.I. number for sec. 3.

>>>>

>>>>

>>>> Doug Gardner

>>>> LAA Legal Services

>>>>

>>>> Sent by:

>>>> MaryEllen Duffy

>>>> Special Assistant

>>>> LAA Legal Services

>>>> 907-465-6651 direct

>>>> 907-465-2029 fax

>>>> MaryEllen.Duffy@akleg.gov<mailto:MaryEllen.Duffy@akleg.gov>

>>>>

>>>>

>>>>

>>>>

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>>>>

>>>>

>>>>

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---

**From:** Nola Cedergreen  
**Sent:** Wednesday, September 18, 2013 6:14 PM  
**To:** Pamela Varni  
**Cc:** Rep. Mike Hawker; Mark Pfeffer; Mike Buller; LAA Legal; dwm@anchorlaw.com; bobacree@gmail.com  
**Subject:** LIO Lease Signatures  
**Attachments:** LIO Signature Pages.pdf; FINAL LIO LEASEpdf.pdf

Signature pages for those who may need them. I have also attached a .pdf of the entire document.

Exhibit A is complete; Exhibit B will be finalized tomorrow morning; Exhibit C is complete; Exhibit D is in the process of being finalized.

We will be ready to sign off on everything after Doug has completed his final review tomorrow morning.

---

**From:** LAA Legal <LAA.Legal@akleg.gov>  
**Sent:** Thursday, September 19, 2013 8:45 AM  
**To:** Nola Cedergreen  
**Subject:** Exhibits A and B

**Importance:** High

Nola,  
We didn't receive Exhibits A and B.  
Doug  
LAA Legal Services

*Senty by:*  
*MaryEllen Duffy*  
*Special Assistant*  
*LAA Legal Services*  
*907-465-6651 direct*  
*907-465-2029 fax*  
*MaryEllen.Duffy@akleg.gov*

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---

**From:** Mark Pfeffer <MPfeffer@PfefferDevelopment.com>  
**Sent:** Thursday, September 19, 2013 9:00 AM  
**To:** Nola Cedergreen; Pamela Varni  
**Cc:** Rep. Mike Hawker; Mike Buller; LAA Legal; dwm@anchorlaw.com; bobacree@gmail.com  
**Subject:** RE: LIO Lease Signatures

Nola

Just realized that there is a revised set of plans from the architects that incorporate the changes discussed last Friday with Rep. Hawker, Pam and Juli.

Recreating a new Exhibit A with today's date.

Sorry about the confusion

Mark Pfeffer

PFEFFER DEVELOPMENT, LLC  
425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644 | f 907.646.4655 |

Cell Phone  
907 317 5030

-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Wednesday, September 18, 2013 6:14 PM  
To: Pamela Varni  
Cc: Rep. Mike Hawker; Mark Pfeffer; Mike Buller; LAA Legal; dwm@anchorlaw.com; bobacree@gmail.com  
Subject: LIO Lease Signatures

Signature pages for those who may need them. I have also attached a .pdf of the entire document.

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---

**From:** Nola Cedergreen  
**Sent:** Thursday, September 19, 2013 9:08 AM  
**To:** LAA.Legal@akleg.gov  
**Subject:** RE: Exhibits A and B

Exhibit A hasn't changed from the version you last received. Mark is finalizing Exhibit B this morning ... will send it your way when I get it.

Sent from my Verizon Wireless 4G LTE Smartphone

----- Original message -----

**From:** LAA Legal <LAA.Legal@akleg.gov>  
**Date:** 09/19/2013 9:44 AM (GMT-08:00)  
**To:** Nola Cedergreen <ncedergr@ahfc.us>  
**Subject:** Exhibits A and B

Nola,  
We didn't receive Exhibits A and B.  
Doug  
LAA Legal Services

*Senty by:*  
*MaryEllen Duffy*  
*Special Assistant*  
*LAA Legal Services*  
*907-465-6651 direct*  
*907-465-2029 fax*  
*MaryEllen.Duffy@akleg.gov*

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---

**From:** Nola Cedergreen  
**Sent:** Thursday, September 19, 2013 9:10 AM  
**To:** LAA.Legal@akleg.gov  
**Subject:** Fwd: LIO Lease Signatures

Hold on...new Exhibit A in the works.

Sent from my Verizon Wireless 4G LTE Smartphone

----- Original message -----

**From:** Mark Pfeffer <MPfeffer@PfefferDevelopment.com>  
**Date:** 09/19/2013 10:00 AM (GMT-08:00)  
**To:** Nola Cedergreen <ncedergr@ahfc.us>, Pamela Varni <Pamela.Varni@akleg.gov>  
**Cc:** "Rep. Mike Hawker" <Rep.Mike.Hawker@akleg.gov>, Mike Buller <mbuller@ahfc.us>, LAA Legal <LAA.Legal@akleg.gov>, dwm@anchorlaw.com, bobacree@gmail.com  
**Subject:** RE: LIO Lease Signatures

Nola

Just realized that there is a revised set of plans from the architects that incorporate the changes discussed last Friday with Rep. Hawker, Pam and Juli.

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Sorry about the confusion

Mark Pfeffer

PFEFFER DEVELOPMENT, LLC  
425 G Street, Suite 210 | Anchorage, Alaska 99501  
p 907 646 4644 | f 907.646.4655 |

Cell Phone  
907 317 5030

-----Original Message-----

**From:** Nola Cedergreen [<mailto:ncedergr@ahfc.us>]  
**Sent:** Wednesday, September 18, 2013 6:14 PM  
**To:** Pamela Varni  
**Cc:** Rep. Mike Hawker; Mark Pfeffer; Mike Buller; LAA Legal; dwm@anchorlaw.com; bobacree@gmail.com  
**Subject:** LIO Lease Signatures

Signature pages for those who may need them. I have also attached a .pdf of the entire document.

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---

**From:** Mark Pfeffer <MPfeffer@PfefferDevelopment.com>  
**Sent:** Thursday, September 19, 2013 9:18 AM  
**To:** Nola Cedergreen  
**Subject:** NEW EXHIBIT A

Nola the next email I send will have the new exhibit A.

It's a large file so it might have issues with your firewall. If you don't see it come thru let me know.

*Mark Pfeffer*

**PFEFFER DEVELOPMENT, LLC**

425 G Street, Suite 210 | Anchorage, Alaska 99501

p 907 646 4644 | f 907.646.4655 |

**Cell Phone**

907 317 5030



---

**From:** Mark Pfeffer <MPfeffer@PfefferDevelopment.com>  
**Sent:** Thursday, September 19, 2013 9:20 AM  
**To:** Nola Cedergreen; dwm@anchorlaw.com  
**Subject:** FINAL EXHIBIT A  
**Attachments:** LIO LEASE FINAL EXHIBIT A - 9\_18\_13.pdf

Large file

This is the same as previous versions except for pages 3-12 which are the revised architectural plans.

*Mark Pfeffer*

**PFEFFER DEVELOPMENT, LLC**

425 G Street, Suite 210 | Anchorage, Alaska 99501

p 907 646 4644 | f 907.646.4655 |

**Cell Phone**

907 317 5030

---

**From:** Mark Pfeffer <MPfeffer@PfefferDevelopment.com>  
**Sent:** Thursday, September 19, 2013 9:22 AM  
**To:** Nola Cedergreen; dwm@anchorlaw.com  
**Subject:** FINAL EXHIBIT B  
**Attachments:** LIO Exhibits B & B-1-9-19-13.pdf

*Mark Pfeffer*

**PFEFFER DEVELOPMENT, LLC**

425 G Street, Suite 210 | Anchorage, Alaska 99501  
p 907 646 4644 | f 907.646.4655 |

**Cell Phone**  
907 317 5030

---

**From:** LAA Legal <LAA.Legal@akleg.gov>  
**Sent:** Thursday, September 19, 2013 9:48 AM  
**To:** Nola Cedergreen; 'Donald W. McClintock'; 'Mpfefter@pfefterdevelopment.com'; Pamela Varni  
**Cc:** Rep. Mike Hawker; Mike Buller; 'bobacree@gmail.com'  
**Subject:** RE: LIO Lease LAA Legal review 9/19/13

Nola,  
Here are the changes/edits we have identified:  
(1) p. 4, sec. 1.2; space required after the first paragraph;  
(2) p. 6, sec. 4(a)(4); add space between (4) and (5);  
(3) p. 10, sec. 18; add space between secs. 18 and 19;  
(4) Pam and my signature blocks need to go onto the same page as the other signatures;  
(5) p. 22; please delete "13-065.plm" at the bottom of the page.  
Thank you,  
Doug Gardner

Sent by:  
MaryEllen Duffy  
Special Assistant  
LAA Legal Services  
907-465-6651 direct  
907-465-2029 fax  
MaryEllen.Duffy@akleg.gov

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-----Original Message-----

From: Donald W. McClintock [mailto:dwm@anchorlaw.com]  
Sent: Thursday, September 19, 2013 9:11 AM  
To: 'Mpfefter@pfefterdevelopment.com'; 'ncedergr@ahfc.us'; Pamela Varni  
Cc: Rep. Mike Hawker; 'mbuller@ahfc.us'; LAA Legal; 'bobacree@gmail.com'  
Subject: Re: LIO Lease Signatures

Nola,

Will you be the point of return for original signatures as well as scanned copies? If so could you send out the mailing address So I can forward to Bob?

Thanks  
Don

----- Original Message -----

From: Mark Pfeffer [mailto:MPfeffer@PfefferDevelopment.com]  
Sent: Thursday, September 19, 2013 08:59 AM  
To: Nola Cedergreen <ncedergr@ahfc.us>; Pamela Varni <Pamela.Varni@akleg.gov>  
Cc: Rep. Mike Hawker <Rep.Mike.Hawker@akleg.gov>; Mike Buller <mbuller@ahfc.us>; LAA Legal <LAA.Legal@akleg.gov>; Donald W. McClintock; bobacree@gmail.com <bobacree@gmail.com>  
Subject: RE: LIO Lease Signatures

Nola

Just realized that there is a revised set of plans from the architects that incorporate the changes discussed last Friday with Rep. Hawker, Pam and Juli.

Recreating a new Exhibit A with today's date.

Sorry about the confusion

Mark Pfeffer

PFEFFER DEVELOPMENT, LLC  
425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644 | f 907.646.4655 |

Cell Phone  
907 317 5030

-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Wednesday, September 18, 2013 6:14 PM  
To: Pamela Varni  
Cc: Rep. Mike Hawker; Mark Pfeffer; Mike Buller; LAA Legal; dwm@anchorlaw.com; bobacree@gmail.com  
Subject: LIO Lease Signatures

Signature pages for those who may need them. I have also attached a .pdf of the entire document.

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---

**From:** Donald W. McClintock <dwm@anchorlaw.com>  
**Sent:** Thursday, September 19, 2013 10:01 AM  
**To:** 'LAA Legal'; Nola Cedergreen; 'Mpfeffer@pfefferdevelopment.com'; Pamela Varni  
**Cc:** Rep. Mike Hawker; Mike Buller; 'bobacree@gmail.com'; Heidi A. Wyckoff  
**Subject:** RE: LIO Lease LAA Legal review 9/19/13  
**Attachments:** Notice of change (00151752-3).pdf; Articles of amendment (00151751).pdf

Doug,

Please find attached the signed Articles of Amendment and the Statement of Change that are being mailed from California to the division of corporations today and dated today.

Don

Donald W. McClintock  
Ashburn & Mason, P.C.  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
(907) 276-4331 (voice)  
(907) 277-8235 (fax)  
www.anchorlaw.com

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**From:** LAA Legal [mailto:LAA.Legal@akleg.gov]  
**Sent:** Thursday, September 19, 2013 9:48 AM  
**To:** 'ncedergr@ahfc.us'; Donald W. McClintock; 'Mpfeffer@pfefferdevelopment.com'; Pamela Varni  
**Cc:** Rep. Mike Hawker; 'mbuller@ahfc.us'; 'bobacree@gmail.com'  
**Subject:** RE: LIO Lease LAA Legal review 9/19/13

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- (5) p. 22; please delete "13-065.plm" at the bottom of the page.

Thank you,  
Doug Gardner

Sent by:  
MaryEllen Duffy  
Special Assistant

LAA Legal Services  
907-465-6651 direct  
907-465-2029 fax  
MaryEllen.Duffy@akleg.gov

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Mark Pfeffer

PFEFFER DEVELOPMENT, LLC  
425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644 | f 907.646.4655 |

Cell Phone

907 317 5030

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To: Pamela Varni

Cc: Rep. Mike Hawker; Mark Pfeffer; Mike Buller; LAA Legal; dwm@anchorlaw.com; bobacree@gmail.com

Subject: LIO Lease Signatures

Signature pages for those who may need them. I have also attached a .pdf of the entire document.

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**From:** Donald W. McClintock <dwm@anchorlaw.com>  
**Sent:** Thursday, September 19, 2013 10:13 AM  
**To:** 'Mark Pfeffer'; Nola Cedergreen  
**Cc:** Doc Crouse; Mike Buller  
**Subject:** RE: FINAL EXHIBIT A

Mark and Nola,

All three exhibits look good to me.

After Doc and Mike have reviewed and confirmed, it probably would be appropriate to have one of them initial these exhibits since there are multiple versions floating around. Something like "Contract Set" or "Approved" and their initial and date would help commemorate the record. Works best if done for each page. Mark can do the same since he is in town.

Don

**Donald W. McClintock**  
**Ashburn & Mason, P.C.**  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
(907) 276-4331 (voice)  
(907) 277-8235 (fax)  
[www.anchorlaw.com](http://www.anchorlaw.com)

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**From:** Mark Pfeffer [mailto:MPfeffer@PfefferDevelopment.com]  
**Sent:** Thursday, September 19, 2013 9:20 AM  
**To:** ncedergr@ahfc.us; Donald W. McClintock  
**Subject:** FINAL EXHIBIT A

Large file

This is the same as previous versions except for pages 3-12 which are the revised architectural plans.

*Mark Pfeffer*

**PFEFFER DEVELOPMENT, LLC**  
425 G Street, Suite 210 | Anchorage, Alaska 99501  
p 907 646 4644 | f 907.646.4655 |

**Cell Phone**  
907 317 5030



---

**From:** Pamela Varni <Pamela.Varni@akleg.gov>  
**Sent:** Thursday, September 19, 2013 10:15 AM  
**To:** Nola Cedergreen; dwm@anchorlaw.com; Mark Pfeffer; Rep. Mike Hawker; Mike Buller; LAA Legal; bobacree@gmail.com  
**Subject:** Exhibit D.pdf  
**Attachments:** Exhibit D.pdf; ATT00001.txt

Nola - here is Exhibit D. Pam

---

**From:** bob acree <bobacree@gmail.com>  
**Sent:** Thursday, September 19, 2013 10:54 AM  
**To:** Don Don McClintock  
**Cc:** Nola Cedergreen; David Franklin  
**Subject:** Lease signature/ notary  
**Attachments:** Scanned from a Xerox multifunction device-2.pdf

Nola and Don,

Attached find the lease signature and notary pages.

The originals were sent this morning via USPS Express Mail to Don's office.

Thanks for all of your help,

Bob

---

**From:** Donald W. McClintock <dwm@anchorlaw.com>  
**Sent:** Thursday, September 19, 2013 10:58 AM  
**To:** 'bob acree'  
**Cc:** Nola Cedergreen; David Franklin  
**Subject:** RE: Lease signature/ notary

**Importance:** High

Bob,

Stand-by, LAA changed the signature page.

Don

Donald W. McClintock  
Ashburn & Mason, P.C.  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
(907) 276-4331 (voice)  
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Sent: Thursday, September 19, 2013 10:54 AM  
To: Donald W. McClintock  
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Bob

---

**From:** Nola Cedergreen  
**Sent:** Thursday, September 19, 2013 11:43 AM  
**To:** laa.legal@akleg.gov; Pamela.Varni@akleg.gov  
**Cc:** mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; bobacree@gmail.com  
**Subject:** FW: Lease signature/ notary  
**Attachments:** Scanned from a Xerox multifunction device-2.pdf

Everyone:

Is there any reason we cannot accept Mr. Acree's signature at this time?

I will make the changes that Doug Gardner requested earlier today (copied below) which are all related to format vs. content. We can collect signatures today as they are available and later circulate/route a single original copy to be signed off in preparation for recording.

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Here are the changes/edits we have identified:

- (1) p. 4, sec. 1.2; space required after the first paragraph;
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Thank you,

Doug Gardner"

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**From:** Mark Pfeffer <MPfeffer@PfefferDevelopment.com>  
**Sent:** Thursday, September 19, 2013 11:45 AM  
**To:** Nola Cedergreen; laa.legal@akleg.gov; Pamela.Varni@akleg.gov  
**Cc:** dwm@anchorlaw.com; Mike Buller; Doc Crouse; bobacree@gmail.com  
**Subject:** RE: Lease signature/ notary

We are good with that on our side.

Mark Pfeffer

PFEFFER DEVELOPMENT, LLC  
425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644 | f 907.646.4655 |

Cell Phone  
907 317 5030

-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Thursday, September 19, 2013 11:43 AM  
To: laa.legal@akleg.gov; Pamela.Varni@akleg.gov  
Cc: Mark Pfeffer; dwm@anchorlaw.com; Mike Buller; Doc Crouse; bobacree@gmail.com  
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---

**From:** Nola Cedergreen  
**Sent:** Thursday, September 19, 2013 11:46 AM  
**To:** Donald W. McClintock; 'Mark Pfeffer'  
**Cc:** Doc Crouse; Mike Buller  
**Subject:** RE: FINAL EXHIBIT A

Absolutely agree - good advice.

---

**From:** Donald W. McClintock [dwm@anchorlaw.com]  
**Sent:** Thursday, September 19, 2013 10:13 AM  
**To:** 'Mark Pfeffer'; Nola Cedergreen  
**Cc:** Doc Crouse; Mike Buller  
**Subject:** RE: FINAL EXHIBIT A

Mark and Nola,

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Large file

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*Mark Pfeffer*

**PFEFFER DEVELOPMENT, LLC**

425 G Street, Suite 210 | Anchorage, Alaska 99501

p 907 646 4644 | f 907.646.4655 |

**Cell Phone**

907 317 5030



---

**From:** Nola Cedergreen  
**Sent:** Thursday, September 19, 2013 11:47 AM  
**To:** Donald W. McClintock  
**Subject:** RE: LIO Lease LAA Legal review 9/19/13

Wow ... I checked my cell phone right before I went to an appointment that could not be rescheduled and things went crazy in about a one hour period.

I will make the minor changes that Doug requested (the signature blocks will have to be downsized substantially) but I did send out an e-mail requesting that we accept Mr. Acree's signature. Will see what Doug says.

---

From: Donald W. McClintock [dwm@anchorlaw.com]  
Sent: Thursday, September 19, 2013 10:05 AM  
To: 'LAA Legal'; Nola Cedergreen; 'Mpfeffer@pfefferdevelopment.com'; Pamela Varni  
Cc: Rep. Mike Hawker; Mike Buller; 'bobacree@gmail.com'  
Subject: RE: LIO Lease LAA Legal review 9/19/13

Nola,

In terms of Doug's comments, please confirm that will change the signature pages from yesterday. Bob has already mailed his from a rural post office and I need to let him know if he needs to redo it.

Thanks!

Don

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Sent by:

MaryEllen Duffy

Special Assistant

LAA Legal Services

907-465-6651 direct

907-465-2029 fax

MaryEllen.Duffy@akleg.gov

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Cc: Rep. Mike Hawker <Rep.Mike.Hawker@akleg.gov>; Mike Buller <mbuller@ahfc.us>; LAA Legal

<LAA.Legal@akleg.gov>; Donald W. McClintock; bobacree@gmail.com <bobacree@gmail.com>

Subject: RE: LIO Lease Signatures

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Mark Pfeffer

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**Cc:** mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; bobacree@gmail.com  
**Subject:** RE: Lease signature/ notary

Okay.  
Doug Gardner

Sent by:  
MaryEllen Duffy  
Special Assistant  
LAA Legal Services  
907-465-6651 direct  
907-465-2029 fax  
MaryEllen.Duffy@akleg.gov

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-----Original Message-----

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To: LAA Legal; Pamela Varni  
Cc: mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; bobacree@gmail.com  
Subject: FW: Lease signature/ notary

Everyone:

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Thanks for all of your help,

Bob

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---

**From:** Pamela Varni <Pamela.Varni@akleg.gov>  
**Sent:** Thursday, September 19, 2013 11:51 AM  
**To:** Nola Cedergreen  
**Cc:** LAA Legal; Pamela Varni; mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; bobacree@gmail.com  
**Subject:** Re: Lease signature/ notary

No problem.

Sent from my iPhone

On Sep 19, 2013, at 2:44 PM, "Nola Cedergreen" <ncedergr@ahfc.us> wrote:

> Everyone:  
>  
> Is there any reason we cannot accept Mr. Acree's signature at this time?  
>  
> I will make the changes that Doug Gardner requested earlier today (copied below) which are all related to format vs. content. We can collect signatures today as they are available and later circulate/route a single original copy to be signed off in preparation for recording.  
>  
>  
>  
> "Nola,  
> Here are the changes/edits we have identified:  
> (1) p. 4, sec. 1.2; space required after the first paragraph;  
> (2) p. 6, sec. 4(a)(4); add space between (4) and (5);  
> (3) p. 10, sec. 18; add space between secs. 18 and 19;  
> (4) Pam and my signature blocks need to go onto the same page as the other signatures;  
> (5) p. 22; please delete "13-065.plm" at the bottom of the page.  
> Thank you,  
> Doug Gardner"  
>  
>  
> \_\_\_\_\_  
> From: bob acree [bobacree@gmail.com]  
> Sent: Thursday, September 19, 2013 10:53 AM  
> To: Don Don McClintock  
> Cc: Nola Cedergreen; David Franklin  
> Subject: Lease signature/ notary  
>  
>  
> Nola and Don,  
>  
> Attached find the lease signature and notary pages.  
>  
> The originals were sent this morning via USPS Express Mail to Don's office.  
>  
> Thanks for all of your help,  
>  
> Bob

>

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> <Scanned from a Xerox multifunction device-2.pdf>

---

**From:** Nola Cedergreen  
**Sent:** Thursday, September 19, 2013 11:51 AM  
**To:** laa.legal@akleg.gov; Pamela.Varni@akleg.gov  
**Cc:** Mike Buller; Doc Crouse  
**Subject:** FW: FINAL EXHIBIT B  
**Attachments:** LIO Exhibits B & B-1-9-19-13.pdf

---

**From:** Mark Pfeffer [MPfeffer@PfefferDevelopment.com]  
**Sent:** Thursday, September 19, 2013 9:22 AM  
**To:** Nola Cedergreen; dwm@anchorlaw.com  
**Subject:** FINAL EXHIBIT B

*Mark Pfeffer*

**PFEFFER DEVELOPMENT, LLC**

425 G Street, Suite 210 | Anchorage, Alaska 99501

p 907 646 4644 | f 907.646.4655 |

**Cell Phone**

907 317 5030



---

**From:** Nola Cedergreen  
**Sent:** Thursday, September 19, 2013 11:52 AM  
**To:** laa.legal@akleg.gov; Pamela.Varni@akleg.gov  
**Cc:** Mike Buller; Doc Crouse  
**Subject:** FW: FINAL EXHIBIT A  
**Attachments:** LIO LEASE FINAL EXHIBIT A - 9\_18\_13.pdf

---

**From:** Mark Pfeffer [MPfeffer@PfefferDevelopment.com]  
**Sent:** Thursday, September 19, 2013 9:20 AM  
**To:** Nola Cedergreen; dwm@anchorlaw.com  
**Subject:** FINAL EXHIBIT A

Large file

This is the same as previous versions except for pages 3-12 which are the revised architectural plans.

*Mark Pfeffer*

**PFEFFER DEVELOPMENT, LLC**

425 G Street, Suite 210 | Anchorage, Alaska 99501

p 907 646 4644 | f 907.646.4655 |

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**To:** Donald W. McClintock; 'Mpfeffer@pfefferdevelopment.com'; 'Pamela.Varni@akleg.gov'  
**Cc:** 'Rep.Mike.Hawker@akleg.gov'; Mike Buller; 'LAA.Legal@akleg.gov'; 'bobacree@gmail.com'  
**Subject:** RE: LIO Lease Signatures

I am working remotely ... out of State dealing with some family issues following my father's recent death.

Please address all hard copies to Michael Buller (Alaska Housing Finance Corporation 4300 Boniface Parkway Anchorage, Alaska 99504). AHFC also has courier service if you would like us to pick up the documents.

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Sorry about the confusion

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425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644 | f 907.646.4655 |

Cell Phone  
907 317 5030

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Sent: Wednesday, September 18, 2013 6:14 PM

To: Pamela Varni

Cc: Rep. Mike Hawker; Mark Pfeffer; Mike Buller; LAA Legal; dwm@anchorlaw.com; bobacree@gmail.com

Subject: LIO Lease Signatures

Signature pages for those who may need them. I have also attached a .pdf of the entire document.

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Thank you,  
Doug Gardner

Sent by:  
MaryEllen Duffy  
Special Assistant  
LAA Legal Services  
907-465-6651 direct  
907-465-2029 fax  
MaryEllen.Duffy@akleg.gov

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Mark Pfeffer

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425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644 | f 907.646.4655 |

Cell Phone  
907 317 5030

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Subject: LIO Lease Signatures

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**Sent:** Thursday, September 19, 2013 11:58 AM  
**To:** Donald W. McClintock  
**Subject:** RE: LIO Lease LAA Legal review 9/19/13

Good for him ... I feel a migraine coming on ;-)

---

From: Donald W. McClintock [dwm@anchorlaw.com]  
Sent: Thursday, September 19, 2013 11:53 AM  
To: Nola Cedergreen  
Subject: RE: LIO Lease LAA Legal review 9/19/13

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Sent by:  
MaryEllen Duffy  
Special Assistant

LAA Legal Services  
907-465-6651 direct  
907-465-2029 fax  
MaryEllen.Duffy@akleg.gov

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**Sent:** Thursday, September 19, 2013 12:03 PM  
**To:** Nola Cedergreen  
**Subject:** RE: LIO Lease Signatures

Nola,

Sorry to hear about your loss; my Dad died 2 years ago and I was executor, so I have a good sense of what you are up to.

I am impressed though; your level of keeping up gave no hint you were not just chained to your desk. Maybe you are, just remotely!

Don

Donald W. McClintock  
Ashburn & Mason, P.C.  
1227 W. 9th Ave. Ste. 200  
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**To:** LAA Legal; 'Donald W. McClintock'; 'Mpfeffer@pfefferdevelopment.com'; Pamela Varni  
**Cc:** Rep. Mike Hawker; Mike Buller; 'bobacree@gmail.com'  
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907-465-6651 direct  
907-465-2029 fax  
MaryEllen.Duffy@akleg.gov

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**From:** Nola Cedergreen  
**Sent:** Thursday, September 19, 2013 12:12 PM  
**To:** Donald W. McClintock  
**Subject:** RE: LIO Lease Signatures

Thanks ... as you know only too well in addition to the sadness, it is nearly a full-time job getting things taken care of for the surviving spouse. My Mom is 81 ... and, some family members have not always had her best interests in mind.

I have plenty of work for AHFC and AGDC too. It is a good thing - keeps me on track.

---

From: Donald W. McClintock [dwm@anchorlaw.com]  
Sent: Thursday, September 19, 2013 12:03 PM  
To: Nola Cedergreen  
Subject: RE: LIO Lease Signatures

Nola,

Sorry to hear about your loss; my Dad died 2 years ago and I was executor, so I have a good sense of what you are up to.

I am impressed though; your level of keeping up gave no hint you were not just chained to your desk. Maybe you are, just remotely!

Don

Donald W. McClintock  
Ashburn & Mason, P.C.  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
(907) 276-4331 (voice)  
(907) 277-8235 (fax)  
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Sent: Thursday, September 19, 2013 11:54 AM  
To: Donald W. McClintock; 'Mpfeffer@pfefferdevelopment.com'; 'Pamela.Varni@akleg.gov'  
Cc: 'Rep.Mike.Hawker@akleg.gov'; Mike Buller; 'LAA.Legal@akleg.gov'; 'bobacree@gmail.com'  
Subject: RE: LIO Lease Signatures

I am working remotely ... out of State dealing with some family issues following my father's recent death.

Please address all hard copies to Michael Buller (Alaska Housing Finance Corporation 4300 Boniface Parkway Anchorage, Alaska 99504). AHFC also has courier service if you would like us to pick up the documents.

---

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Thanks - that means we are done. I will be distributing the "09192013 Final" within minutes.

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From: LAA Legal [LAA.Legal@akleg.gov]

Sent: Thursday, September 19, 2013 9:47 AM

To: Nola Cedergreen; 'Donald W. McClintock'; 'Mpfeffer@pfefferdevelopment.com'; Pamela Varni

Cc: Rep. Mike Hawker; Mike Buller; 'bobacree@gmail.com'

Subject: RE: LIO Lease LAA Legal review 9/19/13

Nola,

Here are the changes/edits we have identified:

(1) p. 4, sec. 1.2; space required after the first paragraph;

(2) p. 6, sec. 4(a)(4); add space between (4) and (5);

(3) p. 10, sec. 18; add space between secs. 18 and 19;

(4) Pam and my signature blocks need to go onto the same page as the other signatures;

(5) p. 22; please delete "13-065.plm" at the bottom of the page.

Thank you,

Doug Gardner

Sent by:

MaryEllen Duffy

Special Assistant

LAA Legal Services

907-465-6651 direct

907-465-2029 fax

MaryEllen.Duffy@akleg.gov

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-----Original Message-----

From: Donald W. McClintock [mailto:dwm@anchorlaw.com]  
Sent: Thursday, September 19, 2013 9:11 AM  
To: 'Mpfefter@pfefterdevelopment.com'; 'ncedergr@ahfc.us'; Pamela Varni  
Cc: Rep. Mike Hawker; 'mbuller@ahfc.us'; LAA Legal; 'bobacree@gmail.com'  
Subject: Re: LIO Lease Signatures

Nola,

Will you be the point of return for original signatures as well as scanned copies? If so could you send out the mailing address So I can forward to Bob?

Thanks  
Don

----- Original Message -----

From: Mark Pfeffer [mailto:MPfeffer@PfefferDevelopment.com]  
Sent: Thursday, September 19, 2013 08:59 AM  
To: Nola Cedergreen <ncedergr@ahfc.us>; Pamela Varni <Pamela.Varni@akleg.gov>  
Cc: Rep. Mike Hawker <Rep.Mike.Hawker@akleg.gov>; Mike Buller <mbuller@ahfc.us>; LAA Legal <LAA.Legal@akleg.gov>; Donald W. McClintock; bobacree@gmail.com <bobacree@gmail.com>  
Subject: RE: LIO Lease Signatures

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Just realized that there is a revised set of plans from the architects that incorporate the changes discussed last Friday with Rep. Hawker, Pam and Juli.

Recreating a new Exhibit A with today's date.

Sorry about the confusion

Mark Pfeffer

PFEFFER DEVELOPMENT, LLC  
425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644 | f 907.646.4655 |

Cell Phone  
907 317 5030

-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]

Sent: Wednesday, September 18, 2013 6:14 PM

To: Pamela Varni

Cc: Rep. Mike Hawker; Mark Pfeffer; Mike Buller; LAA Legal; dwm@anchorlaw.com; bobacree@gmail.com

Subject: LIO Lease Signatures

Signature pages for those who may need them. I have also attached a .pdf of the entire document.

Exhibit A is complete; Exhibit B will be finalized tomorrow morning; Exhibit C is complete; Exhibit D is in the process of being finalized.

We will be ready to sign off on everything after Doug has completed his final review tomorrow morning.

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**From:** Nola Cedergreen  
**Sent:** Thursday, September 19, 2013 12:31 PM  
**To:** Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov  
**Cc:** mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon  
**Subject:** September 19 Final LIO Lease  
**Attachments:** FINAL LIO LEASE 09192013.pdf

Here you go ...



---

**From:** Nola Cedergreen  
**Sent:** Thursday, September 19, 2013 12:33 PM  
**To:** Rep. Mike Hawker  
**Subject:** RE: LIO Lease LAA Legal review 9/19/13

Yep ... sorry to say. But, the good news is that I moved a couple of things around and managed to get all signatures on a single page as Doug had requested.

Cross your fingers; we should be done.

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From: Rep. Mike Hawker [Rep.Mike.Hawker@akleg.gov]  
Sent: Thursday, September 19, 2013 12:32 PM  
To: Nola Cedergreen  
Cc: Donald W. McClintock; Mark Pfeffer; LAA Legal; Pamela Varni; Mike Buller; bobacree@gmail.com  
Subject: Re: LIO Lease LAA Legal review 9/19/13

Hi Nola. Congrats. Will this involve 'new' signature pages? Thx. Mike

On Sep 19, 2013, at 2:25 PM, "Nola Cedergreen" <ncedergr@ahfc.us> wrote:

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> Don

>

> Donald W. McClintock  
> Ashburn & Mason, P.C.  
> 1227 W. 9th Ave. Ste. 200  
> Anchorage, AK 99501  
> (907) 276-4331 (voice)  
> (907) 277-8235 (fax)  
> www.anchorlaw.com

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> Cc: Rep. Mike Hawker; Mike Buller; 'bobacree@gmail.com'  
> Subject: RE: LIO Lease LAA Legal review 9/19/13

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> The Exhibit itself is then broken into two parts; B which deals with the overall project schedule and B-1 which deals with the interim space schedule in greater detail

>  
> Mark Pfeffer  
>  
> PFEFFER DEVELOPMENT, LLC  
> 425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644 | f 907.646.4655 |  
>  
> Cell Phone  
> 907 317 5030

>  
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> Sent: Thursday, September 19, 2013 12:10 PM  
> To: LAA Legal; 'Donald W. McClintock'; Mark Pfeffer; Pamela Varni  
> Cc: Rep. Mike Hawker; Mike Buller; 'bobacree@gmail.com'  
> Subject: RE: LIO Lease LAA Legal review 9/19/13

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> Everyone:  
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> I am working on the changes that Doug requested and found the document still references Exhibit B-1 Interim Occupancy Schedule on page 19. Since Exhibit B was updated earlier today, should I delete any/all reference to Exhibit B-1?

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**Sent:** Thursday, September 19, 2013 12:39 PM  
**To:** Nola Cedergreen  
**Subject:** Re: LIO Lease LAA Legal review 9/19/13

Good timing. I was about to get the earlier version signed and notarized.

I've never worked with any attorney with less technical or practical transactions understanding than Gardner. Apologies.

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**Sent:** Thursday, September 19, 2013 12:47 PM  
**To:** 'Mark Pfeffer'; Nola Cedergreen  
**Subject:** RE: September 19 Final LIO Lease

I think we need one more notary block for the Alaska Trust since Alana signs it. Sorry.

Donald W. McClintock  
Ashburn & Mason, P.C.  
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Anchorage, AK 99501  
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So.....ready for my signature I presume?

Mark Pfeffer

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---

**From:** Nola Cedergreen  
**Sent:** Thursday, September 19, 2013 12:49 PM  
**To:** Mark Pfeffer  
**Subject:** RE: September 19 Final LIO Lease

Go for it ... no response from Mr. Gardner, so I assume it's OK.

---

From: Mark Pfeffer [MPfeffer@PfefferDevelopment.com]  
Sent: Thursday, September 19, 2013 12:43 PM  
To: Nola Cedergreen  
Cc: dwm@anchorlaw.com  
Subject: RE: September 19 Final LIO Lease

So.....ready for my signature I presume?

Mark Pfeffer

PFEFFER DEVELOPMENT, LLC  
425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644 | f 907.646.4655 |

Cell Phone  
907 317 5030

-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Thursday, September 19, 2013 12:31 PM  
To: Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov  
Cc: Mark Pfeffer; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon  
Subject: September 19 Final LIO Lease

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---

**From:** Nola Cedergreen  
**Sent:** Thursday, September 19, 2013 12:58 PM  
**To:** Donald W. McClintock; mpfeffer@pfefferdevelopment.com  
**Subject:** RE: September 19 Final LIO Lease  
**Attachments:** FINAL LIO LEASE 09192013.docx

See page 21 ... I went to a smaller font in order to get the third notary on the page. Does it read correctly?

---

From: Donald W. McClintock [dwm@anchorlaw.com]  
Sent: Thursday, September 19, 2013 12:46 PM  
To: 'Mark Pfeffer'; Nola Cedergreen  
Subject: RE: September 19 Final LIO Lease

I think we need one more notary block for the Alaska Trust since Alana signs it. Sorry.

Donald W. McClintock  
Ashburn & Mason, P.C.  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
(907) 276-4331 (voice)  
(907) 277-8235 (fax)  
www.anchorlaw.com

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From: Mark Pfeffer [mailto:MPfeffer@PfefferDevelopment.com]  
Sent: Thursday, September 19, 2013 12:44 PM  
To: Nola Cedergreen  
Cc: Donald W. McClintock  
Subject: RE: September 19 Final LIO Lease

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Mark Pfeffer

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Sent: Thursday, September 19, 2013 12:31 PM

To: Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov

Cc: Mark Pfeffer; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon

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---

**From:** Donald W. McClintock <dwm@anchorlaw.com>  
**Sent:** Thursday, September 19, 2013 1:04 PM  
**To:** Nola Cedergreen; mpfeffer@pfefferdevelopment.com  
**Subject:** RE: September 19 Final LIO Lease  
**Attachments:** FINAL LIO LEASE 09192013.docx

Great, that works! Good for the printers from my perspective.

thanks

Don

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Sent: Thursday, September 19, 2013 12:58 PM  
To: Donald W. McClintock; mpfeffer@pfefferdevelopment.com  
Subject: RE: September 19 Final LIO Lease

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**From:** Nola Cedergreen  
**Sent:** Thursday, September 19, 2013 1:11 PM  
**To:** Nola Cedergreen; Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov  
**Cc:** mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon  
**Subject:** RE: September 19 Final LIO Lease  
**Attachments:** FINAL LIO LEASE Sept 19 2013.pdf

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**Subject:** September 19 Final LIO Lease

Here you go ...

---

**From:** Donald W. McClintock <dwm@anchorlaw.com>  
**Sent:** Thursday, September 19, 2013 1:29 PM  
**To:** Nola Cedergreen  
**Cc:** mpfeffer@pfefferdevelopment.com; Mike Buller; Doc Crouse; Greg Rochon  
**Subject:** RE: September 19 Final LIO Lease

Mark,

Do you want to go over to AHFC where they can put together a package agreement with all exhibits; you guys can initial Ex. A & B as I discussed with Nola earlier today and you can deliver your signature there?

Thanks  
Don

Donald W. McClintock  
Ashburn & Mason, P.C.  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
(907) 276-4331 (voice)  
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Sent: Thursday, September 19, 2013 1:11 PM  
To: Nola Cedergreen; Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov  
Cc: mpfeffer@pfefferdevelopment.com; Donald W. McClintock; Mike Buller; Doc Crouse; Greg Rochon  
Subject: RE: September 19 Final LIO Lease

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---

**From:** Mark Pfeffer <MPfeffer@PfefferDevelopment.com>  
**Sent:** Thursday, September 19, 2013 1:30 PM  
**To:** Donald W. McClintock  
**Cc:** Nola Cedergreen; Mike Buller; Doc Crouse; Greg Rochon  
**Subject:** Re: September 19 Final LIO Lease

Sure. I have a 3:00 pm.

Mike you guys around?

Sent from my iPad

> On Sep 19, 2013, at 1:29 PM, "Donald W. McClintock" <dwm@anchorlaw.com> wrote:

>

> Mark,

>

> Do you want to go over to AHFC where they can put together a package agreement with all exhibits; you guys can initial Ex. A & B as I discussed with Nola earlier today and you can deliver your signature there?

>

> Thanks

> Don

>

> Donald W. McClintock

> Ashburn & Mason, P.C.

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> From: Nola Cedergreen [mailto:ncedergr@ahfc.us]

> Sent: Thursday, September 19, 2013 1:11 PM

> To: Nola Cedergreen; Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov

> Cc: mpfeffer@pfefferdevelopment.com; Donald W. McClintock; Mike Buller; Doc Crouse; Greg Rochon

> Subject: RE: September 19 Final LIO Lease

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> Cc: mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon  
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**From:** Donald W. McClintock <dwm@anchorlaw.com>  
**Sent:** Thursday, September 19, 2013 1:32 PM  
**To:** Nola Cedergreen; Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov  
**Cc:** mpfeffer@pfefferdevelopment.com; Mike Buller; Doc Crouse; Greg Rochon  
**Subject:** RE: September 19 Final LIO Lease  
**Attachments:** FINAL LIO LEASE Sept 19 2013.pdf

Thanks Nola, Let the signatures begin!

From Pam's earlier e-mail, we should copy everyone with the scanned signatures so she will know when to sign. Acree's signature is already in.

Don

Donald W. McClintock  
Ashburn & Mason, P.C.  
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Cc: mpfeffer@pfefferdevelopment.com; Donald W. McClintock; Mike Buller; Doc Crouse; Greg Rochon  
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---

**From:** Doc Crouse  
**Sent:** Thursday, September 19, 2013 1:49 PM  
**To:** Nola Cedergreen  
**Subject:** RE: FINAL EXHIBIT B

Nola,

This Exhibit should have had final completion/occupancy verbiage in it that Don McClintock had sent out for review earlier. Has it been included somewhere else?

Thanks.

Doc

---

**From:** Nola Cedergreen  
**Sent:** Thursday, September 19, 2013 11:51 AM  
**To:** laa.legal@akleg.gov; Pamela.Varni@akleg.gov  
**Cc:** Mike Buller; Doc Crouse  
**Subject:** FW: FINAL EXHIBIT B

---

**From:** Mark Pfeffer [MPfeffer@PfefferDevelopment.com]  
**Sent:** Thursday, September 19, 2013 9:22 AM  
**To:** Nola Cedergreen; [dwm@anchorlaw.com](mailto:dwm@anchorlaw.com)  
**Subject:** FINAL EXHIBIT B

*Mark Pfeffer*

**PFEFFER DEVELOPMENT, LLC**

425 G Street, Suite 210 | Anchorage, Alaska 99501

p 907 646 4644 | f 907.646.4655 |

**Cell Phone**

907 317 5030

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**Sent:** Thursday, September 19, 2013 1:54 PM  
**To:** Donald W. McClintock; Nola Cedergreen; 'Rep.Mike.Hawker@akleg.gov';  
'laa.legal@akleg.gov'; 'Pamela.Varni@akleg.gov'  
**Cc:** 'mpfeffer@pfefferdevelopment.com'; Mike Buller; Doc Crouse; Greg Rochon  
**Subject:** RE: September 19 Final LIO Lease

Nola and Doug,

Because we are all signing electronically and the exhibits are not all compiled with the signature document (which I am not recommending due to the size of the file), all of the final exhibits should be in circulation today. I have seen Exhibits A, B, B-1 and D, but I have not seen Exhibit C. Can that be circulated as well?

Thanks

Don

Donald W. McClintock  
Ashburn & Mason, P.C.  
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---

**From:** LAA Legal <LAA.Legal@akleg.gov>  
**Sent:** Thursday, September 19, 2013 1:56 PM  
**To:** Nola Cedergreen  
**Cc:** Pamela Varni  
**Subject:** RE: September 19 Final LIO Lease Signature  
**Attachments:** DougGardner's Signature.pdf

Nola,  
Pam wants to be sure she signs only after all the other signers. Once you have all the other signatures, please advise, and I will provide Pam's signature page. I also understand that we are to provide the original signature pages to Mike Buller via mail. Please let me know if you need something else, or have different instructions.

Attached please find a .pdf of my signature page.  
Thank you,  
Doug

Sent by:  
MaryEllen Duffy  
Special Assistant  
LAA Legal Services  
907-465-6651 direct  
907-465-2029 fax  
MaryEllen.Duffy@akleg.gov

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Subject: September 19 Final LIO Lease

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---

**From:** Nola Cedergreen  
**Sent:** Thursday, September 19, 2013 1:56 PM  
**To:** Doc Crouse  
**Subject:** RE: FINAL EXHIBIT B

Not that I am aware of. Good catch.

---

**From:** Doc Crouse  
**Sent:** Thursday, September 19, 2013 1:49 PM  
**To:** Nola Cedergreen  
**Subject:** RE: FINAL EXHIBIT B

Nola,

This Exhibit should have had final completion/occupancy verbiage in it that Don McClintock had sent out for review earlier. Has it been included somewhere else?

Thanks.

Doc

---

**From:** Nola Cedergreen  
**Sent:** Thursday, September 19, 2013 11:51 AM  
**To:** laa.legal@akleg.gov; Pamela.Varni@akleg.gov  
**Cc:** Mike Buller; Doc Crouse  
**Subject:** FW: FINAL EXHIBIT B

---

**From:** Mark Pfeffer [MPfeffer@PfefferDevelopment.com]  
**Sent:** Thursday, September 19, 2013 9:22 AM  
**To:** Nola Cedergreen; [dwm@anchorlaw.com](mailto:dwm@anchorlaw.com)  
**Subject:** FINAL EXHIBIT B

*Mark Pfeffer*

**PFEFFER DEVELOPMENT, LLC**

425 G Street, Suite 210 | Anchorage, Alaska 99501

p 907 646 4644 | f 907.646.4655 |

**Cell Phone**

907 317 5030



---

**From:** Nola Cedergreen  
**Sent:** Thursday, September 19, 2013 1:57 PM  
**To:** LAA Legal  
**Subject:** RE: September 19 Final LIO Lease Signature

Thanks much, Doug.

Right now I have you and Mr. Acree.

Stay tuned.

---

From: LAA Legal [LAA.Legal@akleg.gov]  
Sent: Thursday, September 19, 2013 1:55 PM  
To: Nola Cedergreen  
Cc: Pamela Varni  
Subject: RE: September 19 Final LIO Lease Signature

Nola,  
Pam wants to be sure she signs only after all the other signers. Once you have all the other signatures, please advise, and I will provide Pam's signature page. I also understand that we are to provide the original signature pages to Mike Buller via mail. Please let me know if you need something else, or have different instructions.

Attached please find a .pdf of my signature page.

Thank you,  
Doug

Sent by:  
MaryEllen Duffy  
Special Assistant  
LAA Legal Services  
907-465-6651 direct  
907-465-2029 fax  
MaryEllen.Duffy@akleg.gov

Warning: This message and any attachments to it are confidential. If you have received this message in error, please notify the sender by electronic mail and delete the message. If you are not the intended recipient of this message, you are hereby notified that disclosing, disseminating, or copying this message or any attachments to it is prohibited. Thank you.

-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Thursday, September 19, 2013 1:11 PM

To: Nola Cedergreen; Rep. Mike Hawker; LAA Legal; Pamela Varni  
Cc: mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon  
Subject: RE: September 19 Final LIO Lease

Had to make one more minor change ... reduced the font size and added a third notary block for the Lessor on page 21. This impacts nothing other than the Lessor's notary acknowledgements; all signature blocks and notary sections for the Lessee remain the same and all pagination remains the same.

---

From: Nola Cedergreen  
Sent: Thursday, September 19, 2013 12:31 PM  
To: Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov  
Cc: mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon  
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---

**From:** Nola Cedergreen  
**Sent:** Thursday, September 19, 2013 1:58 PM  
**To:** Donald W. McClintock  
**Subject:** RE: September 19 Final LIO Lease

I'm in a holding pattern and will distribute copies of all when I get them collected. Right now I have Mr. Acree and Doug Gardner.

---

From: Donald W. McClintock [dwm@anchorlaw.com]  
Sent: Thursday, September 19, 2013 1:32 PM  
To: Nola Cedergreen; Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov  
Cc: mpfeffer@pfefferdevelopment.com; Mike Buller; Doc Crouse; Greg Rochon  
Subject: RE: September 19 Final LIO Lease

Thanks Nola, Let the signatures begin!

From Pam's earlier e-mail, we should copy everyone with the scanned signatures so she will know when to sign. Acree's signature is already in.

Don

Donald W. McClintock  
Ashburn & Mason, P.C.  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
(907) 276-4331 (voice)  
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**From:** Mark Pfeffer <MPfeffer@PfefferDevelopment.com>  
**Sent:** Thursday, September 19, 2013 1:58 PM  
**To:** Donald W. McClintock; Nola Cedergreen; 'Rep.Mike.Hawker@akleg.gov';  
'laa.legal@akleg.gov'; 'Pamela.Varni@akleg.gov'  
**Cc:** Mike Buller; Doc Crouse; Greg Rochon  
**Subject:** Pfeffer Signature  
**Attachments:** LIO Lease Pfeffer Signature.pdf

Attached.

Thank you everyone.

Fanfare to follow

Mark Pfeffer

PFEFFER DEVELOPMENT, LLC  
425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644 | f 907.646.4655 |

Cell Phone  
907 317 5030

-----Original Message-----

From: Donald W. McClintock [mailto:dwm@anchorlaw.com]  
Sent: Thursday, September 19, 2013 1:54 PM  
To: Donald W. McClintock; 'Nola Cedergreen'; 'Rep.Mike.Hawker@akleg.gov'; 'laa.legal@akleg.gov';  
'Pamela.Varni@akleg.gov'  
Cc: Mark Pfeffer; 'Mike Buller'; 'Doc Crouse'; 'Greg Rochon'  
Subject: RE: September 19 Final LIO Lease

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Cc: mpfeffer@pfefferdevelopment.com; Mike Buller; Doc Crouse; Greg Rochon

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Sent: Thursday, September 19, 2013 1:11 PM

To: Nola Cedergreen; Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov

Cc: mpfeffer@pfefferdevelopment.com; Donald W. McClintock; Mike Buller; Doc Crouse; Greg Rochon

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Cc: mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon

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---

**From:** Nola Cedergreen  
**Sent:** Thursday, September 19, 2013 1:59 PM  
**To:** Mark Pfeffer  
**Subject:** RE: Pfeffer Signature

Ta Da!

---

From: Mark Pfeffer [MPfeffer@PfefferDevelopment.com]  
Sent: Thursday, September 19, 2013 1:57 PM  
To: Donald W. McClintock; Nola Cedergreen; 'Rep.Mike.Hawker@akleg.gov'; 'laa.legal@akleg.gov'; 'Pamela.Varni@akleg.gov'  
Cc: Mike Buller; Doc Crouse; Greg Rochon  
Subject: Pfeffer Signature

Attached.

Thank you everyone.

Fanfare to follow

Mark Pfeffer

PFEFFER DEVELOPMENT, LLC  
425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644 | f 907.646.4655 |

Cell Phone  
907 317 5030

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Sent: Thursday, September 19, 2013 1:54 PM  
To: Donald W. McClintock; 'Nola Cedergreen'; 'Rep.Mike.Hawker@akleg.gov'; 'laa.legal@akleg.gov'; 'Pamela.Varni@akleg.gov'  
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Thanks

Don

Donald W. McClintock



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Sent: Thursday, September 19, 2013 1:11 PM  
To: Nola Cedergreen; Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov  
Cc: mpfeffer@pfefferdevelopment.com; Donald W. McClintock; Mike Buller; Doc Crouse; Greg Rochon  
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Sent: Thursday, September 19, 2013 12:31 PM

To: Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov

Cc: mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon

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---

**From:** Mike Hawker <mhawker@gci.net>  
**Sent:** Thursday, September 19, 2013 1:59 PM  
**To:** Pfeffer Mark; Nola Cedergreen  
**Subject:** Fwd:  
**Attachments:** 20130919154443171.pdf; ATT00001.htm

Already sent to Don and Pam.

Begin forwarded message:

**From:** <[noreply@gtlc.com](mailto:noreply@gtlc.com)>  
**Date:** September 19, 2013, 3:44:43 PM MDT  
**To:** <[mhawker@gci.net](mailto:mhawker@gci.net)>

This E-mail was sent from "JLL-PTR-GO-COPIER" (Aficio 3045).

Scan Date: 09.19.2013 15:44:43 (-0600)  
Queries to: [noreply@gtlc.com](mailto:noreply@gtlc.com)

---

**From:** Donald W. McClintock <dwm@anchorlaw.com>  
**Sent:** Thursday, September 19, 2013 2:01 PM  
**To:** Nola Cedergreen  
**Cc:** 'laa.legal@akleg.gov'; 'mpfeffer@pfefferdevelopment.com'  
**Subject:** FW: Fwd:  
**Attachments:** 20130919154443171.pdf; ATT00001.htm

Nola and Doug,

Rep. Hawker's signature was forwarded through to Pam and me; since Pam is out, I am forwarding it on.

Don

**Donald W. McClintock**  
**Ashburn & Mason, P.C.**  
1227 W. 9th Ave. Ste. 200  
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**From:** Mike Hawker [mailto:mhawker@gci.net]  
**Sent:** Thursday, September 19, 2013 1:55 PM  
**To:** Donald W. McClintock; Varni Pamela  
**Subject:** Fwd:

Begin forwarded message:

**From:** <noreply@gtlc.com>  
**Date:** September 19, 2013, 3:44:43 PM MDT  
**To:** <mhawker@gci.net>

This E-mail was sent from "JLL-PTR-GO-COPIER" (Aficio 3045).

Scan Date: 09.19.2013 15:44:43 (-0600)  
Queries to: [noreply@gtlc.com](mailto:noreply@gtlc.com)

---

**From:** Doc Crouse  
**Sent:** Thursday, September 19, 2013 2:02 PM  
**To:** Nola Cedergreen  
**Subject:** Re: FINAL EXHIBIT B

Thanks. I have an email in to Mark.

Sent from my iPhone

On Sep 19, 2013, at 1:56 PM, "Nola Cedergreen" <[ncedergr@ahfc.us](mailto:ncedergr@ahfc.us)> wrote:

Not that I am aware of. Good catch.

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Nola,

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*Mark Pfeffer*

**PFEFFER DEVELOPMENT, LLC**  
425 G Street, Suite 210 | Anchorage, Alaska 99501  
p 907 646 4644 | f 907.646.4655 |

**Cell Phone**  
907 317 5030

---

**From:** Mark Pfeffer <MPfeffer@PfefferDevelopment.com>  
**Sent:** Thursday, September 19, 2013 2:03 PM  
**To:** Nola Cedergreen  
**Subject:** RE: Pfeffer Signature

Ta Da, To say the least.

Thanks for all of the hard work Nola

Mark Pfeffer

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Sent: Thursday, September 19, 2013 12:31 PM

To: Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov

Cc: mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon

Subject: September 19 Final LIO Lease

Here you go ...

The information transmitted in this email and any attachments is intended only for the personal and confidential use of the intended recipients. This message may be or may contain privileged and confidential communications. If you as the reader are not the intended recipient, you are hereby notified that you have received this communication in error and that any retention, review, use, dissemination, distribution or copying of this communication or the information contained is strictly prohibited. The sender does not accept any responsibility for any loss, disruption or damage to your data or computer system that may occur while using data contained in, or transmitted with, this e-mail. If you have received this communication in error, please notify the sender immediately and delete the original message from your system.

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---

**From:** Nola Cedergreen  
**Sent:** Thursday, September 19, 2013 2:04 PM  
**To:** Mark Pfeffer  
**Subject:** RE: Pfeffer Signature

You're welcome.

---

From: Mark Pfeffer [MPfeffer@PfefferDevelopment.com]  
Sent: Thursday, September 19, 2013 2:02 PM  
To: Nola Cedergreen  
Subject: RE: Pfeffer Signature

Ta Da, To say the least.

Thanks for all of the hard work Nola

Mark Pfeffer

PFEFFER DEVELOPMENT, LLC  
425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644 | f 907.646.4655 |

Cell Phone  
907 317 5030

-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Thursday, September 19, 2013 1:59 PM  
To: Mark Pfeffer  
Subject: RE: Pfeffer Signature

Ta Da!

---

From: Mark Pfeffer [MPfeffer@PfefferDevelopment.com]  
Sent: Thursday, September 19, 2013 1:57 PM  
To: Donald W. McClintock; Nola Cedergreen; 'Rep.Mike.Hawker@akleg.gov'; 'laa.legal@akleg.gov'; 'Pamela.Varni@akleg.gov'  
Cc: Mike Buller; Doc Crouse; Greg Rochon  
Subject: Pfeffer Signature

Attached.

Thank you everyone.

Fanfare to follow

Mark Pfeffer

PFEFFER DEVELOPMENT, LLC

425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644 | f 907.646.4655 |

Cell Phone

907 317 5030

-----Original Message-----

From: Donald W. McClintock [mailto:dwm@anchorlaw.com]

Sent: Thursday, September 19, 2013 1:54 PM

To: Donald W. McClintock; 'Nola Cedergreen'; 'Rep.Mike.Hawker@akleg.gov'; 'laa.legal@akleg.gov'; 'Pamela.Varni@akleg.gov'

Cc: Mark Pfeffer; 'Mike Buller'; 'Doc Crouse'; 'Greg Rochon'

Subject: RE: September 19 Final LIO Lease

Nola and Doug,

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Thanks

Don

Donald W. McClintock

Ashburn & Mason, P.C.

1227 W. 9th Ave. Ste. 200

Anchorage, AK 99501

(907) 276-4331 (voice)

(907) 277-8235 (fax)

www.anchorlaw.com

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From: Donald W. McClintock

Sent: Thursday, September 19, 2013 1:32 PM

To: 'Nola Cedergreen'; Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov

Cc: mpfeffer@pfefferdevelopment.com; Mike Buller; Doc Crouse; Greg Rochon

Subject: RE: September 19 Final LIO Lease

Thanks Nola, Let the signatures begin!

From Pam's earlier e-mail, we should copy everyone with the scanned signatures so she will know when to sign. Acree's signature is already in.

Don

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To: Nola Cedergreen; Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov  
Cc: mpfeffer@pfefferdevelopment.com; Donald W. McClintock; Mike Buller; Doc Crouse; Greg Rochon  
Subject: RE: September 19 Final LIO Lease

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---

**From:** Nola Cedergreen  
**Sent:** Thursday, September 19, 2013 2:13 PM  
**To:** Pamela.Varni@akleg.gov  
**Cc:** Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; bobacree@gmail.com  
**Subject:** Signatures  
**Attachments:** Rep Hawker Signature LIO 09192013.pdf; DougGardner's Signature LIO 09192013.pdf; LIO Lease Pfeffer Signature 09192013.pdf; Robert Acree Signature 09192013.pdf

We are ready for you to sign, Pam. I've attached copies of the following signatures:

Representative Hawker  
Doug Gardner  
Mark Pfeffer  
Robert Acree

This information will all be saved as a permanent record. However, once everyone is back in town, we will circulate a single original document in order to obtain all signatures and notary acknowledgements on the designated pages - to ready the document for recording.

---

**From:** Donald W. McClintock <dwm@anchorlaw.com>  
**Sent:** Thursday, September 19, 2013 2:09 PM  
**To:** 'Mark Pfeffer'  
**Cc:** Nola Cedergreen; 'laa.legal@akleg.gov'  
**Subject:** RE: Fwd:  
**Attachments:** Lease signature- notary (00151824).msg

Nola has Acree's signature already, but here it is again.

Don

**Donald W. McClintock**  
**Ashburn & Mason, P.C.**  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
(907) 276-4331 (voice)  
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---

**From:** Mark Pfeffer [mailto:MPfeffer@PfefferDevelopment.com]  
**Sent:** Thursday, September 19, 2013 2:05 PM  
**To:** Donald W. McClintock  
**Subject:** RE: Fwd:

You going to send out the acree sig?

*Mark Pfeffer*

**PFEFFER DEVELOPMENT, LLC**  
425 G Street, Suite 210 | Anchorage, Alaska 99501  
p 907 646 4644 | f 907.646.4655 |

**Cell Phone**  
907 317 5030

---

**From:** Donald W. McClintock [mailto:dwm@anchorlaw.com]  
**Sent:** Thursday, September 19, 2013 2:01 PM  
**To:** 'Nola Cedergreen'  
**Cc:** 'laa.legal@akleg.gov'; Mark Pfeffer  
**Subject:** FW: Fwd:

Nola and Doug,

Rep. Hawker's signature was forwarded through to Pam and me; since Pam is out, I am forwarding it on.

Don

**Donald W. McClintock**  
**Ashburn & Mason, P.C.**  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
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---

**From:** Mike Hawker [<mailto:mhawker@gci.net>]  
**Sent:** Thursday, September 19, 2013 1:55 PM  
**To:** Donald W. McClintock; Varni Pamela  
**Subject:** Fwd:

Begin forwarded message:

**From:** <[noreply@gtlc.com](mailto:noreply@gtlc.com)>  
**Date:** September 19, 2013, 3:44:43 PM MDT  
**To:** <[mhawker@gci.net](mailto:mhawker@gci.net)>

This E-mail was sent from "JLL-PTR-GO-COPIER" (Aficio 3045).

Scan Date: 09.19.2013 15:44:43 (-0600)  
Queries to: [noreply@gtlc.com](mailto:noreply@gtlc.com)



---

**From:** Nola Cedergreen  
**Sent:** Thursday, September 19, 2013 2:24 PM  
**To:** Donald W. McClintock; 'Rep.Mike.Hawker@akleg.gov'; 'laa.legal@akleg.gov'; 'Pamela.Varni@akleg.gov'  
**Cc:** 'mpfeffer@pfefferdevelopment.com'; Mike Buller; Doc Crouse; Greg Rochon  
**Subject:** RE: September 19 Final LIO Lease  
**Attachments:** Exhibit C Final.pdf

---

From: Donald W. McClintock [dwm@anchorlaw.com]  
Sent: Thursday, September 19, 2013 1:53 PM  
To: Donald W. McClintock; Nola Cedergreen; 'Rep.Mike.Hawker@akleg.gov'; 'laa.legal@akleg.gov'; 'Pamela.Varni@akleg.gov'  
Cc: 'mpfeffer@pfefferdevelopment.com'; Mike Buller; Doc Crouse; Greg Rochon  
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---

**From:** Nola Cedergreen  
**Sent:** Thursday, September 19, 2013 2:14 PM  
**To:** Donald W. McClintock; 'Rep.Mike.Hawker@akleg.gov'; 'laa.legal@akleg.gov'; 'Pamela.Varni@akleg.gov'  
**Cc:** 'mpfeffer@pfefferdevelopment.com'; Mike Buller; Doc Crouse; Greg Rochon  
**Subject:** RE: September 19 Final LIO Lease  
**Attachments:** Exhibit C Final.pdf

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From: Donald W. McClintock [dwm@anchorlaw.com]  
Sent: Thursday, September 19, 2013 1:53 PM  
To: Donald W. McClintock; Nola Cedergreen; 'Rep.Mike.Hawker@akleg.gov'; 'laa.legal@akleg.gov'; 'Pamela.Varni@akleg.gov'  
Cc: 'mpfeffer@pfefferdevelopment.com'; Mike Buller; Doc Crouse; Greg Rochon  
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Cc: mpfeffer@pfefferdevelopment.com; Donald W. McClintock; Mike Buller; Doc Crouse; Greg Rochon  
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---

**From:** Pamela Varni <Pamela.Varni@akleg.gov>  
**Sent:** Thursday, September 19, 2013 2:18 PM  
**To:** Nola Cedergreen  
**Subject:** Re: Signatures

Had to take a cab to a Missouri bank for a notary. I just sent to Doug. He should send to you. Best regards. Pam

----- Original Message -----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Thursday, September 19, 2013 02:13 PM  
To: Pamela Varni  
Cc: Rep. Mike Hawker; LAA Legal; mpfeffer@pfefferdevelopment.com <mpfeffer@pfefferdevelopment.com>;  
dwm@anchorlaw.com <dwm@anchorlaw.com>; Mike Buller <mbuller@ahfc.us>; bobacree@gmail.com  
<bobacree@gmail.com>  
Subject: Signatures

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Doug Gardner  
Mark Pfeffer  
Robert Acree

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---

**From:** Nola Cedergreen  
**Sent:** Thursday, September 19, 2013 2:19 PM  
**To:** Pamela Varni  
**Subject:** RE: Signatures

Thanks, Pam.

---

From: Pamela Varni [Pamela.Varni@akleg.gov]  
Sent: Thursday, September 19, 2013 2:18 PM  
To: Nola Cedergreen  
Subject: Re: Signatures

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Cc: Rep. Mike Hawker; LAA Legal; mpfeffer@pfefferdevelopment.com <mpfeffer@pfefferdevelopment.com>;  
dwm@anchorlaw.com <dwm@anchorlaw.com>; Mike Buller <mbuller@ahfc.us>; bobacree@gmail.com  
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---

**From:** Nola Cedergreen  
**Sent:** Thursday, September 19, 2013 2:25 PM  
**To:** Pamela Varni  
**Subject:** RE: Signatures

I am happy for you as I understand how hard you've worked in trying to find suitable space for your organization. This should be a very professional and appropriate facility to house your headquarters.

Thanks for all of your help.

---

From: Pamela Varni [Pamela.Varni@akleg.gov]  
Sent: Thursday, September 19, 2013 2:18 PM  
To: Nola Cedergreen  
Subject: Re: Signatures

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Sent: Thursday, September 19, 2013 02:13 PM  
To: Pamela Varni  
Cc: Rep. Mike Hawker; LAA Legal; mpfeffer@pfefferdevelopment.com <mpfeffer@pfefferdevelopment.com>; dwm@anchorlaw.com <dwm@anchorlaw.com>; Mike Buller <mbuller@ahfc.us>; bobacree@gmail.com <bobacree@gmail.com>  
Subject: Signatures

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**To:** Nola Cedergreen  
**Subject:** RE: September 19 Final LIO Lease

Thanks!

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(907) 277-8235 (fax)  
www.anchorlaw.com

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-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Thursday, September 19, 2013 2:24 PM  
To: Donald W. McClintock; 'Rep.Mike.Hawker@akleg.gov'; 'laa.legal@akleg.gov'; 'Pamela.Varni@akleg.gov'  
Cc: 'mpfeffer@pfefferdevelopment.com'; Mike Buller; Doc Crouse; Greg Rochon  
Subject: RE: September 19 Final LIO Lease

---

From: Donald W. McClintock [dwm@anchorlaw.com]  
Sent: Thursday, September 19, 2013 1:53 PM  
To: Donald W. McClintock; Nola Cedergreen; 'Rep.Mike.Hawker@akleg.gov'; 'laa.legal@akleg.gov';  
'Pamela.Varni@akleg.gov'  
Cc: 'mpfeffer@pfefferdevelopment.com'; Mike Buller; Doc Crouse; Greg Rochon  
Subject: RE: September 19 Final LIO Lease

Nola and Doug,

Because we are all signing electronically and the exhibits are not all compiled with the signature document (which I am not recommending due to the size of the file), all of the final exhibits should be in circulation today. I have seen Exhibits A, B, B-1 and D, but I have not seen Exhibit C. Can that be circulated as well?

Thanks

Don

Donald W. McClintock

Ashburn & Mason, P.C.  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
(907) 276-4331 (voice)  
(907) 277-8235 (fax)  
www.anchorlaw.com

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-----Original Message-----

From: Donald W. McClintock  
Sent: Thursday, September 19, 2013 1:32 PM  
To: 'Nola Cedergreen'; Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov  
Cc: mpfeffer@pfefferdevelopment.com; Mike Buller; Doc Crouse; Greg Rochon  
Subject: RE: September 19 Final LIO Lease

Thanks Nola, Let the signatures begin!

From Pam's earlier e-mail, we should copy everyone with the scanned signatures so she will know when to sign. Acree's signature is already in.

Don

Donald W. McClintock  
Ashburn & Mason, P.C.  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
(907) 276-4331 (voice)  
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-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Thursday, September 19, 2013 1:11 PM  
To: Nola Cedergreen; Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov  
Cc: mpfeffer@pfefferdevelopment.com; Donald W. McClintock; Mike Buller; Doc Crouse; Greg Rochon  
Subject: RE: September 19 Final LIO Lease

Had to make one more minor change ... reduced the font size and added a third notary block for the Lessor on page 21. This impacts nothing other than the Lessor's notary acknowledgements; all signature blocks and notary sections for the Lessee remain the same and all pagination remains the same.

---

From: Nola Cedergreen  
Sent: Thursday, September 19, 2013 12:31 PM  
To: Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov  
Cc: mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon  
Subject: September 19 Final LIO Lease

Here you go ...

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---

**From:** LAA Legal <LAA.Legal@akleg.gov>  
**Sent:** Thursday, September 19, 2013 2:34 PM  
**To:** Nola Cedergreen; Pamela Varni  
**Cc:** Rep. Mike Hawker; mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; bobacree@gmail.com  
**Subject:** RE: Pam's Signature  
**Attachments:** Pam's Signature Page.pdf

Nola,  
Please find attached Pam's notarized signature. I believe that you now have a completed and fully executed lease extension and amendment. Please confirm that the document is fully signed and executed in response to this e-mail, so we can all sleep well tonight. Thanks for all of your hard work.  
Doug G.

Sent by:  
MaryEllen Duffy  
Special Assistant  
LAA Legal Services  
907-465-6651 direct  
907-465-2029 fax  
MaryEllen.Duffy@akleg.gov

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-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Thursday, September 19, 2013 2:13 PM  
To: Pamela Varni  
Cc: Rep. Mike Hawker; LAA Legal; mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; bobacree@gmail.com  
Subject: Signatures

We are ready for you to sign, Pam. I've attached copies of the following signatures:

Representative Hawker  
Doug Gardner  
Mark Pfeffer  
Robert Acree

This information will all be saved as a permanent record. However, once everyone is back in town, we will circulate a single original document in order to obtain all signatures and notary acknowledgements on the designated pages - to ready the document for recording.

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---

**From:** Nola Cedergreen  
**Sent:** Thursday, September 19, 2013 2:48 PM  
**To:** LAA Legal; Pamela Varni  
**Cc:** Rep. Mike Hawker; mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; bobacree@gmail.com  
**Subject:** RE: Pam's Signature

Thanks, Doug.

With Pam's signature, we have a complete document. I believe copies of all exhibits have been distributed as well.

Details for later on/food for thought ... Because the exhibits are so large, when we prepare the document for recording, we may want to consider recording a simple description of the exhibits including a statement of where the original exhibits will be retained as opposed to recording the actual exhibits themselves. Something for the legal advisors to decide.

I appreciate all of the work everyone has put into this transaction. As my friend from New Zealand would say; "good on you".

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From: LAA Legal [LAA.Legal@akleg.gov]  
Sent: Thursday, September 19, 2013 2:34 PM  
To: Nola Cedergreen; Pamela Varni  
Cc: Rep. Mike Hawker; mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; bobacree@gmail.com  
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Sent by:  
MaryEllen Duffy  
Special Assistant  
LAA Legal Services  
907-465-6651 direct  
907-465-2029 fax  
MaryEllen.Duffy@akleg.gov

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From: Nola Cedergreen [mailto:ncedergr@ahfc.us]

Sent: Thursday, September 19, 2013 2:13 PM

To: Pamela Varni

Cc: Rep. Mike Hawker; LAA Legal; mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; bobacree@gmail.com

Subject: Signatures

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---

**From:** Mark Pfeffer <MPfeffer@PfefferDevelopment.com>  
**Sent:** Thursday, September 19, 2013 2:41 PM  
**To:** Mike Buller; Doc Crouse; dwm@anchorlaw.com; Bob Acree (bobacree@gmail.com); Nola Cedergreen; Mike Hawker  
**Subject:** Done Deal.....

Well, except for the part about Acree's first 21 years, Block 39, Block 102, 7<sup>th</sup> and F, Chevron Building and two RFI's that seemed easy enough. I mean, how hard can it be?

Thanks everyone for all of the help.

CONGRATULATIONS...I'm going to go buy a bar.

*Mark Pfeffer*

**PFEFFER DEVELOPMENT, LLC**

425 G Street, Suite 210 | Anchorage, Alaska 99501

p 907 646 4644 | f 907.646.4655 |

**Cell Phone**

907 317 5030



---

**From:** Pamela Varni <Pamela.Varni@akleg.gov>  
**Sent:** Thursday, September 19, 2013 2:49 PM  
**To:** Nola Cedergreen  
**Subject:** Re: Signatures

Yes it has been years and years but ultimately it takes eight votes to make it happen and a good Council Chair. We could have had the Nana Building but they waited too long. Pam

Sent from my iPhone

On Sep 19, 2013, at 5:27 PM, "Nola Cedergreen" <ncedergr@ahfc.us> wrote:

> I am happy for you as I understand how hard you've worked in trying to find suitable space for your organization. This should be a very professional and appropriate facility to house your headquarters.

>  
> Thanks for all of your help.

>  
>  
>  
>  
> \_\_\_\_\_

> From: Pamela Varni [Pamela.Varni@akleg.gov]  
> Sent: Thursday, September 19, 2013 2:18 PM  
> To: Nola Cedergreen  
> Subject: Re: Signatures

>  
> Had to take a cab to a Missouri bank for a notary. I just sent to Doug. He should send to you. Best regards. Pam  
>

> ----- Original Message -----

> From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
> Sent: Thursday, September 19, 2013 02:13 PM  
> To: Pamela Varni  
> Cc: Rep. Mike Hawker; LAA Legal; mpfeffer@pfefferdevelopment.com <mpfeffer@pfefferdevelopment.com>;  
dwm@anchorlaw.com <dwm@anchorlaw.com>; Mike Buller <mbuller@ahfc.us>; bobacree@gmail.com  
<bobacree@gmail.com>  
> Subject: Signatures

>  
> We are ready for you to sign, Pam. I've attached copies of the following signatures:

>  
> Representative Hawker  
> Doug Gardner  
> Mark Pfeffer  
> Robert Acree

>  
> This information will all be saved as a permanent record. However, once everyone is back in town, we will circulate a single original document in order to obtain all signatures and notary acknowledgements on the designated pages - to ready the document for recording.

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---

**From:** Nola Cedergreen  
**Sent:** Thursday, September 19, 2013 2:49 PM  
**To:** Mark Pfeffer; Mike Buller; Doc Crouse; [dwm@anchorlaw.com](mailto:dwm@anchorlaw.com); Bob Acree ([bobacree@gmail.com](mailto:bobacree@gmail.com)); Mike Hawker  
**Subject:** RE: Done Deal.....

Sign the paperwork before you check out the inventory!

---

**From:** Mark Pfeffer [[MPfeffer@PfefferDevelopment.com](mailto:MPfeffer@PfefferDevelopment.com)]  
**Sent:** Thursday, September 19, 2013 2:41 PM  
**To:** Mike Buller; Doc Crouse; [dwm@anchorlaw.com](mailto:dwm@anchorlaw.com); Bob Acree ([bobacree@gmail.com](mailto:bobacree@gmail.com)); Nola Cedergreen; Mike Hawker  
**Subject:** Done Deal.....

Well, except for the part about Acree's first 21 years, Block 39, Block 102, 7<sup>th</sup> and F, Chevron Building and two RFI's that seemed easy enough. I mean, how hard can it be?

Thanks everyone for all of the help.

CONGRATULATIONS...I'm going to go buy a bar.

*Mark Pfeffer*

**PFEFFER DEVELOPMENT, LLC**

425 G Street, Suite 210 | Anchorage, Alaska 99501

p 907 646 4644 | f 907.646.4655 |

**Cell Phone**

907 317 5030

---

**From:** Pamela Varni <Pamela.Varni@akleg.gov>  
**Sent:** Thursday, September 19, 2013 2:50 PM  
**To:** Nola Cedergreen  
**Subject:** Re: Pam's Signature

Thanks Nola for being there for us and all your work while you are out of state. Pam

Sent from my iPhone

On Sep 19, 2013, at 5:48 PM, "Nola Cedergreen" <ncedergr@ahfc.us> wrote:

> Thanks, Doug.

>

> With Pam's signature, we have a complete document. I believe copies of all exhibits have been distributed as well.

>

> Details for later on/food for thought ... Because the exhibits are so large, when we prepare the document for recording, we may want to consider recording a simple description of the exhibits including a statement of where the original exhibits will be retained as opposed to recording the actual exhibits themselves. Something for the legal advisors to decide.

>

> I appreciate all of the work everyone has put into this transaction. As my friend from New Zealand would say; "good on you".

>

>

>

> 

---

> From: LAA Legal [LAA.Legal@akleg.gov]

> Sent: Thursday, September 19, 2013 2:34 PM

> To: Nola Cedergreen; Pamela Varni

> Cc: Rep. Mike Hawker; mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; bobacree@gmail.com

> Subject: RE: Pam's Signature

>

> Nola,

> Please find attached Pam's notarized signature. I believe that you now have a completed and fully executed lease extension and amendment. Please confirm that the document is fully signed and executed in response to this e-mail, so we can all sleep well tonight. Thanks for all of your hard work.

> Doug G.

>

>

>

> Sent by:

> MaryEllen Duffy

> Special Assistant

> LAA Legal Services

> 907-465-6651 direct

> 907-465-2029 fax

> MaryEllen.Duffy@akleg.gov

>

>

>

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>  
>  
>  
> -----Original Message-----

> From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
> Sent: Thursday, September 19, 2013 2:13 PM  
> To: Pamela Varni  
> Cc: Rep. Mike Hawker; LAA Legal; mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; bobacree@gmail.com  
> Subject: Signatures

>  
> We are ready for you to sign, Pam. I've attached copies of the following signatures:

>  
> Representative Hawker  
> Doug Gardner  
> Mark Pfeffer  
> Robert Acree

>  
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---

**From:** Nola Cedergreen  
**Sent:** Thursday, September 19, 2013 2:52 PM  
**To:** Pamela Varni  
**Subject:** RE: Pam's Signature

You're welcome.

---

From: Pamela Varni [Pamela.Varni@akleg.gov]  
Sent: Thursday, September 19, 2013 2:50 PM  
To: Nola Cedergreen  
Subject: Re: Pam's Signature

Thanks Nola for being there for us and all your work while you are out of state. Pam

Sent from my iPhone

On Sep 19, 2013, at 5:48 PM, "Nola Cedergreen" <ncedergr@ahfc.us> wrote:

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>

>

>

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> From: LAA Legal [LAA.Legal@akleg.gov]  
> Sent: Thursday, September 19, 2013 2:34 PM  
> To: Nola Cedergreen; Pamela Varni  
> Cc: Rep. Mike Hawker; mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; bobacree@gmail.com  
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>

> Nola,

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> Doug G.

>

>

>

> Sent by:

> MaryEllen Duffy

> Special Assistant  
> LAA Legal Services  
> 907-465-6651 direct  
> 907-465-2029 fax  
> MaryEllen.Duffy@akleg.gov

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> -----Original Message-----  
> From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
> Sent: Thursday, September 19, 2013 2:13 PM  
> To: Pamela Varni  
> Cc: Rep. Mike Hawker; LAA Legal; mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; bobacree@gmail.com  
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**From:** Donald W. McClintock <dwm@anchorlaw.com>  
**Sent:** Thursday, September 19, 2013 2:59 PM  
**To:** Nola Cedergreen; 'LAA.Legal@akleg.gov'; 'Pamela.Varni@akleg.gov'  
**Cc:** 'Rep.Mike.Hawker@akleg.gov'; 'Mpfeffer@pfefferdevelopment.com'; Mike Buller; 'bobacree@gmail.com'  
**Subject:** Re: Pam's Signature

Well done all! Thanks especially to you Nola.

----- Original Message -----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Thursday, September 19, 2013 02:48 PM  
To: LAA Legal <LAA.Legal@akleg.gov>; Pamela Varni <Pamela.Varni@akleg.gov>  
Cc: Rep. Mike Hawker <Rep.Mike.Hawker@akleg.gov>; mpfeffer@pfefferdevelopment.com <mpfeffer@pfefferdevelopment.com>; Donald W. McClintock; Mike Buller <mbuller@ahfc.us>; bobacree@gmail.com <bobacree@gmail.com>  
Subject: RE: Pam's Signature

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From: LAA Legal [LAA.Legal@akleg.gov]  
Sent: Thursday, September 19, 2013 2:34 PM  
To: Nola Cedergreen; Pamela Varni  
Cc: Rep. Mike Hawker; mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; bobacree@gmail.com  
Subject: RE: Pam's Signature

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Doug G.

Sent by:  
MaryEllen Duffy  
Special Assistant

LAA Legal Services  
907-465-6651 direct  
907-465-2029 fax  
MaryEllen.Duffy@akleg.gov

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Sent: Thursday, September 19, 2013 2:13 PM

To: Pamela Varni

Cc: Rep. Mike Hawker; LAA Legal; mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller;

bobacree@gmail.com

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Robert Acree

This information will all be saved as a permanent record. However, once everyone is back in town, we will circulate a single original document in order to obtain all signatures and notary acknowledgements on the designated pages - to ready the document for recording.

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---

**From:** Nola Cedergreen  
**Sent:** Thursday, September 19, 2013 3:25 PM  
**To:** Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov  
**Cc:** mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon  
**Subject:** September 19 Lease with signature pages  
**Attachments:** LIO Lease Sept 19 2013 w signatures.pdf

The feeder on my little HP scanner skewed the pages a bit, but this is the combined document.

Since it is 11MB in size, you may/may not be able to open it in your environment as your network administrator may have set a limit of 10MB on inbound e-mail. Let me know if you have problems and perhaps the AHFC IT crew might be able to help us out.

---

**From:** Doc Crouse  
**Sent:** Thursday, September 19, 2013 3:39 PM  
**To:** Nola Cedergreen  
**Subject:** Exhibit D

Nola,

Juli Lucky in Rep. Hawker's office is looking for Exhibit D. I did not see a final circulate yet, did you?



---

DeWayne "Doc" Crouse  
Director, Construction Department

Public Housing Division  
P.O. Box 101020 | Anchorage, Alaska 99510  
Direct: 907-330-8136 | Fax: 907-338-1679 | [www.ahfc.us](http://www.ahfc.us)

---

**From:** Mike Hawker <mhawker@gci.net>  
**Sent:** Thursday, September 19, 2013 4:08 PM  
**To:** Nola Cedergreen  
**Cc:** Mark Pfeffer; Mike Buller; Doc Crouse; dwm@anchorlaw.com; Bob Acree (bobacree@gmail.com)  
**Subject:** Re: Done Deal.....

Good things just take time!! Actually, now the real work begins. Starting with being the town's newest bar owners.

Mike

On Sep 19, 2013, at 4:49 PM, Nola Cedergreen <ncedergr@ahfc.us> wrote:

> Sign the paperwork before you check out the inventory!

>

> \_\_\_\_\_

> From: Mark Pfeffer [MPfeffer@PfefferDevelopment.com]

> Sent: Thursday, September 19, 2013 2:41 PM

> To: Mike Buller; Doc Crouse; dwm@anchorlaw.com; Bob Acree

> (bobacree@gmail.com); Nola Cedergreen; Mike Hawker

> Subject: Done Deal.....

>

> Well, except for the part about Acree's first 21 years, Block 39, Block 102, 7th and F, Chevron Building and two RFI's that seemed easy enough. I mean, how hard can it be?

>

> Thanks everyone for all of the help.

>

> CONGRATULATIONS...I'm going to go buy a bar.

>

> Mark Pfeffer

>

> PFEFFER DEVELOPMENT, LLC

> 425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644 |

> f 907.646.4655 |

>

> Cell Phone

> 907 317 5030

>

>

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---

**From:** Donald W. McClintock <dwm@anchorlaw.com>  
**Sent:** Thursday, September 19, 2013 4:33 PM  
**To:** Nola Cedergreen  
**Subject:** RE: September 19 Lease with signature pages

Got it, looks good.

Thanks  
Don

Donald W. McClintock  
Ashburn & Mason, P.C.  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
(907) 276-4331 (voice)  
(907) 277-8235 (fax)  
www.anchorlaw.com

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-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Thursday, September 19, 2013 3:25 PM  
To: Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov  
Cc: mpfeffer@pfefferdevelopment.com; Donald W. McClintock; Mike Buller; Doc Crouse; Greg Rochon  
Subject: September 19 Lease with signature pages

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---

**From:** Donald W. McClintock <dwm@anchorlaw.com>  
**Sent:** Thursday, September 19, 2013 4:39 PM  
**To:** Doc Crouse  
**Cc:** 'Mark Pfeffer'; Nola Cedergreen  
**Subject:** RE: Exhibit B

Doc,

Mark and Nola and I discussed this earlier. Doug Gardner had expressed a preference for the language that went into section 36 over my draft. So we went with that. So the attachment is no more.

Don

**Donald W. McClintock**  
**Ashburn & Mason, P.C.**  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
(907) 276-4331 (voice)  
(907) 277-8235 (fax)  
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---

**From:** Doc Crouse [mailto:dcrouse@ahfc.us]  
**Sent:** Thursday, September 19, 2013 3:32 PM  
**To:** Donald W. McClintock  
**Subject:** Exhibit B

Don,

I already sent an email to Mark about this, but still looking for a final copy that includes the final completion/occupancy verbiage that you drafted for review earlier. I recall Nola gave her okay on it pretty much the following day as I recall.

Doc



DeWayne "Doc" Crouse  
Director, Construction Department

Public Housing Division  
P.O. Box 101020 | Anchorage, Alaska 99510  
Direct: 907-330-8136 | Fax: 907-338-1679 | [www.ahfc.us](http://www.ahfc.us)

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---

**From:** Nola Cedergreen  
**Sent:** Thursday, September 19, 2013 4:43 PM  
**To:** Doc Crouse  
**Subject:** RE: Exhibit D

I got it today ... will send it on. Thanks.

---

**From:** Doc Crouse  
**Sent:** Thursday, September 19, 2013 3:39 PM  
**To:** Nola Cedergreen  
**Subject:** Exhibit D

Nola,

Juli Lucky in Rep. Hawker's office is looking for Exhibit D. I did not see a final circulate yet, did you?



DeWayne "Doc" Crouse  
Director, Construction Department

Public Housing Division  
P.O. Box 101020 | Anchorage, Alaska 99510  
Direct: 907-330-8136 | Fax: 907-338-1679 | [www.ahfc.us](http://www.ahfc.us)

---

**From:** Nola Cedergreen  
**Sent:** Thursday, September 19, 2013 4:46 PM  
**To:** Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov  
**Cc:** mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse;  
Greg Rochon  
**Subject:** Exhibit D  
**Attachments:** Exhibit D LIO Lease 09192013.pdf

Just in case you didn't receive a copy earlier ...

---

**From:** Pamela Varni <Pamela.Varni@akleg.gov>  
**Sent:** Thursday, September 19, 2013 4:52 PM  
**To:** Nola Cedergreen  
**Cc:** Tina Strong  
**Subject:** Fwd: Anchorage Lease  
**Attachments:** 201309191642.pdf; ATT00001.htm

Hi Nola. Pls see Tina's message below. Can we please take the original from here to comply with the Recorder's Office? Pam

Sent from my iPhone

Begin forwarded message:

**From:** "Tina Strong" <[Tina.Strong@akleg.gov](mailto:Tina.Strong@akleg.gov)>  
**To:** "Pamela Varni" <[Pamela.Varni@akleg.gov](mailto:Pamela.Varni@akleg.gov)>  
**Subject:** Anchorage Lease

Pam,

Doug gave me copy of the lease with all of the signatures this afternoon. I wanted to point out that I did notice the margins on the first page do not comply with the recorder's office requirements.

I've attached the front page of the lease and the requirements to have a document recorded. If we plan on recording this lease, the document will need to be reformatted with a 2" top margin. This allows room for the recorder to place their sticker.

Tina Strong  
Procurement Officer  
Legislative Affairs Agency  
PH: (907) 465-6705  
FAX: (907) 465-2918

---

**From:** Nola Cedergreen  
**Sent:** Thursday, September 19, 2013 5:41 PM  
**To:** Pamela.Varni@akleg.gov  
**Cc:** LAA.Legal@akleg.gov; dwm@anchorlaw.com  
**Subject:** RE: Anchorage Lease

Thanks. Good info.

You can either record the lease itself or a document that confirms the lease exists. The Lessor's lender may want a specific format as well. I will work with anything the parties may need.

Sent from my Verizon Wireless 4G LTE Smartphone

----- Original message -----

**From:** Pamela Varni <Pamela.Varni@akleg.gov>  
**Date:** 09/19/2013 5:52 PM (GMT-08:00)  
**To:** Nola Cedergreen <ncedergr@ahfc.us>  
**Cc:** Tina Strong <Tina.Strong@akleg.gov>  
**Subject:** Fwd: Anchorage Lease

Hi Nola. Pls see Tina's message below. Can we please take the original from here to comply with the Recorder's Office? Pam

Sent from my iPhone

Begin forwarded message:

**From:** "Tina Strong" <[Tina.Strong@akleg.gov](mailto:Tina.Strong@akleg.gov)>  
**To:** "Pamela Varni" <[Pamela.Varni@akleg.gov](mailto:Pamela.Varni@akleg.gov)>  
**Subject:** Anchorage Lease

Pam,

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Tina Strong  
Procurement Officer  
Legislative Affairs Agency

PH: (907) 465-6705  
FAX: (907) 465-2918

---

**From:** Donald W. McClintock <dwm@anchorlaw.com>  
**Sent:** Thursday, September 19, 2013 5:59 PM  
**To:** Nola Cedergreen; Pamela.Varni@akleg.gov  
**Cc:** LAA.Legal@akleg.gov; 'Mark Pfeffer'; Heidi A. Wyckoff  
**Subject:** RE: Anchorage Lease

Nola,

My recommendation given the size of the lease was to just do a memorandum of lease; I know your protocol is to record the entire lease but was not sure if that was an absolute.

If the decision is made to record the entire lease, then I would just attach a cover sheet to it that is compliant with the statute; and not reformat the lease itself.

Don

Donald W. McClintock  
Ashburn & Mason, P.C.  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
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(907) 277-8235 (fax)  
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-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Thursday, September 19, 2013 5:41 PM  
To: Pamela.Varni@akleg.gov  
Cc: LAA.Legal@akleg.gov; Donald W. McClintock  
Subject: RE: Anchorage Lease

Thanks. Good info.

You can either record the lease itself or a document that confirms the lease exists. The Lessor's lender may want a specific format as well. I will work with anything the parties may need.

Sent from my Verizon Wireless 4G LTE Smartphone

----- Original message -----

From: Pamela Varni <Pamela.Varni@akleg.gov>  
Date: 09/19/2013 5:52 PM (GMT-08:00)  
To: Nola Cedergreen <ncedergr@ahfc.us>  
Cc: Tina Strong <Tina.Strong@akleg.gov>  
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---

**From:** Nola Cedergreen  
**Sent:** Friday, September 20, 2013 9:15 AM  
**To:** Donald W. McClintock; Pamela.Varni@akleg.gov  
**Cc:** LAA.Legal@akleg.gov; 'Mark Pfeffer'; Heidi A. Wyckoff  
**Subject:** RE: Anchorage Lease

Sounds reasonable. I am not aware of any reason the entire lease has to be recorded which may be a practice that the State has historically followed, but it may not be a requirement per Statute, regulation, or the Alaska Administrative Manual.

Something to be decided between you and Doug ...

---

From: Donald W. McClintock [dwm@anchorlaw.com]  
Sent: Thursday, September 19, 2013 5:59 PM  
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Cc: LAA.Legal@akleg.gov; 'Mark Pfeffer'; Heidi A. Wyckoff  
Subject: RE: Anchorage Lease

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Sent: Thursday, September 19, 2013 5:41 PM  
To: Pamela.Varni@akleg.gov  
Cc: LAA.Legal@akleg.gov; Donald W. McClintock  
Subject: RE: Anchorage Lease

Thanks. Good info.

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Sent from my Verizon Wireless 4G LTE Smartphone

----- Original message -----

From: Pamela Varni <Pamela.Varni@akleg.gov>  
Date: 09/19/2013 5:52 PM (GMT-08:00)  
To: Nola Cedergreen <ncedergr@ahfc.us>  
Cc: Tina Strong <Tina.Strong@akleg.gov>  
Subject: Fwd: Anchorage Lease

Hi Nola. Pls see Tina's message below. Can we please take the original from here to comply with the Recorder's Office?  
Pam

Sent from my iPhone

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**Sent:** Friday, September 20, 2013 9:52 AM  
**To:** Nola Cedergreen; Pamela.Varni@akleg.gov; LAA.Legal@akleg.gov  
**Cc:** 'Mark Pfeffer'; Heidi A. Wyckoff  
**Subject:** RE: Anchorage Lease

Doug,

All we need for financing purposes is a memorandum of lease, which may be simplest; let me know your wishes. I can draft one if that helps.

Don

Donald W. McClintock  
Ashburn & Mason, P.C.  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
(907) 276-4331 (voice)  
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**Sent:** Friday, September 20, 2013 9:15 AM  
**To:** Donald W. McClintock; Pamela.Varni@akleg.gov  
**Cc:** LAA.Legal@akleg.gov; 'Mark Pfeffer'; Heidi A. Wyckoff  
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-----Original Message-----

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Subject: RE: Anchorage Lease

Thanks. Good info.

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Sent from my Verizon Wireless 4G LTE Smartphone

----- Original message -----

From: Pamela Varni <Pamela.Varni@akleg.gov>  
Date: 09/19/2013 5:52 PM (GMT-08:00)  
To: Nola Cedergreen <ncedergr@ahfc.us>  
Cc: Tina Strong <Tina.Strong@akleg.gov>  
Subject: Fwd: Anchorage Lease

Hi Nola. Pls see Tina's message below. Can we please take the original from here to comply with the Recorder's Office?  
Pam

Sent from my iPhone

Begin forwarded message:

From: "Tina Strong" <Tina.Strong@akleg.gov<mailto:Tina.Strong@akleg.gov>>  
To: "Pamela Varni" <Pamela.Varni@akleg.gov<mailto:Pamela.Varni@akleg.gov>>  
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---

**From:** Nola Cedergreen  
**Sent:** Friday, September 20, 2013 12:09 PM  
**To:** Pamela.Varni@akleg.gov  
**Subject:** Fwd: Exhibit D

Sent from my Verizon Wireless 4G LTE Smartphone

----- Original message -----

**From:** Doc Crouse <dcrouse@ahfc.us>  
**Date:** 09/20/2013 11:14 AM (GMT-08:00)  
**To:** Nola Cedergreen <ncedergr@ahfc.us>, Mike Buller <mbuller@ahfc.us>  
**Cc:** Juli Lucky <Juli.Lucky@akleg.gov>  
**Subject:** RE: Exhibit D

Nola,

Second to last line on Exhibit D shows monthly rental rate at \$281,638 and \$3,379,658 annually. Juli's calculator (and mine too) says the annual rate should be \$3,379,656 (\$2.00 lower). Is it too late to correct this calculation error?

Doc

---

**From:** Nola Cedergreen  
**Sent:** Thursday, September 19, 2013 4:46 PM  
**To:** Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov  
**Cc:** mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon  
**Subject:** Exhibit D

Just in case you didn't receive a copy earlier ...

---

**From:** Nola Cedergreen  
**Sent:** Friday, September 20, 2013 12:12 PM  
**To:** Doc Crouse  
**Subject:** RE: Exhibit D

I sent a copy of your e-mail to Pam Varni since she is the author of the exhibit. Even if it cannot be changed they are still within the 10 percent less than market requirement.

Sent from my Verizon Wireless 4G LTE Smartphone

----- Original message -----

**From:** Doc Crouse <dcrouse@ahfc.us>  
**Date:** 09/20/2013 11:14 AM (GMT-08:00)  
**To:** Nola Cedergreen <ncedergr@ahfc.us>, Mike Buller <mbuller@ahfc.us>  
**Cc:** Juli Lucky <Juli.Lucky@akleg.gov>  
**Subject:** RE: Exhibit D

Nola,

Second to last line on Exhibit D shows monthly rental rate at \$281,638 and \$3,379,658 annually. Juli's calculator (and mine too) says the annual rate should be \$3,379,656 (\$2.00 lower). Is it too late to correct this calculation error?

Doc

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**From:** Nola Cedergreen  
**Sent:** Thursday, September 19, 2013 4:46 PM  
**To:** Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov  
**Cc:** mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon  
**Subject:** Exhibit D

Just in case you didn't receive a copy earlier ...

---

**From:** Doc Crouse  
**Sent:** Friday, September 20, 2013 12:43 PM  
**To:** Nola Cedergreen  
**Cc:** Juli Lucky  
**Subject:** RE: Exhibit D

Thanks. Just trying to reconcile with the lease document.

---

**From:** Nola Cedergreen  
**Sent:** Friday, September 20, 2013 12:12 PM  
**To:** Doc Crouse  
**Subject:** RE: Exhibit D

I sent a copy of your e-mail to Pam Varni since she is the author of the exhibit. Even if it cannot be changed they are still within the 10 percent less than market requirement.

Sent from my Verizon Wireless 4G LTE Smartphone

----- Original message -----

**From:** Doc Crouse <[dcrouse@ahfc.us](mailto:dcrouse@ahfc.us)>  
**Date:** 09/20/2013 11:14 AM (GMT-08:00)  
**To:** Nola Cedergreen <[ncedergr@ahfc.us](mailto:ncedergr@ahfc.us)>, Mike Buller <[mbuller@ahfc.us](mailto:mbuller@ahfc.us)>  
**Cc:** Juli Lucky <[Juli.Lucky@akleg.gov](mailto:Juli.Lucky@akleg.gov)>  
**Subject:** RE: Exhibit D

Nola,

Second to last line on Exhibit D shows monthly rental rate at \$281,638 and \$3,379,658 annually. Juli's calculator (and mine too) says the annual rate should be \$3,379,656 (\$2.00 lower). Is it too late to correct this calculation error?

Doc

---

**From:** Nola Cedergreen  
**Sent:** Thursday, September 19, 2013 4:46 PM  
**To:** [Rep.Mike.Hawker@akleg.gov](mailto:Rep.Mike.Hawker@akleg.gov); [laa.legal@akleg.gov](mailto:laa.legal@akleg.gov); [Pamela.Varni@akleg.gov](mailto:Pamela.Varni@akleg.gov)  
**Cc:** [mpfeffer@pfefferdevelopment.com](mailto:mpfeffer@pfefferdevelopment.com); [dwm@anchorlaw.com](mailto:dwm@anchorlaw.com); Mike Buller; Doc Crouse; Greg Rochon  
**Subject:** Exhibit D

Just in case you didn't receive a copy earlier ...



---

**From:** Pamela Varni <Pamela.Varni@akleg.gov>  
**Sent:** Friday, September 20, 2013 1:01 PM  
**To:** Nola Cedergreen  
**Cc:** LAA Legal  
**Subject:** Re: Exhibit D

Not too late. I can send tomorrow. It is already 4 pm here and I am at the Harry Truman Library. I probably typed it wrong. I thought it was what was reflected in Mr Lowe's report. Don't have that in front of me. Pam

Sent from my iPhone

On Sep 20, 2013, at 3:09 PM, "Nola Cedergreen" <ncedergr@ahfc.us> wrote:

>  
>  
>  
> Sent from my Verizon Wireless 4G LTE Smartphone  
>  
>  
>  
> ----- Original message -----  
> From: Doc Crouse <dcrouse@ahfc.us>  
> Date: 09/20/2013 11:14 AM (GMT-08:00)  
> To: Nola Cedergreen <ncedergr@ahfc.us>, Mike Buller <mbuller@ahfc.us>  
> Cc: Juli Lucky <Juli.Lucky@akleg.gov>  
> Subject: RE: Exhibit D  
>  
>  
> Nola,  
>  
> Second to last line on Exhibit D shows monthly rental rate at \$281,638 and \$3,379,658 annually. Juli's calculator (and mine too) says the annual rate should be \$3,379,656 (\$2.00 lower). Is it too late to correct this calculation error?  
>  
> Doc  
>  
> From: Nola Cedergreen  
> Sent: Thursday, September 19, 2013 4:46 PM  
> To: Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov  
> Cc: mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon  
> Subject: Exhibit D  
>  
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>  
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received this communication in error, please notify the sender immediately and delete the original message from your system.

---

**From:** Donald W. McClintock <dwm@anchorlaw.com>  
**Sent:** Friday, September 20, 2013 1:10 PM  
**To:** 'LAA Legal'  
**Cc:** Nola Cedergreen; Mark Pfeffer (MPfeffer@PfefferDevelopment.com); Heidi A. Wyckoff  
**Subject:** RE: Recording of Anchorage Lease  
**Attachments:** Memorandum of Lease -LIO (00152094-2).doc

Doug,

This is a rough draft; I am busy today trying to get a closing together and I still need to check who needs to sign the memorandum; we may be ok with just Mark's and Pam's signature (but I am ok if you want everyone).

I also have not had a chance to proof read so this is not intended to be a final product, just wanted to give you an example.

Have a good weekend. We finally have sun in Anchorage.

Don

Donald W. McClintock  
Ashburn & Mason, P.C.  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
(907) 276-4331 (voice)  
(907) 277-8235 (fax)  
[www.anchorlaw.com](http://www.anchorlaw.com)

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-----Original Message-----

From: LAA Legal [mailto:LAA.Legal@akleg.gov]  
Sent: Friday, September 20, 2013 11:04 AM  
To: Donald W. McClintock  
Subject: RE: Recording of Anchorage Lease

Don,  
If you would provide a draft so we can look at this method of recording, it would be appreciated.  
Thank you,  
Doug

Sent by:

MaryEllen Duffy  
Special Assistant  
LAA Legal Services  
907-465-6651 direct  
907-465-2029 fax  
MaryEllen.Duffy@akleg.gov

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-----Original Message-----

From: Donald W. McClintock [mailto:dwm@anchorlaw.com]  
Sent: Friday, September 20, 2013 9:52 AM  
To: 'Nola Cedergreen'; Pamela Varni; LAA Legal  
Cc: 'Mark Pfeffer'; Heidi A. Wyckoff  
Subject: RE: Anchorage Lease

Doug,

All we need for financing purposes is a memorandum of lease, which may be simplest; let me know your wishes. I can draft one if that helps.

Don

Donald W. McClintock  
Ashburn & Mason, P.C.  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
(907) 276-4331 (voice)  
(907) 277-8235 (fax)  
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-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Friday, September 20, 2013 9:15 AM  
To: Donald W. McClintock; Pamela.Varni@akleg.gov  
Cc: LAA.Legal@akleg.gov; 'Mark Pfeffer'; Heidi A. Wyckoff  
Subject: RE: Anchorage Lease

Sounds reasonable. I am not aware of any reason the entire lease has to be recorded which may be a practice that the State has historically followed, but it may not be a requirement per Statute, regulation, or the Alaska Administrative Manual.

Something to be decided between you and Doug ...

---

From: Donald W. McClintock [dwm@anchorlaw.com]  
Sent: Thursday, September 19, 2013 5:59 PM  
To: Nola Cedergreen; Pamela.Varni@akleg.gov  
Cc: LAA.Legal@akleg.gov; 'Mark Pfeffer'; Heidi A. Wyckoff  
Subject: RE: Anchorage Lease

Nola,

My recommendation given the size of the lease was to just do a memorandum of lease; I know your protocol is to record the entire lease but was not sure if that was an absolute.

If the decision is made to record the entire lease, then I would just attach a cover sheet to it that is compliant with the statute; and not reformat the lease itself.

Don

Donald W. McClintock  
Ashburn & Mason, P.C.  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
(907) 276-4331 (voice)  
(907) 277-8235 (fax)  
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-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Thursday, September 19, 2013 5:41 PM  
To: Pamela.Varni@akleg.gov  
Cc: LAA.Legal@akleg.gov; Donald W. McClintock  
Subject: RE: Anchorage Lease

Thanks. Good info.

You can either record the lease itself or a document that confirms the lease exists. The Lessor's lender may want a specific format as well. I will work with anything the parties may need.

Sent from my Verizon Wireless 4G LTE Smartphone

----- Original message -----

From: Pamela Varni <Pamela.Varni@akleg.gov>  
Date: 09/19/2013 5:52 PM (GMT-08:00)  
To: Nola Cedergreen <ncedergr@ahfc.us>  
Cc: Tina Strong <Tina.Strong@akleg.gov>  
Subject: Fwd: Anchorage Lease

Hi Nola. Pls see Tina's message below. Can we please take the original from here to comply with the Recorder's Office?  
Pam

Sent from my iPhone

Begin forwarded message:

From: "Tina Strong" <Tina.Strong@akleg.gov<mailto:Tina.Strong@akleg.gov>>  
To: "Pamela Varni" <Pamela.Varni@akleg.gov<mailto:Pamela.Varni@akleg.gov>>  
Subject: Anchorage Lease

Pam,

Doug gave me copy of the lease with all of the signatures this afternoon. I wanted to point out that I did notice the margins on the first page do not comply with the recorder's office requirements.

I've attached the front page of the lease and the requirements to have a document recorded. If we plan on recording this lease, the document will need to be reformatted with a 2" top margin. This allows room for the recorder to place their sticker.

Tina Strong  
Procurement Officer  
Legislative Affairs Agency  
PH: (907) 465-6705  
FAX: (907) 465-2918

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---

**From:** Pamela Varni <Pamela.Varni@akleg.gov>  
**Sent:** Friday, September 20, 2013 1:27 PM  
**To:** Nola Cedergreen  
**Cc:** Juli Lucky  
**Subject:** Re: Exhibit D

Nola - I worked from Mr Lowe's figures. I'm on a bus now but Doug Gardner says my figures are correct. I would be happy to change Exhibit D if it is wrong. Pam

Sent from my iPhone

On Sep 20, 2013, at 3:09 PM, "Nola Cedergreen" <ncedergr@ahfc.us> wrote:

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>  
> Sent from my Verizon Wireless 4G LTE Smartphone  
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> ----- Original message -----  
> From: Doc Crouse <dcrouse@ahfc.us>  
> Date: 09/20/2013 11:14 AM (GMT-08:00)  
> To: Nola Cedergreen <ncedergr@ahfc.us>, Mike Buller <mbuller@ahfc.us>  
> Cc: Juli Lucky <Juli.Lucky@akleg.gov>  
> Subject: RE: Exhibit D  
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>  
> Nola,  
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> Second to last line on Exhibit D shows monthly rental rate at \$281,638 and \$3,379,658 annually. Juli's calculator (and mine too) says the annual rate should be \$3,379,656 (\$2.00 lower). Is it too late to correct this calculation error?  
>  
> Doc  
>  
> From: Nola Cedergreen  
> Sent: Thursday, September 19, 2013 4:46 PM  
> To: Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov  
> Cc: mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon  
> Subject: Exhibit D  
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received this communication in error, please notify the sender immediately and delete the original message from your system.

---

**From:** Juli Lucky <Juli.Lucky@akleg.gov>  
**Sent:** Friday, September 20, 2013 1:40 PM  
**To:** Pamela Varni; Nola Cedergreen  
**Subject:** RE: Exhibit D

Pam,

I talked to Doug about this issue as well and he said the numbers are correct. I am confused because the figure where there is a discrepancy is in the rent rate, which is specified in our lease, not by Mr. Lowe. The rent rate in the lease is \$281,638 x 12 that amount is \$3,379,656. The amount in Exhibit D is \$3,379,658 (\$2 more), which, divided by 12 months, would equal \$281,638.1667/month. The difference is so minimal that I didn't think it would be a problem, however the amount in Exhibit D, if left unchanged, will not match the amount in the notification letter we are providing to the Presiding Officers.

~~

Juli Lucky  
Office of Rep. Mike Hawker  
716 W. 4th Ave., Ste. 610  
Anchorage, Alaska 99501  
(907) 269-0244; fax: 269-0248

-----Original Message-----

From: Pamela Varni  
Sent: Friday, September 20, 2013 1:27 PM  
To: Nola Cedergreen  
Cc: Juli Lucky  
Subject: Re: Exhibit D

Nola - I worked from Mr Lowe's figures. I'm on a bus now but Doug Gardner says my figures are correct. I would be happy to change Exhibit D if it is wrong. Pam

Sent from my iPhone

On Sep 20, 2013, at 3:09 PM, "Nola Cedergreen" <ncedergr@ahfc.us> wrote:

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> ----- Original message -----  
> From: Doc Crouse <dcrouse@ahfc.us>  
> Date: 09/20/2013 11:14 AM (GMT-08:00)  
> To: Nola Cedergreen <ncedergr@ahfc.us>, Mike Buller <mbuller@ahfc.us>  
> Cc: Juli Lucky <Juli.Lucky@akleg.gov>  
> Subject: RE: Exhibit D  
>

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> Nola,  
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>  
> Doc

>  
> From: Nola Cedergreen  
> Sent: Thursday, September 19, 2013 4:46 PM  
> To: Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov  
> Cc: mpfeffer@pfefferdevelopment.com; dwm@anchorlaw.com; Mike Buller; Doc Crouse; Greg Rochon  
> Subject: Exhibit D

>  
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---

**From:** Juli Lucky <Juli.Lucky@akleg.gov>  
**Sent:** Friday, September 20, 2013 2:13 PM  
**To:** Mark Pfeffer (MPfeffer@PfefferDevelopment.com); LAA Legal; Doc Crouse; Mike Buller; Donald McClintock III (DWM@Anchorlaw.com); Nola Cedergreen  
**Subject:** Notification of Lease Extension  
**Attachments:** Notification of Lease 2013.09.20.pdf

For your records, attached is the notification letter of the lease extension and amendment that Rep. Hawker sent to the Presiding Officers today.

I will be sending hard copies to their offices as well as Pam Varni this afternoon.

~

Juli Lucky  
Office of Rep. Mike Hawker  
716 W. 4th Ave., Ste. 610  
Anchorage, Alaska 99501  
(907) 269-0244; fax: 269-0248

---

**From:** Rep. Mike Hawker  
**Sent:** Friday, September 20, 2013 2:11 PM  
**To:** Sen. Charlie Huggins; Rep. Mike Chenault  
**Cc:** Pamela Varni  
**Subject:** Notification of Lease Extension

Charlie and Mike –

Attached is notification that the Legislature has concluded negotiations and signed the 10-year lease extension and amendment for the renovated Anchorage LIO building.

Thank you,

Mike Hawker

---

**From:** Mark Pfeffer <MPfeffer@PfefferDevelopment.com>  
**Sent:** Monday, September 23, 2013 1:02 PM  
**To:** Nola Cedergreen  
**Subject:** RE: FYI 712 closing

Thanks for helping us make this deadline

Mark Pfeffer

PFEFFER DEVELOPMENT, LLC  
425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644 | f 907.646.4655 |

Cell Phone  
907 317 5030

-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Monday, September 23, 2013 12:59 PM  
To: Mark Pfeffer  
Subject: RE: FYI 712 closing

Congratulations.

Sent from my Verizon Wireless 4G LTE Smartphone

----- Original message -----

From: Mark Pfeffer <MPfeffer@PfefferDevelopment.com>  
Date: 09/23/2013 1:30 PM (GMT-08:00)  
To: Mike Buller <mbuller@ahfc.us>, Doc Crouse <dcrouse@ahfc.us>, Nola Cedergreen <ncedergr@ahfc.us>, "Pamela Varni (Pamela.Varni@akleg.gov)" <Pamela.Varni@akleg.gov>, laa.legal@akleg.gov, mhawker@gci.net, "Juli Lucky (Juli.Lucky@akleg.gov)" <Juli.Lucky@akleg.gov>, Stacy Schubert <sshubert@ahfc.us>  
Subject: FYI 712 closing

Hello everyone,

I meant to get an email out Friday but got distracted. Our bridge loan to acquire 712 West Fourth Avenue was approved Friday morning.

Closing on loan and property acquisition is today at 4:30 (30 minutes ahead of the PSA deadline). Records tomorrow.

We are off and running.

Mark Pfeffer

PFEFFER DEVELOPMENT, LLC  
425 G Street, Suite 210 | Anchorage, Alaska 99501  
p 907 646 4644 | f 907.646.4655 |

Cell Phone  
907 317 5030

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---

**From:** Donald W. McClintock <dwm@anchorlaw.com>  
**Sent:** Tuesday, September 24, 2013 12:26 PM  
**To:** 'LAA Legal'  
**Cc:** Pamela Varni; Nola Cedergreen; 'Mark Pfeffer'; Heidi A. Wyckoff  
**Subject:** RE: Recording of Anchorage Lease

Doug,

Ok, I will give the MOU a close read and send back with all signatures.

On the conformed lease, since it was notarized, what will you do with the signature dates--we will have 2 original leases with 2 different sets of signatures on different dates.

The memo of lease may cure it with all signatures and avoid having to re-sign the lease. Just a thought. We would like the effective date to stay the same.

Don

Donald W. McClintock  
Ashburn & Mason, P.C.  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
(907) 276-4331 (voice)  
(907) 277-8235 (fax)  
www.anchorlaw.com

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-----Original Message-----

From: LAA Legal [mailto:LAA.Legal@akleg.gov]  
Sent: Tuesday, September 24, 2013 12:21 PM  
To: Donald W. McClintock  
Cc: Pamela Varni  
Subject: FW: Recording of Anchorage Lease

Don,  
I ran this past Pam, and she is okay with filing a memorandum with the recorder's office. I would like all the signatures on the memorandum. Perhaps we could get the memorandum you drafted revised to include all the signatures, and circulate it with the lease during the conformed copy process and kill two birds with one stone.  
Doug

Sent by:

MaryEllen Duffy  
Special Assistant  
LAA Legal Services  
907-465-6651 direct  
907-465-2029 fax  
MaryEllen.Duffy@akleg.gov

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-----Original Message-----

From: LAA Legal  
Sent: Friday, September 20, 2013 2:00 PM  
To: 'Donald W. McClintock'  
Subject: RE: Recording of Anchorage Lease

Thanks. Enjoy the weekend. I'll discuss this with Pam next week and let you know.  
DG

Sent by:  
MaryEllen Duffy  
Special Assistant  
LAA Legal Services  
907-465-6651 direct  
907-465-2029 fax  
MaryEllen.Duffy@akleg.gov

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-----Original Message-----

From: Donald W. McClintock [mailto:dwm@anchorlaw.com]  
Sent: Friday, September 20, 2013 1:10 PM  
To: LAA Legal  
Cc: 'Nola Cedergreen'; Mark Pfeffer (MPfeffer@PfefferDevelopment.com); Heidi A. Wyckoff  
Subject: RE: Recording of Anchorage Lease

Doug,



This is a rough draft; I am busy today trying to get a closing together and I still need to check who needs to sign the memorandum; we may be ok with just Mark's and Pam's signature (but I am ok if you want everyone).

I also have not had a chance to proof read so this is not intended to be a final product, just wanted to give you an example.

Have a good weekend. We finally have sun in Anchorage.

Don

Donald W. McClintock  
Ashburn & Mason, P.C.  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
(907) 276-4331 (voice)  
(907) 277-8235 (fax)  
[www.anchorlaw.com](http://www.anchorlaw.com)

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-----Original Message-----

From: LAA Legal [mailto:[LAA.Legal@akleg.gov](mailto:LAA.Legal@akleg.gov)]  
Sent: Friday, September 20, 2013 11:04 AM  
To: Donald W. McClintock  
Subject: RE: Recording of Anchorage Lease

Don,

If you would provide a draft so we can look at this method of recording, it would be appreciated.

Thank you,

Doug

Sent by:  
MaryEllen Duffy  
Special Assistant  
LAA Legal Services  
907-465-6651 direct  
907-465-2029 fax  
[MaryEllen.Duffy@akleg.gov](mailto:MaryEllen.Duffy@akleg.gov)

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-----Original Message-----

From: Donald W. McClintock [mailto:dwm@anchorlaw.com]  
Sent: Friday, September 20, 2013 9:52 AM  
To: 'Nola Cedergreen'; Pamela Varni; LAA Legal  
Cc: 'Mark Pfeffer'; Heidi A. Wyckoff  
Subject: RE: Anchorage Lease

Doug,

All we need for financing purposes is a memorandum of lease, which may be simplest; let me know your wishes. I can draft one if that helps.

Don

Donald W. McClintock  
Ashburn & Mason, P.C.  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
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-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Friday, September 20, 2013 9:15 AM  
To: Donald W. McClintock; Pamela.Varni@akleg.gov  
Cc: LAA.Legal@akleg.gov; 'Mark Pfeffer'; Heidi A. Wyckoff  
Subject: RE: Anchorage Lease

Sounds reasonable. I am not aware of any reason the entire lease has to be recorded which may be a practice that the State has historically followed, but it may not be a requirement per Statute, regulation, or the Alaska Administrative Manual.

Something to be decided between you and Doug ...

---

From: Donald W. McClintock [dwm@anchorlaw.com]

Sent: Thursday, September 19, 2013 5:59 PM  
To: Nola Cedergreen; Pamela.Varni@akleg.gov  
Cc: LAA.Legal@akleg.gov; 'Mark Pfeffer'; Heidi A. Wyckoff  
Subject: RE: Anchorage Lease

Nola,

My recommendation given the size of the lease was to just do a memorandum of lease; I know your protocol is to record the entire lease but was not sure if that was an absolute.

If the decision is made to record the entire lease, then I would just attach a cover sheet to it that is compliant with the statute; and not reformat the lease itself.

Don

Donald W. McClintock  
Ashburn & Mason, P.C.  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
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-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Thursday, September 19, 2013 5:41 PM  
To: Pamela.Varni@akleg.gov  
Cc: LAA.Legal@akleg.gov; Donald W. McClintock  
Subject: RE: Anchorage Lease

Thanks. Good info.

You can either record the lease itself or a document that confirms the lease exists. The Lessor's lender may want a specific format as well. I will work with anything the parties may need.

Sent from my Verizon Wireless 4G LTE Smartphone

----- Original message -----

From: Pamela Varni <Pamela.Varni@akleg.gov>  
Date: 09/19/2013 5:52 PM (GMT-08:00)

To: Nola Cedergreen <ncedergr@ahfc.us>  
Cc: Tina Strong <Tina.Strong@akleg.gov>  
Subject: Fwd: Anchorage Lease

Hi Nola. Pls see Tina's message below. Can we please take the original from here to comply with the Recorder's Office?  
Pam

Sent from my iPhone

Begin forwarded message:

From: "Tina Strong" <Tina.Strong@akleg.gov<mailto:Tina.Strong@akleg.gov>>  
To: "Pamela Varni" <Pamela.Varni@akleg.gov<mailto:Pamela.Varni@akleg.gov>>  
Subject: Anchorage Lease

Pam,

Doug gave me copy of the lease with all of the signatures this afternoon. I wanted to point out that I did notice the margins on the first page do not comply with the recorder's office requirements.

I've attached the front page of the lease and the requirements to have a document recorded. If we plan on recording this lease, the document will need to be reformatted with a 2" top margin. This allows room for the recorder to place their sticker.

Tina Strong  
Procurement Officer  
Legislative Affairs Agency  
PH: (907) 465-6705  
FAX: (907) 465-2918

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---

**From:** Tammy Hunter-Greco  
**Sent:** Tuesday, September 24, 2013 12:43 PM  
**To:** Nola Cedergreen  
**Subject:** Lease Signature Page  
**Attachments:** 716 W 4th Ave LLC - SOA Legislative Affairs Agency.pdf

Hi Nola,

We received the attached signature page from Legal Services addressed to Mike Buller. Greg asked me to check with you to see what direction we should send the original document. Please advise.

Thank you,  
Tammy



---

**Tammy Hunter**  
Admin. Services Supervisor, Administrative Services Dept.

PO Box 101020 | Anchorage, Alaska 99510-1020  
Direct: 907-330-8488 | Fax: 907-338-9517 | [thunter@ahfc.us](mailto:thunter@ahfc.us)

---

**From:** Pamela Varni <Pamela.Varni@akleg.gov>  
**Sent:** Tuesday, September 24, 2013 12:44 PM  
**To:** Donald W. McClintock  
**Cc:** LAA Legal; Pamela Varni; Nola Cedergreen; Mark Pfeffer; Heidi A. Wyckoff  
**Subject:** Re: Recording of Anchorage Lease

I don't want the effective date to change either. Can we do this without dating it the second time.

Sent from my iPhone

On Sep 24, 2013, at 12:26 PM, "Donald W. McClintock" <dwm@anchorlaw.com> wrote:

> Doug,  
>  
> Ok, I will give the MOU a close read and send back with all signatures.  
>  
> On the conformed lease, since it was notarized, what will you do with the signature dates--we will have 2 original leases with 2 different sets of signatures on different dates.  
>  
> The memo of lease may cure it with all signatures and avoid having to re-sign the lease. Just a thought. We would like the effective date to stay the same.  
>  
> Don  
>  
> Donald W. McClintock  
> Ashburn & Mason, P.C.  
> 1227 W. 9th Ave. Ste. 200  
> Anchorage, AK 99501  
> (907) 276-4331 (voice)  
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>  
>  
> -----Original Message-----  
> From: LAA Legal [mailto:LAA.Legal@akleg.gov]  
> Sent: Tuesday, September 24, 2013 12:21 PM  
> To: Donald W. McClintock  
> Cc: Pamela Varni  
> Subject: FW: Recording of Anchorage Lease  
>  
> Don,

> I ran this past Pam, and she is okay with filing a memorandum with the recorder's office. I would like all the signatures on the memorandum. Perhaps we could get the memorandum you drafted revised to include all the signatures, and circulate it with the lease during the conformed copy process and kill two birds with one stone.

> Doug

>

>

>

> Sent by:

> MaryEllen Duffy

> Special Assistant

> LAA Legal Services

> 907-465-6651 direct

> 907-465-2029 fax

> MaryEllen.Duffy@akleg.gov

>

>

>

>

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>

>

> -----Original Message-----

> From: LAA Legal

> Sent: Friday, September 20, 2013 2:00 PM

> To: 'Donald W. McClintock'

> Subject: RE: Recording of Anchorage Lease

>

> Thanks. Enjoy the weekend. I'll discuss this with Pam next week and let you know.

> DG

>

>

> Sent by:

> MaryEllen Duffy

> Special Assistant

> LAA Legal Services

> 907-465-6651 direct

> 907-465-2029 fax

> MaryEllen.Duffy@akleg.gov

>

>

>

>

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>

>

>

> -----Original Message-----

> From: Donald W. McClintock [mailto:dwm@anchorlaw.com]

> Sent: Friday, September 20, 2013 1:10 PM

> To: LAA Legal

> Cc: 'Nola Cedergreen'; Mark Pfeffer (MPfeffer@PfefferDevelopment.com); Heidi A. Wyckoff

> Subject: RE: Recording of Anchorage Lease

>

> Doug,

>

> This is a rough draft; I am busy today trying to get a closing together and I still need to check who needs to sign the memorandum; we may be ok with just Mark's and Pam's signature (but I am ok if you want everyone).

>

> I also have not had a chance to proof read so this is not intended to be a final product, just wanted to give you an example.

>

> Have a good weekend. We finally have sun in Anchorage.

>

> Don

>

>

>

> Donald W. McClintock

> Ashburn & Mason, P.C.

> 1227 W. 9th Ave. Ste. 200

> Anchorage, AK 99501

> (907) 276-4331 (voice)

> (907) 277-8235 (fax)

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>

>

> -----Original Message-----

> From: LAA Legal [mailto:LAA.Legal@akleg.gov]

> Sent: Friday, September 20, 2013 11:04 AM

> To: Donald W. McClintock

> Subject: RE: Recording of Anchorage Lease

>

> Don,

> If you would provide a draft so we can look at this method of recording, it would be appreciated.

> Thank you,

> Doug

>

>

> Sent by:

> MaryEllen Duffy

> Special Assistant

> LAA Legal Services



> 907-465-6651 direct  
> 907-465-2029 fax  
> MaryEllen.Duffy@akleg.gov

>  
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>  
>

> -----Original Message-----

> From: Donald W. McClintock [mailto:dwm@anchorlaw.com]  
> Sent: Friday, September 20, 2013 9:52 AM  
> To: 'Nola Cedergreen'; Pamela Varni; LAA Legal  
> Cc: 'Mark Pfeffer'; Heidi A. Wyckoff  
> Subject: RE: Anchorage Lease

>  
>

> Doug,

>

> All we need for financing purposes is a memorandum of lease, which may be simplest; let me know your wishes. I can draft one if that helps.

>

> Don

>

> Donald W. McClintock  
> Ashburn & Mason, P.C.  
> 1227 W. 9th Ave. Ste. 200  
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>  
>

> -----Original Message-----

> From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
> Sent: Friday, September 20, 2013 9:15 AM  
> To: Donald W. McClintock; Pamela.Varni@akleg.gov  
> Cc: LAA.Legal@akleg.gov; 'Mark Pfeffer'; Heidi A. Wyckoff  
> Subject: RE: Anchorage Lease

>

> Sounds reasonable. I am not aware of any reason the entire lease has to be recorded which may be a practice that the State has historically followed, but it may not be a requirement per Statute, regulation, or the Alaska Administrative Manual.

>  
> Something to be decided between you and Doug ...  
>  
>  
>  
> \_\_\_\_\_  
> From: Donald W. McClintock [dwm@anchorlaw.com]  
> Sent: Thursday, September 19, 2013 5:59 PM  
> To: Nola Cedergreen; Pamela.Varni@akleg.gov  
> Cc: LAA.Legal@akleg.gov; 'Mark Pfeffer'; Heidi A. Wyckoff  
> Subject: RE: Anchorage Lease  
>  
> Nola,  
>  
> My recommendation given the size of the lease was to just do a memorandum of lease; I know your protocol is to record the entire lease but was not sure if that was an absolute.  
>  
> If the decision is made to record the entire lease, then I would just attach a cover sheet to it that is compliant with the statute; and not reformat the lease itself.  
>  
> Don  
>  
>  
>  
> Donald W. McClintock  
> Ashburn & Mason, P.C.  
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>  
>  
> -----Original Message-----  
> From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
> Sent: Thursday, September 19, 2013 5:41 PM  
> To: Pamela.Varni@akleg.gov  
> Cc: LAA.Legal@akleg.gov; Donald W. McClintock  
> Subject: RE: Anchorage Lease  
>  
> Thanks. Good info.  
>  
> You can either record the lease itself or a document that confirms the lease exists. The Lessor's lender may want a specific format as well. I will work with anything the parties may need.  
>  
>

> Sent from my Verizon Wireless 4G LTE Smartphone

>

>

>

> ----- Original message -----

> From: Pamela Varni <Pamela.Varni@akleg.gov>

> Date: 09/19/2013 5:52 PM (GMT-08:00)

> To: Nola Cedergreen <ncedergr@ahfc.us>

> Cc: Tina Strong <Tina.Strong@akleg.gov>

> Subject: Fwd: Anchorage Lease

>

>

> Hi Nola. Pls see Tina's message below. Can we please take the original from here to comply with the Recorder's Office?

Pam

>

> Sent from my iPhone

>

> Begin forwarded message:

>

> From: "Tina Strong" <Tina.Strong@akleg.gov<mailto:Tina.Strong@akleg.gov>>

> To: "Pamela Varni" <Pamela.Varni@akleg.gov<mailto:Pamela.Varni@akleg.gov>>

> Subject: Anchorage Lease

>

> Pam,

>

> Doug gave me copy of the lease with all of the signatures this afternoon. I wanted to point out that I did notice the margins on the first page do not comply with the recorder's office requirements.

>

> I've attached the front page of the lease and the requirements to have a document recorded. If we plan on recording this lease, the document will need to be reformatted with a 2" top margin. This allows room for the recorder to place their sticker.

>

> Tina Strong

> Procurement Officer

> Legislative Affairs Agency

> PH: (907) 465-6705

> FAX: (907) 465-2918

>

>

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---

**From:** Nola Cedergreen  
**Sent:** Tuesday, September 24, 2013 1:15 PM  
**To:** Tammy Hunter-Greco  
**Cc:** Greg Rochon; Mike Buller  
**Subject:** RE: Lease Signature Page

Hi, Tammy.

Each of the original signatures will arrive attn: Mike Buller because I am not in the office.

In the short term, we need to keep everything together as part of the original lease file - until we have obtained a complete lease package bearing all signatures on a single document that bears the same dates as the dates found on the individual signature pages. When we have a complete lease package that includes all original signatures, we will scan a copy for AHFC's records before returning the original documents to Pam Varni who is actually the official owner of the records.

AHFC's role is to facilitate ... route, collect, and organize documentation.

Nola

---

**From:** Tammy Hunter-Greco  
**Sent:** Tuesday, September 24, 2013 12:43 PM  
**To:** Nola Cedergreen  
**Subject:** Lease Signature Page

Hi Nola,

We received the attached signature page from Legal Services addressed to Mike Buller. Greg asked me to check with you to see what direction we should send the original document. Please advise.

Thank you,  
Tammy



**Tammy Hunter**  
Admin. Services Supervisor, Administrative Services Dept.

PO Box 101020 | Anchorage, Alaska 99510-1020  
Direct: 907-330-8488 | Fax: 907-338-9517 | [thunter@ahfc.us](mailto:thunter@ahfc.us)

---

**From:** Nola Cedergreen  
**Sent:** Tuesday, September 24, 2013 1:55 PM  
**To:** Donald W. McClintock; 'Pamela Varni'  
**Cc:** LAA Legal; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller; Greg Rochon  
**Subject:** RE: Recording of Anchorage Lease

I can confirm that the AHFC Risk Management Department is in possession of Doug's original. We will check with the AHFC executive offices to see what signatures may have been delivered to Mike's office.

---

From: Donald W. McClintock [dwm@anchorlaw.com]  
Sent: Tuesday, September 24, 2013 12:53 PM  
To: 'Pamela Varni'  
Cc: LAA Legal; Nola Cedergreen; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller  
Subject: RE: Recording of Anchorage Lease

Doug and Pam,

I would suggest keeping our one conformed original as the original lease and the MOU will refer to that and its effective date. The date of the MOU does not affect the effective date. But certainly the execution of the MOU will renew the affirmation of the lease by all of the signors.

Mike and Nola, have all of the original signatures made their way to you?

Don

Donald W. McClintock  
Ashburn & Mason, P.C.  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
(907) 276-4331 (voice)  
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-----Original Message-----

From: Pamela Varni [mailto:Pamela.Varni@akleg.gov]  
Sent: Tuesday, September 24, 2013 12:44 PM  
To: Donald W. McClintock  
Cc: LAA Legal; Pamela Varni; Nola Cedergreen; Mark Pfeffer; Heidi A. Wyckoff  
Subject: Re: Recording of Anchorage Lease

I don't want the effective date to change either. Can we do this without dating it the second time.

Sent from my iPhone

On Sep 24, 2013, at 12:26 PM, "Donald W. McClintock" <dwm@anchorlaw.com> wrote:

> Doug,

>

> Ok, I will give the MOU a close read and send back with all signatures.

>

> On the conformed lease, since it was notarized, what will you do with the signature dates--we will have 2 original leases with 2 different sets of signatures on different dates.

>

> The memo of lease may cure it with all signatures and avoid having to re-sign the lease. Just a thought. We would like the effective date to stay the same.

>

> Don

>

> Donald W. McClintock

> Ashburn & Mason, P.C.

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>

>

> -----Original Message-----

> From: LAA Legal [mailto:LAA.Legal@akleg.gov]

> Sent: Tuesday, September 24, 2013 12:21 PM

> To: Donald W. McClintock

> Cc: Pamela Varni

> Subject: FW: Recording of Anchorage Lease

>

> Don,

> I ran this past Pam, and she is okay with filing a memorandum with the recorder's office. I would like all the signatures on the memorandum. Perhaps we could get the memorandum you drafted revised to include all the signatures, and circulate it with the lease during the conformed copy process and kill two birds with one stone.

> Doug

>

>

>

> Sent by:

> MaryEllen Duffy

> Special Assistant

> LAA Legal Services

> 907-465-6651 direct

> 907-465-2029 fax  
> MaryEllen.Duffy@akleg.gov

>  
>  
>  
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>  
>  
> -----Original Message-----

> From: LAA Legal  
> Sent: Friday, September 20, 2013 2:00 PM  
> To: 'Donald W. McClintock'  
> Subject: RE: Recording of Anchorage Lease

>  
> Thanks. Enjoy the weekend. I'll discuss this with Pam next week and let you know.  
> DG

>  
>  
> Sent by:  
> MaryEllen Duffy  
> Special Assistant  
> LAA Legal Services  
> 907-465-6651 direct  
> 907-465-2029 fax  
> MaryEllen.Duffy@akleg.gov

>  
>  
>  
>  
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>  
>  
>  
> -----Original Message-----

> From: Donald W. McClintock [mailto:dwm@anchorlaw.com]  
> Sent: Friday, September 20, 2013 1:10 PM  
> To: LAA Legal  
> Cc: 'Nola Cedergreen'; Mark Pfeffer (MPfeffer@PfefferDevelopment.com); Heidi A. Wyckoff  
> Subject: RE: Recording of Anchorage Lease

>  
> Doug,  
>  
> This is a rough draft; I am busy today trying to get a closing together and I still need to check who needs to sign the memorandum; we may be ok with just Mark's and Pam's signature (but I am ok if you want everyone).

>



> I also have not had a chance to proof read so this is not intended to be a final product, just wanted to give you an example.

>

> Have a good weekend. We finally have sun in Anchorage.

>

> Don

>

>

>

> Donald W. McClintock

> Ashburn & Mason, P.C.

> 1227 W. 9th Ave. Ste. 200

> Anchorage, AK 99501

> (907) 276-4331 (voice)

> (907) 277-8235 (fax)

> www.anchorlaw.com

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>

>

> -----Original Message-----

> From: LAA Legal [mailto:LAA.Legal@akleg.gov]

> Sent: Friday, September 20, 2013 11:04 AM

> To: Donald W. McClintock

> Subject: RE: Recording of Anchorage Lease

>

> Don,

> If you would provide a draft so we can look at this method of recording, it would be appreciated.

> Thank you,

> Doug

>

>

> Sent by:

> MaryEllen Duffy

> Special Assistant

> LAA Legal Services

> 907-465-6651 direct

> 907-465-2029 fax

> MaryEllen.Duffy@akleg.gov

>

>

>

>

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>

>  
> -----Original Message-----  
> From: Donald W. McClintock [mailto:dwm@anchorlaw.com]  
> Sent: Friday, September 20, 2013 9:52 AM  
> To: 'Nola Cedergreen'; Pamela Varni; LAA Legal  
> Cc: 'Mark Pfeffer'; Heidi A. Wyckoff  
> Subject: RE: Anchorage Lease  
>  
> Doug,  
>  
> All we need for financing purposes is a memorandum of lease, which may be simplest; let me know your wishes. I can draft one if that helps.  
>  
> Don  
>  
> Donald W. McClintock  
> Ashburn & Mason, P.C.  
> 1227 W. 9th Ave. Ste. 200  
> Anchorage, AK 99501  
> (907) 276-4331 (voice)  
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>  
>  
> -----Original Message-----  
> From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
> Sent: Friday, September 20, 2013 9:15 AM  
> To: Donald W. McClintock; Pamela.Varni@akleg.gov  
> Cc: LAA.Legal@akleg.gov; 'Mark Pfeffer'; Heidi A. Wyckoff  
> Subject: RE: Anchorage Lease  
>  
> Sounds reasonable. I am not aware of any reason the entire lease has to be recorded which may be a practice that the State has historically followed, but it may not be a requirement per Statute, regulation, or the Alaska Administrative Manual.  
>  
> Something to be decided between you and Doug ...  
>  
>  
>  
> \_\_\_\_\_  
> From: Donald W. McClintock [dwm@anchorlaw.com]  
> Sent: Thursday, September 19, 2013 5:59 PM  
> To: Nola Cedergreen; Pamela.Varni@akleg.gov  
> Cc: LAA.Legal@akleg.gov; 'Mark Pfeffer'; Heidi A. Wyckoff  
> Subject: RE: Anchorage Lease  
>

> Nola,  
>  
> My recommendation given the size of the lease was to just do a memorandum of lease; I know your protocol is to record the entire lease but was not sure if that was an absolute.  
>  
> If the decision is made to record the entire lease, then I would just attach a cover sheet to it that is compliant with the statute; and not reformat the lease itself.  
>  
> Don  
>  
>  
>  
> Donald W. McClintock  
> Ashburn & Mason, P.C.  
> 1227 W. 9th Ave. Ste. 200  
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>  
>  
> -----Original Message-----  
> From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
> Sent: Thursday, September 19, 2013 5:41 PM  
> To: Pamela.Varni@akleg.gov  
> Cc: LAA.Legal@akleg.gov; Donald W. McClintock  
> Subject: RE: Anchorage Lease  
>  
> Thanks. Good info.  
>  
> You can either record the lease itself or a document that confirms the lease exists. The Lessor's lender may want a specific format as well. I will work with anything the parties may need.  
>  
>  
> Sent from my Verizon Wireless 4G LTE Smartphone  
>  
>  
>  
> ----- Original message -----  
> From: Pamela Varni <Pamela.Varni@akleg.gov>  
> Date: 09/19/2013 5:52 PM (GMT-08:00)  
> To: Nola Cedergreen <ncedergr@ahfc.us>  
> Cc: Tina Strong <Tina.Strong@akleg.gov>  
> Subject: Fwd: Anchorage Lease  
>  
>

> Hi Nola. Pls see Tina's message below. Can we please take the original from here to comply with the Recorder's Office?  
Pam

>

> Sent from my iPhone

>

> Begin forwarded message:

>

> From: "Tina Strong" <Tina.Strong@akleg.gov<mailto:Tina.Strong@akleg.gov>>

> To: "Pamela Varni" <Pamela.Varni@akleg.gov<mailto:Pamela.Varni@akleg.gov>>

> Subject: Anchorage Lease

>

> Pam,

>

> Doug gave me copy of the lease with all of the signatures this afternoon. I wanted to point out that I did notice the margins on the first page do not comply with the recorder's office requirements.

>

> I've attached the front page of the lease and the requirements to have a document recorded. If we plan on recording this lease, the document will need to be reformatted with a 2" top margin. This allows room for the recorder to place their sticker.

>

> Tina Strong  
> Procurement Officer  
> Legislative Affairs Agency  
> PH: (907) 465-6705  
> FAX: (907) 465-2918

>

>

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---

**From:** Mike Buller  
**Sent:** Tuesday, September 24, 2013 1:59 PM  
**To:** Nola Cedergreen  
**Subject:** Re: Recording of Anchorage Lease

I have Bob Acree's.

Sent from my iPad

> On Sep 24, 2013, at 1:56 PM, "Nola Cedergreen" <ncedergr@ahfc.us> wrote:

>

> I can confirm that the AHFC Risk Management Department is in possession of Doug's original. We will check with the AHFC executive offices to see what signatures may have been delivered to Mike's office.

>

>

> From: Donald W. McClintock [dwm@anchorlaw.com]

> Sent: Tuesday, September 24, 2013 12:53 PM

> To: 'Pamela Varni'

> Cc: LAA Legal; Nola Cedergreen; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller

> Subject: RE: Recording of Anchorage Lease

>

> Doug and Pam,

>

> I would suggest keeping our one conformed original as the original lease and the MOU will refer to that and its effective date. The date of the MOU does not affect the effective date. But certainly the execution of the MOU will renew the affirmation of the lease by all of the signors.

>

> Mike and Nola, have all of the original signatures made their way to you?

>

> Don

>

> Donald W. McClintock

> Ashburn & Mason, P.C.

> 1227 W. 9th Ave. Ste. 200

> Anchorage, AK 99501

> (907) 276-4331 (voice)

> (907) 277-8235 (fax)

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>

>

> -----Original Message-----

> From: Pamela Varni [mailto:Pamela.Varni@akleg.gov]

> Sent: Tuesday, September 24, 2013 12:44 PM

> To: Donald W. McClintock  
> Cc: LAA Legal; Pamela Varni; Nola Cedergreen; Mark Pfeffer; Heidi A. Wyckoff  
> Subject: Re: Recording of Anchorage Lease

>  
> I don't want the effective date to change either. Can we do this without dating it the second time.

>  
> Sent from my iPhone

>> On Sep 24, 2013, at 12:26 PM, "Donald W. McClintock" <dwm@anchorlaw.com> wrote:

>>  
>> Doug,

>>  
>> Ok, I will give the MOU a close read and send back with all signatures.

>>  
>> On the conformed lease, since it was notarized, what will you do with the signature dates--we will have 2 original leases with 2 different sets of signatures on different dates.

>>  
>> The memo of lease may cure it with all signatures and avoid having to re-sign the lease. Just a thought. We would like the effective date to stay the same.

>>  
>> Don

>>  
>> Donald W. McClintock  
>> Ashburn & Mason, P.C.  
>> 1227 W. 9th Ave. Ste. 200  
>> Anchorage, AK 99501  
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>>  
>> -----Original Message-----

>> From: LAA Legal [mailto:LAA.Legal@akleg.gov]  
>> Sent: Tuesday, September 24, 2013 12:21 PM  
>> To: Donald W. McClintock  
>> Cc: Pamela Varni  
>> Subject: FW: Recording of Anchorage Lease

>>  
>> Don,

>> I ran this past Pam, and she is okay with filing a memorandum with the recorder's office. I would like all the signatures on the memorandum. Perhaps we could get the memorandum you drafted revised to include all the signatures, and circulate it with the lease during the conformed copy process and kill two birds with one stone.

>> Doug

>>  
>>  
>>

>> Sent by:  
>> MaryEllen Duffy  
>> Special Assistant  
>> LAA Legal Services  
>> 907-465-6651 direct  
>> 907-465-2029 fax  
>> MaryEllen.Duffy@akleg.gov

>>  
>>  
>>  
>>

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>>  
>>

>> -----Original Message-----

>> From: LAA Legal  
>> Sent: Friday, September 20, 2013 2:00 PM  
>> To: 'Donald W. McClintock'  
>> Subject: RE: Recording of Anchorage Lease

>>  
>> Thanks. Enjoy the weekend. I'll discuss this with Pam next week and let you know.  
>> DG

>>  
>>

>> Sent by:  
>> MaryEllen Duffy  
>> Special Assistant  
>> LAA Legal Services  
>> 907-465-6651 direct  
>> 907-465-2029 fax  
>> MaryEllen.Duffy@akleg.gov

>>  
>>  
>>  
>>

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>>  
>>  
>>

>> -----Original Message-----

>> From: Donald W. McClintock [mailto:dwm@anchorlaw.com]  
>> Sent: Friday, September 20, 2013 1:10 PM  
>> To: LAA Legal  
>> Cc: 'Nola Cedergreen'; Mark Pfeffer (MPfeffer@PfefferDevelopment.com); Heidi A. Wyckoff  
>> Subject: RE: Recording of Anchorage Lease

>>

>> Doug,

>>

>> This is a rough draft; I am busy today trying to get a closing together and I still need to check who needs to sign the memorandum; we may be ok with just Mark's and Pam's signature (but I am ok if you want everyone).

>>

>> I also have not had a chance to proof read so this is not intended to be a final product, just wanted to give you an example.

>>

>> Have a good weekend. We finally have sun in Anchorage.

>>

>> Don

>>

>>

>>

>> Donald W. McClintock

>> Ashburn & Mason, P.C.

>> 1227 W. 9th Ave. Ste. 200

>> Anchorage, AK 99501

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>> (907) 277-8235 (fax)

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>>

>>

>> -----Original Message-----

>> From: LAA Legal [mailto:LAA.Legal@akleg.gov]

>> Sent: Friday, September 20, 2013 11:04 AM

>> To: Donald W. McClintock

>> Subject: RE: Recording of Anchorage Lease

>>

>> Don,

>> If you would provide a draft so we can look at this method of recording, it would be appreciated.

>> Thank you,

>> Doug

>>

>>

>> Sent by:

>> MaryEllen Duffy

>> Special Assistant

>> LAA Legal Services

>> 907-465-6651 direct

>> 907-465-2029 fax

>> MaryEllen.Duffy@akleg.gov

>>

>>

>>

>>



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>>

>>

>> -----Original Message-----

>> From: Donald W. McClintock [mailto:dwm@anchorlaw.com]

>> Sent: Friday, September 20, 2013 9:52 AM

>> To: 'Nola Cedergreen'; Pamela Varni; LAA Legal

>> Cc: 'Mark Pfeffer'; Heidi A. Wyckoff

>> Subject: RE: Anchorage Lease

>>

>> Doug,

>>

>> All we need for financing purposes is a memorandum of lease, which may be simplest; let me know your wishes. I can draft one if that helps.

>>

>> Don

>>

>> Donald W. McClintock

>> Ashburn & Mason, P.C.

>> 1227 W. 9th Ave. Ste. 200

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>>

>>

>> -----Original Message-----

>> From: Nola Cedergreen [mailto:ncedergr@ahfc.us]

>> Sent: Friday, September 20, 2013 9:15 AM

>> To: Donald W. McClintock; Pamela.Varni@akleg.gov

>> Cc: LAA.Legal@akleg.gov; 'Mark Pfeffer'; Heidi A. Wyckoff

>> Subject: RE: Anchorage Lease

>>

>> Sounds reasonable. I am not aware of any reason the entire lease has to be recorded which may be a practice that the State has historically followed, but it may not be a requirement per Statute, regulation, or the Alaska Administrative Manual.

>>

>> Something to be decided between you and Doug ...

>>

>>

>>

>>

>> \_\_\_\_\_  
>> From: Donald W. McClintock [dwm@anchorlaw.com]

>> Sent: Thursday, September 19, 2013 5:59 PM  
>> To: Nola Cedergreen; Pamela.Varni@akleg.gov  
>> Cc: LAA.Legal@akleg.gov; 'Mark Pfeffer'; Heidi A. Wyckoff  
>> Subject: RE: Anchorage Lease

>>  
>> Nola,

>>  
>> My recommendation given the size of the lease was to just do a memorandum of lease; I know your protocol is to record the entire lease but was not sure if that was an absolute.

>>  
>> If the decision is made to record the entire lease, then I would just attach a cover sheet to it that is compliant with the statute; and not reformat the lease itself.

>>  
>> Don

>>  
>>  
>>  
>> Donald W. McClintock  
>> Ashburn & Mason, P.C.  
>> 1227 W. 9th Ave. Ste. 200  
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>>  
>>  
>> -----Original Message-----

>> From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
>> Sent: Thursday, September 19, 2013 5:41 PM  
>> To: Pamela.Varni@akleg.gov  
>> Cc: LAA.Legal@akleg.gov; Donald W. McClintock  
>> Subject: RE: Anchorage Lease

>>  
>> Thanks. Good info.

>>  
>> You can either record the lease itself or a document that confirms the lease exists. The Lessor's lender may want a specific format as well. I will work with anything the parties may need.

>>  
>>  
>> Sent from my Verizon Wireless 4G LTE Smartphone

>>  
>>  
>>  
>> ----- Original message -----

>> From: Pamela Varni <Pamela.Varni@akleg.gov>  
>> Date: 09/19/2013 5:52 PM (GMT-08:00)

>> To: Nola Cedergreen <ncedergr@ahfc.us>

>> Cc: Tina Strong <Tina.Strong@akleg.gov>

>> Subject: Fwd: Anchorage Lease

>>

>>

>> Hi Nola. Pls see Tina's message below. Can we please take the original from here to comply with the Recorder's Office? Pam

>>

>> Sent from my iPhone

>>

>> Begin forwarded message:

>>

>> From: "Tina Strong" <Tina.Strong@akleg.gov<mailto:Tina.Strong@akleg.gov>>

>> To: "Pamela Varni" <Pamela.Varni@akleg.gov<mailto:Pamela.Varni@akleg.gov>>

>> Subject: Anchorage Lease

>>

>> Pam,

>>

>> Doug gave me copy of the lease with all of the signatures this afternoon. I wanted to point out that I did notice the margins on the first page do not comply with the recorder's office requirements.

>>

>> I've attached the front page of the lease and the requirements to have a document recorded. If we plan on recording this lease, the document will need to be reformatted with a 2" top margin. This allows room for the recorder to place their sticker.

>>

>> Tina Strong

>> Procurement Officer

>> Legislative Affairs Agency

>> PH: (907) 465-6705

>> FAX: (907) 465-2918

>>

>>

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---

**From:** Nola Cedergreen  
**Sent:** Tuesday, September 24, 2013 2:29 PM  
**To:** Donald W. McClintock; 'Pamela Varni'  
**Cc:** LAA Legal; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller; Greg Rochon  
**Subject:** RE: Recording of Anchorage Lease

AHFC is also in receipt of Mr. Acree's original.

---

From: Nola Cedergreen  
Sent: Tuesday, September 24, 2013 1:54 PM  
To: Donald W. McClintock; 'Pamela Varni'  
Cc: LAA Legal; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller; Greg Rochon  
Subject: RE: Recording of Anchorage Lease

I can confirm that the AHFC Risk Management Department is in possession of Doug's original. We will check with the AHFC executive offices to see what signatures may have been delivered to Mike's office.

---

From: Donald W. McClintock [dwm@anchorlaw.com]  
Sent: Tuesday, September 24, 2013 12:53 PM  
To: 'Pamela Varni'  
Cc: LAA Legal; Nola Cedergreen; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller  
Subject: RE: Recording of Anchorage Lease

Doug and Pam,

I would suggest keeping our one conformed original as the original lease and the MOU will refer to that and its effective date. The date of the MOU does not affect the effective date. But certainly the execution of the MOU will renew the affirmation of the lease by all of the signors.

Mike and Nola, have all of the original signatures made their way to you?

Don

Donald W. McClintock  
Ashburn & Mason, P.C.  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
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-----Original Message-----

From: Pamela Varni [mailto:Pamela.Varni@akleg.gov]

Sent: Tuesday, September 24, 2013 12:44 PM

To: Donald W. McClintock

Cc: LAA Legal; Pamela Varni; Nola Cedergreen; Mark Pfeffer; Heidi A. Wyckoff

Subject: Re: Recording of Anchorage Lease

I don't want the effective date to change either. Can we do this without dating it the second time.

Sent from my iPhone

On Sep 24, 2013, at 12:26 PM, "Donald W. McClintock" <dwm@anchorlaw.com> wrote:

> Doug,

>

> Ok, I will give the MOU a close read and send back with all signatures.

>

> On the conformed lease, since it was notarized, what will you do with the signature dates--we will have 2 original leases with 2 different sets of signatures on different dates.

>

> The memo of lease may cure it with all signatures and avoid having to re-sign the lease. Just a thought. We would like the effective date to stay the same.

>

> Don

>

> Donald W. McClintock

> Ashburn & Mason, P.C.

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>

>

> -----Original Message-----

> From: LAA Legal [mailto:LAA.Legal@akleg.gov]

> Sent: Tuesday, September 24, 2013 12:21 PM

> To: Donald W. McClintock

> Cc: Pamela Varni

> Subject: FW: Recording of Anchorage Lease

>

> Don,

> I ran this past Pam, and she is okay with filing a memorandum with the recorder's office. I would like all the signatures on the memorandum. Perhaps we could get the memorandum you drafted revised to include all the signatures, and circulate it with the lease during the conformed copy process and kill two birds with one stone.

> Doug

>

>

>

> Sent by:

> MaryEllen Duffy

> Special Assistant

> LAA Legal Services

> 907-465-6651 direct

> 907-465-2029 fax

> MaryEllen.Duffy@akleg.gov

>

>

>

>

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>

>

> -----Original Message-----

> From: LAA Legal

> Sent: Friday, September 20, 2013 2:00 PM

> To: 'Donald W. McClintock'

> Subject: RE: Recording of Anchorage Lease

>

> Thanks. Enjoy the weekend. I'll discuss this with Pam next week and let you know.

> DG

>

>

> Sent by:

> MaryEllen Duffy

> Special Assistant

> LAA Legal Services

> 907-465-6651 direct

> 907-465-2029 fax

> MaryEllen.Duffy@akleg.gov

>

>

>

>

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>

>

>

> -----Original Message-----

> From: Donald W. McClintock [mailto:dwm@anchorlaw.com]

> Sent: Friday, September 20, 2013 1:10 PM

> To: LAA Legal  
> Cc: 'Nola Cedergreen'; Mark Pfeffer (MPfeffer@PfefferDevelopment.com); Heidi A. Wyckoff  
> Subject: RE: Recording of Anchorage Lease  
>  
> Doug,  
>  
> This is a rough draft; I am busy today trying to get a closing together and I still need to check who needs to sign the memorandum; we may be ok with just Mark's and Pam's signature (but I am ok if you want everyone).  
>  
> I also have not had a chance to proof read so this is not intended to be a final product, just wanted to give you an example.  
>  
> Have a good weekend. We finally have sun in Anchorage.  
>  
> Don  
>  
>  
>  
> Donald W. McClintock  
> Ashburn & Mason, P.C.  
> 1227 W. 9th Ave. Ste. 200  
> Anchorage, AK 99501  
> (907) 276-4331 (voice)  
> (907) 277-8235 (fax)  
> www.anchorlaw.com  
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>  
>  
> -----Original Message-----  
> From: LAA Legal [mailto:LAA.Legal@akleg.gov]  
> Sent: Friday, September 20, 2013 11:04 AM  
> To: Donald W. McClintock  
> Subject: RE: Recording of Anchorage Lease  
>  
> Don,  
> If you would provide a draft so we can look at this method of recording, it would be appreciated.  
> Thank you,  
> Doug  
>  
>  
> Sent by:  
> MaryEllen Duffy  
> Special Assistant  
> LAA Legal Services  
> 907-465-6651 direct  
> 907-465-2029 fax  
> MaryEllen.Duffy@akleg.gov

>  
>  
>  
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>  
>  
> -----Original Message-----  
> From: Donald W. McClintock [mailto:dwm@anchorlaw.com]  
> Sent: Friday, September 20, 2013 9:52 AM  
> To: 'Nola Cedergreen'; Pamela Varni; LAA Legal  
> Cc: 'Mark Pfeffer'; Heidi A. Wyckoff  
> Subject: RE: Anchorage Lease  
>  
> Doug,  
>  
> All we need for financing purposes is a memorandum of lease, which may be simplest; let me know your wishes. I can draft one if that helps.  
>  
> Don  
>  
> Donald W. McClintock  
> Ashburn & Mason, P.C.  
> 1227 W. 9th Ave. Ste. 200  
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>  
>  
> -----Original Message-----  
> From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
> Sent: Friday, September 20, 2013 9:15 AM  
> To: Donald W. McClintock; Pamela.Varni@akleg.gov  
> Cc: LAA.Legal@akleg.gov; 'Mark Pfeffer'; Heidi A. Wyckoff  
> Subject: RE: Anchorage Lease  
>  
> Sounds reasonable. I am not aware of any reason the entire lease has to be recorded which may be a practice that the State has historically followed, but it may not be a requirement per Statute, regulation, or the Alaska Administrative Manual.  
>  
> Something to be decided between you and Doug ...  
>



>  
>  
>  
> 

---

> From: Donald W. McClintock [dwm@anchorlaw.com]  
> Sent: Thursday, September 19, 2013 5:59 PM  
> To: Nola Cedergreen; Pamela.Varni@akleg.gov  
> Cc: LAA.Legal@akleg.gov; 'Mark Pfeffer'; Heidi A. Wyckoff  
> Subject: RE: Anchorage Lease

>  
> Nola,  
>  
> My recommendation given the size of the lease was to just do a memorandum of lease; I know your protocol is to record the entire lease but was not sure if that was an absolute.  
>  
> If the decision is made to record the entire lease, then I would just attach a cover sheet to it that is compliant with the statute; and not reformat the lease itself.  
>  
> Don  
>  
>  
>  
> Donald W. McClintock  
> Ashburn & Mason, P.C.  
> 1227 W. 9th Ave. Ste. 200  
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>  
>  
> -----Original Message-----  
> From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
> Sent: Thursday, September 19, 2013 5:41 PM  
> To: Pamela.Varni@akleg.gov  
> Cc: LAA.Legal@akleg.gov; Donald W. McClintock  
> Subject: RE: Anchorage Lease

>  
> Thanks. Good info.  
>  
> You can either record the lease itself or a document that confirms the lease exists. The Lessor's lender may want a specific format as well. I will work with anything the parties may need.  
>  
>  
> Sent from my Verizon Wireless 4G LTE Smartphone  
>  
>

>  
> ----- Original message -----  
> From: Pamela Varni <Pamela.Varni@akleg.gov>  
> Date: 09/19/2013 5:52 PM (GMT-08:00)  
> To: Nola Cedergreen <ncedergr@ahfc.us>  
> Cc: Tina Strong <Tina.Strong@akleg.gov>  
> Subject: Fwd: Anchorage Lease  
>  
>  
> Hi Nola. Pls see Tina's message below. Can we please take the original from here to comply with the Recorder's Office?  
Pam  
>  
> Sent from my iPhone  
>  
> Begin forwarded message:  
>  
> From: "Tina Strong" <Tina.Strong@akleg.gov<mailto:Tina.Strong@akleg.gov>>  
> To: "Pamela Varni" <Pamela.Varni@akleg.gov<mailto:Pamela.Varni@akleg.gov>>  
> Subject: Anchorage Lease  
>  
> Pam,  
>  
> Doug gave me copy of the lease with all of the signatures this afternoon. I wanted to point out that I did notice the margins on the first page do not comply with the recorder's office requirements.  
>  
> I've attached the front page of the lease and the requirements to have a document recorded. If we plan on recording this lease, the document will need to be reformatted with a 2" top margin. This allows room for the recorder to place their sticker.  
>  
> Tina Strong  
> Procurement Officer  
> Legislative Affairs Agency  
> PH: (907) 465-6705  
> FAX: (907) 465-2918  
>  
>  
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received this communication in error, please notify the sender immediately and delete the original message from your system.

---

**From:** Mark Pfeffer <MPfeffer@PfefferDevelopment.com>  
**Sent:** Tuesday, September 24, 2013 2:32 PM  
**To:** Nola Cedergreen; Donald W. McClintock; 'Pamela Varni'  
**Cc:** LAA Legal; Heidi A. Wyckoff; Mike Buller; Greg Rochon  
**Subject:** RE: Recording of Anchorage Lease

Sorry, but I have my originals. I will get them over to AHFC. Who do I deliver it to?

Mark Pfeffer

PFEFFER DEVELOPMENT, LLC  
425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644 | f 907.646.4655 |

Cell Phone  
907 317 5030

-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Tuesday, September 24, 2013 2:29 PM  
To: Donald W. McClintock; 'Pamela Varni'  
Cc: LAA Legal; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller; Greg Rochon  
Subject: RE: Recording of Anchorage Lease

AHFC is also in receipt of Mr. Acree's original.

---

From: Nola Cedergreen  
Sent: Tuesday, September 24, 2013 1:54 PM  
To: Donald W. McClintock; 'Pamela Varni'  
Cc: LAA Legal; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller; Greg Rochon  
Subject: RE: Recording of Anchorage Lease

I can confirm that the AHFC Risk Management Department is in possession of Doug's original. We will check with the AHFC executive offices to see what signatures may have been delivered to Mike's office.

---

From: Donald W. McClintock [dwm@anchorlaw.com]  
Sent: Tuesday, September 24, 2013 12:53 PM  
To: 'Pamela Varni'  
Cc: LAA Legal; Nola Cedergreen; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller  
Subject: RE: Recording of Anchorage Lease

Doug and Pam,

I would suggest keeping our one conformed original as the original lease and the MOU will refer to that and its effective date. The date of the MOU does not affect the effective date. But certainly the execution of the MOU will renew the affirmation of the lease by all of the signors.

Mike and Nola, have all of the original signatures made their way to you?

Don

Donald W. McClintock  
Ashburn & Mason, P.C.  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
(907) 276-4331 (voice)  
(907) 277-8235 (fax)  
www.anchorlaw.com

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-----Original Message-----

From: Pamela Varni [mailto:Pamela.Varni@akleg.gov]  
Sent: Tuesday, September 24, 2013 12:44 PM  
To: Donald W. McClintock  
Cc: LAA Legal; Pamela Varni; Nola Cedergreen; Mark Pfeffer; Heidi A. Wyckoff  
Subject: Re: Recording of Anchorage Lease

I don't want the effective date to change either. Can we do this without dating it the second time.

Sent from my iPhone

On Sep 24, 2013, at 12:26 PM, "Donald W. McClintock" <dwm@anchorlaw.com> wrote:

> Doug,  
>  
> Ok, I will give the MOU a close read and send back with all signatures.  
>  
> On the conformed lease, since it was notarized, what will you do with the signature dates--we will have 2 original leases with 2 different sets of signatures on different dates.  
>  
> The memo of lease may cure it with all signatures and avoid having to re-sign the lease. Just a thought. We would like the effective date to stay the same.  
>  
> Don  
>  
> Donald W. McClintock  
> Ashburn & Mason, P.C.  
> 1227 W. 9th Ave. Ste. 200  
> Anchorage, AK 99501  
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>

>

> -----Original Message-----

> From: LAA Legal [mailto:LAA.Legal@akleg.gov]

> Sent: Tuesday, September 24, 2013 12:21 PM

> To: Donald W. McClintock

> Cc: Pamela Varni

> Subject: FW: Recording of Anchorage Lease

>

> Don,

> I ran this past Pam, and she is okay with filing a memorandum with the recorder's office. I would like all the signatures on the memorandum. Perhaps we could get the memorandum you drafted revised to include all the signatures, and circulate it with the lease during the conformed copy process and kill two birds with one stone.

> Doug

>

>

>

> Sent by:

> MaryEllen Duffy

> Special Assistant

> LAA Legal Services

> 907-465-6651 direct

> 907-465-2029 fax

> MaryEllen.Duffy@akleg.gov

>

>

>

>

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>

>

> -----Original Message-----

> From: LAA Legal

> Sent: Friday, September 20, 2013 2:00 PM

> To: 'Donald W. McClintock'

> Subject: RE: Recording of Anchorage Lease

>

> Thanks. Enjoy the weekend. I'll discuss this with Pam next week and let you know.

> DG

>

>

> Sent by:

> MaryEllen Duffy

> Special Assistant

> LAA Legal Services

> 907-465-6651 direct  
> 907-465-2029 fax  
> MaryEllen.Duffy@akleg.gov

>  
>  
>  
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>  
>  
>  
> -----Original Message-----  
> From: Donald W. McClintock [mailto:dwm@anchorlaw.com]  
> Sent: Friday, September 20, 2013 1:10 PM  
> To: LAA Legal  
> Cc: 'Nola Cedergreen'; Mark Pfeffer (MPfeffer@PfefferDevelopment.com);  
> Heidi A. Wyckoff  
> Subject: RE: Recording of Anchorage Lease

>  
> Doug,  
>  
> This is a rough draft; I am busy today trying to get a closing together and I still need to check who needs to sign the memorandum; we may be ok with just Mark's and Pam's signature (but I am ok if you want everyone).  
>  
> I also have not had a chance to proof read so this is not intended to be a final product, just wanted to give you an example.

>  
> Have a good weekend. We finally have sun in Anchorage.

>  
> Don  
>  
>  
>  
> Donald W. McClintock  
> Ashburn & Mason, P.C.  
> 1227 W. 9th Ave. Ste. 200  
> Anchorage, AK 99501  
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>  
>  
> -----Original Message-----

> From: LAA Legal [mailto:LAA.Legal@akleg.gov]  
> Sent: Friday, September 20, 2013 11:04 AM  
> To: Donald W. McClintock  
> Subject: RE: Recording of Anchorage Lease

>  
> Don,  
> If you would provide a draft so we can look at this method of recording, it would be appreciated.  
> Thank you,  
> Doug

>  
>  
> Sent by:  
> MaryEllen Duffy  
> Special Assistant  
> LAA Legal Services  
> 907-465-6651 direct  
> 907-465-2029 fax  
> MaryEllen.Duffy@akleg.gov

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> -----Original Message-----  
> From: Donald W. McClintock [mailto:dwm@anchorlaw.com]  
> Sent: Friday, September 20, 2013 9:52 AM  
> To: 'Nola Cedergreen'; Pamela Varni; LAA Legal  
> Cc: 'Mark Pfeffer'; Heidi A. Wyckoff  
> Subject: RE: Anchorage Lease

>  
> Doug,  
>  
> All we need for financing purposes is a memorandum of lease, which may be simplest; let me know your wishes. I can draft one if that helps.

>  
> Don  
>  
> Donald W. McClintock  
> Ashburn & Mason, P.C.  
> 1227 W. 9th Ave. Ste. 200  
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> Sent: Friday, September 20, 2013 9:15 AM

> To: Donald W. McClintock; Pamela.Varni@akleg.gov

> Cc: LAA.Legal@akleg.gov; 'Mark Pfeffer'; Heidi A. Wyckoff

> Subject: RE: Anchorage Lease

>

> Sounds reasonable. I am not aware of any reason the entire lease has to be recorded which may be a practice that the State has historically followed, but it may not be a requirement per Statute, regulation, or the Alaska Administrative Manual.

>

> Something to be decided between you and Doug ...

>

>

>

>

> \_\_\_\_\_  
> From: Donald W. McClintock [dwm@anchorlaw.com]

> Sent: Thursday, September 19, 2013 5:59 PM

> To: Nola Cedergreen; Pamela.Varni@akleg.gov

> Cc: LAA.Legal@akleg.gov; 'Mark Pfeffer'; Heidi A. Wyckoff

> Subject: RE: Anchorage Lease

>

> Nola,

>

> My recommendation given the size of the lease was to just do a memorandum of lease; I know your protocol is to record the entire lease but was not sure if that was an absolute.

>

> If the decision is made to record the entire lease, then I would just attach a cover sheet to it that is compliant with the statute; and not reformat the lease itself.

>

> Don

>

>

>

> Donald W. McClintock

> Ashburn & Mason, P.C.

> 1227 W. 9th Ave. Ste. 200

> Anchorage, AK 99501

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> From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
> Sent: Thursday, September 19, 2013 5:41 PM  
> To: Pamela.Varni@akleg.gov  
> Cc: LAA.Legal@akleg.gov; Donald W. McClintock  
> Subject: RE: Anchorage Lease  
>  
> Thanks. Good info.  
>  
> You can either record the lease itself or a document that confirms the lease exists. The Lessor's lender may want a specific format as well. I will work with anything the parties may need.  
>  
>  
> Sent from my Verizon Wireless 4G LTE Smartphone  
>  
>  
>  
> ----- Original message -----  
> From: Pamela Varni <Pamela.Varni@akleg.gov>  
> Date: 09/19/2013 5:52 PM (GMT-08:00)  
> To: Nola Cedergreen <ncedergr@ahfc.us>  
> Cc: Tina Strong <Tina.Strong@akleg.gov>  
> Subject: Fwd: Anchorage Lease  
>  
>  
> Hi Nola. Pls see Tina's message below. Can we please take the original  
> from here to comply with the Recorder's Office? Pam  
>  
> Sent from my iPhone  
>  
> Begin forwarded message:  
>  
> From: "Tina Strong"  
> <Tina.Strong@akleg.gov<mailto:Tina.Strong@akleg.gov>>  
> To: "Pamela Varni"  
> <Pamela.Varni@akleg.gov<mailto:Pamela.Varni@akleg.gov>>  
> Subject: Anchorage Lease  
>  
> Pam,  
>  
> Doug gave me copy of the lease with all of the signatures this afternoon. I wanted to point out that I did notice the margins on the first page do not comply with the recorder's office requirements.  
>  
> I've attached the front page of the lease and the requirements to have a document recorded. If we plan on recording this lease, the document will need to be reformatted with a 2" top margin. This allows room for the recorder to place their sticker.  
>  
> Tina Strong  
> Procurement Officer  
> Legislative Affairs Agency

> PH: (907) 465-6705

> FAX: (907) 465-2918

>

>

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>

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---

**From:** Pamela Varni <Pamela.Varni@akleg.gov>  
**Sent:** Tuesday, September 24, 2013 2:43 PM  
**To:** Nola Cedergreen; Donald W. McClintock  
**Cc:** LAA Legal; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller; Greg Rochon; Juli Lucky  
**Subject:** RE: Recording of Anchorage Lease

Nola - my original is being pouched to our Anchorage LIO. Tomorrow one of our Anchorage LIO staff will deliver it to AHFC. Please note Exhibit D will be in there as well. Also, this Exhibit D corrects a \$2 annual error. Mr. Lowe's annual figure was \$3,379,658 and my monthly lease amount to 716 W. 4th was correct but now the correct annual is \$3,379,656.  $\$281,638 \times 12 = \$3,379,656$  not \$3,379,658. Pam

-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Tuesday, September 24, 2013 2:29 PM  
To: Donald W. McClintock; Pamela Varni  
Cc: LAA Legal; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller; Greg Rochon  
Subject: RE: Recording of Anchorage Lease

AHFC is also in receipt of Mr. Acree's original.

---

From: Nola Cedergreen  
Sent: Tuesday, September 24, 2013 1:54 PM  
To: Donald W. McClintock; 'Pamela Varni'  
Cc: LAA Legal; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller; Greg Rochon  
Subject: RE: Recording of Anchorage Lease

I can confirm that the AHFC Risk Management Department is in possession of Doug's original. We will check with the AHFC executive offices to see what signatures may have been delivered to Mike's office.

---

From: Donald W. McClintock [dwm@anchorlaw.com]  
Sent: Tuesday, September 24, 2013 12:53 PM  
To: 'Pamela Varni'  
Cc: LAA Legal; Nola Cedergreen; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller  
Subject: RE: Recording of Anchorage Lease

Doug and Pam,

I would suggest keeping our one conformed original as the original lease and the MOU will refer to that and its effective date. The date of the MOU does not affect the effective date. But certainly the execution of the MOU will renew the affirmation of the lease by all of the signors.

Mike and Nola, have all of the original signatures made their way to you?

Don

Donald W. McClintock  
Ashburn & Mason, P.C.

1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
(907) 276-4331 (voice)  
(907) 277-8235 (fax)  
www.anchorlaw.com

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-----Original Message-----

From: Pamela Varni [mailto:Pamela.Varni@akleg.gov]  
Sent: Tuesday, September 24, 2013 12:44 PM  
To: Donald W. McClintock  
Cc: LAA Legal; Pamela Varni; Nola Cedergreen; Mark Pfeffer; Heidi A. Wyckoff  
Subject: Re: Recording of Anchorage Lease

I don't want the effective date to change either. Can we do this without dating it the second time.

Sent from my iPhone

On Sep 24, 2013, at 12:26 PM, "Donald W. McClintock" <dwm@anchorlaw.com> wrote:

> Doug,  
>  
> Ok, I will give the MOU a close read and send back with all signatures.  
>  
> On the conformed lease, since it was notarized, what will you do with the signature dates--we will have 2 original leases with 2 different sets of signatures on different dates.  
>  
> The memo of lease may cure it with all signatures and avoid having to re-sign the lease. Just a thought. We would like the effective date to stay the same.  
>  
> Don  
>  
> Donald W. McClintock  
> Ashburn & Mason, P.C.  
> 1227 W. 9th Ave. Ste. 200  
> Anchorage, AK 99501  
> (907) 276-4331 (voice)  
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>

>  
> -----Original Message-----  
> From: LAA Legal [mailto:LAA.Legal@akleg.gov]  
> Sent: Tuesday, September 24, 2013 12:21 PM  
> To: Donald W. McClintock  
> Cc: Pamela Varni  
> Subject: FW: Recording of Anchorage Lease

>  
> Don,  
> I ran this past Pam, and she is okay with filing a memorandum with the recorder's office. I would like all the signatures on the memorandum. Perhaps we could get the memorandum you drafted revised to include all the signatures, and circulate it with the lease during the conformed copy process and kill two birds with one stone.

> Doug

>  
>  
>  
> Sent by:  
> MaryEllen Duffy  
> Special Assistant  
> LAA Legal Services  
> 907-465-6651 direct  
> 907-465-2029 fax  
> MaryEllen.Duffy@akleg.gov

>  
>  
>  
>  
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>  
>  
> -----Original Message-----  
> From: LAA Legal  
> Sent: Friday, September 20, 2013 2:00 PM  
> To: 'Donald W. McClintock'  
> Subject: RE: Recording of Anchorage Lease

>  
> Thanks. Enjoy the weekend. I'll discuss this with Pam next week and let you know.

> DG

>  
>  
>  
> Sent by:  
> MaryEllen Duffy  
> Special Assistant  
> LAA Legal Services  
> 907-465-6651 direct  
> 907-465-2029 fax  
> MaryEllen.Duffy@akleg.gov

>  
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>  
>  
>  
> -----Original Message-----  
> From: Donald W. McClintock [mailto:dwm@anchorlaw.com]  
> Sent: Friday, September 20, 2013 1:10 PM  
> To: LAA Legal  
> Cc: 'Nola Cedergreen'; Mark Pfeffer (MPfeffer@PfefferDevelopment.com); Heidi A. Wyckoff  
> Subject: RE: Recording of Anchorage Lease  
>  
> Doug,  
>  
> This is a rough draft; I am busy today trying to get a closing together and I still need to check who needs to sign the memorandum; we may be ok with just Mark's and Pam's signature (but I am ok if you want everyone).  
>  
> I also have not had a chance to proof read so this is not intended to be a final product, just wanted to give you an example.  
>  
> Have a good weekend. We finally have sun in Anchorage.  
>  
> Don  
>  
>  
>  
> Donald W. McClintock  
> Ashburn & Mason, P.C.  
> 1227 W. 9th Ave. Ste. 200  
> Anchorage, AK 99501  
> (907) 276-4331 (voice)  
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>  
>  
> -----Original Message-----  
> From: LAA Legal [mailto:LAA.Legal@akleg.gov]  
> Sent: Friday, September 20, 2013 11:04 AM  
> To: Donald W. McClintock  
> Subject: RE: Recording of Anchorage Lease  
>  
> Don,

> If you would provide a draft so we can look at this method of recording, it would be appreciated.

> Thank you,

> Doug

>

>

> Sent by:

> MaryEllen Duffy

> Special Assistant

> LAA Legal Services

> 907-465-6651 direct

> 907-465-2029 fax

> MaryEllen.Duffy@akleg.gov

>

>

>

>

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>

>

> -----Original Message-----

> From: Donald W. McClintock [mailto:dwm@anchorlaw.com]

> Sent: Friday, September 20, 2013 9:52 AM

> To: 'Nola Cedergreen'; Pamela Varni; LAA Legal

> Cc: 'Mark Pfeffer'; Heidi A. Wyckoff

> Subject: RE: Anchorage Lease

>

> Doug,

>

> All we need for financing purposes is a memorandum of lease, which may be simplest; let me know your wishes. I can draft one if that helps.

>

> Don

>

> Donald W. McClintock

> Ashburn & Mason, P.C.

> 1227 W. 9th Ave. Ste. 200

> Anchorage, AK 99501

> (907) 276-4331 (voice)

> (907) 277-8235 (fax)

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>

>

> -----Original Message-----



> From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
> Sent: Friday, September 20, 2013 9:15 AM  
> To: Donald W. McClintock; Pamela.Varni@akleg.gov  
> Cc: LAA.Legal@akleg.gov; 'Mark Pfeffer'; Heidi A. Wyckoff  
> Subject: RE: Anchorage Lease

>  
> Sounds reasonable. I am not aware of any reason the entire lease has to be recorded which may be a practice that the State has historically followed, but it may not be a requirement per Statute, regulation, or the Alaska Administrative Manual.

>  
> Something to be decided between you and Doug ...

>  
>  
>  
>  
>  
> \_\_\_\_\_

> From: Donald W. McClintock [dwm@anchorlaw.com]  
> Sent: Thursday, September 19, 2013 5:59 PM  
> To: Nola Cedergreen; Pamela.Varni@akleg.gov  
> Cc: LAA.Legal@akleg.gov; 'Mark Pfeffer'; Heidi A. Wyckoff  
> Subject: RE: Anchorage Lease

>  
> Nola,

>  
> My recommendation given the size of the lease was to just do a memorandum of lease; I know your protocol is to record the entire lease but was not sure if that was an absolute.

>  
> If the decision is made to record the entire lease, then I would just attach a cover sheet to it that is compliant with the statute; and not reformat the lease itself.

>  
> Don

>  
>  
>  
>  
> Donald W. McClintock  
> Ashburn & Mason, P.C.  
> 1227 W. 9th Ave. Ste. 200  
> Anchorage, AK 99501  
> (907) 276-4331 (voice)  
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>  
>  
> -----Original Message-----

> From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
> Sent: Thursday, September 19, 2013 5:41 PM  
> To: Pamela.Varni@akleg.gov

> Cc: LAA.Legal@akleg.gov; Donald W. McClintock  
> Subject: RE: Anchorage Lease  
>  
> Thanks. Good info.  
>  
> You can either record the lease itself or a document that confirms the lease exists. The Lessor's lender may want a specific format as well. I will work with anything the parties may need.  
>  
>  
> Sent from my Verizon Wireless 4G LTE Smartphone  
>  
>  
>  
> ----- Original message -----  
> From: Pamela Varni <Pamela.Varni@akleg.gov>  
> Date: 09/19/2013 5:52 PM (GMT-08:00)  
> To: Nola Cedergreen <ncedergr@ahfc.us>  
> Cc: Tina Strong <Tina.Strong@akleg.gov>  
> Subject: Fwd: Anchorage Lease  
>  
>  
> Hi Nola. Pls see Tina's message below. Can we please take the original from here to comply with the Recorder's Office?  
Pam  
>  
> Sent from my iPhone  
>  
> Begin forwarded message:  
>  
> From: "Tina Strong" <Tina.Strong@akleg.gov<mailto:Tina.Strong@akleg.gov>>  
> To: "Pamela Varni" <Pamela.Varni@akleg.gov<mailto:Pamela.Varni@akleg.gov>>  
> Subject: Anchorage Lease  
>  
> Pam,  
>  
> Doug gave me copy of the lease with all of the signatures this afternoon. I wanted to point out that I did notice the margins on the first page do not comply with the recorder's office requirements.  
>  
> I've attached the front page of the lease and the requirements to have a document recorded. If we plan on recording this lease, the document will need to be reformatted with a 2" top margin. This allows room for the recorder to place their sticker.  
>  
> Tina Strong  
> Procurement Officer  
> Legislative Affairs Agency  
> PH: (907) 465-6705  
> FAX: (907) 465-2918  
>  
>  
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---

**From:** Pamela Varni <Pamela.Varni@akleg.gov>  
**Sent:** Tuesday, September 24, 2013 2:48 PM  
**To:** Nola Cedergreen  
**Subject:** FW: From a ExecDirec550  
**Attachments:** img-924141627-0001.pdf

This is what is coming in our pouch tomorrow. Pam

-----Original Message-----

From: Postmaster  
Sent: Tuesday, September 24, 2013 2:16 PM  
To: Pamela Varni  
Subject: From a ExecDirec550

Please open the attached document. It was scanned and sent to you using a Xerox Color.

Number of Images: 4  
Attachment File Type: PDF

---

**From:** Donald W. McClintock <dwm@anchorlaw.com>  
**Sent:** Tuesday, September 24, 2013 3:18 PM  
**To:** 'Mark Pfeffer'; Nola Cedergreen; 'Pamela Varni'  
**Cc:** LAA Legal; Heidi A. Wyckoff; Mike Buller; Greg Rochon  
**Subject:** RE: Recording of Anchorage Lease

Mike Buller would be best for now.

Donald W. McClintock  
Ashburn & Mason, P.C.  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
(907) 276-4331 (voice)  
(907) 277-8235 (fax)  
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-----Original Message-----

From: Mark Pfeffer [mailto:MPfeffer@PfefferDevelopment.com]  
Sent: Tuesday, September 24, 2013 2:32 PM  
To: Nola Cedergreen; Donald W. McClintock; 'Pamela Varni'  
Cc: LAA Legal; Heidi A. Wyckoff; Mike Buller; Greg Rochon  
Subject: RE: Recording of Anchorage Lease

Sorry, but I have my originals. I will get them over to AHFC. Who do I deliver it to?

Mark Pfeffer

PFEFFER DEVELOPMENT, LLC  
425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644 | f 907.646.4655 |

Cell Phone  
907 317 5030

-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Tuesday, September 24, 2013 2:29 PM  
To: Donald W. McClintock; 'Pamela Varni'  
Cc: LAA Legal; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller; Greg Rochon  
Subject: RE: Recording of Anchorage Lease

AHFC is also in receipt of Mr. Acree's original.

From: Nola Cedergreen  
Sent: Tuesday, September 24, 2013 1:54 PM  
To: Donald W. McClintock; 'Pamela Varni'  
Cc: LAA Legal; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller; Greg Rochon  
Subject: RE: Recording of Anchorage Lease

I can confirm that the AHFC Risk Management Department is in possession of Doug's original. We will check with the AHFC executive offices to see what signatures may have been delivered to Mike's office.

---

From: Donald W. McClintock [dwm@anchorlaw.com]  
Sent: Tuesday, September 24, 2013 12:53 PM  
To: 'Pamela Varni'  
Cc: LAA Legal; Nola Cedergreen; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller  
Subject: RE: Recording of Anchorage Lease

Doug and Pam,

I would suggest keeping our one conformed original as the original lease and the MOU will refer to that and its effective date. The date of the MOU does not affect the effective date. But certainly the execution of the MOU will renew the affirmation of the lease by all of the signors.

Mike and Nola, have all of the original signatures made their way to you?

Don

Donald W. McClintock  
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-----Original Message-----

From: Pamela Varni [mailto:Pamela.Varni@akleg.gov]  
Sent: Tuesday, September 24, 2013 12:44 PM  
To: Donald W. McClintock  
Cc: LAA Legal; Pamela Varni; Nola Cedergreen; Mark Pfeffer; Heidi A. Wyckoff  
Subject: Re: Recording of Anchorage Lease

I don't want the effective date to change either. Can we do this without dating it the second time.

Sent from my iPhone

On Sep 24, 2013, at 12:26 PM, "Donald W. McClintock" <dwm@anchorlaw.com> wrote:

> Doug,

>

> Ok, I will give the MOU a close read and send back with all signatures.

>

> On the conformed lease, since it was notarized, what will you do with the signature dates--we will have 2 original leases with 2 different sets of signatures on different dates.

>

> The memo of lease may cure it with all signatures and avoid having to re-sign the lease. Just a thought. We would like the effective date to stay the same.

>

> Don

>

> Donald W. McClintock

> Ashburn & Mason, P.C.

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>

>

> -----Original Message-----

> From: LAA Legal [mailto:LAA.Legal@akleg.gov]

> Sent: Tuesday, September 24, 2013 12:21 PM

> To: Donald W. McClintock

> Cc: Pamela Varni

> Subject: FW: Recording of Anchorage Lease

>

> Don,

> I ran this past Pam, and she is okay with filing a memorandum with the recorder's office. I would like all the signatures on the memorandum. Perhaps we could get the memorandum you drafted revised to include all the signatures, and circulate it with the lease during the conformed copy process and kill two birds with one stone.

> Doug

>

>

>

> Sent by:

> MaryEllen Duffy

> Special Assistant

> LAA Legal Services

> 907-465-6651 direct

> 907-465-2029 fax

> MaryEllen.Duffy@akleg.gov

>

>  
>  
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>  
>  
> -----Original Message-----  
> From: LAA Legal  
> Sent: Friday, September 20, 2013 2:00 PM  
> To: 'Donald W. McClintock'  
> Subject: RE: Recording of Anchorage Lease

>  
> Thanks. Enjoy the weekend. I'll discuss this with Pam next week and let you know.

> DG  
>  
>  
> Sent by:  
> MaryEllen Duffy  
> Special Assistant  
> LAA Legal Services  
> 907-465-6651 direct  
> 907-465-2029 fax  
> MaryEllen.Duffy@akleg.gov

>  
>  
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>  
>  
>  
> -----Original Message-----  
> From: Donald W. McClintock [mailto:dwm@anchorlaw.com]  
> Sent: Friday, September 20, 2013 1:10 PM  
> To: LAA Legal  
> Cc: 'Nola Cedergreen'; Mark Pfeffer (MPfeffer@PfefferDevelopment.com);  
> Heidi A. Wyckoff  
> Subject: RE: Recording of Anchorage Lease

>  
> Doug,  
>  
> This is a rough draft; I am busy today trying to get a closing together and I still need to check who needs to sign the memorandum; we may be ok with just Mark's and Pam's signature (but I am ok if you want everyone).  
>  
> I also have not had a chance to proof read so this is not intended to be a final product, just wanted to give you an example.



>  
> Have a good weekend. We finally have sun in Anchorage.  
>  
> Don  
>  
>  
>  
> Donald W. McClintock  
> Ashburn & Mason, P.C.  
> 1227 W. 9th Ave. Ste. 200  
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>  
>  
> -----Original Message-----  
> From: LAA Legal [mailto:LAA.Legal@akleg.gov]  
> Sent: Friday, September 20, 2013 11:04 AM  
> To: Donald W. McClintock  
> Subject: RE: Recording of Anchorage Lease  
>  
> Don,  
> If you would provide a draft so we can look at this method of recording, it would be appreciated.  
> Thank you,  
> Doug  
>  
>  
> Sent by:  
> MaryEllen Duffy  
> Special Assistant  
> LAA Legal Services  
> 907-465-6651 direct  
> 907-465-2029 fax  
> MaryEllen.Duffy@akleg.gov  
>  
>  
>  
>  
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>  
>  
> -----Original Message-----

> From: Donald W. McClintock [mailto:dwm@anchorlaw.com]  
> Sent: Friday, September 20, 2013 9:52 AM  
> To: 'Nola Cedergreen'; Pamela Varni; LAA Legal  
> Cc: 'Mark Pfeffer'; Heidi A. Wyckoff  
> Subject: RE: Anchorage Lease

>  
> Doug,  
>  
> All we need for financing purposes is a memorandum of lease, which may be simplest; let me know your wishes. I can draft one if that helps.

>  
> Don  
>  
> Donald W. McClintock  
> Ashburn & Mason, P.C.  
> 1227 W. 9th Ave. Ste. 200  
> Anchorage, AK 99501  
> (907) 276-4331 (voice)  
> (907) 277-8235 (fax)  
> www.anchorlaw.com

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>  
>  
> -----Original Message-----  
> From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
> Sent: Friday, September 20, 2013 9:15 AM  
> To: Donald W. McClintock; Pamela.Varni@akleg.gov  
> Cc: LAA.Legal@akleg.gov; 'Mark Pfeffer'; Heidi A. Wyckoff  
> Subject: RE: Anchorage Lease

>  
> Sounds reasonable. I am not aware of any reason the entire lease has to be recorded which may be a practice that the State has historically followed, but it may not be a requirement per Statute, regulation, or the Alaska Administrative Manual.

>  
> Something to be decided between you and Doug ...

>  
>  
>  
>  
> \_\_\_\_\_  
> From: Donald W. McClintock [dwm@anchorlaw.com]  
> Sent: Thursday, September 19, 2013 5:59 PM  
> To: Nola Cedergreen; Pamela.Varni@akleg.gov  
> Cc: LAA.Legal@akleg.gov; 'Mark Pfeffer'; Heidi A. Wyckoff  
> Subject: RE: Anchorage Lease

>  
> Nola,  
>

> My recommendation given the size of the lease was to just do a memorandum of lease; I know your protocol is to record the entire lease but was not sure if that was an absolute.

>

> If the decision is made to record the entire lease, then I would just attach a cover sheet to it that is compliant with the statute; and not reformat the lease itself.

>

> Don

>

>

>

> Donald W. McClintock

> Ashburn & Mason, P.C.

> 1227 W. 9th Ave. Ste. 200

> Anchorage, AK 99501

> (907) 276-4331 (voice)

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>

>

> -----Original Message-----

> From: Nola Cedergreen [mailto:ncedergr@ahfc.us]

> Sent: Thursday, September 19, 2013 5:41 PM

> To: Pamela.Varni@akleg.gov

> Cc: LAA.Legal@akleg.gov; Donald W. McClintock

> Subject: RE: Anchorage Lease

>

> Thanks. Good info.

>

> You can either record the lease itself or a document that confirms the lease exists. The Lessor's lender may want a specific format as well. I will work with anything the parties may need.

>

>

> Sent from my Verizon Wireless 4G LTE Smartphone

>

>

>

> ----- Original message -----

> From: Pamela Varni <Pamela.Varni@akleg.gov>

> Date: 09/19/2013 5:52 PM (GMT-08:00)

> To: Nola Cedergreen <ncedergr@ahfc.us>

> Cc: Tina Strong <Tina.Strong@akleg.gov>

> Subject: Fwd: Anchorage Lease

>

>

> Hi Nola. Pls see Tina's message below. Can we please take the original

> from here to comply with the Recorder's Office? Pam

>  
> Sent from my iPhone  
>  
> Begin forwarded message:  
>  
> From: "Tina Strong"  
> <Tina.Strong@akleg.gov<mailto:Tina.Strong@akleg.gov>>  
> To: "Pamela Varni"  
> <Pamela.Varni@akleg.gov<mailto:Pamela.Varni@akleg.gov>>  
> Subject: Anchorage Lease  
>  
> Pam,  
>  
> Doug gave me copy of the lease with all of the signatures this afternoon. I wanted to point out that I did notice the margins on the first page do not comply with the recorder's office requirements.  
>  
> I've attached the front page of the lease and the requirements to have a document recorded. If we plan on recording this lease, the document will need to be reformatted with a 2" top margin. This allows room for the recorder to place their sticker.  
>  
> Tina Strong  
> Procurement Officer  
> Legislative Affairs Agency  
> PH: (907) 465-6705  
> FAX: (907) 465-2918  
>  
>  
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received this communication in error, please notify the sender immediately and delete the original message from your system.

---

**From:** Nola Cedergreen  
**Sent:** Tuesday, September 24, 2013 4:27 PM  
**To:** MPfeffer@PfefferDevelopment.com  
**Subject:** RE: Recording of Anchorage Lease

Mike B.

Sent from my Verizon Wireless 4G LTE Smartphone

----- Original message -----

**From:** Mark Pfeffer <MPfeffer@PfefferDevelopment.com>  
**Date:** 09/24/2013 3:31 PM (GMT-08:00)  
**To:** Nola Cedergreen <ncedergr@ahfc.us>,"Donald W. McClintock" <dwm@anchorlaw.com>,'Pamela Varni' <Pamela.Varni@akleg.gov>  
**Cc:** LAA Legal <LAA.Legal@akleg.gov>,"Heidi A. Wyckoff" <haw@anchorlaw.com>,"Mike Buller" <mbuller@ahfc.us>,"Greg Rochon" <grochon@ahfc.us>  
**Subject:** RE: Recording of Anchorage Lease

Sorry, but I have my originals. I will get them over to AHFC. Who do I deliver it to?

Mark Pfeffer

PFEFFER DEVELOPMENT, LLC  
425 G Street, Suite 210 | Anchorage, Alaska 99501  
p 907 646 4644 | f 907.646.4655 |

Cell Phone  
907 317 5030

-----Original Message-----

**From:** Nola Cedergreen [<mailto:ncedergr@ahfc.us>]  
**Sent:** Tuesday, September 24, 2013 2:29 PM  
**To:** Donald W. McClintock; 'Pamela Varni'  
**Cc:** LAA Legal; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller; Greg Rochon  
**Subject:** RE: Recording of Anchorage Lease

AHFC is also in receipt of Mr. Acree's original.

---

**From:** Nola Cedergreen  
**Sent:** Tuesday, September 24, 2013 1:54 PM  
**To:** Donald W. McClintock; 'Pamela Varni'  
**Cc:** LAA Legal; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller; Greg Rochon  
**Subject:** RE: Recording of Anchorage Lease

I can confirm that the AHFC Risk Management Department is in possession of Doug's original. We will check with the AHFC executive offices to see what signatures may have been delivered to Mike's office.

From: Donald W. McClintock [dwm@anchorlaw.com]  
Sent: Tuesday, September 24, 2013 12:53 PM  
To: 'Pamela Varni'  
Cc: LAA Legal; Nola Cedergreen; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller  
Subject: RE: Recording of Anchorage Lease

Doug and Pam,

I would suggest keeping our one conformed original as the original lease and the MOU will refer to that and its effective date. The date of the MOU does not affect the effective date. But certainly the execution of the MOU will renew the affirmation of the lease by all of the signors.

Mike and Nola, have all of the original signatures made their way to you?

Don

Donald W. McClintock  
Ashburn & Mason, P.C.  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
(907) 276-4331 (voice)  
(907) 277-8235 (fax)  
[www.anchorlaw.com](http://www.anchorlaw.com)

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-----Original Message-----

From: Pamela Varni [<mailto:Pamela.Varni@akleg.gov>]  
Sent: Tuesday, September 24, 2013 12:44 PM  
To: Donald W. McClintock  
Cc: LAA Legal; Pamela Varni; Nola Cedergreen; Mark Pfeffer; Heidi A. Wyckoff  
Subject: Re: Recording of Anchorage Lease

I don't want the effective date to change either. Can we do this without dating it the second time.

Sent from my iPhone

On Sep 24, 2013, at 12:26 PM, "Donald W. McClintock" <dwm@anchorlaw.com> wrote:

> Doug,  
>  
> Ok, I will give the MOU a close read and send back with all signatures.  
>  
> On the conformed lease, since it was notarized, what will you do with the signature dates--we will have 2 original leases with 2 different sets of signatures on different dates.  
>  
> The memo of lease may cure it with all signatures and avoid having to re-sign the lease. Just a thought. We would like the effective date to stay the same.  
>  
> Don  
>  
> Donald W. McClintock  
> Ashburn & Mason, P.C.  
> 1227 W. 9th Ave. Ste. 200  
> Anchorage, AK 99501  
> (907) 276-4331 (voice)

> (907) 277-8235 (fax)

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>

>

> -----Original Message-----

> From: LAA Legal [<mailto:LAA.Legal@akleg.gov>]

> Sent: Tuesday, September 24, 2013 12:21 PM

> To: Donald W. McClintock

> Cc: Pamela Varni

> Subject: FW: Recording of Anchorage Lease

>

> Don,

> I ran this past Pam, and she is okay with filing a memorandum with the recorder's office. I would like all the signatures on the memorandum. Perhaps we could get the memorandum you drafted revised to include all the signatures, and circulate it with the lease during the conformed copy process and kill two birds with one stone.

> Doug

>

>

>

> Sent by:

> MaryEllen Duffy

> Special Assistant

> LAA Legal Services

> 907-465-6651 direct

> 907-465-2029 fax

> [MaryEllen.Duffy@akleg.gov](mailto:MaryEllen.Duffy@akleg.gov)

>

>

>

>

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>

>

> -----Original Message-----

> From: LAA Legal

> Sent: Friday, September 20, 2013 2:00 PM

> To: 'Donald W. McClintock'

> Subject: RE: Recording of Anchorage Lease

>

> Thanks. Enjoy the weekend. I'll discuss this with Pam next week and let you know.

> DG

>

>

> Sent by:

> MaryEllen Duffy

> Special Assistant

> LAA Legal Services

> 907-465-6651 direct

> 907-465-2029 fax

> [MaryEllen.Duffy@akleg.gov](mailto:MaryEllen.Duffy@akleg.gov)

>

>



>  
>  
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>  
>  
>  
> -----Original Message-----  
> From: Donald W. McClintock [<mailto:dwm@anchorlaw.com>]  
> Sent: Friday, September 20, 2013 1:10 PM  
> To: LAA Legal  
> Cc: 'Nola Cedergreen'; Mark Pfeffer (MPfeffer@PfefferDevelopment.com); Heidi A. Wyckoff  
> Subject: RE: Recording of Anchorage Lease

>  
> Doug,  
>  
> This is a rough draft; I am busy today trying to get a closing together and I still need to check who needs to sign the memorandum; we may be ok with just Mark's and Pam's signature (but I am ok if you want everyone).

>  
> I also have not had a chance to proof read so this is not intended to be a final product, just wanted to give you an example.

>  
> Have a good weekend. We finally have sun in Anchorage.

>  
> Don

>  
>  
>  
>  
> Donald W. McClintock  
> Ashburn & Mason, P.C.  
> 1227 W. 9th Ave. Ste. 200  
> Anchorage, AK 99501  
> (907) 276-4331 (voice)  
> (907) 277-8235 (fax)  
> [www.anchorlaw.com](http://www.anchorlaw.com)

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>  
>  
> -----Original Message-----  
> From: LAA Legal [<mailto:LAA.Legal@akleg.gov>]  
> Sent: Friday, September 20, 2013 11:04 AM  
> To: Donald W. McClintock  
> Subject: RE: Recording of Anchorage Lease

>  
> Don,  
> If you would provide a draft so we can look at this method of recording, it would be appreciated.  
> Thank you,  
> Doug

>  
>  
> Sent by:  
> MaryEllen Duffy  
> Special Assistant  
> LAA Legal Services

> 907-465-6651 direct  
> 907-465-2029 fax  
> MaryEllen.Duffy@akleg.gov

>  
>  
>  
>  
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>  
>  
> -----Original Message-----  
> From: Donald W. McClintock [<mailto:dwm@anchorlaw.com>]  
> Sent: Friday, September 20, 2013 9:52 AM  
> To: 'Nola Cedergreen'; Pamela Varni; LAA Legal  
> Cc: 'Mark Pfeffer'; Heidi A. Wyckoff  
> Subject: RE: Anchorage Lease

>  
> Doug,  
>  
> All we need for financing purposes is a memorandum of lease, which may be simplest; let me know your wishes. I can draft one if that helps.

>  
> Don  
>  
> Donald W. McClintock  
> Ashburn & Mason, P.C.  
> 1227 W. 9th Ave. Ste. 200  
> Anchorage, AK 99501  
> (907) 276-4331 (voice)  
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>  
>  
> -----Original Message-----  
> From: Nola Cedergreen [<mailto:ncedergr@ahfc.us>]  
> Sent: Friday, September 20, 2013 9:15 AM  
> To: Donald W. McClintock; Pamela.Varni@akleg.gov  
> Cc: LAA.Legal@akleg.gov; 'Mark Pfeffer'; Heidi A. Wyckoff  
> Subject: RE: Anchorage Lease

>  
> Sounds reasonable. I am not aware of any reason the entire lease has to be recorded which may be a practice that the State has historically followed, but it may not be a requirement per Statute, regulation, or the Alaska Administrative Manual.

>  
> Something to be decided between you and Doug ...

>  
>  
>  
>  
> \_\_\_\_\_  
> From: Donald W. McClintock [[dwm@anchorlaw.com](mailto:dwm@anchorlaw.com)]  
> Sent: Thursday, September 19, 2013 5:59 PM  
> To: Nola Cedergreen; Pamela.Varni@akleg.gov

> Cc: LAA.Legal@akleg.gov; 'Mark Pfeffer'; Heidi A. Wyckoff  
> Subject: RE: Anchorage Lease  
>  
> Nola,  
>  
> My recommendation given the size of the lease was to just do a memorandum of lease; I know your protocol is to record the entire lease but was not sure if that was an absolute.  
>  
> If the decision is made to record the entire lease, then I would just attach a cover sheet to it that is compliant with the statute; and not reformat the lease itself.  
>  
> Don  
>  
>  
>  
> Donald W. McClintock  
> Ashburn & Mason, P.C.  
> 1227 W. 9th Ave. Ste. 200  
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>  
>  
> -----Original Message-----  
> From: Nola Cedergreen [<mailto:ncedergr@ahfc.us>]  
> Sent: Thursday, September 19, 2013 5:41 PM  
> To: Pamela.Varni@akleg.gov  
> Cc: LAA.Legal@akleg.gov; Donald W. McClintock  
> Subject: RE: Anchorage Lease  
>  
> Thanks. Good info.  
>  
> You can either record the lease itself or a document that confirms the lease exists. The Lessor's lender may want a specific format as well. I will work with anything the parties may need.  
>  
>  
> Sent from my Verizon Wireless 4G LTE Smartphone  
>  
>  
>  
> ----- Original message -----  
> From: Pamela Varni <Pamela.Varni@akleg.gov>  
> Date: 09/19/2013 5:52 PM (GMT-08:00)  
> To: Nola Cedergreen <ncedergr@ahfc.us>  
> Cc: Tina Strong <Tina.Strong@akleg.gov>  
> Subject: Fwd: Anchorage Lease  
>  
>  
> Hi Nola. Pls see Tina's message below. Can we please take the original from here to comply with the Recorder's Office? Pam  
>  
> Sent from my iPhone  
>  
> Begin forwarded message:

>  
> From: "Tina Strong" <Tina.Strong@akleg.gov<mailto:Tina.Strong@akleg.gov>>  
> To: "Pamela Varni" <Pamela.Varni@akleg.gov<mailto:Pamela.Varni@akleg.gov>>  
> Subject: Anchorage Lease

>  
> Pam,

>  
> Doug gave me copy of the lease with all of the signatures this afternoon. I wanted to point out that I did notice the margins on the first page do not comply with the recorder's office requirements.

>  
> I've attached the front page of the lease and the requirements to have a document recorded. If we plan on recording this lease, the document will need to be reformatted with a 2" top margin. This allows room for the recorder to place their sticker.

>  
> Tina Strong  
> Procurement Officer  
> Legislative Affairs Agency  
> PH: (907) 465-6705  
> FAX: (907) 465-2918

>  
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---

**From:** Nola Cedergreen  
**Sent:** Tuesday, September 24, 2013 4:32 PM  
**To:** dwm@anchorlaw.com  
**Subject:** RE: Recording of Anchorage Lease

Yep.

Sent from my Verizon Wireless 4G LTE Smartphone

----- Original message -----

From: "Donald W. McClintock" <dwm@anchorlaw.com>  
Date: 09/24/2013 4:18 PM (GMT-08:00)  
To: 'Mark Pfeffer' <MPfeffer@PfefferDevelopment.com>, Nola Cedergreen <ncedergr@ahfc.us>, 'Pamela Varni' <Pamela.Varni@akleg.gov>  
Cc: LAA Legal <LAA.Legal@akleg.gov>, "Heidi A. Wyckoff" <haw@anchorlaw.com>, Mike Buller <mbuller@ahfc.us>, Greg Rochon <grochon@ahfc.us>  
Subject: RE: Recording of Anchorage Lease

Mike Buller would be best for now.

Donald W. McClintock  
Ashburn & Mason, P.C.  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
(907) 276-4331 (voice)  
(907) 277-8235 (fax)  
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-----Original Message-----

From: Mark Pfeffer [<mailto:MPfeffer@PfefferDevelopment.com>]  
Sent: Tuesday, September 24, 2013 2:32 PM  
To: Nola Cedergreen; Donald W. McClintock; 'Pamela Varni'  
Cc: LAA Legal; Heidi A. Wyckoff; Mike Buller; Greg Rochon  
Subject: RE: Recording of Anchorage Lease

Sorry, but I have my originals. I will get them over to AHFC. Who do I deliver it to?

Mark Pfeffer

PFEFFER DEVELOPMENT, LLC  
425 G Street, Suite 210 | Anchorage, Alaska 99501 p 907 646 4644 | f 907.646.4655 |

Cell Phone  
907 317 5030

-----Original Message-----

From: Nola Cedergreen [<mailto:ncedergr@ahfc.us>]  
Sent: Tuesday, September 24, 2013 2:29 PM  
To: Donald W. McClintock; 'Pamela Varni'  
Cc: LAA Legal; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller; Greg Rochon  
Subject: RE: Recording of Anchorage Lease

AHFC is also in receipt of Mr. Acree's original.

---

From: Nola Cedergreen  
Sent: Tuesday, September 24, 2013 1:54 PM  
To: Donald W. McClintock; 'Pamela Varni'  
Cc: LAA Legal; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller; Greg Rochon  
Subject: RE: Recording of Anchorage Lease

I can confirm that the AHFC Risk Management Department is in possession of Doug's original. We will check with the AHFC executive offices to see what signatures may have been delivered to Mike's office.

---

From: Donald W. McClintock [[dwm@anchorlaw.com](mailto:dwm@anchorlaw.com)]  
Sent: Tuesday, September 24, 2013 12:53 PM  
To: 'Pamela Varni'  
Cc: LAA Legal; Nola Cedergreen; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller  
Subject: RE: Recording of Anchorage Lease

Doug and Pam,

I would suggest keeping our one conformed original as the original lease and the MOU will refer to that and its effective date. The date of the MOU does not affect the effective date. But certainly the execution of the MOU will renew the affirmation of the lease by all of the signors.

Mike and Nola, have all of the original signatures made their way to you?

Don

Donald W. McClintock  
Ashburn & Mason, P.C.  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
(907) 276-4331 (voice)  
(907) 277-8235 (fax)  
[www.anchorlaw.com](http://www.anchorlaw.com)

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-----Original Message-----

From: Pamela Varni [<mailto:Pamela.Varni@akleg.gov>]  
Sent: Tuesday, September 24, 2013 12:44 PM  
To: Donald W. McClintock  
Cc: LAA Legal; Pamela Varni; Nola Cedergreen; Mark Pfeffer; Heidi A. Wyckoff  
Subject: Re: Recording of Anchorage Lease

I don't want the effective date to change either. Can we do this without dating it the second time.

Sent from my iPhone

On Sep 24, 2013, at 12:26 PM, "Donald W. McClintock" <dwm@anchorlaw.com> wrote:

> Doug,

>

> Ok, I will give the MOU a close read and send back with all signatures.

>

> On the conformed lease, since it was notarized, what will you do with the signature dates--we will have 2 original leases with 2 different sets of signatures on different dates.

>

> The memo of lease may cure it with all signatures and avoid having to re-sign the lease. Just a thought. We would like the effective date to stay the same.

>

> Don

>

> Donald W. McClintock

> Ashburn & Mason, P.C.

> 1227 W. 9th Ave. Ste. 200

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>

>

> -----Original Message-----

> From: LAA Legal [<mailto:LAA.Legal@akleg.gov>]

> Sent: Tuesday, September 24, 2013 12:21 PM

> To: Donald W. McClintock

> Cc: Pamela Varni

> Subject: FW: Recording of Anchorage Lease

>

> Don,

> I ran this past Pam, and she is okay with filing a memorandum with the recorder's office. I would like all the signatures on the memorandum. Perhaps we could get the memorandum you drafted revised to include all the signatures, and circulate it with the lease during the conformed copy process and kill two birds with one stone.

> Doug

>

>

>

> Sent by:

> MaryEllen Duffy

> Special Assistant

> LAA Legal Services

> 907-465-6651 direct

> 907-465-2029 fax

> [MaryEllen.Duffy@akleg.gov](mailto:MaryEllen.Duffy@akleg.gov)

>

>

>

>

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>

>

> -----Original Message-----

> From: LAA Legal  
> Sent: Friday, September 20, 2013 2:00 PM  
> To: 'Donald W. McClintock'  
> Subject: RE: Recording of Anchorage Lease

>  
> Thanks. Enjoy the weekend. I'll discuss this with Pam next week and let you know.  
> DG

>  
>  
> Sent by:  
> MaryEllen Duffy  
> Special Assistant  
> LAA Legal Services  
> 907-465-6651 direct  
> 907-465-2029 fax  
> MaryEllen.Duffy@akleg.gov

>  
>  
> Warning: This message and any attachments to it are confidential. If you have received this message in error, please notify the sender by electronic mail and delete the message. If you are not the intended recipient of this message, you are hereby notified that disclosing, disseminating, or copying this message or any attachments to it is prohibited. Thank you.

>  
>  
>  
> -----Original Message-----

> From: Donald W. McClintock [<mailto:dwm@anchorlaw.com>]  
> Sent: Friday, September 20, 2013 1:10 PM  
> To: LAA Legal  
> Cc: 'Nola Cedergreen'; Mark Pfeffer (MPfeffer@PfefferDevelopment.com);  
> Heidi A. Wyckoff  
> Subject: RE: Recording of Anchorage Lease

>  
> Doug,

>  
> This is a rough draft; I am busy today trying to get a closing together and I still need to check who needs to sign the memorandum; we may be ok with just Mark's and Pam's signature (but I am ok if you want everyone).

>  
> I also have not had a chance to proof read so this is not intended to be a final product, just wanted to give you an example.

>  
> Have a good weekend. We finally have sun in Anchorage.

>  
> Don

>  
>  
> Donald W. McClintock  
> Ashburn & Mason, P.C.  
> 1227 W. 9th Ave. Ste. 200  
> Anchorage, AK 99501  
> (907) 276-4331 (voice)  
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> -----Original Message-----

> From: LAA Legal [<mailto:LAA.Legal@akleg.gov>]

> Sent: Friday, September 20, 2013 11:04 AM

> To: Donald W. McClintock

> Subject: RE: Recording of Anchorage Lease

>

> Don,

> If you would provide a draft so we can look at this method of recording, it would be appreciated.

> Thank you,

> Doug

>

>

> Sent by:

> MaryEllen Duffy

> Special Assistant

> LAA Legal Services

> 907-465-6651 direct

> 907-465-2029 fax

> [MaryEllen.Duffy@akleg.gov](mailto:MaryEllen.Duffy@akleg.gov)

>

>

>

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>

>

> -----Original Message-----

> From: Donald W. McClintock [<mailto:dwm@anchorlaw.com>]

> Sent: Friday, September 20, 2013 9:52 AM

> To: 'Nola Cedergreen'; Pamela Varni; LAA Legal

> Cc: 'Mark Pfeffer'; Heidi A. Wyckoff

> Subject: RE: Anchorage Lease

>

> Doug,

>

> All we need for financing purposes is a memorandum of lease, which may be simplest; let me know your wishes. I can draft one if that helps.

>

> Don

>

> Donald W. McClintock

> Ashburn & Mason, P.C.

> 1227 W. 9th Ave. Ste. 200

> Anchorage, AK 99501

> (907) 276-4331 (voice)

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>

>

> -----Original Message-----

> From: Nola Cedergreen [<mailto:ncedergr@ahfc.us>]

> Sent: Friday, September 20, 2013 9:15 AM

> To: Donald W. McClintock; Pamela.Varni@akleg.gov

> Cc: LAA.Legal@akleg.gov; 'Mark Pfeffer'; Heidi A. Wyckoff

> Subject: RE: Anchorage Lease  
>  
> Sounds reasonable. I am not aware of any reason the entire lease has to be recorded which may be a practice that the State has historically followed, but it may not be a requirement per Statute, regulation, or the Alaska Administrative Manual.  
>  
> Something to be decided between you and Doug ...  
>  
>  
>  
>  
> \_\_\_\_\_  
> From: Donald W. McClintock [dwm@anchorlaw.com]  
> Sent: Thursday, September 19, 2013 5:59 PM  
> To: Nola Cedergreen; Pamela.Varni@akleg.gov  
> Cc: LAA.Legal@akleg.gov; 'Mark Pfeffer'; Heidi A. Wyckoff  
> Subject: RE: Anchorage Lease  
>  
> Nola,  
>  
> My recommendation given the size of the lease was to just do a memorandum of lease; I know your protocol is to record the entire lease but was not sure if that was an absolute.  
>  
> If the decision is made to record the entire lease, then I would just attach a cover sheet to it that is compliant with the statute; and not reformat the lease itself.  
>  
> Don  
>  
>  
>  
> Donald W. McClintock  
> Ashburn & Mason, P.C.  
> 1227 W. 9th Ave. Ste. 200  
> Anchorage, AK 99501  
> (907) 276-4331 (voice)  
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>  
>  
> -----Original Message-----  
> From: Nola Cedergreen [<mailto:ncedergr@ahfc.us>]  
> Sent: Thursday, September 19, 2013 5:41 PM  
> To: Pamela.Varni@akleg.gov  
> Cc: LAA.Legal@akleg.gov; Donald W. McClintock  
> Subject: RE: Anchorage Lease  
>  
> Thanks. Good info.  
>  
> You can either record the lease itself or a document that confirms the lease exists. The Lessor's lender may want a specific format as well. I will work with anything the parties may need.  
>  
>  
> Sent from my Verizon Wireless 4G LTE Smartphone  
>  
>  
>  
> ----- Original message -----  
> From: Pamela Varni <Pamela.Varni@akleg.gov>

> Date: 09/19/2013 5:52 PM (GMT-08:00)  
> To: Nola Cedergreen <ncedergr@ahfc.us>  
> Cc: Tina Strong <Tina.Strong@akleg.gov>  
> Subject: Fwd: Anchorage Lease

>  
>  
> Hi Nola. Pls see Tina's message below. Can we please take the original  
> from here to comply with the Recorder's Office? Pam

>  
> Sent from my iPhone

>  
> Begin forwarded message:

>  
> From: "Tina Strong"  
> <Tina.Strong@akleg.gov<mailto:Tina.Strong@akleg.gov>>  
> To: "Pamela Varni"  
> <Pamela.Varni@akleg.gov<mailto:Pamela.Varni@akleg.gov>>  
> Subject: Anchorage Lease

>  
> Pam,

>  
> Doug gave me copy of the lease with all of the signatures this afternoon. I wanted to point out that I did notice the margins on the  
> first page do not comply with the recorder's office requirements.

>  
> I've attached the front page of the lease and the requirements to have a document recorded. If we plan on recording this lease, the  
> document will need to be reformatted with a 2" top margin. This allows room for the recorder to place their sticker.

>  
> Tina Strong  
> Procurement Officer  
> Legislative Affairs Agency  
> PH: (907) 465-6705  
> FAX: (907) 465-2918

>  
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and delete the original message from your system.

---

**From:** Nola Cedergreen  
**Sent:** Tuesday, September 24, 2013 4:32 PM  
**To:** Pamela.Varni@akleg.gov  
**Subject:** RE: From a ExecDirec550

Thanks, Pam.

When everything has been finalized, recorded, etc. it seems like the final records should be organized and sent to you to manage consistent with your official record retention schedule. Do you agree?

Sent from my Verizon Wireless 4G LTE Smartphone

----- Original message -----

**From:** Pamela Varni <Pamela.Varni@akleg.gov>  
**Date:** 09/24/2013 3:47 PM (GMT-08:00)  
**To:** Nola Cedergreen <ncedergr@ahfc.us>  
**Subject:** FW: From a ExecDirec550

This is what is coming in our pouch tomorrow. Pam

-----Original Message-----

**From:** Postmaster  
**Sent:** Tuesday, September 24, 2013 2:16 PM  
**To:** Pamela Varni  
**Subject:** From a ExecDirec550

Please open the attached document. It was scanned and sent to you using a Xerox Color.

Number of Images: 4  
Attachment File Type: PDF

---

**From:** Donald W. McClintock <dwm@anchorlaw.com>  
**Sent:** Tuesday, September 24, 2013 6:56 PM  
**To:** 'Pamela Varni'; Nola Cedergreen  
**Cc:** LAA Legal; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller; Greg Rochon; Juli Lucky; 'Rep.Mike.Hawker@akleg.gov'; Heidi A. Wyckoff  
**Subject:** RE: Recording of Anchorage Lease  
**Attachments:** Memorandum of Lease -LIO (00152094-4).doc

All,

Please find attached a memorandum of Lease in the form earlier sent, but updated to match the effective date and to comply with AS40.17.120 as recited in the form.

If it looks good, then I suggest we circulate for signature and get it recorded as soon as is convenient.

Doug, I was not sure of your title, please double check the notarial block. Also although you approve as to form only, the recorder's office requires all signatures to be notarized, which is why that has been added.

With the notary block dated, I did remove the date block on the signatures.

Thanks

Don

Donald W. McClintock  
Ashburn & Mason, P.C.  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
(907) 276-4331 (voice)  
(907) 277-8235 (fax)  
www.anchorlaw.com

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-----Original Message-----

From: Pamela Varni [mailto:Pamela.Varni@akleg.gov]  
Sent: Tuesday, September 24, 2013 2:43 PM  
To: Nola Cedergreen; Donald W. McClintock  
Cc: LAA Legal; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller; Greg Rochon; Juli Lucky  
Subject: RE: Recording of Anchorage Lease

Nola - my original is being pouched to our Anchorage LIO. Tomorrow one of our Anchorage LIO staff will deliver it to AHFC. Please note Exhibit D will be in there as well. Also, this Exhibit D corrects a \$2 annual error. Mr. Lowe's annual figure was \$3,379,658 and my monthly

lease amount to 716 W. 4th was correct but now the correct annual is \$3,379,656. \$281,638 x 12 = \$3,379,656 not \$3,379,658. Pam

-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Tuesday, September 24, 2013 2:29 PM  
To: Donald W. McClintock; Pamela Varni  
Cc: LAA Legal; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller; Greg Rochon  
Subject: RE: Recording of Anchorage Lease

AHFC is also in receipt of Mr. Acree's original.

---

From: Nola Cedergreen  
Sent: Tuesday, September 24, 2013 1:54 PM  
To: Donald W. McClintock; 'Pamela Varni'  
Cc: LAA Legal; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller; Greg Rochon  
Subject: RE: Recording of Anchorage Lease

I can confirm that the AHFC Risk Management Department is in possession of Doug's original. We will check with the AHFC executive offices to see what signatures may have been delivered to Mike's office.

---

From: Donald W. McClintock [dwm@anchorlaw.com]  
Sent: Tuesday, September 24, 2013 12:53 PM  
To: 'Pamela Varni'  
Cc: LAA Legal; Nola Cedergreen; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller  
Subject: RE: Recording of Anchorage Lease

Doug and Pam,

I would suggest keeping our one conformed original as the original lease and the MOU will refer to that and its effective date. The date of the MOU does not affect the effective date. But certainly the execution of the MOU will renew the affirmation of the lease by all of the signors.

Mike and Nola, have all of the original signatures made their way to you?

Don

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-----Original Message-----

From: Pamela Varni [mailto:Pamela.Varni@akleg.gov]  
Sent: Tuesday, September 24, 2013 12:44 PM  
To: Donald W. McClintock  
Cc: LAA Legal; Pamela Varni; Nola Cedergreen; Mark Pfeffer; Heidi A. Wyckoff  
Subject: Re: Recording of Anchorage Lease

I don't want the effective date to change either. Can we do this without dating it the second time.

Sent from my iPhone

On Sep 24, 2013, at 12:26 PM, "Donald W. McClintock" <dwm@anchorlaw.com> wrote:

> Doug,  
>  
> Ok, I will give the MOU a close read and send back with all signatures.  
>  
> On the conformed lease, since it was notarized, what will you do with the signature dates-- we will have 2 original leases with 2 different sets of signatures on different dates.  
>  
> The memo of lease may cure it with all signatures and avoid having to re-sign the lease. Just a thought. We would like the effective date to stay the same.  
>  
> Don  
>  
> Donald W. McClintock  
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>  
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> From: LAA Legal [mailto:LAA.Legal@akleg.gov]  
> Sent: Tuesday, September 24, 2013 12:21 PM  
> To: Donald W. McClintock  
> Cc: Pamela Varni  
> Subject: FW: Recording of Anchorage Lease

>  
> Don,  
> I ran this past Pam, and she is okay with filing a memorandum with the recorder's office. I would like all the signatures on the memorandum. Perhaps we could get the memorandum you drafted revised to include all the signatures, and circulate it with the lease during the conformed copy process and kill two birds with one stone.

> Doug  
>  
>

>  
> Sent by:  
> MaryEllen Duffy  
> Special Assistant  
> LAA Legal Services  
> 907-465-6651 direct  
> 907-465-2029 fax  
> MaryEllen.Duffy@akleg.gov

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>  
> -----Original Message-----  
> From: LAA Legal  
> Sent: Friday, September 20, 2013 2:00 PM  
> To: 'Donald W. McClintock'  
> Subject: RE: Recording of Anchorage Lease

>  
> Thanks. Enjoy the weekend. I'll discuss this with Pam next week and let you know.  
> DG

>  
>  
>  
> Sent by:  
> MaryEllen Duffy  
> Special Assistant  
> LAA Legal Services  
> 907-465-6651 direct  
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> From: Donald W. McClintock [mailto:dwm@anchorlaw.com]  
> Sent: Friday, September 20, 2013 1:10 PM  
> To: LAA Legal  
> Cc: 'Nola Cedergreen'; Mark Pfeffer (MPfeffer@PfefferDevelopment.com); Heidi A. Wyckoff  
> Subject: RE: Recording of Anchorage Lease

>  
> Doug,  
>



> This is a rough draft; I am busy today trying to get a closing together and I still need to check who needs to sign the memorandum; we may be ok with just Mark's and Pam's signature (but I am ok if you want everyone).

>

> I also have not had a chance to proof read so this is not intended to be a final product, just wanted to give you an example.

>

> Have a good weekend. We finally have sun in Anchorage.

>

> Don

>

>

>

> Donald W. McClintock  
> Ashburn & Mason, P.C.  
> 1227 W. 9th Ave. Ste. 200  
> Anchorage, AK 99501  
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> Sent: Friday, September 20, 2013 11:04 AM  
> To: Donald W. McClintock  
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> If you would provide a draft so we can look at this method of recording, it would be appreciated.

> Thank you,

> Doug

>

>

> Sent by:  
> MaryEllen Duffy  
> Special Assistant  
> LAA Legal Services  
> 907-465-6651 direct  
> 907-465-2029 fax  
> MaryEllen.Duffy@akleg.gov

>

>

>

>

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>

>

> -----Original Message-----

> From: Donald W. McClintock [mailto:dwm@anchorlaw.com]

> Sent: Friday, September 20, 2013 9:52 AM

> To: 'Nola Cedergreen'; Pamela Varni; LAA Legal

> Cc: 'Mark Pfeffer'; Heidi A. Wyckoff

> Subject: RE: Anchorage Lease

>

> Doug,

>

> All we need for financing purposes is a memorandum of lease, which may be simplest; let me know your wishes. I can draft one if that helps.

>

> Don

>

> Donald W. McClintock

> Ashburn & Mason, P.C.

> 1227 W. 9th Ave. Ste. 200

> Anchorage, AK 99501

> (907) 276-4331 (voice)

> (907) 277-8235 (fax)

> www.anchorlaw.com

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>

>

> -----Original Message-----

> From: Nola Cedergreen [mailto:ncedergr@ahfc.us]

> Sent: Friday, September 20, 2013 9:15 AM

> To: Donald W. McClintock; Pamela.Varni@akleg.gov

> Cc: LAA.Legal@akleg.gov; 'Mark Pfeffer'; Heidi A. Wyckoff

> Subject: RE: Anchorage Lease

>

> Sounds reasonable. I am not aware of any reason the entire lease has to be recorded which may be a practice that the State has historically followed, but it may not be a requirement per Statute, regulation, or the Alaska Administrative Manual.

>

> Something to be decided between you and Doug ...

>

>

>

>

> \_\_\_\_\_

> From: Donald W. McClintock [dwm@anchorlaw.com]

> Sent: Thursday, September 19, 2013 5:59 PM

> To: Nola Cedergreen; Pamela.Varni@akleg.gov

> Cc: LAA.Legal@akleg.gov; 'Mark Pfeffer'; Heidi A. Wyckoff

> Subject: RE: Anchorage Lease

>

> Nola,

>  
> My recommendation given the size of the lease was to just do a memorandum of lease; I know your protocol is to record the entire lease but was not sure if that was an absolute.  
>  
> If the decision is made to record the entire lease, then I would just attach a cover sheet to it that is compliant with the statute; and not reformat the lease itself.  
>  
> Don  
>  
>  
>  
> Donald W. McClintock  
> Ashburn & Mason, P.C.  
> 1227 W. 9th Ave. Ste. 200  
> Anchorage, AK 99501  
> (907) 276-4331 (voice)  
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>  
>  
> -----Original Message-----  
> From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
> Sent: Thursday, September 19, 2013 5:41 PM  
> To: Pamela.Varni@akleg.gov  
> Cc: LAA.Legal@akleg.gov; Donald W. McClintock  
> Subject: RE: Anchorage Lease  
>  
> Thanks. Good info.  
>  
> You can either record the lease itself or a document that confirms the lease exists. The Lessor's lender may want a specific format as well. I will work with anything the parties may need.  
>  
>  
> Sent from my Verizon Wireless 4G LTE Smartphone  
>  
>  
>  
> ----- Original message -----  
> From: Pamela Varni <Pamela.Varni@akleg.gov>  
> Date: 09/19/2013 5:52 PM (GMT-08:00)  
> To: Nola Cedergreen <ncedergr@ahfc.us>  
> Cc: Tina Strong <Tina.Strong@akleg.gov>  
> Subject: Fwd: Anchorage Lease  
>  
>  
> Hi Nola. Pls see Tina's message below. Can we please take the original from here to comply with the Recorder's Office? Pam  
>  
> Sent from my iPhone

>  
> Begin forwarded message:  
>  
> From: "Tina Strong" <Tina.Strong@akleg.gov<mailto:Tina.Strong@akleg.gov>>  
> To: "Pamela Varni" <Pamela.Varni@akleg.gov<mailto:Pamela.Varni@akleg.gov>>  
> Subject: Anchorage Lease  
>  
> Pam,  
>  
> Doug gave me copy of the lease with all of the signatures this afternoon. I wanted to point out that I did notice the margins on the first page do not comply with the recorder's office requirements.  
>  
> I've attached the front page of the lease and the requirements to have a document recorded. If we plan on recording this lease, the document will need to be reformatted with a 2" top margin. This allows room for the recorder to place their sticker.  
>  
> Tina Strong  
> Procurement Officer  
> Legislative Affairs Agency  
> PH: (907) 465-6705  
> FAX: (907) 465-2918  
>  
>  
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---

**From:** Rep. Mike Hawker <Rep.Mike.Hawker@akleg.gov>  
**Sent:** Wednesday, September 25, 2013 5:34 AM  
**To:** Donald W. McClintock  
**Cc:** Pamela Varni; Nola Cedergreen; LAA Legal; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller; Greg Rochon; Juli Lucky  
**Subject:** Re: Recording of Anchorage Lease

This works for me. I will not be back in Alaska until the first of October, but have a permanent business address in Colorado where I will be until then.

Mike

On Sep 24, 2013, at 8:56 PM, "Donald W. McClintock" <[dwm@anchorlaw.com](mailto:dwm@anchorlaw.com)> wrote:

All,

Please find attached a memorandum of Lease in the form earlier sent, but updated to match the effective date and to comply with AS40.17.120 as recited in the form.

If it looks good, then I suggest we circulate for signature and get it recorded as soon as is convenient.

Doug, I was not sure of your title, please double check the notarial block. Also although you approve as to form only, the recorder's office requires all signatures to be notarized, which is why that has been added.

With the notary block dated, I did remove the date block on the signatures.

Thanks

Don

Donald W. McClintock

Ashburn & Mason, P.C.

1227 W. 9th Ave. Ste. 200

Anchorage, AK 99501

(907) 276-4331 (voice)

(907) 277-8235 (fax)

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-----Original Message-----

From: Pamela Varni [<mailto:Pamela.Varni@akleg.gov>]

Sent: Tuesday, September 24, 2013 2:43 PM

To: Nola Cedergreen; Donald W. McClintock

Cc: LAA Legal; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller; Greg Rochon; Juli Lucky

Subject: RE: Recording of Anchorage Lease

Nola - my original is being pouched to our Anchorage LIO. Tomorrow one of our Anchorage LIO staff will deliver it to AHFC. Please note Exhibit D will be in there as well. Also, this Exhibit D corrects a \$2 annual error. Mr. Lowe's annual figure was \$3,379,658 and my monthly lease amount to 716 W. 4th was correct but now the correct annual is \$3,379,656.  $\$281,638 \times 12 = \$3,379,656$  not \$3,379,658. Pam

-----Original Message-----

From: Nola Cedergreen [<mailto:ncedergr@ahfc.us>]

Sent: Tuesday, September 24, 2013 2:29 PM

To: Donald W. McClintock; Pamela Varni

Cc: LAA Legal; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller; Greg Rochon

Subject: RE: Recording of Anchorage Lease

AHFC is also in receipt of Mr. Acree's original.

---

From: Nola Cedergreen

Sent: Tuesday, September 24, 2013 1:54 PM

To: Donald W. McClintock; 'Pamela Varni'

Cc: LAA Legal; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller; Greg Rochon

Subject: RE: Recording of Anchorage Lease

I can confirm that the AHFC Risk Management Department is in possession of Doug's original. We will check with the AHFC executive offices to see what signatures may have been delivered to Mike's office.

---

From: Donald W. McClintock [[dwm@anchorlaw.com](mailto:dwm@anchorlaw.com)]

Sent: Tuesday, September 24, 2013 12:53 PM

To: 'Pamela Varni'

Cc: LAA Legal; Nola Cedergreen; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller

Subject: RE: Recording of Anchorage Lease

Doug and Pam,

I would suggest keeping our one conformed original as the original lease and the MOU will refer to that and its effective date. The date of the MOU does not affect the effective date. But certainly the execution of the MOU will renew the affirmation of the lease by all of the signors.

Mike and Nola, have all of the original signatures made their way to you?

Don

Donald W. McClintock

Ashburn & Mason, P.C.

1227 W. 9th Ave. Ste. 200

Anchorage, AK 99501

(907) 276-4331 (voice)

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-----Original Message-----

From: Pamela Varni [<mailto:Pamela.Varni@akleg.gov>]

Sent: Tuesday, September 24, 2013 12:44 PM

To: Donald W. McClintock

Cc: LAA Legal; Pamela Varni; Nola Cedergreen; Mark Pfeffer; Heidi A. Wyckoff

Subject: Re: Recording of Anchorage Lease



I don't want the effective date to change either. Can we do this without dating it the second time.

Sent from my iPhone

On Sep 24, 2013, at 12:26 PM, "Donald W. McClintock" <[dwm@anchorlaw.com](mailto:dwm@anchorlaw.com)> wrote:

> Doug,

>

> Ok, I will give the MOU a close read and send back with all signatures.

>

> On the conformed lease, since it was notarized, what will you do with the signature dates--we will have 2 original leases with 2 different sets of signatures on different dates.

>

> The memo of lease may cure it with all signatures and avoid having to re-sign the lease. Just a thought. We would like the effective date to stay the same.

>

> Don

>

> Donald W. McClintock

> Ashburn & Mason, P.C.

> 1227 W. 9th Ave. Ste. 200

> Anchorage, AK 99501

> (907) 276-4331 (voice)

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>

>

> -----Original Message-----

> From: LAA Legal [<mailto:LAA.Legal@akleg.gov>]

> Sent: Tuesday, September 24, 2013 12:21 PM

> To: Donald W. McClintock

> Cc: Pamela Varni

> Subject: FW: Recording of Anchorage Lease

>

> Don,

> I ran this past Pam, and she is okay with filing a memorandum with the recorder's office. I would like all the signatures on the memorandum. Perhaps we could get the memorandum you drafted revised to include all the signatures, and circulate it with the lease during the conformed copy process and kill two birds with one stone.

> Doug

>

>

>

> Sent by:

> MaryEllen Duffy

> Special Assistant

> LAA Legal Services

> 907-465-6651 direct

> 907-465-2029 fax

> [MaryEllen.Duffy@akleg.gov](mailto:MaryEllen.Duffy@akleg.gov)

>

>

>

>

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>

>

> -----Original Message-----

> From: LAA Legal

> Sent: Friday, September 20, 2013 2:00 PM

> To: 'Donald W. McClintock'

> Subject: RE: Recording of Anchorage Lease

>

> Thanks. Enjoy the weekend. I'll discuss this with Pam next week and let you know.

> DG

>

>

> Sent by:

> MaryEllen Duffy

> Special Assistant

> LAA Legal Services

> 907-465-6651 direct

> 907-465-2029 fax

> [MaryEllen.Duffy@akleg.gov](mailto:MaryEllen.Duffy@akleg.gov)

>

>

>

>

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>

>

>

> -----Original Message-----

> From: Donald W. McClintock [<mailto:dwm@anchorlaw.com>]

> Sent: Friday, September 20, 2013 1:10 PM

> To: LAA Legal

> Cc: 'Nola Cedergreen'; Mark Pfeffer ([MPfeffer@PfefferDevelopment.com](mailto:MPfeffer@PfefferDevelopment.com)); Heidi A. Wyckoff

> Subject: RE: Recording of Anchorage Lease

>

> Doug,

>

> This is a rough draft; I am busy today trying to get a closing together and I still need to check who needs to sign the memorandum; we may be ok with just Mark's and Pam's signature (but I am ok if you want everyone).

>

> I also have not had a chance to proof read so this is not intended to be a final product, just wanted to give you an example.

>

> Have a good weekend. We finally have sun in Anchorage.

>

> Don

>

>

>

> Donald W. McClintock

> Ashburn & Mason, P.C.

> 1227 W. 9th Ave. Ste. 200

> Anchorage, AK 99501

> (907) 276-4331 (voice)

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>

>

> -----Original Message-----

> From: LAA Legal [<mailto:LAA.Legal@akleg.gov>]

> Sent: Friday, September 20, 2013 11:04 AM

> To: Donald W. McClintock

> Subject: RE: Recording of Anchorage Lease

>

> Don,

> If you would provide a draft so we can look at this method of recording, it would be appreciated.

> Thank you,

> Doug

>

>

> Sent by:

> MaryEllen Duffy

> Special Assistant

> LAA Legal Services

> 907-465-6651 direct

> 907-465-2029 fax

> [MaryEllen.Duffy@akleg.gov](mailto:MaryEllen.Duffy@akleg.gov)

>

>

>

>

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>

>

> -----Original Message-----

> From: Donald W. McClintock [<mailto:dwm@anchorlaw.com>]

> Sent: Friday, September 20, 2013 9:52 AM

> To: 'Nola Cedergreen'; Pamela Varni; LAA Legal

> Cc: 'Mark Pfeffer'; Heidi A. Wyckoff

> Subject: RE: Anchorage Lease

>

> Doug,

>

> All we need for financing purposes is a memorandum of lease, which may be simplest; let me know your wishes. I can draft one if that helps.

>

> Don

>

> Donald W. McClintock

> Ashburn & Mason, P.C.

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>

> -----Original Message-----

> From: Nola Cedergreen [<mailto:ncedergr@ahfc.us>]

> Sent: Friday, September 20, 2013 9:15 AM

> To: Donald W. McClintock; [Pamela.Varni@akleg.gov](mailto:Pamela.Varni@akleg.gov)

> Cc: [LAA.Legal@akleg.gov](mailto:LAA.Legal@akleg.gov); 'Mark Pfeffer'; Heidi A. Wyckoff

> Subject: RE: Anchorage Lease

>

> Sounds reasonable. I am not aware of any reason the entire lease has to be recorded which may be a practice that the State has historically followed, but it may not be a requirement per Statute, regulation, or the Alaska Administrative Manual.

>

> Something to be decided between you and Doug ...

>

>

>

> \_\_\_\_\_

> From: Donald W. McClintock [[dwm@anchorlaw.com](mailto:dwm@anchorlaw.com)]

> Sent: Thursday, September 19, 2013 5:59 PM

> To: Nola Cedergreen; [Pamela.Varni@akleg.gov](mailto:Pamela.Varni@akleg.gov)

> Cc: [LAA.Legal@akleg.gov](mailto:LAA.Legal@akleg.gov); 'Mark Pfeffer'; Heidi A. Wyckoff

> Subject: RE: Anchorage Lease

>

> Nola,

>

> My recommendation given the size of the lease was to just do a memorandum of lease; I know your protocol is to record the entire lease but was not sure if that was an absolute.

>

> If the decision is made to record the entire lease, then I would just attach a cover sheet to it that is compliant with the statute; and not reformat the lease itself.

>

> Don

>



>

>

> Donald W. McClintock

> Ashburn & Mason, P.C.

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>

> -----Original Message-----

> From: Nola Cedergreen [<mailto:ncedergr@ahfc.us>]

> Sent: Thursday, September 19, 2013 5:41 PM

> To: [Pamela.Varni@akleg.gov](mailto:Pamela.Varni@akleg.gov)

> Cc: [LAA.Legal@akleg.gov](mailto:LAA.Legal@akleg.gov); Donald W. McClintock

> Subject: RE: Anchorage Lease

>

> Thanks. Good info.

>

> You can either record the lease itself or a document that confirms the lease exists. The Lessor's lender may want a specific format as well. I will work with anything the parties may need.

>

>

> Sent from my Verizon Wireless 4G LTE Smartphone

>

>

>

> ----- Original message -----

> From: Pamela Varni <[Pamela.Varni@akleg.gov](mailto:Pamela.Varni@akleg.gov)>

> Date: 09/19/2013 5:52 PM (GMT-08:00)

> To: Nola Cedergreen <[ncedergr@ahfc.us](mailto:ncedergr@ahfc.us)>

> Cc: Tina Strong <[Tina.Strong@akleg.gov](mailto:Tina.Strong@akleg.gov)>

> Subject: Fwd: Anchorage Lease

>

>

> Hi Nola. Pls see Tina's message below. Can we please take the original from here to comply with the Recorder's Office? Pam

>

> Sent from my iPhone

>

> Begin forwarded message:

>

> From: "Tina Strong" <[Tina.Strong@akleg.gov](mailto:Tina.Strong@akleg.gov)<<mailto:Tina.Strong@akleg.gov>>>

> To: "Pamela Varni" <[Pamela.Varni@akleg.gov](mailto:Pamela.Varni@akleg.gov)<<mailto:Pamela.Varni@akleg.gov>>>

> Subject: Anchorage Lease

>

> Pam,

>

> Doug gave me copy of the lease with all of the signatures this afternoon. I wanted to point out that I did notice the margins on the first page do not comply with the recorder's office requirements.

>

> I've attached the front page of the lease and the requirements to have a document recorded. If we plan on recording this lease, the document will need to be reformatted with a 2" top margin. This allows room for the recorder to place their sticker.

>

> Tina Strong

> Procurement Officer

> Legislative Affairs Agency

> PH: (907) 465-6705

> FAX: (907) 465-2918

>

>

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<Memorandum of Lease -LIO (00152094-4).doc>

---

**From:** Nola Cedergreen  
**Sent:** Wednesday, September 25, 2013 6:30 AM  
**To:** Donald W. McClintock; 'Pamela Varni'  
**Cc:** LAA Legal; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller; Greg Rochon; Juli Lucky; 'Rep.Mike.Hawker@akleg.gov'  
**Subject:** RE: Recording of Anchorage Lease

Looks good. Thanks, Don.

---

**From:** Donald W. McClintock [dwm@anchorlaw.com]  
**Sent:** Tuesday, September 24, 2013 6:56 PM  
**To:** 'Pamela Varni'; Nola Cedergreen  
**Cc:** LAA Legal; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller; Greg Rochon; Juli Lucky; 'Rep.Mike.Hawker@akleg.gov'; Heidi A. Wyckoff  
**Subject:** RE: Recording of Anchorage Lease

All,

Please find attached a memorandum of Lease in the form earlier sent, but updated to match the effective date and to comply with AS40.17.120 as recited in the form.

If it looks good, then I suggest we circulate for signature and get it recorded as soon as is convenient.

Doug, I was not sure of your title, please double check the notarial block. Also although you approve as to form only, the recorder's office requires all signatures to be notarized, which is why that has been added.

With the notary block dated, I did remove the date block on the signatures.

Thanks

Don

Donald W. McClintock  
Ashburn & Mason, P.C.  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
(907) 276-4331 (voice)  
(907) 277-8235 (fax)  
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-----Original Message-----

From: Pamela Varni [mailto:Pamela.Varni@akleg.gov]

Sent: Tuesday, September 24, 2013 2:43 PM  
To: Nola Cedergreen; Donald W. McClintock  
Cc: LAA Legal; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller; Greg Rochon; Juli Lucky  
Subject: RE: Recording of Anchorage Lease

Nola - my original is being pouched to our Anchorage LIO. Tomorrow one of our Anchorage LIO staff will deliver it to AHFC. Please note Exhibit D will be in there as well. Also, this Exhibit D corrects a \$2 annual error. Mr. Lowe's annual figure was \$3,379,658 and my monthly lease amount to 716 W. 4th was correct but now the correct annual is \$3,379,656.  $\$281,638 \times 12 = \$3,379,656$  not \$3,379,658. Pam

-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Tuesday, September 24, 2013 2:29 PM  
To: Donald W. McClintock; Pamela Varni  
Cc: LAA Legal; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller; Greg Rochon  
Subject: RE: Recording of Anchorage Lease

AHFC is also in receipt of Mr. Acree's original.

---

From: Nola Cedergreen  
Sent: Tuesday, September 24, 2013 1:54 PM  
To: Donald W. McClintock; 'Pamela Varni'  
Cc: LAA Legal; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller; Greg Rochon  
Subject: RE: Recording of Anchorage Lease

I can confirm that the AHFC Risk Management Department is in possession of Doug's original. We will check with the AHFC executive offices to see what signatures may have been delivered to Mike's office.

---

From: Donald W. McClintock [dwm@anchorlaw.com]  
Sent: Tuesday, September 24, 2013 12:53 PM  
To: 'Pamela Varni'  
Cc: LAA Legal; Nola Cedergreen; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller  
Subject: RE: Recording of Anchorage Lease

Doug and Pam,

I would suggest keeping our one conformed original as the original lease and the MOU will refer to that and its effective date. The date of the MOU does not affect the effective date. But certainly the execution of the MOU will renew the affirmation of the lease by all of the signors.

Mike and Nola, have all of the original signatures made their way to you?

Don

Donald W. McClintock  
Ashburn & Mason, P.C.  
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Anchorage, AK 99501  
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-----Original Message-----

From: Pamela Varni [mailto:Pamela.Varni@akleg.gov]  
Sent: Tuesday, September 24, 2013 12:44 PM  
To: Donald W. McClintock  
Cc: LAA Legal; Pamela Varni; Nola Cedergreen; Mark Pfeffer; Heidi A. Wyckoff  
Subject: Re: Recording of Anchorage Lease

I don't want the effective date to change either. Can we do this without dating it the second time.

Sent from my iPhone

On Sep 24, 2013, at 12:26 PM, "Donald W. McClintock" <dwm@anchorlaw.com> wrote:

> Doug,  
>  
> Ok, I will give the MOU a close read and send back with all signatures.  
>  
> On the conformed lease, since it was notarized, what will you do with the signature dates-- we will have 2 original leases with 2 different sets of signatures on different dates.  
>  
> The memo of lease may cure it with all signatures and avoid having to re-sign the lease. Just a thought. We would like the effective date to stay the same.  
>  
> Don  
>  
> Donald W. McClintock  
> Ashburn & Mason, P.C.  
> 1227 W. 9th Ave. Ste. 200  
> Anchorage, AK 99501  
> (907) 276-4331 (voice)  
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>  
>  
> -----Original Message-----  
> From: LAA Legal [mailto:LAA.Legal@akleg.gov]  
> Sent: Tuesday, September 24, 2013 12:21 PM  
> To: Donald W. McClintock  
> Cc: Pamela Varni  
> Subject: FW: Recording of Anchorage Lease

>  
> Don,  
> I ran this past Pam, and she is okay with filing a memorandum with the recorder's office. I would like all the signatures on the memorandum. Perhaps we could get the memorandum you drafted revised to include all the signatures, and circulate it with the lease during the conformed copy process and kill two birds with one stone.

> Doug

>

>

>

> Sent by:

> MaryEllen Duffy

> Special Assistant

> LAA Legal Services

> 907-465-6651 direct

> 907-465-2029 fax

> MaryEllen.Duffy@akleg.gov

>

>

>

>

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>

>

> -----Original Message-----

> From: LAA Legal

> Sent: Friday, September 20, 2013 2:00 PM

> To: 'Donald W. McClintock'

> Subject: RE: Recording of Anchorage Lease

>

> Thanks. Enjoy the weekend. I'll discuss this with Pam next week and let you know.

> DG

>

>

> Sent by:

> MaryEllen Duffy

> Special Assistant

> LAA Legal Services

> 907-465-6651 direct

> 907-465-2029 fax

> MaryEllen.Duffy@akleg.gov

>

>

>

>

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>

>

>



> -----Original Message-----

> From: Donald W. McClintock [mailto:dwm@anchorlaw.com]

> Sent: Friday, September 20, 2013 1:10 PM

> To: LAA Legal

> Cc: 'Nola Cedergreen'; Mark Pfeffer (MPfeffer@PfefferDevelopment.com); Heidi A. Wyckoff

> Subject: RE: Recording of Anchorage Lease

>

> Doug,

>

> This is a rough draft; I am busy today trying to get a closing together and I still need to check who needs to sign the memorandum; we may be ok with just Mark's and Pam's signature (but I am ok if you want everyone).

>

> I also have not had a chance to proof read so this is not intended to be a final product, just wanted to give you an example.

>

> Have a good weekend. We finally have sun in Anchorage.

>

> Don

>

>

>

> Donald W. McClintock

> Ashburn & Mason, P.C.

> 1227 W. 9th Ave. Ste. 200

> Anchorage, AK 99501

> (907) 276-4331 (voice)

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>

>

> -----Original Message-----

> From: LAA Legal [mailto:LAA.Legal@akleg.gov]

> Sent: Friday, September 20, 2013 11:04 AM

> To: Donald W. McClintock

> Subject: RE: Recording of Anchorage Lease

>

> Don,

> If you would provide a draft so we can look at this method of recording, it would be appreciated.

> Thank you,

> Doug

>

>

> Sent by:

> MaryEllen Duffy

> Special Assistant

> LAA Legal Services

> 907-465-6651 direct

> 907-465-2029 fax

> MaryEllen.Duffy@akleg.gov

>  
>  
>  
>  
>

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>  
>

> -----Original Message-----

> From: Donald W. McClintock [mailto:dwm@anchorlaw.com]

> Sent: Friday, September 20, 2013 9:52 AM

> To: 'Nola Cedergreen'; Pamela Varni; LAA Legal

> Cc: 'Mark Pfeffer'; Heidi A. Wyckoff

> Subject: RE: Anchorage Lease

>  
>

> Doug,

>

> All we need for financing purposes is a memorandum of lease, which may be simplest; let me know your wishes. I can draft one if that helps.

>

> Don

>

> Donald W. McClintock

> Ashburn & Mason, P.C.

> 1227 W. 9th Ave. Ste. 200

> Anchorage, AK 99501

> (907) 276-4331 (voice)

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>

>

> -----Original Message-----

> From: Nola Cedergreen [mailto:ncedergr@ahfc.us]

> Sent: Friday, September 20, 2013 9:15 AM

> To: Donald W. McClintock; Pamela.Varni@akleg.gov

> Cc: LAA.Legal@akleg.gov; 'Mark Pfeffer'; Heidi A. Wyckoff

> Subject: RE: Anchorage Lease

>

> Sounds reasonable. I am not aware of any reason the entire lease has to be recorded which may be a practice that the State has historically followed, but it may not be a requirement per Statute, regulation, or the Alaska Administrative Manual.

>

> Something to be decided between you and Doug ...

>

>

>

>  
> From: Donald W. McClintock [dwm@anchorlaw.com]  
> Sent: Thursday, September 19, 2013 5:59 PM  
> To: Nola Cedergreen; Pamela.Varni@akleg.gov  
> Cc: LAA.Legal@akleg.gov; 'Mark Pfeffer'; Heidi A. Wyckoff  
> Subject: RE: Anchorage Lease  
>  
> Nola,  
>  
> My recommendation given the size of the lease was to just do a memorandum of lease; I know your protocol is to record the entire lease but was not sure if that was an absolute.  
>  
> If the decision is made to record the entire lease, then I would just attach a cover sheet to it that is compliant with the statute; and not reformat the lease itself.  
>  
> Don  
>  
>  
>  
> Donald W. McClintock  
> Ashburn & Mason, P.C.  
> 1227 W. 9th Ave. Ste. 200  
> Anchorage, AK 99501  
> (907) 276-4331 (voice)  
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>  
>  
> -----Original Message-----  
> From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
> Sent: Thursday, September 19, 2013 5:41 PM  
> To: Pamela.Varni@akleg.gov  
> Cc: LAA.Legal@akleg.gov; Donald W. McClintock  
> Subject: RE: Anchorage Lease  
>  
> Thanks. Good info.  
>  
> You can either record the lease itself or a document that confirms the lease exists. The Lessor's lender may want a specific format as well. I will work with anything the parties may need.  
>  
>  
> Sent from my Verizon Wireless 4G LTE Smartphone  
>  
>  
>  
> ----- Original message -----  
> From: Pamela Varni <Pamela.Varni@akleg.gov>  
> Date: 09/19/2013 5:52 PM (GMT-08:00)  
> To: Nola Cedergreen <ncedergr@ahfc.us>

> Cc: Tina Strong <Tina.Strong@akleg.gov>

> Subject: Fwd: Anchorage Lease

>

>

> Hi Nola. Pls see Tina's message below. Can we please take the original from here to comply with the Recorder's Office? Pam

>

> Sent from my iPhone

>

> Begin forwarded message:

>

> From: "Tina Strong" <Tina.Strong@akleg.gov<mailto:Tina.Strong@akleg.gov>>

> To: "Pamela Varni" <Pamela.Varni@akleg.gov<mailto:Pamela.Varni@akleg.gov>>

> Subject: Anchorage Lease

>

> Pam,

>

> Doug gave me copy of the lease with all of the signatures this afternoon. I wanted to point out that I did notice the margins on the first page do not comply with the recorder's office requirements.

>

> I've attached the front page of the lease and the requirements to have a document recorded. If we plan on recording this lease, the document will need to be reformatted with a 2" top margin. This allows room for the recorder to place their sticker.

>

> Tina Strong

> Procurement Officer

> Legislative Affairs Agency

> PH: (907) 465-6705

> FAX: (907) 465-2918

>

>

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---

**From:** Nola Cedergreen  
**Sent:** Wednesday, September 25, 2013 6:34 AM  
**To:** Mike Buller; Greg Rochon; Doc Crouse; Tammy Hunter-Greco  
**Cc:** Pamela.Varni@akleg.gov  
**Subject:** FW: From a ExecDirec550

Pam Varni is the owner of record for each of the documents we have assisted with. When everything is finalized, originals should be directed to Pam.

Thanks.

---

From: Pamela Varni [Pamela.Varni@akleg.gov]  
Sent: Tuesday, September 24, 2013 6:15 PM  
To: Nola Cedergreen  
Subject: RE: From a ExecDirec550

Yes please Nola. We like to have the original. Thank you. Pam

-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Tuesday, September 24, 2013 4:32 PM  
To: Pamela Varni  
Subject: RE: From a ExecDirec550

Thanks, Pam.

When everything has been finalized, recorded, etc. it seems like the final records should be organized and sent to you to manage consistent with your official record retention schedule. Do you agree?

Sent from my Verizon Wireless 4G LTE Smartphone

----- Original message -----

From: Pamela Varni <Pamela.Varni@akleg.gov>  
Date: 09/24/2013 3:47 PM (GMT-08:00)  
To: Nola Cedergreen <ncedergr@ahfc.us>  
Subject: FW: From a ExecDirec550

This is what is coming in our pouch tomorrow. Pam

-----Original Message-----

From: Postmaster  
Sent: Tuesday, September 24, 2013 2:16 PM  
To: Pamela Varni  
Subject: From a ExecDirec550

Please open the attached document. It was scanned and sent to you using a Xerox Color.

Number of Images: 4

Attachment File Type: PDF

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---

**From:** Donald W. McClintock <dwm@anchorlaw.com>  
**Sent:** Wednesday, September 25, 2013 12:15 PM  
**To:** 'Pamela Varni'  
**Cc:** LAA Legal; Juli Lucky; Nola Cedergreen; Mark Pfeffer; bob acree; Heidi A. Wyckoff  
**Subject:** RE: signing MOU

Ok, let me know when Doug has completed his review of the form, preferably by tomorrow so I can get all of the Lessor signatures here.

Don

**Donald W. McClintock**  
**Ashburn & Mason, P.C.**  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
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---

**From:** Pamela Varni [mailto:Pamela.Varni@akleg.gov]  
**Sent:** Wednesday, September 25, 2013 12:12 PM  
**To:** Donald W. McClintock  
**Cc:** LAA Legal; Pamela Varni; Juli Lucky; Nola Cedergreen; Mark Pfeffer; bob acree; Heidi A. Wyckoff  
**Subject:** Re: signing MOU

Hi Don. Please hold for Rep Hawker in Anchorage and send to us last. I will have Tina Strong record like she usually does. Pam

Sent from my iPhone

On Sep 25, 2013, at 1:06 PM, "Donald W. McClintock" <[dwm@anchorlaw.com](mailto:dwm@anchorlaw.com)> wrote:

Doug and Pam,

Rep. Hawker is in Colorado and due to return October 1 according to Juli. Bob Acree is in Alaska tomorrow. If you could review and approve the form of the MOU, I suggest we have the MOU signed by Mark and Bob first, then routed to Juneau for your signatures and then returned to Anchorage for Rep. Hawker's signature and delivery to AHFC for recording.



Let me know if that is agreeable.

Don

**Donald W. McClintock**

**Ashburn & Mason, P.C.**

1227 W. 9th Ave. Ste. 200

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---

**From:** LAA Legal <LAA.Legal@akleg.gov>  
**Sent:** Wednesday, September 25, 2013 3:11 PM  
**To:** 'Donald W. McClintock'; Pamela Varni  
**Cc:** Juli Lucky; Nola Cedergreen; Mark Pfeffer; 'bob acree'; Heidi A. Wyckoff  
**Subject:** RE: signing MOU  
**Attachments:** Memorandum of Lease - LIO (00152094-4, Doug Gardner).doc

Don,  
As we discussed, AS 40.17.120 requires that the memorandum of lease submitted for recording to the recorder's office be signed by the Lessor and Lessee. The statute does not require the signature of Representative Hawker or me. Please delete those signature blocks. Of course, Pam needs to sign on behalf of the Lessee, which is the Legislative Affairs Agency, but not as the certifying authority.

I checked with Tina Strong, and we are fine with AHFC taking care of recording the memorandum. LAA would like the original recorded conformed copy from AHFC once the recording has been accomplished.

Thanks,  
Doug

*Sent by:*  
*MaryEllen Duffy*  
*Special Assistant*  
*LAA Legal Services*  
*907-465-6651 direct*  
*907-465-2029 fax*  
[MaryEllen.Duffy@akleg.gov](mailto:MaryEllen.Duffy@akleg.gov)

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---

**From:** Donald W. McClintock [<mailto:dwm@anchorlaw.com>]  
**Sent:** Wednesday, September 25, 2013 12:07 PM  
**To:** LAA Legal; Pamela Varni  
**Cc:** Juli Lucky; Nola Cedergreen; Mark Pfeffer; 'bob acree'; Heidi A. Wyckoff  
**Subject:** signing MOU

Doug and Pam,

Rep. Hawker is in Colorado and due to return October 1 according to Juli. Bob Acree is in Alaska tomorrow. If you could review and approve the form of the MOU, I suggest we have the MOU signed by Mark

and Bob first, then routed to Juneau for your signatures and then returned to Anchorage for Rep. Hawker's signature and delivery to AHFC for recording.

Let me know if that is agreeable.

Don

**Donald W. McClintock**

**Ashburn & Mason, P.C.**

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**From:** Donald W. McClintock <dwm@anchorlaw.com>  
**Sent:** Wednesday, September 25, 2013 5:21 PM  
**To:** 'LAA Legal'; Pamela Varni  
**Cc:** Juli Lucky; Nola Cedergreen; Mark Pfeffer; 'bob acree'; Heidi A. Wyckoff  
**Subject:** RE: signing MOU

We will revise the MOU and circulate it for a local signature and deliver it to Pam. Since she wants to be the last to sign, it probably does make more sense to record in Juneau.

Thanks for the prompt review. I agree that we do not need all of the original signatories on the lease; we just need the lessor and the lessee per the statute. I will go back to the earlier form, but will leave the Trust and Bob on as additional signors for the lessor per your wishes.

Don

**Donald W. McClintock**  
**Ashburn & Mason, P.C.**  
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---

**From:** LAA Legal [mailto:LAA.Legal@akleg.gov]  
**Sent:** Wednesday, September 25, 2013 3:11 PM  
**To:** Donald W. McClintock; Pamela Varni  
**Cc:** Juli Lucky; Nola Cedergreen; Mark Pfeffer; 'bob acree'; Heidi A. Wyckoff  
**Subject:** RE: signing MOU

Don,  
As we discussed, AS 40.17.120 requires that the memorandum of lease submitted for recording to the recorder's office be signed by the Lessor and Lessee. The statute does not require the signature of Representative Hawker or me. Please delete those signature blocks. Of course, Pam needs to sign on behalf of the Lessee, which is the Legislative Affairs Agency, but not as the certifying authority.

I checked with Tina Strong, and we are fine with AHFC taking care of recording the memorandum. LAA would like the original recorded conformed copy from AHFC once the recording has been accomplished.

Thanks,  
Doug

*Sent by:*  
*MaryEllen Duffy*  
*Special Assistant*  
*LAA Legal Services*  
*907-465-6651 direct*  
*907-465-2029 fax*  
[MaryEllen.Duffy@akleg.gov](mailto:MaryEllen.Duffy@akleg.gov)

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---

**From:** Donald W. McClintock [<mailto:dwm@anchorlaw.com>]  
**Sent:** Wednesday, September 25, 2013 12:07 PM  
**To:** LAA Legal; Pamela Varni  
**Cc:** Juli Lucky; Nola Cedergreen; Mark Pfeffer; 'bob acree'; Heidi A. Wyckoff  
**Subject:** signing MOU

Doug and Pam,

Rep. Hawker is in Colorado and due to return October 1 according to Juli. Bob Acree is in Alaska tomorrow. If you could review and approve the form of the MOU, I suggest we have the MOU signed by Mark and Bob first, then routed to Juneau for your signatures and then returned to Anchorage for Rep. Hawker's signature and delivery to AHFC for recording.

Let me know if that is agreeable.

Don

**Donald W. McClintock**

**Ashburn & Mason, P.C.**

1227 W. 9th Ave. Ste. 200

Anchorage, AK 99501

(907) 276-4331 (voice)

(907) 277-8235 (fax)

[www.anchorlaw.com](http://www.anchorlaw.com)

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---

**From:** Nola Cedergreen  
**Sent:** Friday, September 27, 2013 12:00 PM  
**To:** Greg Rochon  
**Subject:** FW: Recording of Anchorage Lease

Hi, Greg:

I talked with Mike this morning and he has all of the original signatures except for Representative Hawker. Have you received anything from Mr. Hawker (might have been addressed to me)?

---

From: Nola Cedergreen  
Sent: Tuesday, September 24, 2013 2:28 PM  
To: Donald W. McClintock; 'Pamela Varni'  
Cc: LAA Legal; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller; Greg Rochon  
Subject: RE: Recording of Anchorage Lease

AHFC is also in receipt of Mr. Acree's original.

---

From: Nola Cedergreen  
Sent: Tuesday, September 24, 2013 1:54 PM  
To: Donald W. McClintock; 'Pamela Varni'  
Cc: LAA Legal; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller; Greg Rochon  
Subject: RE: Recording of Anchorage Lease

I can confirm that the AHFC Risk Management Department is in possession of Doug's original. We will check with the AHFC executive offices to see what signatures may have been delivered to Mike's office.

---

From: Donald W. McClintock [dwm@anchorlaw.com]  
Sent: Tuesday, September 24, 2013 12:53 PM  
To: 'Pamela Varni'  
Cc: LAA Legal; Nola Cedergreen; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller  
Subject: RE: Recording of Anchorage Lease

Doug and Pam,

I would suggest keeping our one conformed original as the original lease and the MOU will refer to that and its effective date. The date of the MOU does not affect the effective date. But certainly the execution of the MOU will renew the affirmation of the lease by all of the signors.

Mike and Nola, have all of the original signatures made their way to you?

Don

Donald W. McClintock  
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-----Original Message-----

From: Pamela Varni [mailto:Pamela.Varni@akleg.gov]  
Sent: Tuesday, September 24, 2013 12:44 PM  
To: Donald W. McClintock  
Cc: LAA Legal; Pamela Varni; Nola Cedergreen; Mark Pfeffer; Heidi A. Wyckoff  
Subject: Re: Recording of Anchorage Lease

I don't want the effective date to change either. Can we do this without dating it the second time.

Sent from my iPhone

On Sep 24, 2013, at 12:26 PM, "Donald W. McClintock" <dwm@anchorlaw.com> wrote:

> Doug,

>

> Ok, I will give the MOU a close read and send back with all signatures.

>

> On the conformed lease, since it was notarized, what will you do with the signature dates--we will have 2 original leases with 2 different sets of signatures on different dates.

>

> The memo of lease may cure it with all signatures and avoid having to re-sign the lease. Just a thought. We would like the effective date to stay the same.

>

> Don

>

> Donald W. McClintock  
> Ashburn & Mason, P.C.  
> 1227 W. 9th Ave. Ste. 200  
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>

>



> -----Original Message-----

> From: LAA Legal [mailto:LAA.Legal@akleg.gov]

> Sent: Tuesday, September 24, 2013 12:21 PM

> To: Donald W. McClintock

> Cc: Pamela Varni

> Subject: FW: Recording of Anchorage Lease

>

> Don,

> I ran this past Pam, and she is okay with filing a memorandum with the recorder's office. I would like all the signatures on the memorandum. Perhaps we could get the memorandum you drafted revised to include all the signatures, and circulate it with the lease during the conformed copy process and kill two birds with one stone.

> Doug

>

>

>

> Sent by:

> MaryEllen Duffy

> Special Assistant

> LAA Legal Services

> 907-465-6651 direct

> 907-465-2029 fax

> MaryEllen.Duffy@akleg.gov

>

>

>

>

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>

>

> -----Original Message-----

> From: LAA Legal

> Sent: Friday, September 20, 2013 2:00 PM

> To: 'Donald W. McClintock'

> Subject: RE: Recording of Anchorage Lease

>

> Thanks. Enjoy the weekend. I'll discuss this with Pam next week and let you know.

> DG

>

>

> Sent by:

> MaryEllen Duffy

> Special Assistant

> LAA Legal Services

> 907-465-6651 direct

> 907-465-2029 fax

> MaryEllen.Duffy@akleg.gov

>

>

>

>  
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>  
>  
>  
> -----Original Message-----  
> From: Donald W. McClintock [mailto:dwm@anchorlaw.com]  
> Sent: Friday, September 20, 2013 1:10 PM  
> To: LAA Legal  
> Cc: 'Nola Cedergreen'; Mark Pfeffer (MPfeffer@PfefferDevelopment.com); Heidi A. Wyckoff  
> Subject: RE: Recording of Anchorage Lease

>  
> Doug,  
>  
> This is a rough draft; I am busy today trying to get a closing together and I still need to check who needs to sign the memorandum; we may be ok with just Mark's and Pam's signature (but I am ok if you want everyone).

>  
> I also have not had a chance to proof read so this is not intended to be a final product, just wanted to give you an example.

>  
> Have a good weekend. We finally have sun in Anchorage.

>  
> Don  
>  
>  
>  
> Donald W. McClintock  
> Ashburn & Mason, P.C.  
> 1227 W. 9th Ave. Ste. 200  
> Anchorage, AK 99501  
> (907) 276-4331 (voice)  
> (907) 277-8235 (fax)  
> www.anchorlaw.com

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>  
>  
> -----Original Message-----  
> From: LAA Legal [mailto:LAA.Legal@akleg.gov]  
> Sent: Friday, September 20, 2013 11:04 AM  
> To: Donald W. McClintock  
> Subject: RE: Recording of Anchorage Lease

>  
> Don,  
> If you would provide a draft so we can look at this method of recording, it would be appreciated.

> Thank you,

> Doug

>

>

> Sent by:

> MaryEllen Duffy

> Special Assistant

> LAA Legal Services

> 907-465-6651 direct

> 907-465-2029 fax

> MaryEllen.Duffy@akleg.gov

>

>

>

>

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>

>

> -----Original Message-----

> From: Donald W. McClintock [mailto:dwm@anchorlaw.com]

> Sent: Friday, September 20, 2013 9:52 AM

> To: 'Nola Cedergreen'; Pamela Varnj; LAA Legal

> Cc: 'Mark Pfeffer'; Heidi A. Wyckoff

> Subject: RE: Anchorage Lease

>

> Doug,

>

> All we need for financing purposes is a memorandum of lease, which may be simplest; let me know your wishes. I can draft one if that helps.

>

> Don

>

> Donald W. McClintock

> Ashburn & Mason, P.C.

> 1227 W. 9th Ave. Ste. 200

> Anchorage, AK 99501

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>

>

> -----Original Message-----

> From: Nola Cedergreen [mailto:ncedergr@ahfc.us]

> Sent: Friday, September 20, 2013 9:15 AM  
> To: Donald W. McClintock; Pamela.Varni@akleg.gov  
> Cc: LAA.Legal@akleg.gov; 'Mark Pfeffer'; Heidi A. Wyckoff  
> Subject: RE: Anchorage Lease  
>  
> Sounds reasonable. I am not aware of any reason the entire lease has to be recorded which may be a practice that the State has historically followed, but it may not be a requirement per Statute, regulation, or the Alaska Administrative Manual.  
>  
> Something to be decided between you and Doug ...  
>  
>  
>  
> \_\_\_\_\_  
> From: Donald W. McClintock [dwm@anchorlaw.com]  
> Sent: Thursday, September 19, 2013 5:59 PM  
> To: Nola Cedergreen; Pamela.Varni@akleg.gov  
> Cc: LAA.Legal@akleg.gov; 'Mark Pfeffer'; Heidi A. Wyckoff  
> Subject: RE: Anchorage Lease  
>  
> Nola,  
>  
> My recommendation given the size of the lease was to just do a memorandum of lease; I know your protocol is to record the entire lease but was not sure if that was an absolute.  
>  
> If the decision is made to record the entire lease, then I would just attach a cover sheet to it that is compliant with the statute; and not reformat the lease itself.  
>  
> Don  
>  
>  
>  
> Donald W. McClintock  
> Ashburn & Mason, P.C.  
> 1227 W. 9th Ave. Ste. 200  
> Anchorage, AK 99501  
> (907) 276-4331 (voice)  
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>  
>  
> -----Original Message-----  
> From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
> Sent: Thursday, September 19, 2013 5:41 PM  
> To: Pamela.Varni@akleg.gov  
> Cc: LAA.Legal@akleg.gov; Donald W. McClintock

> Subject: RE: Anchorage Lease  
>  
> Thanks. Good info.  
>  
> You can either record the lease itself or a document that confirms the lease exists. The Lessor's lender may want a specific format as well. I will work with anything the parties may need.  
>  
>  
> Sent from my Verizon Wireless 4G LTE Smartphone  
>  
>  
>  
> ----- Original message -----  
> From: Pamela Varni <Pamela.Varni@akleg.gov>  
> Date: 09/19/2013 5:52 PM (GMT-08:00)  
> To: Nola Cedergreen <ncedergr@ahfc.us>  
> Cc: Tina Strong <Tina.Strong@akleg.gov>  
> Subject: Fwd: Anchorage Lease  
>  
>  
> Hi Nola. Pls see Tina's message below. Can we please take the original from here to comply with the Recorder's Office?  
Pam  
>  
> Sent from my iPhone  
>  
> Begin forwarded message:  
>  
> From: "Tina Strong" <Tina.Strong@akleg.gov<mailto:Tina.Strong@akleg.gov>>  
> To: "Pamela Varni" <Pamela.Varni@akleg.gov<mailto:Pamela.Varni@akleg.gov>>  
> Subject: Anchorage Lease  
>  
> Pam,  
>  
> Doug gave me copy of the lease with all of the signatures this afternoon. I wanted to point out that I did notice the margins on the first page do not comply with the recorder's office requirements.  
>  
> I've attached the front page of the lease and the requirements to have a document recorded. If we plan on recording this lease, the document will need to be reformatted with a 2" top margin. This allows room for the recorder to place their sticker.  
>  
> Tina Strong  
> Procurement Officer  
> Legislative Affairs Agency  
> PH: (907) 465-6705  
> FAX: (907) 465-2918  
>  
>  
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---

**From:** Nola Cedergreen  
**Sent:** Friday, September 27, 2013 12:09 PM  
**To:** Rep.Mike.Hawker@akleg.gov; laa.legal@akleg.gov; Pamela.Varni@akleg.gov  
**Cc:** dwm@anchorlaw.com; mpfeffer@pfefferdevelopment.com; Mike Buller  
**Subject:** Final Form LIO Lease

Hi,

Just confirming that since it was decided to record a memorandum of lease as opposed to the entire lease document, that it will not be necessary to "re-sign" the lease in order to consolidate all signatures.

If that is not the case, please let me know ASAP.

Thanks.

Nola

---

From: Donald W. McClintock [dwm@anchorlaw.com]  
Sent: Tuesday, September 24, 2013 12:26 PM  
To: 'LAA Legal'  
Cc: Pamela Varni; Nola Cedergreen; 'Mark Pfeffer'; Heidi A. Wyckoff  
Subject: RE: Recording of Anchorage Lease

Doug,

Ok, I will give the MOU a close read and send back with all signatures.

On the conformed lease, since it was notarized, what will you do with the signature dates--we will have 2 original leases with 2 different sets of signatures on different dates.

The memo of lease may cure it with all signatures and avoid having to re-sign the lease. Just a thought. We would like the effective date to stay the same.

Don

Donald W. McClintock  
Ashburn & Mason, P.C.  
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-----Original Message-----

From: LAA Legal [mailto:LAA.Legal@akleg.gov]  
Sent: Tuesday, September 24, 2013 12:21 PM  
To: Donald W. McClintock  
Cc: Pamela Varni  
Subject: FW: Recording of Anchorage Lease

Don,  
I ran this past Pam, and she is okay with filing a memorandum with the recorder's office. I would like all the signatures on the memorandum. Perhaps we could get the memorandum you drafted revised to include all the signatures, and circulate it with the lease during the conformed copy process and kill two birds with one stone.  
Doug

Sent by:  
MaryEllen Duffy  
Special Assistant  
LAA Legal Services  
907-465-6651 direct  
907-465-2029 fax  
MaryEllen.Duffy@akleg.gov



---

**From:** Nola Cedergreen  
**Sent:** Friday, September 27, 2013 12:42 PM  
**To:** Pamela Varni  
**Subject:** RE: Final Form LIO Lease

Thanks, Pam.

I just want to be sure that I don't drop the ball on anything. We are in receipt of all original signatures with the exception of Representative Hawker. I will track that down and then should have a complete package of originals to send your way for recordkeeping.

---

From: Pamela Varni [Pamela.Varni@akleg.gov]  
Sent: Friday, September 27, 2013 12:17 PM  
To: Nola Cedergreen  
Subject: Re: Final Form LIO Lease

Yes I believe that was the decision because we didn't want to change the dates or leave dates off.

Sent from my iPad

On Sep 27, 2013, at 2:08 PM, "Nola Cedergreen" <ncedergr@ahfc.us> wrote:

> Hi,  
>  
> Just confirming that since it was decided to record a memorandum of lease as opposed to the entire lease document, that it will not be necessary to "re-sign" the lease in order to consolidate all signatures.  
>  
> If that is not the case, please let me know ASAP.  
>  
> Thanks.  
>  
> Nola  
>  
>  
> \_\_\_\_\_  
> From: Donald W. McClintock [dwm@anchorlaw.com]  
> Sent: Tuesday, September 24, 2013 12:26 PM  
> To: 'LAA Legal'  
> Cc: Pamela Varni; Nola Cedergreen; 'Mark Pfeffer'; Heidi A. Wyckoff  
> Subject: RE: Recording of Anchorage Lease  
>  
> Doug,  
>  
> Ok, I will give the MOU a close read and send back with all signatures.  
>  
> On the conformed lease, since it was notarized, what will you do with the signature dates--we will have 2 original leases with 2 different sets of signatures on different dates.  
>

> The memo of lease may cure it with all signatures and avoid having to re-sign the lease. Just a thought. We would like the effective date to stay the same.

>

> Don

>

> Donald W. McClintock

> Ashburn & Mason, P.C.

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>

>

> -----Original Message-----

> From: LAA Legal [mailto:LAA.Legal@akleg.gov]

> Sent: Tuesday, September 24, 2013 12:21 PM

> To: Donald W. McClintock

> Cc: Pamela Varni

> Subject: FW: Recording of Anchorage Lease

>

> Don,

> I ran this past Pam, and she is okay with filing a memorandum with the recorder's office. I would like all the signatures on the memorandum. Perhaps we could get the memorandum you drafted revised to include all the signatures, and circulate it with the lease during the conformed copy process and kill two birds with one stone.

> Doug

>

>

>

> Sent by:

> MaryEllen Duffy

> Special Assistant

> LAA Legal Services

> 907-465-6651 direct

> 907-465-2029 fax

> MaryEllen.Duffy@akleg.gov

>

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---

**From:** Nola Cedergreen  
**Sent:** Friday, September 27, 2013 12:44 PM  
**To:** Greg Rochon  
**Subject:** RE: Recording of Anchorage Lease

OK ...

I think Mike is going to bring you everything he has. The only original signature that seems to be missing is Representative Hawker's.

It appears that they have decided to record a memorandum of lease and will not be requiring that anyone "re-sign" the lease. I've sent out an e-mail requesting confirmation re: no need to recirculate the lease for signatures and have received one response so far. If that is the case, as soon as we/you have collected all of the original signatures, they can be put together with the lease and the original exhibits, copied, and the package of originals sent to Pam Varni.

---

From: Greg Rochon  
Sent: Friday, September 27, 2013 12:20 PM  
To: Nola Cedergreen  
Subject: RE: Recording of Anchorage Lease

I had Robin double check. The only one we received was from Doug Gardner and I walked that one up to Mike.

Greg

-----Original Message-----

From: Nola Cedergreen  
Sent: Friday, September 27, 2013 12:00 PM  
To: Greg Rochon  
Subject: FW: Recording of Anchorage Lease

Hi, Greg:

I talked with Mike this morning and he has all of the original signatures except for Representative Hawker. Have you received anything from Mr. Hawker (might have been addressed to me)?

---

From: Nola Cedergreen  
Sent: Tuesday, September 24, 2013 2:28 PM  
To: Donald W. McClintock; 'Pamela Varni'  
Cc: LAA Legal; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller; Greg Rochon  
Subject: RE: Recording of Anchorage Lease

AHFC is also in receipt of Mr. Acree's original.

---

From: Nola Cedergreen  
Sent: Tuesday, September 24, 2013 1:54 PM  
To: Donald W. McClintock; 'Pamela Varni'

Cc: LAA Legal; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller; Greg Rochon  
Subject: RE: Recording of Anchorage Lease

I can confirm that the AHFC Risk Management Department is in possession of Doug's original. We will check with the AHFC executive offices to see what signatures may have been delivered to Mike's office.

---

From: Donald W. McClintock [dwm@anchorlaw.com]  
Sent: Tuesday, September 24, 2013 12:53 PM  
To: 'Pamela Varni'  
Cc: LAA Legal; Nola Cedergreen; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller  
Subject: RE: Recording of Anchorage Lease

Doug and Pam,

I would suggest keeping our one conformed original as the original lease and the MOU will refer to that and its effective date. The date of the MOU does not affect the effective date. But certainly the execution of the MOU will renew the affirmation of the lease by all of the signors.

Mike and Nola, have all of the original signatures made their way to you?

Don

Donald W. McClintock  
Ashburn & Mason, P.C.  
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-----Original Message-----

From: Pamela Varni [mailto:Pamela.Varni@akleg.gov]  
Sent: Tuesday, September 24, 2013 12:44 PM  
To: Donald W. McClintock  
Cc: LAA Legal; Pamela Varni; Nola Cedergreen; Mark Pfeffer; Heidi A. Wyckoff  
Subject: Re: Recording of Anchorage Lease

I don't want the effective date to change either. Can we do this without dating it the second time.

Sent from my iPhone

On Sep 24, 2013, at 12:26 PM, "Donald W. McClintock" <dwm@anchorlaw.com> wrote:

> Doug,

>  
> Ok, I will give the MOU a close read and send back with all signatures.  
>  
> On the conformed lease, since it was notarized, what will you do with the signature dates--we will have 2 original leases with 2 different sets of signatures on different dates.  
>  
> The memo of lease may cure it with all signatures and avoid having to re-sign the lease. Just a thought. We would like the effective date to stay the same.  
>  
> Don  
>  
> Donald W. McClintock  
> Ashburn & Mason, P.C.  
> 1227 W. 9th Ave. Ste. 200  
> Anchorage, AK 99501  
> (907) 276-4331 (voice)  
> (907) 277-8235 (fax)  
> www.anchorlaw.com  
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>  
>  
> -----Original Message-----  
> From: LAA Legal [mailto:LAA.Legal@akleg.gov]  
> Sent: Tuesday, September 24, 2013 12:21 PM  
> To: Donald W. McClintock  
> Cc: Pamela Varni  
> Subject: FW: Recording of Anchorage Lease  
>  
> Don,  
> I ran this past Pam, and she is okay with filing a memorandum with the recorder's office. I would like all the signatures on the memorandum. Perhaps we could get the memorandum you drafted revised to include all the signatures, and circulate it with the lease during the conformed copy process and kill two birds with one stone.  
> Doug  
>  
>  
>  
> Sent by:  
> MaryEllen Duffy  
> Special Assistant  
> LAA Legal Services  
> 907-465-6651 direct  
> 907-465-2029 fax  
> MaryEllen.Duffy@akleg.gov  
>  
>  
>  
>

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>

>

> -----Original Message-----

> From: LAA Legal

> Sent: Friday, September 20, 2013 2:00 PM

> To: 'Donald W. McClintock'

> Subject: RE: Recording of Anchorage Lease

>

> Thanks. Enjoy the weekend. I'll discuss this with Pam next week and let you know.

> DG

>

>

> Sent by:

> MaryEllen Duffy

> Special Assistant

> LAA Legal Services

> 907-465-6651 direct

> 907-465-2029 fax

> MaryEllen.Duffy@akleg.gov

>

>

>

>

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>

>

>

> -----Original Message-----

> From: Donald W. McClintock [mailto:dwm@anchorlaw.com]

> Sent: Friday, September 20, 2013 1:10 PM

> To: LAA Legal

> Cc: 'Nola Cedergreen'; Mark Pfeffer (MPfeffer@PfefferDevelopment.com); Heidi A. Wyckoff

> Subject: RE: Recording of Anchorage Lease

>

> Doug,

>

> This is a rough draft; I am busy today trying to get a closing together and I still need to check who needs to sign the memorandum; we may be ok with just Mark's and Pam's signature (but I am ok if you want everyone).

>

> I also have not had a chance to proof read so this is not intended to be a final product, just wanted to give you an example.

>

> Have a good weekend. We finally have sun in Anchorage.

>

> Don

>  
>  
>  
> Donald W. McClintock  
> Ashburn & Mason, P.C.  
> 1227 W. 9th Ave. Ste. 200  
> Anchorage, AK 99501  
> (907) 276-4331 (voice)  
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>  
>  
> -----Original Message-----  
> From: LAA Legal [mailto:LAA.Legal@akleg.gov]  
> Sent: Friday, September 20, 2013 11:04 AM  
> To: Donald W. McClintock  
> Subject: RE: Recording of Anchorage Lease

>  
> Don,  
> If you would provide a draft so we can look at this method of recording, it would be appreciated.  
> Thank you,  
> Doug

>  
>  
> Sent by:  
> MaryEllen Duffy  
> Special Assistant  
> LAA Legal Services  
> 907-465-6651 direct  
> 907-465-2029 fax  
> MaryEllen.Duffy@akleg.gov

>  
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>  
>  
> -----Original Message-----  
> From: Donald W. McClintock [mailto:dwm@anchorlaw.com]  
> Sent: Friday, September 20, 2013 9:52 AM  
> To: 'Nola Cedergreen'; Pamela Varni; LAA Legal  
> Cc: 'Mark Pfeffer'; Heidi A. Wyckoff

> Subject: RE: Anchorage Lease

>

> Doug,

>

> All we need for financing purposes is a memorandum of lease, which may be simplest; let me know your wishes. I can draft one if that helps.

>

> Don

>

> Donald W. McClintock

> Ashburn & Mason, P.C.

> 1227 W. 9th Ave. Ste. 200

> Anchorage, AK 99501

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>

>

> -----Original Message-----

> From: Nola Cedergreen [mailto:ncedergr@ahfc.us]

> Sent: Friday, September 20, 2013 9:15 AM

> To: Donald W. McClintock; Pamela.Varni@akleg.gov

> Cc: LAA.Legal@akleg.gov; 'Mark Pfeffer'; Heidi A. Wyckoff

> Subject: RE: Anchorage Lease

>

> Sounds reasonable. I am not aware of any reason the entire lease has to be recorded which may be a practice that the State has historically followed, but it may not be a requirement per Statute, regulation, or the Alaska Administrative Manual.

>

> Something to be decided between you and Doug ...

>

>

>

>

> \_\_\_\_\_  
> From: Donald W. McClintock [dwm@anchorlaw.com]

> Sent: Thursday, September 19, 2013 5:59 PM

> To: Nola Cedergreen; Pamela.Varni@akleg.gov

> Cc: LAA.Legal@akleg.gov; 'Mark Pfeffer'; Heidi A. Wyckoff

> Subject: RE: Anchorage Lease

>

> Nola,

>

> My recommendation given the size of the lease was to just do a memorandum of lease; I know your protocol is to record the entire lease but was not sure if that was an absolute.

>



> If the decision is made to record the entire lease, then I would just attach a cover sheet to it that is compliant with the statute; and not reformat the lease itself.

>

> Don

>

>

>

> Donald W. McClintock

> Ashburn & Mason, P.C.

> 1227 W. 9th Ave. Ste. 200

> Anchorage, AK 99501

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>

>

> -----Original Message-----

> From: Nola Cedergreen [mailto:ncedergr@ahfc.us]

> Sent: Thursday, September 19, 2013 5:41 PM

> To: Pamela.Varni@akleg.gov

> Cc: LAA.Legal@akleg.gov; Donald W. McClintock

> Subject: RE: Anchorage Lease

>

> Thanks. Good info.

>

> You can either record the lease itself or a document that confirms the lease exists. The Lessor's lender may want a specific format as well. I will work with anything the parties may need.

>

>

> Sent from my Verizon Wireless 4G LTE Smartphone

>

>

>

> ----- Original message -----

> From: Pamela Varni <Pamela.Varni@akleg.gov>

> Date: 09/19/2013 5:52 PM (GMT-08:00)

> To: Nola Cedergreen <ncedergr@ahfc.us>

> Cc: Tina Strong <Tina.Strong@akleg.gov>

> Subject: Fwd: Anchorage Lease

>

>

> Hi Nola. Pls see Tina's message below. Can we please take the original from here to comply with the Recorder's Office?

Pam

>

> Sent from my iPhone

>

> Begin forwarded message:

>

> From: "Tina Strong" <Tina.Strong@akleg.gov<mailto:Tina.Strong@akleg.gov>>

> To: "Pamela Varni" <Pamela.Varni@akleg.gov<mailto:Pamela.Varni@akleg.gov>>

> Subject: Anchorage Lease

>

> Pam,

>

> Doug gave me copy of the lease with all of the signatures this afternoon. I wanted to point out that I did notice the margins on the first page do not comply with the recorder's office requirements.

>

> I've attached the front page of the lease and the requirements to have a document recorded. If we plan on recording this lease, the document will need to be reformatted with a 2" top margin. This allows room for the recorder to place their sticker.

>

> Tina Strong

> Procurement Officer

> Legislative Affairs Agency

> PH: (907) 465-6705

> FAX: (907) 465-2918

>

>

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---

**From:** Nola Cedergreen  
**Sent:** Friday, September 27, 2013 1:01 PM  
**To:** Rep.Mike.Hawker@akleg.gov  
**Subject:** Original signature ... September 19 Lease  
**Attachments:** 20130919154443171.pdf; ATT00001.htm

Hi,

AHFC is in receipt of all original signature pages except for yours. Did you send the original our way or were you planning on bringing it along when you return to Anchorage next week?

Pam Varni has confirmed that recording the memorandum of lease in lieu of "re-signing" the lease is acceptable. When we have received all original signatures and all original exhibits, we will organize the final document and distribute scanned copies of the package to all. (I will follow-up with Mark Pfeffer, but last I heard Exhibit A and Exhibit B were going to be initialed on each page ... by AHFC and Mr. Pfeffer ... as confirmation of the final form of the exhibits.)

The original lease and exhibits will be sent to Pam as the official owner of the records.

Nola

---

**From:** Mike Hawker [mhawker@gci.net]  
**Sent:** Thursday, September 19, 2013 1:59 PM  
**To:** Pfeffer Mark; Nola Cedergreen  
**Subject:** Fwd:

Already sent to Don and Pam.

Begin forwarded message:

**From:** <[noreply@gtlc.com](mailto:noreply@gtlc.com)>  
**Date:** September 19, 2013, 3:44:43 PM MDT  
**To:** <[mhawker@gci.net](mailto:mhawker@gci.net)>

This E-mail was sent from "JLL-PTR-GO-COPIER" (Aficio 3045).

Scan Date: 09.19.2013 15:44:43 (-0600)  
Queries to: [noreply@gtlc.com](mailto:noreply@gtlc.com)

---

**From:** Nola Cedergreen  
**Sent:** Friday, September 27, 2013 1:05 PM  
**To:** Doc Crouse; mpfeffer@pfefferdevelopment.com  
**Cc:** dwm@anchorlaw.com  
**Subject:** Final Exhibit A and Exhibit B

Hi,

Did you initial and date each page of Exhibit A and Exhibit B as confirmation that the respective document is the final form of agreement? If so, please send the originals to Mike Buller to be incorporated into the lease package.

Thanks much.

Nola

---

**From:** Nola Cedergreen  
**Sent:** Friday, September 27, 2013 5:34 PM  
**To:** Rep.Mike.Hawker@akleg.gov  
**Subject:** Re: Original signature ... September 19 Lease

Perfect. Safe travels.

Sent from my Verizon Wireless 4G LTE Smartphone

----- Original message -----

**From:** "Rep. Mike Hawker" <Rep.Mike.Hawker@akleg.gov>  
**Date:** 09/27/2013 3:29 PM (GMT-08:00)  
**To:** Nola Cedergreen <ncedergr@ahfc.us>  
**Subject:** Re: Original signature ... September 19 Lease

Hi Nola!

I will bring my signature page with me when I return to ANC on Monday.

Mike

> On Sep 27, 2013, at 3:02 PM, "Nola Cedergreen" <ncedergr@ahfc.us> wrote:

>

> Hi,

>

> AHFC is in receipt of all original signature pages except for yours. Did you send the original our way or were you planning on bringing it along when you return to Anchorage next week?

>

> Pam Varni has confirmed that recording the memorandum of lease in lieu of "re-signing" the lease is acceptable. When we have received all original signatures and all original exhibits, we will organize the final document and distribute scanned copies of the package to all. (I will follow-up with Mark Pfeffer, but last I heard Exhibit A and Exhibit B were going to be initialed on each page ... by AHFC and Mr. Pfeffer ... as confirmation of the final form of the exhibits.)

>

> The original lease and exhibits will be sent to Pam as the official owner of the records.

>

> Nola

>

>

>

>

> From: Mike Hawker [mhawker@gci net]

> Sent: Thursday, September 19, 2013 1:59 PM

> To: Pfeffer Mark; Nola Cedergreen

> Subject: Fwd:

>

> Already sent to Don and Pam.

>

>

> Begin forwarded message:

>

> From: <noreply@gtlc.com<mailto:noreply@gtlc.com>>  
> Date: September 19, 2013, 3:44:43 PM MDT  
> To: <mhawker@gci.net<mailto: mhawker@gci.net>>  
>  
> This E-mail was sent from "JLL-PTR-GO-COPIER" (Aficio 3045).  
>  
> Scan Date: 09.19.2013 15:44:43 (-0600)  
> Queries to: noreply@gtlc.com<mailto:noreply@gtlc.com>  
>  
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> <20130919154443171.pdf>

---

**From:** Nola Cedergreen  
**Sent:** Friday, September 27, 2013 5:36 PM  
**To:** Greg Rochon  
**Subject:** RE: Recording of Anchorage Lease

Yes. Representative Hawker will bring his original signature when he returns to Anchorage on Monday.

Sent from my Verizon Wireless 4G LTE Smartphone

----- Original message -----

**From:** Greg Rochon <grochon@ahfc.us>  
**Date:** 09/27/2013 3:19 PM (GMT-08:00)  
**To:** Nola Cedergreen <ncedergr@ahfc.us>  
**Subject:** RE: Recording of Anchorage Lease

Mike brought down the signature pages to Robyn earlier. I have exhibit's A, B, B1, (initialed by Doc) C (electronically) and D(original from Pam Varney's office) I believe that's everything. Correct?

Greg

-----Original Message-----

**From:** Nola Cedergreen  
**Sent:** Friday, September 27, 2013 12:44 PM  
**To:** Greg Rochon  
**Subject:** RE: Recording of Anchorage Lease

OK ...

I think Mike is going to bring you everything he has. The only original signature that seems to be missing is Representative Hawker's.

It appears that they have decided to record a memorandum of lease and will not be requiring that anyone "re-sign" the lease. I've sent out an e-mail requesting confirmation re: no need to recirculate the lease for signatures and have received one response so far. If that is the case, as soon as we/you have collected all of the original signatures, they can be put together with the lease and the original exhibits, copied, and the package of originals sent to Pam Varni.

---

**From:** Greg Rochon  
**Sent:** Friday, September 27, 2013 12:20 PM  
**To:** Nola Cedergreen  
**Subject:** RE: Recording of Anchorage Lease

I had Robin double check. The only one we received was from Doug Gardner and I walked that one up to Mike.

Greg

-----Original Message-----

**From:** Nola Cedergreen  
**Sent:** Friday, September 27, 2013 12:00 PM  
**To:** Greg Rochon

Subject: FW: Recording of Anchorage Lease

Hi, Greg:

I talked with Mike this morning and he has all of the original signatures except for Representative Hawker. Have you received anything from Mr. Hawker (might have been addressed to me)?

---

From: Nola Cedergreen  
Sent: Tuesday, September 24, 2013 2:28 PM  
To: Donald W. McClintock; 'Pamela Varni'  
Cc: LAA Legal; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller; Greg Rochon  
Subject: RE: Recording of Anchorage Lease

AHFC is also in receipt of Mr. Acree's original.

---

From: Nola Cedergreen  
Sent: Tuesday, September 24, 2013 1:54 PM  
To: Donald W. McClintock; 'Pamela Varni'  
Cc: LAA Legal; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller; Greg Rochon  
Subject: RE: Recording of Anchorage Lease

I can confirm that the AHFC Risk Management Department is in possession of Doug's original. We will check with the AHFC executive offices to see what signatures may have been delivered to Mike's office.

---

From: Donald W. McClintock [dwm@anchorlaw.com]  
Sent: Tuesday, September 24, 2013 12:53 PM  
To: 'Pamela Varni'  
Cc: LAA Legal; Nola Cedergreen; Mark Pfeffer; Heidi A. Wyckoff; Mike Buller  
Subject: RE: Recording of Anchorage Lease

Doug and Pam,

I would suggest keeping our one conformed original as the original lease and the MOU will refer to that and its effective date. The date of the MOU does not affect the effective date. But certainly the execution of the MOU will renew the affirmation of the lease by all of the signors.

Mike and Nola, have all of the original signatures made their way to you?

Don

Donald W. McClintock  
Ashburn & Mason, P.C.  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
(907) 276-4331 (voice)  
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-----Original Message-----

From: Pamela Varni [<mailto:Pamela.Varni@akleg.gov>]  
Sent: Tuesday, September 24, 2013 12:44 PM



To: Donald W. McClintock  
Cc: LAA Legal; Pamela Varni; Nola Cedergreen; Mark Pfeffer; Heidi A. Wyckoff  
Subject: Re: Recording of Anchorage Lease

I don't want the effective date to change either. Can we do this without dating it the second time.

Sent from my iPhone

On Sep 24, 2013, at 12:26 PM, "Donald W. McClintock" <dwm@anchorlaw.com> wrote:

> Doug,  
>  
> Ok, I will give the MOU a close read and send back with all signatures.  
>  
> On the conformed lease, since it was notarized, what will you do with the signature dates--we will have 2 original leases with 2 different sets of signatures on different dates.  
>  
> The memo of lease may cure it with all signatures and avoid having to re-sign the lease. Just a thought. We would like the effective date to stay the same.  
>  
> Don  
>  
> Donald W. McClintock  
> Ashburn & Mason, P.C.  
> 1227 W. 9th Ave. Ste. 200  
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>  
>  
> -----Original Message-----  
> From: LAA Legal [<mailto:LAA.Legal@akleg.gov>]  
> Sent: Tuesday, September 24, 2013 12:21 PM  
> To: Donald W. McClintock  
> Cc: Pamela Varni  
> Subject: FW: Recording of Anchorage Lease  
>  
> Don,  
> I ran this past Pam, and she is okay with filing a memorandum with the recorder's office. I would like all the signatures on the memorandum. Perhaps we could get the memorandum you drafted revised to include all the signatures, and circulate it with the lease during the conformed copy process and kill two birds with one stone.  
> Doug  
>  
>  
>  
> Sent by:  
> MaryEllen Duffy  
> Special Assistant  
> LAA Legal Services  
> 907-465-6651 direct  
> 907-465-2029 fax  
> [MaryEllen.Duffy@akleg.gov](mailto:MaryEllen.Duffy@akleg.gov)  
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>  
>  
> -----Original Message-----  
> From: LAA Legal  
> Sent: Friday, September 20, 2013 2:00 PM  
> To: 'Donald W. McClintock'  
> Subject: RE: Recording of Anchorage Lease

>  
> Thanks. Enjoy the weekend. I'll discuss this with Pam next week and let you know.  
> DG

>  
>  
> Sent by:  
> MaryEllen Duffy  
> Special Assistant  
> LAA Legal Services  
> 907-465-6651 direct  
> 907-465-2029 fax  
> MaryEllen.Duffy@akleg.gov

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>  
>  
> -----Original Message-----  
> From: Donald W. McClintock [<mailto:dwm@anchorlaw.com>]  
> Sent: Friday, September 20, 2013 1:10 PM  
> To: LAA Legal  
> Cc: 'Nola Cedergreen'; Mark Pfeffer (MPfeffer@PfefferDevelopment.com); Heidi A. Wyckoff  
> Subject: RE: Recording of Anchorage Lease

>  
> Doug,  
>  
> This is a rough draft; I am busy today trying to get a closing together and I still need to check who needs to sign the memorandum; we may be ok with just Mark's and Pam's signature (but I am ok if you want everyone).

>  
> I also have not had a chance to proof read so this is not intended to be a final product, just wanted to give you an example.

>  
> Have a good weekend. We finally have sun in Anchorage.

>  
> Don

>  
>  
>  
> Donald W. McClintock  
> Ashburn & Mason, P.C.  
> 1227 W. 9th Ave. Ste. 200  
> Anchorage, AK 99501

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> -----Original Message-----  
> From: LAA Legal [<mailto:LAA.Legal@akleg.gov>]  
> Sent: Friday, September 20, 2013 11:04 AM  
> To: Donald W. McClintock  
> Subject: RE: Recording of Anchorage Lease  
>  
> Don,  
> If you would provide a draft so we can look at this method of recording, it would be appreciated.  
> Thank you,  
> Doug

>  
>  
> Sent by:  
> MaryEllen Duffy  
> Special Assistant  
> LAA Legal Services  
> 907-465-6651 direct  
> 907-465-2029 fax  
> MaryEllen.Duffy@akleg.gov

>  
>  
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>  
>  
> -----Original Message-----  
> From: Donald W. McClintock [<mailto:dwm@anchorlaw.com>]  
> Sent: Friday, September 20, 2013 9:52 AM  
> To: 'Nola Cedergreen'; Pamela Varni; LAA Legal  
> Cc: 'Mark Pfeffer'; Heidi A. Wyckoff  
> Subject: RE: Anchorage Lease

>  
> Doug,  
>  
> All we need for financing purposes is a memorandum of lease, which may be simplest; let me know your wishes. I can draft one if that helps.

>  
> Don  
>  
> Donald W. McClintock  
> Ashburn & Mason, P.C.  
> 1227 W. 9th Ave. Ste. 200  
> Anchorage, AK 99501  
> (907) 276-4331 (voice)  
> (907) 277-8235 (fax)  
> [www.anchorlaw.com](http://www.anchorlaw.com)

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>

>

> -----Original Message-----

> From: Nola Cedergreen [<mailto:ncedergr@ahfc.us>]

> Sent: Friday, September 20, 2013 9:15 AM

> To: Donald W. McClintock; Pamela.Varni@akleg.gov

> Cc: LAA.Legal@akleg.gov; 'Mark Pfeffer'; Heidi A. Wyckoff

> Subject: RE: Anchorage Lease

>

> Sounds reasonable. I am not aware of any reason the entire lease has to be recorded which may be a practice that the State has historically followed, but it may not be a requirement per Statute, regulation, or the Alaska Administrative Manual.

>

> Something to be decided between you and Doug ...

>

>

>

>

>

> \_\_\_\_\_  
> From: Donald W. McClintock [[dwm@anchorlaw.com](mailto:dwm@anchorlaw.com)]

> Sent: Thursday, September 19, 2013 5:59 PM

> To: Nola Cedergreen; Pamela.Varni@akleg.gov

> Cc: LAA.Legal@akleg.gov; 'Mark Pfeffer'; Heidi A. Wyckoff

> Subject: RE: Anchorage Lease

>

> Nola,

>

> My recommendation given the size of the lease was to just do a memorandum of lease; I know your protocol is to record the entire lease but was not sure if that was an absolute.

>

> If the decision is made to record the entire lease, then I would just attach a cover sheet to it that is compliant with the statute; and not reformat the lease itself.

>

> Don

>

>

>

> Donald W. McClintock

> Ashburn & Mason, P.C.

> 1227 W. 9th Ave. Ste. 200

> Anchorage, AK 99501

> (907) 276-4331 (voice)

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>

>

> -----Original Message-----

> From: Nola Cedergreen [<mailto:ncedergr@ahfc.us>]

> Sent: Thursday, September 19, 2013 5:41 PM

> To: Pamela.Varni@akleg.gov

> Cc: LAA.Legal@akleg.gov; Donald W. McClintock  
> Subject: RE: Anchorage Lease  
>  
> Thanks. Good info.  
>  
> You can either record the lease itself or a document that confirms the lease exists. The Lessor's lender may want a specific format as well. I will work with anything the parties may need.  
>  
>  
> Sent from my Verizon Wireless 4G LTE Smartphone  
>  
>  
>  
> ----- Original message -----  
> From: Pamela Varni <Pamela.Varni@akleg.gov>  
> Date: 09/19/2013 5:52 PM (GMT-08:00)  
> To: Nola Cedergreen <ncedergr@ahfc.us>  
> Cc: Tina Strong <Tina.Strong@akleg.gov>  
> Subject: Fwd: Anchorage Lease  
>  
>  
> Hi Nola. Pls see Tina's message below. Can we please take the original from here to comply with the Recorder's Office? Pam  
>  
> Sent from my iPhone  
>  
> Begin forwarded message:  
>  
> From: "Tina Strong" <Tina.Strong@akleg.gov<mailto:Tina.Strong@akleg.gov>>  
> To: "Pamela Varni" <Pamela.Varni@akleg.gov<mailto:Pamela.Varni@akleg.gov>>  
> Subject: Anchorage Lease  
>  
> Pam,  
>  
> Doug gave me copy of the lease with all of the signatures this afternoon. I wanted to point out that I did notice the margins on the first page do not comply with the recorder's office requirements.  
>  
> I've attached the front page of the lease and the requirements to have a document recorded. If we plan on recording this lease, the document will need to be reformatted with a 2" top margin. This allows room for the recorder to place their sticker.  
>  
> Tina Strong  
> Procurement Officer  
> Legislative Affairs Agency  
> PH: (907) 465-6705  
> FAX: (907) 465-2918  
>  
>  
> The information transmitted in this email and any attachments is intended only for the personal and confidential use of the intended recipients. This message may be or may contain privileged and confidential communications. If you as the reader are not the intended recipient, you are hereby notified that you have received this communication in error and that any retention, review, use, dissemination, distribution or copying of this communication or the information contained is strictly prohibited. The sender does not accept any responsibility for any loss, disruption or damage to your data or computer system that may occur while using data contained in, or transmitted with, this e-mail. If you have received this communication in error, please notify the sender immediately and delete the original message from your system.  
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computer system that may occur while using data contained in, or transmitted with, this e-mail. If you have received this communication in error, please notify the sender immediately and delete the original message from your system.

---

**From:** Nola Cedergreen  
**Sent:** Friday, September 27, 2013 5:36 PM  
**To:** MPfeffer@PfefferDevelopment.com  
**Subject:** Re: Final Form LIO Lease

Everyone seems to agree.

Sent from my Verizon Wireless 4G LTE Smartphone

----- Original message -----

**From:** Mark Pfeffer <MPfeffer@PfefferDevelopment.com>  
**Date:** 09/27/2013 2:10 PM (GMT-08:00)  
**To:** Nola Cedergreen <ncedergr@ahfc.us>  
**Cc:** Rep.Mike.Hawker@akleg.gov, laa.legal@akleg.gov, Pamela.Varni@akleg.gov, dwm@anchorlaw.com, Mike Buller <mbuller@ahfc.us>  
**Subject:** Re: Final Form LIO Lease

Don and Doug?

My understanding is that you are correct Nola.

Sent from my iPhone

On Sep 27, 2013, at 12:08 PM, "Nola Cedergreen" <ncedergr@ahfc.us> wrote:

> Hi,  
>  
> Just confirming that since it was decided to record a memorandum of lease as opposed to the entire lease document, that it will not be necessary to "re-sign" the lease in order to consolidate all signatures.  
>  
> If that is not the case, please let me know ASAP.  
>  
> Thanks.  
>  
> Nola  
>  
>  
> \_\_\_\_\_  
> From: Donald W. McClintock [dwm@anchorlaw.com]  
> Sent: Tuesday, September 24, 2013 12:26 PM  
> To: 'LAA Legal'  
> Cc: Pamela Varni; Nola Cedergreen; 'Mark Pfeffer'; Heidi A. Wyckoff  
> Subject: RE: Recording of Anchorage Lease  
>  
> Doug,  
>  
> Ok, I will give the MOU a close read and send back with all signatures.  
>  
> On the conformed lease, since it was notarized, what will you do with the signature dates--we will have 2 original leases with 2

different sets of signatures on different dates.

>

> The memo of lease may cure it with all signatures and avoid having to re-sign the lease. Just a thought. We would like the effective date to stay the same.

>

> Don

>

> Donald W. McClintock

> Ashburn & Mason, P.C.

> 1227 W. 9th Ave. Ste. 200

> Anchorage, AK 99501

> (907) 276-4331 (voice)

> (907) 277-8235 (fax)

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>

>

> -----Original Message-----

> From: LAA Legal [<mailto:LAA.Legal@akleg.gov>]

> Sent: Tuesday, September 24, 2013 12:21 PM

> To: Donald W. McClintock

> Cc: Pamela Varni

> Subject: FW: Recording of Anchorage Lease

>

> Don,

> I ran this past Pam, and she is okay with filing a memorandum with the recorder's office. I would like all the signatures on the memorandum. Perhaps we could get the memorandum you drafted revised to include all the signatures, and circulate it with the lease during the conformed copy process and kill two birds with one stone.

> Doug

>

>

>

> Sent by:

> MaryEllen Duffy

> Special Assistant

> LAA Legal Services

> 907-465-6651 direct

> 907-465-2029 fax

> [MaryEllen.Duffy@akleg.gov](mailto:MaryEllen.Duffy@akleg.gov)

>

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---

**From:** Nola Cedergreen  
**Sent:** Friday, September 27, 2013 5:37 PM  
**To:** [dwm@anchorlaw.com](mailto:dwm@anchorlaw.com)  
**Subject:** RE: Final Form LIO Lease

Thanks ... everyone has confirmed they agree.

Sent from my Verizon Wireless 4G LTE Smartphone

----- Original message -----

From: "Donald W. McClintock" <[dwm@anchorlaw.com](mailto:dwm@anchorlaw.com)>  
Date: 09/27/2013 2:23 PM (GMT-08:00)  
To: 'Mark Pfeffer' <[MPfeffer@PfefferDevelopment.com](mailto:MPfeffer@PfefferDevelopment.com)>, Nola Cedergreen <[ncedergr@ahfc.us](mailto:ncedergr@ahfc.us)>  
Cc: Rep.Mike.Hawker@akleg.gov, [laa.legal@akleg.gov](mailto:laa.legal@akleg.gov), Pamela.Varni@akleg.gov, Mike Buller <[mbuller@ahfc.us](mailto:mbuller@ahfc.us)>  
Subject: RE: Final Form LIO Lease

Nola,

That is correct from my perspective.

Don

Donald W. McClintock  
Ashburn & Mason, P.C.  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
(907) 276-4331 (voice)  
(907) 277-8235 (fax)  
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-----Original Message-----

From: Mark Pfeffer [<mailto:MPfeffer@PfefferDevelopment.com>]  
Sent: Friday, September 27, 2013 1:10 PM  
To: Nola Cedergreen  
Cc: Rep.Mike.Hawker@akleg.gov; [laa.legal@akleg.gov](mailto:laa.legal@akleg.gov); Pamela.Varni@akleg.gov; Donald W. McClintock; Mike Buller  
Subject: Re: Final Form LIO Lease

Don and Doug?

My understanding is that you are correct Nola.

Sent from my iPhone

On Sep 27, 2013, at 12:08 PM, "Nola Cedergreen" <ncedergr@ahfc.us> wrote:

> Hi,  
>  
> Just confirming that since it was decided to record a memorandum of lease as opposed to the entire lease document, that it will not be necessary to "re-sign" the lease in order to consolidate all signatures.  
>  
> If that is not the case, please let me know ASAP.  
>  
> Thanks.  
>  
> Nola  
>  
>  
> \_\_\_\_\_  
> From: Donald W. McClintock [dwm@anchorlaw.com]  
> Sent: Tuesday, September 24, 2013 12:26 PM  
> To: 'LAA Legal'  
> Cc: Pamela Varni; Nola Cedergreen; 'Mark Pfeffer'; Heidi A. Wyckoff  
> Subject: RE: Recording of Anchorage Lease  
>  
> Doug,  
>  
> Ok, I will give the MOU a close read and send back with all signatures.  
>  
> On the conformed lease, since it was notarized, what will you do with the signature dates--we will have 2 original leases with 2 different sets of signatures on different dates.  
>  
> The memo of lease may cure it with all signatures and avoid having to re-sign the lease. Just a thought. We would like the effective date to stay the same.  
>  
> Don  
>  
> Donald W. McClintock  
> Ashburn & Mason, P.C.  
> 1227 W. 9th Ave. Ste. 200  
> Anchorage, AK 99501  
> (907) 276-4331 (voice)  
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>  
>  
> -----Original Message-----  
> From: LAA Legal [<mailto:LAA.Legal@akleg.gov>]  
> Sent: Tuesday, September 24, 2013 12:21 PM  
> To: Donald W. McClintock  
> Cc: Pamela Varni  
> Subject: FW: Recording of Anchorage Lease  
>  
> Don,  
> I ran this past Pam, and she is okay with filing a memorandum with the recorder's office. I would like all the signatures on the memorandum. Perhaps we could get the memorandum you drafted revised to include all the signatures, and circulate it with the lease during the conformed copy process and kill two birds with one stone.  
> Doug  
>

>  
>  
> Sent by:  
> MaryEllen Duffy  
> Special Assistant  
> LAA Legal Services  
> 907-465-6651 direct  
> 907-465-2029 fax  
> MaryEllen.Duffy@akleg.gov  
>

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---

**From:** Nola Cedergreen  
**Sent:** Friday, September 27, 2013 5:37 PM  
**To:** LAA.Legal@akleg.gov  
**Subject:** RE: Final Form LIO Lease

Thanks.

Sent from my Verizon Wireless 4G LTE Smartphone

----- Original message -----

**From:** LAA Legal <LAA.Legal@akleg.gov>  
**Date:** 09/27/2013 2:35 PM (GMT-08:00)  
**To:** Nola Cedergreen <ncedergr@ahfc.us>,"Rep. Mike Hawker" <Rep.Mike.Hawker@akleg.gov>,Pamela Varni <Pamela.Varni@akleg.gov>  
**Cc:** dwm@anchorlaw.com,mpfeffer@pfefferdevelopment.com,Mike Buller <mbuller@ahfc.us>  
**Subject:** RE: Final Form LIO Lease

Nola,  
That is correct.  
Doug

Sent by:  
MaryEllen Duffy  
Special Assistant  
LAA Legal Services  
907-465-6651 direct  
907-465-2029 fax  
MaryEllen.Duffy@akleg.gov

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-----Original Message-----

**From:** Nola Cedergreen [<mailto:ncedergr@ahfc.us>]  
**Sent:** Friday, September 27, 2013 12:09 PM  
**To:** Rep. Mike Hawker; LAA Legal; Pamela Varni  
**Cc:** dwm@anchorlaw.com; mpfeffer@pfefferdevelopment.com; Mike Buller  
**Subject:** Final Form LIO Lease

Hi,

Just confirming that since it was decided to record a memorandum of lease as opposed to the entire lease document, that it will not be

necessary to "re-sign" the lease in order to consolidate all signatures.

If that is not the case, please let me know ASAP.

Thanks.

Nola

---

From: Donald W. McClintock [dwm@anchorlaw.com]  
Sent: Tuesday, September 24, 2013 12:26 PM  
To: 'LAA Legal'  
Cc: Pamela Varni; Nola Cedergreen; 'Mark Pfeffer'; Heidi A. Wyckoff  
Subject: RE: Recording of Anchorage Lease

Doug,

Ok, I will give the MOU a close read and send back with all signatures.

On the conformed lease, since it was notarized, what will you do with the signature dates--we will have 2 original leases with 2 different sets of signatures on different dates.

The memo of lease may cure it with all signatures and avoid having to re-sign the lease. Just a thought. We would like the effective date to stay the same.

Don

Donald W. McClintock  
Ashburn & Mason, P.C.  
1227 W. 9th Ave. Ste. 200  
Anchorage, AK 99501  
(907) 276-4331 (voice)  
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-----Original Message-----

From: LAA Legal [<mailto:LAA.Legal@akleg.gov>]  
Sent: Tuesday, September 24, 2013 12:21 PM  
To: Donald W. McClintock  
Cc: Pamela Varni  
Subject: FW: Recording of Anchorage Lease

Don,  
I ran this past Pam, and she is okay with filing a memorandum with the recorder's office. I would like all the signatures on the memorandum. Perhaps we could get the memorandum you drafted revised to include all the signatures, and circulate it with the lease during the conformed copy process and kill two birds with one stone.  
Doug

Sent by:  
MaryEllen Duffy  
Special Assistant  
LAA Legal Services

907-465-6651 direct  
907-465-2029 fax  
MaryEllen.Duffy@akleg.gov

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---

**From:** Rep. Mike Hawker <Rep.Mike.Hawker@akleg.gov>  
**Sent:** Tuesday, October 01, 2013 7:58 AM  
**To:** Nola Cedergreen; LAA Legal; Pamela Varni  
**Cc:** dwm@anchorlaw.com; mpfeffer@pfefferdevelopment.com; Mike Buller; Juli Lucky  
**Subject:** RE: Final Form LIO Lease

Hi all.....

I got back to Anchorage late last evening. I am in my LIO office for meetings first thing this AM. I will endeavor to drop off my original signed and notarized signature page with AHFC sometime today.

Mike

-----Original Message-----

From: Nola Cedergreen [mailto:ncedergr@ahfc.us]  
Sent: Friday, September 27, 2013 12:09 PM  
To: Rep. Mike Hawker; LAA Legal; Pamela Varni  
Cc: dwm@anchorlaw.com; mpfeffer@pfefferdevelopment.com; Mike Buller  
Subject: Final Form LIO Lease

Hi,

Just confirming that since it was decided to record a memorandum of lease as opposed to the entire lease document, that it will not be necessary to "re-sign" the lease in order to consolidate all signatures.

If that is not the case, please let me know ASAP.

Thanks.

Nola

---

From: Donald W. McClintock [dwm@anchorlaw.com]  
Sent: Tuesday, September 24, 2013 12:26 PM  
To: 'LAA Legal'  
Cc: Pamela Varni; Nola Cedergreen; 'Mark Pfeffer'; Heidi A. Wyckoff  
Subject: RE: Recording of Anchorage Lease

Doug,

Ok, I will give the MOU a close read and send back with all signatures.

On the conformed lease, since it was notarized, what will you do with the signature dates--we will have 2 original leases with 2 different sets of signatures on different dates.

The memo of lease may cure it with all signatures and avoid having to re-sign the lease. Just a thought. We would like the effective date to stay the same.

Don

Donald W. McClintock  
Ashburn & Mason, P.C.  
1227 W. 9th Ave. Ste. 200  
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-----Original Message-----

From: LAA Legal [mailto:LAA.Legal@akleg.gov]  
Sent: Tuesday, September 24, 2013 12:21 PM  
To: Donald W. McClintock  
Cc: Pamela Varni  
Subject: FW: Recording of Anchorage Lease

Don,  
I ran this past Pam, and she is okay with filing a memorandum with the recorder's office. I would like all the signatures on the memorandum. Perhaps we could get the memorandum you drafted revised to include all the signatures, and circulate it with the lease during the conformed copy process and kill two birds with one stone.  
Doug

Sent by:  
MaryEllen Duffy  
Special Assistant  
LAA Legal Services  
907-465-6651 direct  
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---

**From:** Doc Crouse  
**Sent:** Wednesday, November 27, 2013 10:17 AM  
**To:** Mike Buller  
**Cc:** Nola Cedergreen  
**Subject:** FW: Draw Schedule - LIO

FYI – Section 3 of the lease shown below pertaining to payments for Tenant Improvements. If Rep. Hawker needs a recommendation regarding the design costs, we can help out, but otherwise this looks pretty well spelled out to me.

Doc

**Sec. 3 of the Lease is amended to read as follows:**

3. **RENOVATION AND DELIVERY OF PREMISES:** The Lessor agrees to renovate the Premises consistent with the specifications as set forth in Exhibit “A”, on the schedule as set forth in Exhibit “B”, and in accordance with applicable law.

Exhibit “A” describes all terms and conditions of the renovations to be completed by the Lessor and incorporates the drawings, schematics, and deliverables for the same. Exhibit “B” sets forth the milestones for the renovation of the Premises as well as the final completion date. Exhibit B-1 sets forth the schedule for the interim occupancy during the renovation period.

The Lessee shall pay up to \$7,500,000 in direct reimbursement payments to Lessor toward the cost of that portion of the renovation work that represents the tenant improvements to the Premises. All invoices submitted to Lessee by Lessor must be accompanied by appropriate documentation and in addition, must be approved by the Procurement Officer prior to payment. Invoices, unless protested, shall be due within 30 days of submission. An invoice may be disapproved by the Procurement Officer for lack of appropriate documentation or any other legitimate reason. In the event that it is disapproved by the Procurement Officer, the Lessor may challenge the decision of the Procurement Officer under the Legislative Procurement Procedures. The balance of the tenant improvement costs at occupancy, if any, shall be added to the Lessor’s renovation costs and amortized over the term of the Lease.

---

**From:** Mark Pfeffer [mailto:MPfeffer@PfefferDevelopment.com]  
**Sent:** Wednesday, November 27, 2013 9:39 AM  
**To:** Doc Crouse  
**Cc:** Bob O'Neill  
**Subject:** Draw Schedule - LIO

Hi Doc,

Just starting with you on this topic but knowing that we will need to fold in others to the conversation quickly.

We are closing in on our construction loan closing and as part of that a construction loan draw schedule has been developed. My recollection was that we ended up settling on a pay-as-you-go basis for the TI contribution.

We can get much more specific if needed but for the initial pass at it I took the approach that by June we will be starting to get past core and shell and into the early stages of TI’s. so I plugged \$1,000,000 per month for months June-November (\$6.0 total) and then \$750,000 per month for December and January (2015) for a total of \$1.5.

There is probably an argument to be made that about 8% of the total cost should be billed starting in December 2013 and running through June to cover the portion of the cost related to design

Anyway before we get make a proposal to the LAA for how this might work I thought I would query your thoughts. How would you like to proceed? The above general approach or a more specific schedule?

Thanks

*Mark Pfeffer*

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